

RFT 26-082 (the RFX)

**Power Upgrade at
Burlington Central High School**

Issue Date: June 9, 2026

Closing Date and Time: All Submissions are to be submitted electronically via email to chatelaina@hdsb.ca no later than 2:00 p.m. local time, on June 24, 2026.

Questions:

All questions to be submitted in writing through hdsb.bidsandtenders.ca using the "Submit a Question" link associated with this bid request. Questions are required to be received no later than the question deadline outlined in the bid request.

Purchasing Representative:

Name: Amanda Chatelain
Email Address: chatelaina@hdsb.ca

Site Meeting (Intentionally Deleted)

Communications Notice

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

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

All Suppliers shall be registered as a Plan Taker for this opportunity, which will enable the Supplier to download the RFT without the watermark preview, to receive addenda email notifications, and to download addenda. Failure to register as a Plan Taker may result in disqualification of the submission, at the sole discretion of HDSB.

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

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

HDSB Procurement Administrative Procedure:

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

HDSB Asbestos Management in Facilities Administrative Procedure:

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

HDSB Vendor Performance Management Administrative Procedure:

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

Broader Public Sector Procurement Directive

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

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1. Introduction to the Halton District School Board (HDSB)

The Halton District School Board (HDSB) supports the learning of approximately 67,000 students across the municipalities of Burlington, Halton Hills, Milton, and Oakville within the Halton Region. As one of the largest English-language school boards in Ontario, the HDSB provides high-quality education from Kindergarten through Grade 12, as well as continuing education programs for adults and newcomers.

The HDSB's team of approximately 12,000 staff, including teachers, administrators, support personnel, and senior leadership, work collaboratively to provide a safe, caring, equitable, and inclusive learning environment for all students, while also promoting respect, civility, and academic excellence. The HDSB aims to create a positive school climate where every student, staff member, and member of the school community feels safe, included, and accepted and where students can learn, grow, and thrive within HDSB's 92 Elementary Schools and 18 Secondary Schools (including Gary Allan HS and Syl Apps HS).

Additional information about the HDSB can be found by visiting hdsb.ca.

2. Objective of the RFX

The HDSB is seeking qualified Suppliers to **complete a Power Upgrade at Burlington Central High School** located at **1433 Baldwin St, Burlington, ON L7S 1K7**.

In order to be considered for this project, the successful Supplier shall have the following attributes/characteristics:

- a. Experience providing Services as described in this RFX;
- b. Have all appropriate licenses, certifications, and operating authorities to provide the Services requested in this RFX;
- c. Knowledge of leading-edge trends in the industry;
- d. Ability to develop and follow detailed project timelines;
- e. Sufficient, competent, trained, and experienced personnel to provide the requested Services;
- f. Appropriate supervision, training, documentation, Information and Technology, and other resources are needed to provide the requested services.
- g. Sufficient labor and equipment to meet timelines without overextension;
- h. Strong coordination between disciplines and with other trades including a clear process for managing subcontractors, scope changes, delays, or issues; and,
- i. Appropriate liability and WSIB insurance documentation.

The deliverables for the HDSB **Power Upgrade at Burlington Central High School** are set out in the attached Scope of Work. The HDSB intends to contract by issuance of a Letter of Intent, Award Letter, and/or issuance of a Purchase Order (PO) with one or more primary qualified Supplies to provide the services. This RFX includes the appendices and other supporting documents attached hereto, which form part of the RFX.

Suppliers are encouraged to read each section of the Request for Tender (“RFX”) thoroughly. While sections may appear similar, additional information may be included as applicable within each section. It is the Supplier’s responsibility to understand each section’s requirements. The procurement timetable represents the HDSB’s best estimated schedule. All dates may be subject to change at HDSB’s discretion. Awarding of the contract is funding dependent and may be delayed while funding is secured.

Additionally, suppliers must review and acknowledge the attached HDSB Standard Terms and Conditions.

3. Planned Schedule of Events

Event	Date
Release of RFX	June 9, 2026
Question Deadline	June 15, 2026
Issuance of Final Addendum	June 17, 2026
RFX Closing	June 24, 2026
All times specified in this timetable are local times in Burlington, Ontario, Canada	

4. Bid Security and Bonding Requirements

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

The Bid Security so submitted shall be irrevocable and valid for 90 days from the closing date set for the submission of tender.

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

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

5. RFX Closing Information

All Suppliers shall have an Online Bidding System vendor account and be registered as a plan taker at <https://hdsb.bidsandtenders.ca> for this RFX, which will enable the Supplier to download the RFX, to receive addenda/addendum email notifications and to download addenda.

The HDSB **does not** accept electronic submissions via Bids and Tenders. **All Submissions are to be submitted electronically via email to chatelaina@hdsb.ca no later than 2:00 p.m. local time in Burlington, Ontario, on June 24, 2026** as noted on the front cover of this document. Submissions submitted and/or received by any other method will be rejected unless the HDSB has instructed otherwise.

Submissions will be deemed to be officially received by the time stamp issued by the HDSB's email server. Suppliers are cautioned that the timing of their Submission is based on when the submission is received by the HDSB's email server, not when the Submission is submitted by the Supplier, as the submission transmission can be delayed in an 'Internet Traffic Jam' due to file transfer size, transmission speed, etc.

All Submissions must be received by the HDSB's designated email address no later than the closing date and time specified in this RFP. Submissions received after the official closing time, as determined by the HDSB's email server timestamp, may be declared non-compliant and not be considered for evaluation, in the sole discretion of the HDSB. It is the sole responsibility of the Supplier to ensure that its Submission is received on time.

By submitting, the Supplier acknowledges and accepts all terms and conditions in this solicitation document and all terms and conditions outlined in the [HDSB Standard Terms and Conditions](#).

6. Site Meeting (Intentionally Deleted)

7. Communication Protocol

All communication related to any aspect of this RFX must be conducted exclusively through the Online Bidding System.

Suppliers who fail to adhere to this communication requirement may be disqualified from further participation in this RFX process. Specifically, and without limitation, Suppliers shall not communicate or attempt to communicate regarding this RFX with:

1. Any employee, official, or agent of the Halton District School Board (HDSB), other than the designated RFX Purchasing contact; or
2. Any member of HDSB's governance, including but not limited to Trustees, the Director of Education, Superintendents, officers, or external advisors.

Suppliers are responsible for reviewing all RFX documents, including the HDSB Standard Terms and Conditions, all Appendices, and the Form of Tender. Should a Supplier identify any errors, omissions, or ambiguities, or require further clarification, such inquiries must be submitted to the RFX Purchasing contact via the Online Bidding System by the deadline specified for questions.

It is the sole responsibility of the Supplier to request clarification on any aspect of this RFX that appears unclear. The HDSB shall not be held responsible for any misunderstanding or misinterpretation by the Supplier.

If a Supplier believes there is an error, inconsistency, or ambiguity in the RFX documents, they must notify the RFX Authority via the Online Bidding System prior to submitting a response.

Where appropriate, the HDSB will issue a clarification through the Online Bidding System for the benefit of all Suppliers. Responses to inquiries will include both the question (edited for clarity if necessary and without identifying the Supplier) and the HDSB's response. The HDSB reserves the right to consolidate and respond to similar questions only once.

If a clarification results in a change to the RFX, such change will be communicated through a formal addendum issued via the Online Bidding System.

All addendum or addenda issued shall form part of this document, which forms part of the RFX. The onus is on the Supplier to verify that they have received and reviewed all addenda. Failure to acknowledge receipt of all addenda in the submission may result in disqualification.

8. Issuance of Addenda

Should the HDSB determine, for any reason, that it is necessary to provide additional information or clarification regarding this RFX, such information will be issued to all Suppliers in the form of an addendum, using the same method by which the original RFX was communicated. Each addendum will form an integral part of this RFX and shall be considered incorporated into all related documents.

This RFX may only be amended through the issuance of such addenda in accordance with this section. Amendments or clarifications issued in any other manner will not be considered binding on the HDSB.

All inquiries regarding this RFX must be submitted in writing through the Online Bidding System no later than 2:00 p.m. (local time) on June 15, 2026. Any resulting addenda will be issued no later than June 17, 2026.

It is the sole responsibility of each Supplier to ensure they have received all addenda prior to submitting their Submission.

9. Submission of Required Documentation

Suppliers are required to submit all mandatory and supporting documentation as part of their response to this RFX. Failure to provide any required documentation may result in the Submission being deemed non-compliant and disqualified from further consideration. Incomplete submissions may be rejected without further review.

Required documents include, but are not limited to, the following:

- Form of Tender
- Appendix A: Declaration and Signature Sheet
- Appendix B: Supplier Attestation
- Appendix C: Procurement Restriction Policy Compliance Declaration
- Bid Form Supplement - List of Subcontractors

Suppliers must ensure that all forms are fully completed, signed by an authorized representative, and submitted in the manner and format specified in this RFX.

Optional documents include, but are not limited to, the following:

- Appendix D: Voluntary Declaration of Diverse Supplier Status (if applicable)

It is the sole responsibility of the Supplier to review all RFX documents and instructions to ensure that a complete submission is made. Incomplete submissions may be rejected without further consideration.

10. Notice of Intent Not to Submit a Bid

Suppliers who do not intend to submit a response to this RFX are requested to complete and return **Appendix E - Notice of Intent Not to Submit a Bid** form included in this RFX package.

The purpose of this form is to assist the HDSB in understanding reasons for non-participation and to help improve future procurement opportunities.

Please submit the completed form by email to chatelaina@hdsb.ca on or before the closing date and time indicated in this RFX.

11. HDSB Standard Terms and Conditions

All Suppliers must review the attached HDSB Standard Terms and Conditions which form an integral part of this RFX process.

All Suppliers to the HDSB will be bound by the standard terms and conditions set forth, except as specifically qualified in Special Terms and Conditions, issued in connection with any RFSQ, RFQ, RFP, RFI, Tender or any other type of request issued by the

HDSB soliciting pricing and/or services, whether communicated formally or informally, including via email, phone, or verbal request.

12. Mandatory Terms for Definitive Agreements

As a condition of award, the Supplier agrees that this RFX and any Letter of Intent, Award Letter, Purchase Order, contract or other definitive agreement issued by HDSB (each, a “**Definitive Agreement**”) will incorporate and be governed by: (i) this RFX and the HDSB Standard Terms and Conditions; and (ii) the mandatory provisions set out in Appendix F (the “**Mandatory Incorporated Provisions**”).

The Mandatory Incorporated Provisions shall be included in or are deemed included in every Definitive Agreement (and prevail in the event of conflict), notwithstanding any Supplier terms, order forms, shrink-wrap/click-wrap or other documents, which are of no force or effect unless expressly accepted in writing by HDSB. Notwithstanding the foregoing, such provisions shall be interpreted and applied with such modifications, adaptations, and conforming changes as may be necessary to ensure consistency with the structure, terminology, and context of the applicable Definitive Agreement and to give full effect to the intent of the HDSB as expressed herein.

The Supplier shall flow down the Mandatory Incorporated Provisions to all permitted subcontractors and remains fully responsible for their compliance.

13. Order of Precedence

In the event of any conflict, inconsistency, ambiguity or discrepancy among the documents forming this RFX and any resulting Definitive Agreement, the documents shall take precedence in the following order, to the extent of the conflict only.

Supplier terms and conditions (including quotations, proposals, order forms, shrink-wrap/click-wrap, websites/portals) are of no force or effect unless expressly accepted by HDSB in writing and identified as prevailing.

During the RFX process (prior to award)

1. Most recent Addendum(da), in reverse chronological order.
2. Any Special Terms and Conditions or Special Instructions to Suppliers included in this RFX.
3. The main body of this RFX.
4. Appendix F – Mandatory Incorporated Provisions (notwithstanding the foregoing, Appendix F prevails over any conflicting RFX term).
5. Other Appendices and Attachments to this RFX (excluding Appendix F), including the Scope of Work/Specifications/Drawings, schedules and forms (as applicable).
6. Questions and answers/clarifications only to the extent formally issued by Addendum.

7. The Supplier's Submission (including any BAFO and any Supplier-written clarifications requested by HDSB and accepted by HDSB in writing).

After award (Definitive Agreements: PO, Letter of Intent/Award Letter, standalone contract)

1. Most recent Amendment/Change Order/Change Directive, in reverse chronological order.
2. The executed Definitive Agreement (including any schedules), or the HDSB Purchase Order (including any PO Terms), or the Letter of Intent/Award Letter (as applicable).
3. Appendix F – Mandatory Incorporated Provisions (these are deemed incorporated into every Definitive Agreement and prevail over any conflicting term).
4. The main body of this RFX (front end).
5. Special Terms and Conditions or Special Instructions to Suppliers included in this RFX (if not already incorporated above).
6. Scope of Work/Specifications/Drawings and all technical requirements.
7. Other RFX Appendices and Attachments (excluding Appendix F).
8. The Supplier's Submission (including any BAFO and any Supplier-written clarifications requested by HDSB and accepted by HDSB in writing).

Additional rules of precedence

Later-dated documents of the same tier prevail over earlier-dated documents.

Addenda prevail over any previously issued portion of the RFX they modify.

Figures govern over scaled measurements on drawings; detailed specifications govern over general; project-specific requirements govern over standard specifications.

In the case of a discrepancy between words and figures, the words govern.

Responses to questions, presentations, demonstrations or site-meeting discussions are not binding unless and only to the extent incorporated by formal Addendum or written amendment executed by HDSB.

Post-award, the executed Definitive Agreement (or PO) prevails over Appendix F except where Appendix F is expressly incorporated as a mandatory, non-variable provision and identified as prevailing in the Definitive Agreement.

Nothing in this Order of Precedence limits HDSB's rights or remedies set out in the HDSB Standard Terms and Conditions.

SCOPE OF WORK

The Scope of Work includes the following documents:

- Project Manual for the Construction of the BURLINGTON CENTRAL H. S. HYDRO UPGRADE as drafted by Snyder Architects, Inc. (78 pages)

Project Manual for the
Construction of the
BURLINGTON CENTRAL H. S. HYDRO UPGRADE

at

1433 Baldwin Street
Burlington, Ontario

for



The Halton District School Board
2050 Guelph Line
Burlington, Ontario

Project No.: 2005A

HDSB RFT # 26-082

sn/derarchitects

*100 Broadview Avenue, Suite 301
Toronto, Ontario M4M 3H3
Tel.: 416.966.5444*

1 General

1.1 OWNER

.1 Owner for the Project is:

The Halton District School Board
2050 Guelph Line
Burlington, Ontario
L7R 3Z2

1.2 CONSULTANTS

.1 Document Responsibility: Refer to Section 00 01 10 - Table of Contents for indication of document responsibility. Abbreviations for entity responsible for document preparation are as indicated below in parentheses.

.2 The following firms comprise the Consultant team for the Project:

.1 Architect (A)

Snyder Architects, Inc.
100 Broadview Avenue, Suite 301
Toronto, Ontario
M4M 3H3
Telephone: 416.966.5444

.2 Electrical Engineer (E)

CK Engineering Inc.
2400 Industrial Street
Burlington, Ontario
L7P 1A5
Telephone: 905.631.1115

END OF DOCUMENT

PROCUREMENT AND CONTRACTING REQUIREMENTS GROUP

**Document
Responsibility**

Division 00 - Procurement and Contracting Requirements

Introductory Information

00 01 03	Project Directory	A
00 01 10	Table of Contents	A

Procurement Requirements

00 21 13	Instructions to Bidders	A
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Contracting Requirements

00 52 00	Agreement Forms	A
00 71 00	Contracting Definitions	A
00 72 00	General Conditions	A
00 73 00	Supplementary Conditions	A
00 73 63	Contract Performance Security	A

SPECIFICATIONS GROUP

GENERAL REQUIREMENTS SUBGROUP

Division 01 - General Requirements

01 11 00	Summary of Work	A
01 14 00	Work Restrictions	A
01 21 00	Allowances	A
01 25 00	Substitution Procedures	A
01 26 00	Contract Modification Procedures	A
01 29 00	Payment Procedures	A
01 31 00	Project Management and Coordination	A
01 32 00	Construction Progress Documentation	A
01 33 00	Submittal Procedures	A
01 35 00	Special Procedures	A
01 40 00	Quality Requirements	A
01 51 00	Temporary Utilities	A
01 52 00	Construction Facilities	A
01 56 00	Temporary Barriers and Enclosures	A
01 57 00	Temporary Controls	A
01 60 00	Product Requirements	A
01 71 00	Examination and Preparation	A
01 73 00	Execution	A
01 73 29	Cutting and Patching	A
01 74 00	Cleaning and Waste Management	A
01 76 00	Protecting Installed Construction	A
01 77 00	Closeout Procedures	A
01 78 00	Closeout Submittals	A

FACILITY CONSTRUCTION SUBGROUP

Divisions 02 to 19 - Not Used

FACILITY SERVICES SUBGROUP

Divisions 20 to 29 - Not Used

SITE AND INFRASTRUCTURE SUBGROUP

Divisions 30 to 39 - Not Used

PROCESS EQUIPMENT SUBGROUP

Divisions 40 to 49 - Not Used

1 Bidding Requirements

1.1 BID CALL

- .1 Bids will be received electronically through the designated e-procurement services provider before 2:00:00 pm local time on June 23, 2026 (hereinafter referred to as 'bid closing time') at:
<https://snyderarchitects.bidsandtenders.ca>.
- .2 The official bid closing time will be determined by the e-procurement services provider's web clock.
- .3 Bids cannot be submitted after the specified bid closing time.
- .4 Owner reserves the right to extend the bid closing time or cancel the bid call by addendum.
- .5 Bids are by invitation only from a list of prequalified Bidders. Bids received from unsolicited bidders will not be considered by Owner.
- .6 Bidders must have an active bidding system vendor account and be registered as a plan taker with the designated e-procurement services provider for this bid opportunity, which will enable the Bidder to:
 - .1 Download Bid Documents,
 - .2 Receive email notifications,
 - .3 Download addenda, and
 - .4 Submit a bid electronically.
- .7 To ensure receipt of latest information and updates via email regarding this Bid, or if a Bidder has obtained Bid Documents from a third party, it remains Bidder's responsibility to create a bidding system vendor account and register as a plan taker with the designated e-procurement services provider for this bid opportunity.
- .8 Bids will not be opened publicly with Bidders present.
- .9 Bid results will be disclosed promptly to all Bidders. Such disclosure will not imply that the bids received are compliant or that a contract will be awarded to the lowest or any Bidder.

1.2 BID DOCUMENT AVAILABILITY

- .1 Bid Documents are only available to registered plan takers in electronic form from the designated e-procurement services provider.
- .2 Bid Documents are made available only for the purpose of obtaining offers for this Project. It does not confer a license to use the Bid Documents for any other purpose.

1.3 EXAMINATION OF BID DOCUMENTS

- .1 Examine Bid Documents and promptly notify Consultant of any perceived errors, omissions, conflicts, or discrepancies in Bid Documents.

1.4 SITE EXAMINATION

- .1 Bidders shall visit Place of the Work and familiarize themselves with conditions affecting the Work before submitting a bid.
- .2 Bidders visiting Place of the Work shall provide their own personal protective equipment.
- .3 In accordance with General Conditions of the Contract, Bidders will include in their bid price for non-concealed and known conditions that are either visible or can be reasonably inferred from a site examination at Place of the Work and a review of available project information before bid submission.

1.5 BID FORM SUPPLEMENTS

- .1 Submit the following Bid Form Supplements together with the Bid Form:
 - .1 Bid security as specified.
 - .2 Consent of Surety Form.
 - .3 WSIB Certificate.
 - .4 Bid Form Supplement - List of Subcontractors.
- .2 Owner may, after bid closing time and before contract award, require any Bidder to submit additional supplementary information about any aspect of the Bidder's bid to verify compliance with the Bid Documents.

1.6 BID SECURITY

- .1 Submit with the bid a CCDC 220 form of bid bond in an amount of not less than 10 percent of the bid price.
- .2 The bid bond shall name The Halton District School Board as obligee and shall be signed, sealed, and dated by both Bidder and surety.
- .3 Upon request, bid bonds of unsuccessful Bidders will be returned after the successful Bidder has entered into a contract with Owner and submitted the specified contract security, or earlier at Owner's discretion.

1.7 BIDDER DEFAULT AND FORFEITURE OF BID SECURITY

- .1 If a Bidder whose bid is accepted by Owner in writing, without conditions, and within the acceptance period specified in the Bid Documents, refuses or fails within 15 calendar days after the date of issuance of the written acceptance of the bid, to sign a formal agreement with Owner for the performance of the Work and to obtain and submit the specified contract performance security, Bidder will be liable to Owner for the difference in money between Bidder's bid price and the amount for which Owner legally contracts with another party to perform the Work, if the latter amount is in excess of the former, up to the maximum amount of the submitted bid security.

1.8 CONTRACT SECURITY

- .1 Refer to Section 00 73 63 - Contract Performance Security.
- .2 Submit with the bid and bid bond a Consent of Surety, stating that the surety company issuing the bid bond is also willing to issue contract security in accordance with the Contract Documents.
- .3 Include cost of Consent of Surety in bid price.

1.9 TAXES

- .1 Include in bid price all taxes and customs duties in effect at the time of bid closing, except for Value Added Taxes as defined in the Contract.

1.10 WORKPLACE SAFETY & INSURANCE BOARD CERTIFICATE

- .1 Submit a signed certificate from the Workplace Safety & Insurance Board (WSIB), confirming that, at the date of the certificate, the Bidder maintains an account with WSIB, and is in good standing.

1.11 CONTRACT TIME

- .1 The Bidder, in submitting a bid, agrees to attain Ready-for-Takeover by the date specified in the Contract Documents, which will become the Contract Time under the Contract.

1.12 SUBSTITUTIONS

- .1 Where the Bid Documents specify particular Products by proprietary name, Consultant will consider Bidder requests for approval of substitutions during the bid period, as long as such requests are received, in writing, at least 7 days before the bid closing time and are in accordance with the requirements specified in Section 01 25 00. If Consultant accepts a substitution, the substitute Product will be named in an addendum. Otherwise Bidders shall consider the request for approval of the substitution to be rejected.

1.13 LIST OF SUBCONTRACTORS

- .1 Complete and submit Bid Form Supplement - List of Subcontractors, indicating those Subcontractors or Suppliers whose bids have been received by the Bidder, which names the Bidder would be prepared to accept for performance of the identified portions of the Work.
- .2 The purpose of this requirement is to protect the interests of subcontract bidders and the integrity of the bidding process. As long as the List of Subcontractors has been properly completed and submitted, the information will not be used in evaluating the bids to determine the lowest compliant Bidder.
- .3 Indicating Subcontractors as "OWN FORCES" is not considered acceptable and may be rejected by Owner, unless the Bidder can adequately prove they have sufficiently trained personnel and experience to undertake those portions of the Work.
- .4 Owner does not have any standing agreements with construction trade unions when performing work on it's properties, nor is it concerned with the union or non-union affiliation of bidders and workers. Such issues, if and when they arise among Contractor bidders and their Subcontractors, whether pre-selected or not, remain the responsibility of Bidders to resolve amongst themselves.

1.14 BID FORM SIGNING

- .1 Electronic signatures for signing of requested documents are considered acceptable.
- .2 Acceptable forms of electronic signature include, but are not limited to, typing of the bidder's authorized signing officer's name or inclusion of a graphic image of the bidder's authorized signing officer's signature, so long as the electronic signature is sufficient to identify the bidder's authorized signing officer.
- .3 The bidder's authorized signing officer agrees that whatever form of electronic signature is used constitutes a signature for the purpose of executing requested documents.

1.15 BID SUBMISSION

- .1 Bids will be received in electronic form only. Submit bid in compliance with the rules and procedures established by the designated e-procurement services provider.
- .2 Verbal, telephone, fax, e-mail message, text message, or hand delivered bids will not be accepted or acknowledged.

1.16 BID MODIFICATION AND WITHDRAWAL

- .1 Bidders shall comply with procedures for electronic bid modification and withdrawal established by the designated e-procurement services provider.
- .2 If a bid is withdrawn, a new bid may be submitted in accordance with specified bidding requirements, as long as it is received before the bid closing time.

- .3 Owner assumes no responsibility or liability for modifications or withdrawals that are, for any reason, delayed, illegible, unclear as to intent, ambiguous, contrary to these instructions, or otherwise improperly received. Owner may disregard improperly received modifications or withdrawals.

1.17 BIDDING IRREGULARITIES

- .1 Bidders are cautioned that the timing of Bid submission is based on when their bid is received by the e-procurement services provider, and not when their Bid is submitted by bidder. Bid transmission can be delayed in an 'internet traffic jam' due to file transfer size, transmission speed and other electronic considerations. It is recommended that bidders allow sufficient time to upload their Bid with required attachments and to resolve any issues that may arise before bid closing time.
- .2 The e-procurement services provider will send a confirmation email to bidder advising their Bid was submitted successfully. In the event a confirmation email is not received, bidder is urged to contact the designated e-procurement services provider's technical support department via email at: support@bidsandtenders.ca.
- .3 Bids with Bid Forms or required Bid Form Supplements that are improperly prepared, signed or submitted contrary to these Instructions to Bidders, or that contain added conditions or other irregularities of any kind, may, at Owner's discretion, be rejected as non-compliant.
- .4 Owner may accept or waive a minor and inconsequential irregularity. The determination of what is, or is not, a minor and inconsequential irregularity, the determination of whether or not to accept or waive such an irregularity, and the final determination of whether the bid is compliant, will be at Owner's sole discretion.
- .5 The following irregularities relate to what are considered mandatory bidding requirements. These will not be considered minor and inconsequential and will cause the bid to be rejected as non-compliant:
 - .1 Bid or Bid Form Supplement is received after the specified bid closing time.
 - .2 Required Bid Form or Bid Form Supplement is missing.
 - .3 Bid Form or Bid Form Supplement is not in the form provided or required.
 - .4 Bid security is improperly completed or executed, if such improper completion or execution may render the bid security unenforceable.
 - .5 Bid price is illegible, ambiguous or unclear.
 - .6 One or more conditions are added to or submitted with the bid, the effect of which is a material modification of the Bid Documents.
 - .7 Failure to indicate in the Bid Form the addendum number(s) of all addenda received.
 - .8 Failure to comply with any other bidding requirement expressly characterized as mandatory elsewhere in the Bid Documents.

1.18 BID ACCEPTANCE PERIOD

- .1 Bids shall remain open to acceptance by Owner and shall be irrevocable until another Bidder enters into a contract with Owner for performance of the Work or until expiry of the bid acceptance period stated in the Bid Form, whichever occurs first.
- .2 After bid closing and before expiry of the bid acceptance period stated in the Bid Form, Owner may request all Bidders to agree to an extension of the originally specified bid acceptance period. In such case the bid acceptance period will be extended subject to the Bidder, whose bid the Owner wishes to accept, having agreed in writing to the extension.

1.19 BID ACCEPTANCE

- .1 The lowest or any bid will not necessarily be accepted and Owner may reject any and all bids.

- .2 The Contract will be established if and when the successful Bidder receives from Owner a written notification accepting the bid without any conditions. If Owner's written notification accepting the bid contains, or is subject to, any conditions, the Contract will be established if and when the Bidder accepts all such conditions in writing or when the parties execute the agreement.
- .3 If the lowest compliant bid exceeds Owner's budget, and Owner is unwilling or unable to award a contract at the bid price, Owner may:
 - .1 Negotiate, with lowest compliant Bidder only, changes to the Bid Documents and a reduced bid price acceptable to Owner, or
 - .2 Invite the three lowest compliant Bidders to re-bid on modified Bid Documents under a new bid call.

1.20 INTERPRETATION AND MODIFICATION OF BID DOCUMENTS

- .1 If an inquiry requires an interpretation or modification of the Bid Documents, the response to that inquiry will be issued in the form of a written addendum only, to ensure that all Bidders base their bids on the same information.
- .2 Replies to inquiries or interpretations or modifications of the Bid Documents made by e-mail, verbally, or in any manner other than a written addendum, will not form part of the Bid Documents and will not be binding.

1.21 ADDENDA

- .1 Addenda may be issued to modify the Bid Documents in response to inquiries or as may be considered necessary.
- .2 Addenda issued during the bid period will become part of the Bid Documents.
- .3 No addenda will be issued later than two Working Days before the bid closing time.
- .4 Each Bidder shall ascertain before bid submission that it has received all addenda issued during the bid period. Bidders must acknowledge receipt of each addendum by checking a box for each addendum and any applicable attachments issued before they can submit their Bid.

1.22 INQUIRIES

- .1 Inquiries must be submitted through the e-procurement services provider by selecting the "SUBMIT QUESTION" button.
- .2 Submit inquiries as early as possible in the bid period and not less than 7 Working Days before the bid closing time. Inquiries received after this time may not receive a response.

END OF SECTION

- 1 General
- 1.1 AGREEMENT
 - .1 CCDC 2-2020 Stipulated Price Contract, as amended below, forms the basis of Agreement between Owner and Contractor.
- 1.2 AMENDMENTS TO THE AGREEMENT
 - .1 Article A-5 - Payment
 - .1 Revise Subparagraph A-5.1.1 by adding the following words to the end: *"... or, where there is no Payment Certifier, jointly by the Owner and Contractor"*.
 - .2 Article A-6 - Receipt and Addresses for Notices in Writing
 - .1 Delete Paragraph A-6.5 in its entirety and replace it with the following: *"Contact information for a party may be changed by Notice in Writing to the other party setting out the new contact information in accordance with this Article."*

END OF SECTION

1 General

1.1 DEFINITIONS

- .1 CCDC 2-2020 Stipulated Price Contract includes the Definitions of specific words and terms.

1.2 SUPPLEMENTARY DEFINITIONS

- .1 Add a new Definition for Proper Invoice as follows: *"Proper Invoice means a proper invoice as defined in the Payment Legislation, if any, and as may be modified by written agreement between the parties to the extent permitted by such Payment Legislation."*
- .2 Add a new Definition for Submittals, as follows: *"Submittals are documents or items required by the Contract Documents to be submitted by Contractor, such as Shop Drawings, samples, models, and mock-ups; indicating details or characteristics, before the portion of the Work that they represent can be incorporated into the Work."*
- .3 Add a new Definition for Closeout Submittals, as follows: *"Closeout Submittals are documents or items required by the Contract Documents to be submitted by Contractor, such as manuals, as-built drawings, spare parts, extra stock materials, and special tools; required for Owner's operation and maintenance of the Project."*

END OF SECTION

- 1 General
- 1.1 GENERAL CONDITIONS
 - .1 CCDC 2-2020 Stipulated Price Contract is the General Conditions between Owner and Contractor.
- 1.2 SUPPLEMENTARY CONDITIONS
 - .1 Refer to Supplementary Conditions for amendments and supplements to General Conditions.
 - .2 Where a General Condition of the Contract or a paragraph of the General Conditions of the Contract is deleted by Supplementary Condition, the numbering of the remaining General Conditions or paragraphs shall remain unchanged, and the numbering of the deleted item will be retained, unused.

END OF SECTION

1 Supplements to General Conditions

1.1 GC 1.1 - CONTRACT DOCUMENTS

- .1 Delete Paragraph 1.1.3 in its entirety and replace with the following: *"The Contractor shall review the Contract Documents for the purpose of facilitating and coordination and execution of the Work by the Contractor. The Contractor shall report promptly to the Consultant any ambiguities, design issues or other matters requiring clarification made known to the Contractor or that the Contractor may discover from such a review. Such review by the Contractor shall comply with the standard of care described in paragraph 3.9.1 of the Contract."*
- .2 Delete Paragraph 1.1.4 in its entirety and replace with the following: *"Except for its obligation to review the Contract Documents and report the result pursuant to paragraph 1.1.3, the Contractor is not responsible for ambiguities, design issues or other matters requiring clarification in the Contract Documents and does not assume any responsibility to the Owner or to the Consultant for the accuracy of the Contract Documents. Without limiting the foregoing, the Contractor shall not be liable for any damages or costs resulting from any ambiguities, design issues or other matters requiring clarification in the Contract Documents which the Contractor could not reasonably have discovered from such review in accordance with the standard of care. If the Contractor does discover any ambiguities, design issues or other matters requiring clarification in the Contract Documents, the Contractor shall not proceed with the work affected until the Contractor has received modified or additional information from the Consultant. The impacts of any ambiguities, design issues or other matters requiring clarification in the Contract Documents, including to the Contract Price and Contract Time, shall be addressed by the parties in accordance with Part 6 - CHANGES IN THE WORK."*
- .3 Revise Subparagraph 1.1.6.2 by adding the following clause to the end: *"except to the extent the Consultant is indemnified as a third party beneficiary as provided in subparagraphs 9.2.7.4 and 9.5.3.4 and in paragraph 13.1.7."*

1.2 GC 2.2 - ROLE OF THE CONSULTANT

- .1 Add new Sentence to Paragraph 2.2.3, as follows: *"Without limiting the foregoing, the Consultant may appoint one or more authorized representatives in writing who may fulfill the obligations of the Consultant under this Contract."*
- .2 Revise Paragraph 2.2.8 by adding the words 'written statements' after the word 'interpretations' in both the first and second sentences; and by adding the following sentence to the end of the paragraph: *"The Owner and the Contractor shall waive any claims against the Consultant arising out of its making of any interpretations, written statements or findings in accordance with paragraphs 2.2.6, 2.2.7, 2.2.8 and 7.1.2, but only to the extent that any such interpretations, written statements and findings are made by the Consultant in an unbiased manner, and in accordance with the Consultant's professional standard of care at law."*
- .3 Revise Paragraph 2.2.13 by adding the words "which are submitted" before the words 'by the Contractor'.

1.3 GC 2.4 - DEFECTIVE WORK

- .1 Delete Paragraph 2.4.1 in its entirety and replace with the following: *"The Contractor shall promptly correct, in a manner acceptable to the Owner and the Consultant, defective work that has been rejected by the Consultant as failing to conform to the Contract Documents, or work that the Contractor discovers to be defective, whether or not the defective work had been identified by the Consultant, and whether or not the defective work was incorporated in the Work or the defect is the result of poor workmanship, use of defective Products or damage through carelessness or other act or omission of the Contractor."*

- .2 Add new Paragraph 2.4.4 as follows: *"The Contractor shall prioritize the correction of any defective work which, in the sole discretion of the Owner, adversely affects the day-to-day operation of the Owner."*
- 1.4 GC 3.1 - CONTROL OF THE WORK
- .1 Add new Paragraph 3.1.3 as follows: *"Prior to commencing individual procurement, fabrication and construction activities, Contractor shall verify at Place of the Work relevant measurements and levels necessary for proper and complete fabrication, assembly and installation of the Work and shall further carefully compare such field measurements and conditions with the requirements of Contract Documents. Where dimensions are not included or contradictions exist, or exact locations are not apparent, Contractor shall immediately notify Consultant in writing and obtain written instructions from Consultant before proceeding with any affected part of the Work."*
- 1.5 GC 3.2 - CONSTRUCTION BY THE OWNER AND OTHER CONTRACTORS
- .1 Add new Paragraph 3.2.7 as follows: *"At commencement of the Work, the Contractor shall prepare for the review and acceptance of the Owner and the Consultant, a schedule indicating the times, within the construction schedule referred to in GC 3.4 - CONSTRUCTION SCHEDULE, that items that are specified to be Owner purchased and Contractor installed or hooked up are required at the Place of the Work to avoid delaying the progress of the Work."*
- 1.6 GC 3.6 - SUBCONTRACTORS AND SUPPLIERS
- .1 Revise Paragraph 3.6.2 by adding the following sentence to the end of the paragraph: *"The Contractor shall not subsequently change Subcontractors without the prior written approval of the Owner."*
- 1.7 GC 3.7 - LABOUR AND PRODUCTS
- .1 Revise Paragraph 3.7.1 by adding the following to the end: *"The Contractor represents that it has sufficient skilled employees to replace, subject to the Owner's approval, acting responsibly, its designated supervisor and project manager in the event of death, incapacity, removal or resignation."*
- .2 Add new Paragraph 3.7.4 as follows: *"The Owner shall provide the Contractor in a timely manner with all relevant information (including storage, protection, and installation requirements) regarding Products to be supplied by the Owner or other contractors and, prior to delivery of any such Products to the Place of the Work, the Owner shall obtain the Contractor's written approval of the delivery date and proposed storage, protection and installation requirements."*
- .3 Add new Paragraph 3.7.5 as follows: *"Once the Contractor has accepted delivery of Products, the Contractor shall be responsible for the safe storage and protection of Products as required to avoid dangerous conditions or contamination to the Products or other persons or property. Products shall be stored in locations and at the Place of the Work to the satisfaction of the Owner and the Consultant as agreed and approved by the Contractor pursuant to paragraph 3.7.4."*
- .4 Add new Paragraph 3.7.6 as follows: *"Notwithstanding the foregoing, the Contractor shall not be responsible for any Products supplied by the Owner or other contractors unless:*
- .1 the Contract Documents expressly stipulate that such Product is to be the Contractor's responsibility and to be installed by the Contractor as part of the Work;*
 - .2 the Contractor has or has received from the Owner proof of insurance coverage sufficient, at a minimum, to cover the replacement cost of such Product; and*
 - .3 the Owner obtained the Contractor's approval as required by paragraph 3.7.4."*

1.8 GC 3.8 - SHOP DRAWINGS

- .1 Add the words "*AND OTHER SUBMITTALS*" to the title of GC 3.8 after the words 'SHOP DRAWINGS'.
- .2 Add the words "*and Submittals*" after the words '*Shop Drawings*' in paragraphs 3.8.1, 3.8.2, 3.8.3, subparagraph 3.8.3.2, and paragraphs 3.8.5, 3.8.6 and 3.8.7.
- .3 Delete Paragraph 3.8.2 in its entirety and replace it with the following: "*Prior to the first application for payment, the Contractor and the Consultant shall jointly prepare a schedule of the dates for submission and return of Shop Drawings and Submittals in an orderly sequence.*"
- .4 Revise Paragraph 3.8.7 by deleting the clause 'with reasonable promptness so as to cause no delay in the performance of the Work' and replace it with the following clause: "*within 10 Working Days or such longer period as may be reasonably required*".

1.9 ADD NEW GC 3.9 - PERFORMANCE BY CONTRACTOR

- .1 Add new Paragraph 3.9.1 as follows: "*In performing its services and obligations under the Contract, the Contractor shall exercise a standard of care, skill and diligence that would normally be provided by an experienced and prudent contractor supplying similar services for similar projects. The Contractor acknowledges and agrees that throughout the Contract, the Contractor's obligations, duties and responsibilities shall be interpreted in accordance with this standard. The Contractor shall exercise the same standard of due care and diligence in respect of any Products, personnel, or procedures which it may recommend to the Owner.*"

1.10 GC 4.1 - CASH ALLOWANCES

- .1 Delete Paragraph 4.1.7 in its entirety and replace with the following: "*At the commencement of the Work, the Contractor shall prepare for the review and acceptance of the Owner and the Consultant, a schedule indicating the times, within the construction schedule referred to in GC 3.4 - CONSTRUCTION SCHEDULE that items called for under cash allowances are required to be delivered to the Place of the Work to avoid delaying the progress of the Work.*"
- .2 Add new Paragraph 4.1.8 as follows: "*The Owner reserves the right to call, or to have the Contractor call, for competitive bids for portions of the Work, to be paid for from cash allowances.*"

1.11 GC 5.2 - APPLICATIONS FOR PAYMENT

- .1 Revise Paragraph 5.2.7 by deleting the words 'first payment' and replacing them with the words "*second payment*".

1.12 GC 5.4 - SUBSTANTIAL PERFORMANCE OF THE WORK AND PAYMENT OF HOLDBACK

- .1 Delete Paragraph 5.4.1 in its entirety and replace it with the following: "*When the Contractor considers that the Work is substantially performed, or if permitted by the lien legislation applicable to the Place of the Work a designated portion thereof which the Owner agrees to accept separately is substantially performed, the Contractor shall, within five (5) Working Days, deliver to the Consultant and to the Owner a comprehensive list of items to be completed or corrected, together with a written application for a review by the Consultant to establish Substantial Performance of the Work or substantial performance of the designated portion of the Work. Failure to include an item on the list does not alter the responsibility of the Contractor to complete the Contract.*"

- .2 Delete Paragraph 5.4.2 in its entirety and replace it with the following: *"The Consultant will review the Work to certify or verify the validity of the application and shall promptly, and in any event, no later than 10 calendar days after receipt of the Contractor's application:*
 - .1 *advise the Contractor in writing that the Work or the designated portion of the Work is not substantially performed and give reasons why, or*
 - .2 *state the date of Substantial Performance of the Work or a designated portion of the Work in a certificate and issue a copy of that certificate to each of the Owner and the Contractor."*
 - .3 Delete Paragraph 5.4.3 in its entirety and replace it with the following: *"Where the holdback amount required by the applicable lien legislation has not been placed in a separate lien holdback account, the Owner shall, no later than 10 calendar days prior to the expiry of the holdback period stipulated in the lien legislation applicable to the Place of the Work, place the holdback amount in a bank account in the joint names of the Owner and the Contractor."*
 - .4 Delete Paragraph 5.4.4 in its entirety and replace it with the following: *"Subject to the requirements of any Payment Legislation, all holdback amounts prescribed by the applicable lien legislation for the Place of the Work shall become due and payable to the Contractor no later than 10 Working Days following the expiration of the holdback period stipulated in the lien legislation applicable to the Place of the Work, as certified or verified by the Consultant when permitted by any Payment Legislation."*
 - .5 Delete Paragraph 5.4.5 in its entirety and replace it with the following: *"The Contractor shall submit an application for release of the lien holdback amount in accordance with the lien legislation applicable to the Place of the Work. Except to the extent required by any Payment Legislation, such application for release of the holdback shall not constitute an application for payment that is subject to Proper Invoice requirements."*
 - .6 Delete Paragraph 5.4.6 in its entirety and replace it with the following: *"Where legislation permits progressive release of the holdback for a portion of the Work and the Consultant has certified or verified that the part of the Work has been performed prior to Substantial Performance of the Work, the Owner hereby agrees to release, and shall release the holdback for such portion of the Work to the Contractor in accordance with such legislation."*
 - .7 Add new Paragraph 5.4.7 as follows: *"Notwithstanding any progressive release of the holdback, the Contractor shall ensure that such parts of the Work are protected pending the issuance of a final certificate for payment or until the Owner takes early occupancy in accordance with GC 12.2 - EARLY OCCUPANCY BY THE OWNER, whichever comes first, and shall be responsible for the correction of defects or work not performed regardless of whether or not such was apparent when the holdback was released."*
- 1.13 GC 5.5 - FINAL PAYMENT
- .1 Revise Paragraph 5.5.1 by adding the following Sentence to the end of the paragraph: *"The application for final payment shall meet the requirements of Proper Invoice."*
 - .2 Revise Paragraph 5.5.3 by adding the following Sentence to the end: *"Subject to any Payment Legislation, when the Consultant finds the Contractor's application for final payment to be not valid, the Contractor shall revise and resubmit the application when the Contractor has addressed the reasons given by the Consultant."*
- 1.14 GC 6.3 - CHANGE DIRECTIVE
- .1 Revise Subparagraph 6.3.7.18 by deleting the word 'and' from the end of the subparagraph.
 - .2 Revise Subparagraph 6.3.7.19 by deleting the period at the end of the subparagraph, and replacing it with *"; and"*.
 - .3 Add new Subparagraph 6.3.7.20 as follows: *"safety measures and requirements."*

- 1.15 GC 6.4 - CONCEALED OR UNKNOWN CONDITIONS
- .1 Add new Paragraph 6.4.5 as follows: *"The Contractor confirms that, prior to bidding the Project, it carefully investigated the Place of the Work and applied to that investigation the degree of care and skill described in paragraph 3.9.1, given the amount of time provided between the issue of the bid documents and the actual closing of bids, the degree of access provided to the Contractor prior to the submission of its bid, and the sufficiency and completeness of the information provided by the Owner. The Contractor is not entitled to compensation or to an extension of the Contract Time for conditions which could reasonably have been ascertained by the Contractor by such review undertaken in accordance with this paragraph 6.4.5."*
- 1.16 GC 6.6 - CLAIMS FOR A CHANGE IN CONTRACT PRICE
- .1 Revise Paragraph 6.6.5 by adding the words *"as noted in paragraph 6.6.3"* after the words 'of the claim' and add the words *"and the Consultant"* at the end of the paragraph.
- 1.17 GC 7.1 - OWNER'S RIGHT TO PERFORM THE WORK, TERMINATE THE CONTRACTOR'S RIGHT TO CONTINUE WITH THE WORK OR TERMINATE THE CONTRACT
- .1 Add Paragraph 7.1.7 as follows: *"When a performance bond has been obtained and submitted to Owner by Contractor, the provisions of paragraph 7.1.5 shall be exercised in accordance with the conditions of such performance bond unless Owner chooses to forfeit it's rights under said bond."*
- 1.18 GC 8.2 - ADJUDICATION
- .1 Revise Paragraph 8.2.1 by deleting the word 'prescribed' and replacing it with the words *"provided for"*.
- 1.19 GC 8.3 - NEGOTIATION, MEDIATION AND ARBITRATION
- .1 Add new Paragraph 8.3.9 as follows: *"Within five (5) days of receipt of the notice of arbitration by the responding party under paragraph 8.3.6, the Owner and the Contractor shall give the Consultant a written notice containing:*
- .1 a copy of the notice of arbitration;*
 - .2 a copy of supplementary conditions 8.3.9 to 8.3.13 of this Contract, and;*
 - .3 any claims or issues which the Contractor or the Owner, as the case may be, wishes to raise in relation to the Consultant arising out of the issues in dispute in the arbitration."*
- .2 Add new Paragraph 8.3.10 as follows: *"The Owner and the Contractor agree that the Consultant may elect, within ten (10) days of receipt of the notice under paragraph 8.3.9, to become a full party to the arbitration under paragraph 8.3.6 if the Consultant:*
- .1 has a vested or contingent financial interest in the outcome of the arbitration;*
 - .2 gives the notice of election to the Owner and the Contractor before the arbitrator is appointed;*
 - .3 agrees to be a party to the arbitration within the meaning of the rules referred to in Paragraph 8.3.6, and;*
 - .4 agrees to be bound by the arbitral award made in the arbitration."*
- .3 Add new Paragraph 8.3.11 as follows: *"Without limiting and subject to the Owner's and Contractor's rights under paragraph 8.3.12 to challenge whether the Consultant has satisfied the requirements of Paragraph 8.3.10, if an election is made under Paragraph 8.3.10:*
- .1 the Owner or Contractor may request particulars and evidence of the Consultant's vested or contingent financial interest in the outcome of the arbitration;*
 - .2 the Consultant shall participate in the appointment of the arbitrator; and,*

- .3 *notwithstanding the rules referred to in paragraph 8.3.6, the time period for reaching agreement on the appointment of the arbitrator shall begin to run from the date the respondent receives a copy of the notice of arbitration."*
 - .4 Add new Paragraph 8.3.12 as follows: *"The arbitrator in the arbitration in which the Consultant has elected under paragraph 8.3.10 to become a full party may:*
 - .1 *on application of the Owner or the Contractor, determine whether the Consultant has satisfied the requirements of paragraph 8.3.10, and;*
 - .2 *make any procedural order considered necessary to facilitate the addition of the Consultant as a party to the arbitration."*
 - .5 Add new Paragraph 8.3.13 as follows: *"The provisions of paragraph 8.3.9 shall apply (with all appropriate changes being made) to written notice to be given by the Consultant to any sub-consultant."*
- 1.20 GC 9.1 - PROTECTION OF WORK AND PROPERTY
- .1 Delete Subparagraph 9.1.1.1 in its entirety and replace it with the following: *"errors in the Contract Documents which the Contractor could not have discovered applying the standard of care described in paragraph 3.9.1;".*
 - .2 Delete Paragraph 9.1.2 in its entirety and replace it with the following: *"Before commencing any Work, the Contractor shall determine the locations of all underground utilities and structures indicated in the Contract Documents, or that are discoverable by applying to an inspection of the Place of the Work the degree of care and skill described in Paragraph 3.9.1."*
- 1.21 GC 9.2 - TOXIC AND HAZARDOUS SUBSTANCES
- .1 Revise Paragraph 9.2.6 by adding the following clause after the word "responsible": *"... or whether any toxic and hazardous substances or materials already at Place of the Work (and which were then harmless or stored, contained or otherwise dealt with in accordance with legal and regulatory requirements) were dealt with by the Contractor or anyone for whom the Contractor is responsible in a manner which does not comply with legal and regulatory requirements, or which threatens human health and safety or the environment, or material damage to the property of the Owner or others, the Owner shall ..."*
 - .2 Revise Subparagraph 9.2.7.4 by adding the words *"and the Consultant"* after the word 'Contractor'.
 - .3 Revise Paragraph 9.2.8 by adding the following clause after the word "responsible": *"... or that any toxic and hazardous substances or materials already at the Place of the Work (and which were then harmless or stored, contained or otherwise dealt with in accordance with legal and regulatory requirements) were dealt with by the Contractor or anyone for whom the Contractor is responsible in a manner which does not comply with legal and regulatory requirements, or which threatens human health and safety or the environment, or material damage to the property of the Owner or others, the Contractor shall ..."*
- 1.22 GC 9.5 - MOULD
- .1 Revise Subparagraph 9.5.3.4 by adding the words *"and the Consultant"* after the word 'Contractor'.
- 1.23 GC 10.1 - TAXES AND DUTIES
- .1 Revise Paragraphs 10.1.1 and 10.1.2 by replacing the original term "taxes and duties" with the new term *"taxes, duties and tariffs"*.

- .2 Add new Paragraph 10.1.3 as follows: *"To the extent that the Contractor is importing Products, and new taxes, duties and tariffs are placed upon such Products after the time of the bid closing, then the following shall apply:*
 - .1 *"The Contractor shall notify the Owner of the price impact of new taxes, duties and tariffs (whether imposed directly by Canada or indirectly by another Country on the necessary supply chain imports prior to coming into Canada). Such notice shall include:*
 - .1 *A detailed description of the new taxes, duties and tariffs, including the rates, amounts, and specific Products affected; and*
 - .2 *Supporting documentation demonstrating the direct impact of the new taxes, duties and tariffs on the Contract.*
 - .2 *"The Contractor shall take reasonable measures to mitigate the impact of the new taxes, duties and tariffs, including but not limited to:*
 - .1 *Identifying and proposing cost-effective substitute Products available in Canada or other jurisdictions that comply with the Contract Documents. If no acceptable substitute Products are available, the Contractor shall submit a written explanation to the Owner, supported by evidence of the Contractor's efforts to source acceptable substitute Products.*
 - .2 *Advancing importation of the Products across the border prior to the enactment of the new taxes, duties and tariffs, where reasonably feasible; and*
 - .3 *Exploring and implementing other reasonable measures to avoid or minimize related costs.*
 - .3 *"The Contractor shall prepare and submit a New Taxes, Duties and Tariffs Proposal, that shall include:*
 - .1 *Documentation of the direct costs or savings reasonably incurred solely due to the new taxes, duties and tariffs;*
 - .2 *A proposed adjustment to the Contract Price, limited to such documented costs, if the Contractor continues with the imported Products;*
 - .3 *A cost-benefit analysis comparing the use of imported Products with proposed substitute Products, if available;*
 - .4 *Any proposed adjustment to the Contract Price and Contract Time if a proposed substitute Product is approved for use by the Owner; and*
 - .5 *Any additional information reasonably requested by the Owner.*
 - .4 *"On receipt of the New Taxes, Duties and Tariffs Proposal, the Owner shall promptly deliver a Notice in Writing to the Contractor, instructing them to:*
 - .1 *Proceed with the imported Products with the change to the Contract Price recorded in a Change Order; or*
 - .2 *Proceed with the proposed substitute Products, with the change to the Contract Price and Contract Time recorded in a Change Order; or*
 - .3 *Submit additional information or clarification to facilitate the Owner's decision.*
 - .5 *"Any adjustment to the Contract Price on account of new taxes, duties and tariffs shall be strictly limited to the actual, demonstrable, substantiated, and auditable direct costs or savings reasonably incurred by the Contractor due to the new taxes, duties and tariffs."*
- 1.24 GC 10.2 - LAWS, NOTICES, PERMITS, AND FEES
- .1 Revise Paragraph 10.2.5 by deleting the word 'The' from the start of the paragraph and substituting it with the words *"Subject to paragraph 3.9.1, the"*.
- 1.25 GC 11.1 - INSURANCE
- .1 Delete Subparagraph 11.1.1.3 describing aircraft and watercraft Liability Insurance in its entirety.

1.26 GC 12.1 - READY-FOR-TAKEOVER

- .1 Revise Paragraph 12.1.3 by deleting the words 'written application for *Ready-for-Takeover*', and replacing them with the words "*written application for determination of Ready-for-Takeover*".

1.27 GC12.2 - EARLY OCCUPANCY BY THE OWNER

- .1 Revise Paragraph 12.2.4 by deleting the word 'achieve' and replacing it with the words "*have achieved*".

1.28 GC 12.3 - WARRANTY

- .1 Revise Paragraph 12.3.2 by deleting the word 'The' from the start of the paragraph and substituting it with the words "*Subject to paragraph 3.9.1, the*".
- .2 Amend Paragraph 12.3.3 by adding the following Sentence: "*The warranty period for corrected work shall re-commence upon acceptance of the correction.*"

1.29 GC 13.1 - INDEMNIFICATION

- .1 Revise Paragraph 13.1.3 by deleting the words 'paragraphs 13.1.1 and 13.1.2' and replacing them with the words "*paragraphs 13.1.1, 13.1.2 and 13.1.7*".
- .2 Add new Paragraph 13.1.7 as follows: "*The Contractor shall indemnify and hold harmless the Consultant, its agents and employees from and against all claims, demands, losses, costs, damages, actions, suits, or proceedings by third parties that arise out of, or are attributable to the Contractor's performance of the Contract, provided such claims are:*
 - .1 *attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property,*
 - .2 *caused by negligent acts or omissions of the Contractor or anyone for whose negligent acts or omissions the Contractor is liable, and*
 - .3 *made by Notice in Writing within a period of 6 years from the Ready-for-Takeover date or within such shorter period as may be prescribed by any limitation statute or the Province or Territory of the Place of the Work.*"

END OF SECTION

1 General

1.1 SURETY BONDS

- .1 Prior to commencement of the Work, obtain and submit to Owner the required surety bonds.
- .2 Surety bonds shall be issued by a duly licensed surety company authorized to transact the business of suretyship at Place of the Work.
- .3 Bonds shall name The Halton District School Board as obligee and shall be signed, sealed and dated by both Contractor and surety company.
- .4 Maintain surety bonds in good standing until fulfilment of the Contract.

1.2 PERFORMANCE BOND

- .1 Obtain and submit a Performance Bond for Fifty percent (50%) of Contract Price, to assure the faithful performance of the Contract, including corrections to the Work required under GC 12.3 - Warranty; on Ontario Construction Act Form 32, Performance Bond Under Section 85.1 of the Act.

1.3 LABOUR AND MATERIAL PAYMENT BOND

- .1 Obtain and submit a Labour and Material Payment Bond for Fifty percent (50%) of Contract Price, to assume faithful payment of monies to parties in contract with the Contract; on Ontario Construction Act Form 31, Labour and Material Payment Bond Under Section 85.1 of the Act.

END OF SECTION

1 General

1.1 WORK OF THIS CONTRACT

- .1 Work of this Contract comprises the following:

Construction of the
BURLINGTON CENTRAL H. S. HYDRO UPGRADE

located at:
1433 Baldwin Street,
Burlington, Ontario;

and is further identified as:
HDSB RFT #26-082, and
SAi Project No.: 2005A.

1.2 DIVISION OF WORK

- .1 Division of the Work among Subcontractors and Suppliers is solely Contractor's responsibility. Consultant and Owner assume no responsibility to act as an arbiter to establish subcontract limits between Sections or Divisions of the Work.

1.3 SPECIFICATIONS LANGUAGE AND STYLE

- .1 Specifications are written in imperative mood and in streamlined form. Imperative language is directed to Contractor, unless stated otherwise.
- .2 Complete sentences by reading "shall", "Contractor shall", "shall be", and similar phrases by inference. Where a colon (:) is used within sentences and phrases, read the words "shall be" by inference.
- .3 Fulfil and perform all indicated requirements whether stated imperatively or otherwise.
- .4 When used in the context of a Product, read the word "Provide" to mean "supply and install to result in a complete installation ready for its intended use".

1.4 SPECIFICATIONS MEASUREMENTS AND DIMENSIONS

- .1 Specifications are written using metric measurements and dimensions.
- .2 This does not preclude the use of Products manufactured or produced to imperial measurements.
- .3 It remains Contractor's responsibility to make the various parts of the Project come together properly and neatly in a complete manner, in accordance with Contract Documents.

1.5 CONTRACT DOCUMENTS FOR CONSTRUCTION PURPOSES

- .1 Contract Documents were prepared by Consultant for the account of Owner. Information contained in Contract Documents reflects Consultant's best judgement in light of the information available to them at the time of preparation. Any use which a third party makes of Contract Documents, or any reliance on or decisions to be made based on them, are the responsibility of such third parties. Consultant accepts no responsibility for damages, if any, suffered by any third party as a result of decisions made or actions based on Contract Documents.
- .2 Owner will supply Contractor with a complete set of Contract Documents in electronic form before commencement of the Work. Contractor may print hard copies for construction purposes as required.

1.6 DOCUMENTS AT PLACE OF THE WORK

- .1 Keep the following documents at Place of the Work, stored securely and in good order and available to Owner and Consultant in both hard copy and electronic form.
 - .1 Current Contract Documents, including Drawings, Specifications, addenda, bid revisions, and Notices in Writing.
 - .2 Proposed changes, Change Orders, Change Directives and Supplemental Instructions.
 - .3 Reviewed Shop Drawings, Product data, and samples.
 - .4 Field test reports and records.
 - .5 Construction schedule.
 - .6 Construction daily log.
 - .7 Meeting minutes.
 - .8 Manufacturer's certifications.
 - .9 Current as-built drawings.
 - .10 WHMIS safety data sheets (SDS) for controlled Products.
 - .11 Manufacturer's installation and maintenance guidelines.
 - .12 Consultant's field review reports and deficiency reports.
 - .13 Permits and reports issued by authorities having jurisdiction.
- .2 Make documents available to Consultant for review at Place of the Work.

1.7 CONTRACTOR USE OF THE PREMISES

- .1 Except as otherwise specified in Section 01 14 00, Contractor has unrestricted use of the defined area of construction at Place of the Work from time of Contract award until Ready-for-Takeover.
- .2 Confine Construction Equipment, Temporary Work, storage of Products, waste materials and debris, and other construction operations to limits required by laws, ordinances, permits, and Contract Documents, whichever is most restrictive. Do not unreasonably encumber Place of the Work.

1.8 OWNER-SUPPLIED PRODUCTS

- .1 Owner Responsibilities
 - .1 Order and pay for Owner-supplied Products not already in Owner's possession.
 - .2 Arrange and pay for delivery of Owner-supplied Products F.O.B. Place of the Work, within time frames required by Contractor's construction progress schedule. If delivered sooner than required by Contractor's latest construction progress schedule submitted to Owner, arrange and pay for delivery to a temporary storage location and subsequent delivery to Place of the Work.
 - .3 Advise Contractor in writing of the value of Owner-supplied Products for Contractor's insurance purposes.
 - .4 Arrange and pay for delivery to Contractor of reviewed Shop Drawings, Product data, samples, and manufacturer's instructions and certificates.
 - .5 Inspect deliveries jointly with Contractor.
 - .6 Submit claims for transportation damage.
 - .7 Arrange for replacement of damaged, defective or missing items identified at time of delivery.
 - .8 Arrange for manufacturer's field services.
 - .9 Arrange for delivery of manufacturer's warranties to Contractor for inclusion in operation and maintenance manuals.

- .2 Contractor Responsibilities
 - .1 Designate in construction progress schedule, time frames for delivery of Owner-supplied Products to Place of the Work and for receipt of related submittals. If Place of the Work is not ready to receive delivery of Owner-supplied Products within the time frame indicated in the latest construction progress schedule submitted to Owner, arrange and pay for delivery to a temporary storage location and subsequent delivery to Place of the Work.
 - .2 Review required submittals and notify Consultant of any observed discrepancies or anticipated problems.
 - .3 Ensure course of construction insurance is adequate to cover Owner-supplied Products.
 - .4 Receive and unload Owner-supplied Products at Place of the Work.
 - .5 Inspect deliveries jointly with Owner. Record and notify Owner and Consultant of shortages and visibly damaged or defective items.
 - .6 Handle Owner-supplied Products at Place of the Work, including uncrating and storage. Dispose of waste materials and debris.
 - .7 Take appropriate precautions to protect Owner-supplied Products from loss or damage.
 - .8 Repair or replace items damaged at Place of the Work.
 - .9 Assemble, install, connect, adjust and finish Owner-supplied Products.
 - .10 Arrange for inspections required by authorities having jurisdiction.
 - .11 Arrange for or perform testing required by authorities having jurisdiction.
 - .12 Workmanship warranty for installation.
 - .13 Make Good Owner-supplied Products damaged by Contractor or Subcontractors at Place of the Work.

END OF SECTION

1 General

1.1 RESTRICTIONS ON USE OF PREMISES

- .1 Limit use of premises for Work, for storage, and for access, to allow:
 - .1 Owner occupancy.
 - .2 Work by Other Contractors.
 - .3 Public usage.
- .2 Coordinate use of premises under direction of Owner.

1.2 OWNER OCCUPANCY OF EXISTING FACILITY

- .1 Owner will occupy existing facility during entire construction period.
- .2 Cooperate with Owner in scheduling operations to minimize disruptions, and to facilitate Owner usage.

1.3 RESTRICTED HOURS OF WORK IN OCCUPIED FACILITIES

- .1 When performing parts of the Work within existing facility, coordinate with Owner's representative at Place of the Work to ensure operational program of existing facility is not disrupted. Conduct such coordination not less than 48 hours prior to commencing such portions of the Work.
- .2 Work performed within existing facility is restricted to the following times:
 - .1 July 1 to August 31: Mondays to Fridays, between the hours of 7:30 am and 4:00 pm.
 - .2 September 1 to June 30: Mondays to Fridays, between the hours of 4:00 pm and 10:30 pm.
- .3 Make special arrangements with Owner to perform portions of the Work in existing facility outside of these hours. Submit requests for special arrangements not less than 48 hours in advance.
- .4 Submit written notice to Owner and Owner's representative at Place of the Work within 24 hours of any potential disruptions to continuing operations of existing facility.
- .5 Allow for hours of work restrictions in construction progress schedule.

1.4 PRODUCT DELIVERY RESTRICTIONS IN OCCUPIED FACILITIES

- .1 Schedule Product deliveries to Place of the Work only outside Owner's normal hours of operation.

1.5 NOISY WORK RESTRICTIONS IN OCCUPIED FACILITIES

- .1 Schedule excessively noisy work to avoid disturbance to building occupants. Perform excessive noise generating work outside of Owner's normal operating hours.
- .2 Use powder actuated devices only with Consultant's written permission.

1.6 FOOD AND BEVERAGE RESTRICTIONS IN OCCUPIED FACILITIES

- .1 There shall be no food or beverages allowed within existing facility.
- .2 No sunflower seeds, peanuts, nuts, or similar foods are permitted anywhere at Place of the Work.
- .3 Workers found to be in violation of this requirement will be required to leave Place of the Work, and will be replaced by Contractor.

1.7 MAINTAINING LIFE SAFETY SYSTEMS IN OCCUPIED FACILITIES

- .1 Maintain operational life safety systems and public access to exits in occupied areas during execution of the Work.
- .2 Existing Entrances and Exits:
 - .1 Maintain existing entrances and exits to ensure public safety.
 - .2 Where existing entrances and exits are blocked or adversely affected by construction activities, construct temporary entrances and exits in accordance with authorities having jurisdiction.
- .3 Determine nature and exact locations of existing fire and smoke sensors prior to commencement of the Work. Avoid direct or indirect jarring while working in adjacent areas and exercise caution to avoid triggering these devices.
- .4 Be responsible for costs incurred by Owner on account of false fire alarms activated as a result of the execution of the Work without adequate precautions.

END OF SECTION

- 1 General
- 1.1 CASH ALLOWANCE
 - .1 Upon request, and before submission of final application for payment, submit certified copies of invoices and statements from Suppliers and Subcontractors furnishing Products or services under cash allowance.
 - .2 Contract Price includes a cash allowance in the stipulated sum of \$15,000 for the following portions of the Work:
 - .1 Testing and inspection services, as specified in Section 01 40 00.
 - .2 Completion of architectural CAD as-built drawings as described in Section 01 78 00.
- 1.2 CONTINGENCY ALLOWANCE
 - .1 Contract Price includes a contingency allowance in the stipulated sum of \$30,000.

END OF SECTION

1 General

1.1 DEFINITION

- .1 Substitution means a Product, a manufacturer, or both, not originally specified in Contract Documents by proprietary name but proposed for use by Contractor in place of a Product, a manufacturer, or both, specified by proprietary name.

1.2 SUBSTITUTION PROCEDURES

- .1 Contractor may propose a Substitution wherever a Product or manufacturer is specified by proprietary name(s), unless there is accompanying language indicating that Substitutions will not be considered.
- .2 Contractor may propose a Substitution wherever a Product or manufacturer is specified by proprietary name(s) and accompanied by language such as "or equal", "or approved equal", or other similar words. Do not construe such language as an invitation to unilaterally Provide a Substitution without Consultant's prior written acceptance. Do not order or install any Substitution without a Supplemental Instruction or Change Order. Unauthorized Substitutions will be removed and replaced with specified Product by Contractor.
- .3 Provided a proposed Substitution submission includes all of the information specified in this Section under Submission Requirements for Proposed Substitutions, Consultant will promptly review and accept or reject the proposed Substitution.
- .4 Consultant may accept a Substitution if satisfied that:
 - .1 The proposed substitute Product is the same type as, is capable of performing the same functions as, interfaces with adjacent work the same as, and meets or exceeds the standard of quality, performance and, if applicable, appearance, warranty and maintenance considerations, of the specified Product,
 - .2 The proposed substitute manufacturer has capabilities comparable to the specified manufacturer, and
 - .3 The Substitution provides a benefit to Owner.
- .5 If Contractor fails to order a specified Product or order a Product by a specified manufacturer in adequate time to meet Contractor's construction progress schedule, Consultant will not consider that valid reason to accept a Substitution.
- .6 If Consultant accepts a Substitution, and subject to Owner's agreement, the change in the Work will be documented in the form of either a Supplemental Instruction or Change Order as specified in Section 01 26 00.
- .7 If a Substitution is accepted in the form of a Supplemental Instruction or Change Order, Contractor shall not revert to an originally specified Product or manufacturer without Consultant's prior written acceptance.

1.3 SUBMISSION REQUIREMENTS FOR PROPOSED SUBSTITUTIONS

- .1 Include with each proposed Substitution the following information:
 - .1 Identification of the substitution, including product name, and manufacturer's name, address, telephone numbers, and web site address.
 - .2 Reason or reasons for proposing the Substitution.
 - .3 A statement verifying that the Substitution will not affect the Contract Price and Contract Time or, if applicable, the amount and extent of a proposed increase or decrease in Contract Price and Contract Time on account of the Substitution.
 - .4 A statement verifying that the Substitution will not affect the performance and warranty of other parts of the Work.
 - .5 Manufacturer's Product literature for the Substitution, including material descriptions, compliance with applicable codes and reference standards, performance and test data, compatibility with contiguous materials and systems, and environmental considerations.

- .6 Product samples as applicable.
- .7 A summarized comparison of the physical properties and performance characteristics of the specified Product and the proposed Substitution, with any significant variations clearly highlighted. Values describing the physical properties and performance characteristics of the proposed Substitution must be expressed using the same units of measurement as for the specified Product, and have been tested using the same test methods as used for the specified Product.
- .8 Availability of maintenance services and sources of replacement materials and parts for the proposed Substitution, as applicable, including associated costs and time frames.
- .9 If applicable, estimated life cycle cost savings resulting from the Substitution.
- .10 Details of other similar projects and applications where the Substitution has been used.
- .11 Identification of any consequential changes in the Work to accommodate the Substitution and any consequential effects on the performance of the Work as a whole. A later claim for an increase to the Contract Price or Contract Time for other changes in the Work attributable to the Substitution will not be considered.

END OF SECTION

1 General

1.1 CLARIFICATIONS

- .1 Request written clarifications when meaning of Contract Documents is unclear.
- .2 Do not proceed with related parts of the Work until clarification is received.
- .3 Failure to notify Consultant when Contract Documents are unclear or inconsistent will result in Contractor incurring responsibility for resulting deficiencies and additional costs.
- .4 Clarifications issued by Consultant are deemed to supercede the relevant parts of Contract Documents, regardless whether those documents are cited in the written clarification.

1.2 REQUESTS FOR INFORMATION

- .1 Contractor may, after exercising due diligence to locate the required information, request from Consultant clarification or interpretation of Contract Documents, hereinafter referred to as a request for information (RFI).
- .2 Submit RFI on a form acceptable in content to Consultant, including a detailed description of Contractor's review of Contract Documents leading up to issuance of the RFI. Requests for information that fail to include a detailed review description, or whose description is insufficient in the opinion of Consultant, may not be considered and may be rejected.
- .3 Maintain a log of RFI sent to and responses received from Consultant, complete with corresponding dates. Submit updated RFI log with each application for payment.
- .4 Submit RFI to Consultant sufficiently in advance of affected parts of the Work so as not to cause delay in the Work. Additional costs incurred as a result of failure to submit an RFI in sufficient time will not be reimbursed by Owner.
- .5 RFI will only be received from Contractor. RFI received directly from Subcontractors or Suppliers will not be considered.
- .6 Submit one RFI per RFI form, numbered consecutively in a single sequence, in the order submitted.
- .7 Consultant will review and respond to RFI with reasonable promptness.
- .8 Consultant's response to RFI will not be considered a Change Order or a Change Directive, nor does it authorize changes in the Work, Contract Price or Contract Time.
- .9 If, at any time, Contractor submits a large quantity of RFI, such that Consultant cannot process them within a reasonable period of time, then Consultant will notify Contractor of such in writing. In this event, Contractor and Consultant will jointly prepare an estimate of time necessary for processing RFI, as well as determining an order of priority among submitted RFI. Contractor will accommodate such necessary time at no increase in Contract Time or Contract Price.
- .10 If the information requested in an RFI is apparent from field observations, is contained in Contract Documents or is reasonably inferable from them, Contractor shall be responsible to Owner for reasonable costs charged by Consultant for additional services required to prepare and issue such information.
- .11 A request for information (RFI) will not constitute a notice of claim for a delay.

1.3 SCHEDULE OF LABOUR RATES

- .1 Prior to first application for payment, submit for Consultant's review a schedule of labour rates for all Subcontracts and classifications of trades, such as journeymen, apprentices, and foremen that will be employed in the Work. Submit a breakdown of payroll burden component of labour rates.
- .2 Labour rates shall reflect salaries, wages and benefits paid to personnel in the direct employ of Contractor, Subcontractors and sub-Subcontractors, stated as hourly rates, that will be used when:
 - .1 Preparing price quotations for Change Orders, and
 - .2 Determining the cost of work attributable to Change Directives.
- .3 Labour rates stated in schedule of labour rates shall be consistent with rates that will actually be paid, and payroll burden costs that will actually be incurred, in the normal performance of the Work, during regular working hours. Labour rates shall not include any additional overhead and profit component.
- .4 Where collective agreements apply, labour rates shall not exceed those established by collective agreement.
- .5 Obtain Owner's written acceptance of schedule of labour rates before submitting first Change Order quotation.
- .6 Accepted schedule of labour rates will be used for evaluating Change Order quotations and cost of performing work attributable to Change Directives.
- .7 Contractor may request amendments to the accepted schedule of labour rates if changes in the labour rates that will actually be paid, or payroll burden cost that will actually be incurred, in the normal performance of the Work can be demonstrated. Obtain Owner's written acceptance of such changes.

1.4 SCHEDULE OF EQUIPMENT RATES

- .1 Prior to first application for payment, submit for Consultant's review a schedule of equipment rates for Contractor owned Construction Equipment.
- .2 Equipment rates shall reflect the rates that will be used when:
 - .1 Preparing price quotations for Change Orders, and
 - .2 Determining the cost of work attributable to Change Directives.
- .3 Equipment rates stated in schedule of equipment rates shall be consistent with local equipment rental market rates and shall not include any additional overhead and profit component.
- .4 Obtain Owner's written acceptance of schedule of equipment rates before submitting first Change Order quotation.
- .5 Accepted schedule of equipment rates will be used for evaluating Change Order quotations and cost of performing work attributable to Change Directives.
- .6 Contractor may request amendments to the accepted schedule of equipment rates if changes in the local equipment rental market rates can be demonstrated. Obtain Owner's written acceptance of such changes.

1.5 VALUATION OF CHANGES BASED ON AGREED UNIT PRICES

- .1 Consultant may, at the outset of the Contract or at any other time, request Contractor to submit unit prices anticipated to be required in valuing changes in the Work.
- .2 Contractor shall promptly submit requested unit prices.

- .3 Unit prices are to be valid for a specified duration.
- .4 Unit prices are to exclude fees for overhead and profit, and will be subject to the percentage fees specified in this Section under Fees for Overhead and Profit - Change Orders.
- .5 Consultant will evaluate Contractor's quoted unit prices and, if accepted by Owner in writing, the agreed unit prices will be used to value subsequent proposed changes in the Work wherever they are applicable.

1.6 METHOD OF CONTRACT PRICE ADJUSTMENT - CHANGE ORDERS

- .1 Unless otherwise agreed, the adjustment of the Contract Price on account of a proposed change in the Work will be based on a quotation for a fixed price increase or decrease to Contract Price regardless of Contractor's actual expenditures and savings.

1.7 CHANGE ORDER PROCEDURES

- .1 Upon issuance by Consultant to Contractor of a proposed change in the Work, and unless otherwise requested in the proposed change or unless otherwise agreed:
 - .1 Submit to Consultant a fixed price quotation for the proposed change in the Work within 5 days after receipt of the proposed change in the Work.
 - .2 If requested in the proposed change, submit a detailed breakdown of the price quotation including the following to the extent applicable, with appropriate supporting documentation:
 - .1 Estimated labour costs, including hours and applicable hourly rates based on the accepted schedule of labour rates.
 - .2 Estimated Product costs, including Supplier quotations, estimated quantities and unit prices.
 - .3 Estimated Construction Equipment costs.
 - .4 Enumeration of other estimated costs included in the price quotation.
 - .5 Estimated credit amounts for labour and Products not required on account of the proposed change.
 - .6 Fees, not exceeding the specified allowable percentages for overhead and profit.
 - .7 Where applicable, Subcontractor quotations, also including a detailed breakdown of all the above items.
 - .3 Include in the quotation the increase or decrease to Contract Time, if any, for the proposed change, stated in number of days.
 - .4 Include in the quotation the number of days for which the quotation is valid.
- .2 The quotation will be evaluated by Consultant and Owner and, if accepted by Owner, be documented in the form of a signed Change Order.

1.8 FEES FOR OVERHEAD AND PROFIT - CHANGE ORDERS

- .1 Where Contractor's price quotation for a Change Order results in a net increase to the Contract Price, Contractor's entitlement to a fee for overhead and profit in the quotation shall be as follows, as applicable:
 - .1 For work to be performed by Contractor's own forces, 10 percent of Contractor's price quotation before Contractor's fee is applied.
 - .2 For work performed by a Subcontractor, 5 percent of Subcontractor's price quotation including Subcontractor's fee.
- .2 Where a Subcontractor's price quotation for a Change Order results in a net increase to the Subcontractor's contract price, a Subcontractor's entitlement to a fee for overhead and profit in the quotation shall be as follows, as applicable:
 - .1 For work to be performed by Subcontractor's own forces, 10 percent of Subcontractor's price quotation before Subcontractor's fee is applied.
 - .2 For work performed by a sub-Subcontractor, 5 percent of sub-Subcontractor's price quotation including sub-Subcontractor's fee.

- .3 Where Contractor's or a Subcontractor's price quotation for a Change Order results in a net decrease in price before adjustment for fees for overhead and profit, such a price quotation shall be for the net decrease without any adjustment for fees for overhead and profit.

1.9 METHOD OF CONTRACT PRICE ADJUSTMENT - CHANGE DIRECTIVES

- .1 Unless Owner and Contractor reach an earlier agreement on the adjustment to the Contract Price by means of a Change Order that cancels the Change Directive, the adjustment in the Contract Price for change carried out by way of the Change Directive shall be determined as specified in the General Conditions of Contract after the change in the Work is completed.

1.10 CHANGE DIRECTIVE PROCEDURES

- .1 If a Change Directive is issued for a change in the Work for which a proposed change was previously issued, but no Change Order has yet been signed, the Change Directive shall cancel the proposed change and any Contractor quotations related to that change in the Work.
- .2 When proceeding with a change in the Work under a Change Directive, keep accurate records of daily time sheets for labour and Construction Equipment, and invoices for Product and Construction Equipment costs. Submit such records to Consultant weekly, until the Change Order superseding the Change Directive is issued.

1.11 FEES FOR OVERHEAD AND PROFIT - CHANGE DIRECTIVES

- .1 Contractor's entitlement to a fee for overhead and profit on Contractor's expenditures and savings attributable to a Change Directive shall be as follows, as applicable:
 - .1 For work to be performed by Contractor's own forces, 10 percent of Contractor's net increase in costs.
 - .2 For work performed by a Subcontractor, 5 percent of the sum of the Subcontractor's net increase in costs plus the Subcontractor's fee.
- .2 A Subcontractor's entitlement to a fee for overhead and profit on the Subcontractor's expenditures and savings attributable to a Change Directive shall be as follows, as applicable:
 - .1 For work to be performed by Subcontractor's own forces, 10 percent of Subcontractor's net increase in costs.
 - .2 For work performed by a sub-Subcontractor, 5 percent of the sum of the sub-Subcontractor's net increase in costs plus the sub-Subcontractor's fee.
- .3 Where a Change Directive results in net savings on account of work not required to be performed and a net decrease in the Contractor's or Subcontractor's cost, the net savings to the Contractor or Subcontractor shall be calculated without any adjustment for fees for overhead and profit.
- .4 When a Change Directive is ultimately recorded as a Change Order, there shall be no additional entitlement to fees for overhead and profit beyond those specified above.

1.12 SUPPLEMENTAL INSTRUCTIONS

- .1 Consultant may issue Supplemental Instructions to clarify Contract Documents, issue additional information, or make minor variations in the Work not involving adjustments in Contract Price or Contract Time.

- .2 If Contractor considers a Supplemental Instruction to require an adjustment in Contract Price or Contract Time, Contractor shall promptly notify Consultant and Owner in writing and shall not proceed with any work related to the Supplemental Instruction pending receipt of a Change Order, a Change Directive, or, in accordance with the dispute resolution provisions of General Conditions of the Contract, a Notice in Writing of a dispute and instructions to proceed.

END OF SECTION

1 General

1.1 SCHEDULE OF VALUES

- .1 Prior to first application for payment, submit for Consultant's review an initial schedule of values.
- .2 Modify initial schedule of values if and as requested by Consultant.
- .3 Obtain Consultant's written acceptance of initial schedule of values prior to first application for payment.
- .4 Together with first and all subsequent applications for payment, submit updated versions of the schedule of values, indicating the values, to the date of application for payment, of work performed and Products delivered to Place of the Work.
- .5 Prepare schedule of values in an electronic spreadsheet format based on the format and content described in CCDC 24-2022, A Guide to Model Forms and Support Documents.

1.2 CASH FLOW PROJECTION

- .1 Prior to first application for payment, submit for Consultant's review a forecast of approximate monthly progress payments for each month of Contract Time.
- .2 Submit revised cash flow forecasts when required due to significant changes in rate of progress of the Work or significant changes in Contract Price, or when requested by Owner or Consultant.

1.3 WORKERS' COMPENSATION CLEARANCE

- .1 Submit proof of workers' compensation clearance, in the form of a current WSIB Clearance Certificate, with each application for payment.

END OF SECTION

- 1 General
- 1.1 COORDINATION
 - .1 Coordinate the Work to ensure the Project proceeds safely and expeditiously.
 - .2 Ensure adequate communication among involved parties.
 - .3 Allocate mobilization areas at Place of the Work; for construction facilities, for access, for traffic, and for parking facilities.
 - .4 Coordinate use of Place of the Work and facilities through procedures for submittals, reports and records, schedules, coordination of Drawings, recommendations, and resolution of ambiguities and conflicts.
 - .5 Submit information required for preparation of coordination and interference drawings. Review and approve revised drawings for submission to Consultant.
- 1.2 OTHER CONTRACTORS
 - .1 Cooperate with Other Contractors employed by Owner and, if necessary, coordinate with their work.
 - .2 Submit necessary information to Owner to assist in required scheduling of Other Contractors.
- 1.3 GENERAL REQUIREMENTS FOR MEETINGS
 - .1 Schedule and administer meetings in consultation with Consultant, throughout progress of the Work.
 - .2 Prepare agenda for meetings.
 - .3 Distribute written notice of each meeting 5 Working Days in advance of meeting date to Consultant and Owner.
 - .4 Provide physical space and make arrangements for meetings.
 - .5 Preside at meetings.
 - .6 Record meeting minutes, including significant decisions and identifying action items and action dates by attendees or the parties they represent.
 - .7 Submit draft copy of minutes to Consultant within two Working Days after meeting.
 - .8 Consultant will review minutes and will submit comments for any necessary revisions or additions within three Working Days.
 - .9 Update minutes to reflect Consultant's comments.
 - .10 Reproduce and distribute copies of meeting minutes within 5 days after meeting and transmit to meeting participants, affected parties not in attendance, Consultant, and Owner.
 - .11 Representatives of parties attending meetings shall be qualified and authorized to act on behalf of the party each represents.
 - .12 Schedule meetings on a day that is determined to be convenient by both Contractor and Consultant.
- 1.4 CONSTRUCTION START-UP MEETING
 - .1 Promptly after Contract award, Contractor shall establish the time and location of a construction start-up meeting to review and discuss administrative procedures and responsibilities.

- .2 Senior representatives of Owner, Consultant, subconsultants, Contractor, including Contractor's project manager and site superintendent, and major Subcontractors shall be in attendance.
- .3 Agenda will include the following:
 - .1 Appointment of official representatives of Owner, Contractor, Subcontractors, Consultant, and subconsultants.
 - .2 Project communications.
 - .3 Contract Documents for construction purposes.
 - .4 Documents at Place of the Work.
 - .5 Contractor's use of premises.
 - .6 Owner-supplied Products.
 - .7 Work restrictions.
 - .8 Contract modification procedures.
 - .9 Payment procedures.
 - .10 Construction progress meetings.
 - .11 Construction schedule, including long lead time items.
 - .12 Submittals schedule and procedures.
 - .13 Special procedures.
 - .14 Quality requirements, including testing and inspection procedures.
 - .15 Contractor's mobilization.
 - .16 Temporary utilities.
 - .17 Existing utility services.
 - .18 Construction facilities.
 - .19 Temporary barriers and enclosures.
 - .20 Temporary controls.
 - .21 Field engineering and layout of work.
 - .22 Site safety.
 - .23 Site security.
 - .24 Cleaning and waste management.
 - .25 Closeout procedures and submittals.
 - .26 Procedures for publishing Certificate of Substantial Performance of the Work, including identification of publisher, and procedures for notifying Subcontractors and Suppliers of publication.
 - .27 Commissioning.
 - .28 Other items.

1.5 PREINSTALLATION MEETINGS

- .1 During course of the Work, schedule preinstallation meetings as required by Contract Documents.
- .2 Wherever possible, schedule preinstallation meetings on same date as regularly scheduled progress meetings.
- .3 Contractor, affected Subcontractors and Suppliers, Consultant, manufacturer's representatives, field inspectors and supervisors, and any other specified parties are to be in attendance.
- .4 Agenda will include the following:
 - .1 Review of existing conditions and affected parts of the Work, and any testing thereof.
 - .2 Review of installation procedures and requirements.
 - .3 Review of environmental and field condition requirements.
 - .4 Schedule of the applicable parts of the Work.
 - .5 Schedule of submission for samples and other items requiring Consultant's selection.
 - .6 Requirements for Temporary Work.
 - .7 Requirements for notification for reviews. Allow a minimum of 48 hours notice for Consultant to review the affected parts of the Work.

- .8 Requirements for inspections and tests as applicable. Schedule and undertake inspections and tests.
- .9 Delivery schedule for Products.
- .10 Special requirements and procedures necessary to comply with regulatory requirements and authorities having jurisdiction.

1.6 CONSTRUCTION PROGRESS MEETINGS

- .1 Schedule regular bi-weekly construction progress meetings for duration of the Work.
- .2 Contractor, major Subcontractors currently involved in the Work, Consultant, and Owner are to be in attendance.
- .3 Agenda will include the following:
 - .1 Review and approval of minutes from previous meeting.
 - .2 Work progress since previous meeting.
 - .3 Field observations, including any problems, difficulties, or concerns.
 - .4 Construction progress schedule.
 - .5 Submittals schedule.
 - .6 Proposed changes in the Work.
 - .7 Requests for information.
 - .8 Site safety issues.
 - .9 Maintenance of construction quality standards.
 - .10 Other business.

1.7 PROGRESS DRAW MEETINGS

- .1 Schedule regular monthly progress draw meetings for duration of the Work.
- .2 Contractor, Owner, and Consultant are to be in attendance.
- .3 Submit to Consultant a copy of application for payment not less than two Working Days before scheduled progress draw meeting.
- .4 Consultant may require changes to application for payment prior to progress draw meeting occurring.

END OF SECTION

1 General

1.1 CONSTRUCTION SCHEDULE

.1 Format and Content:

- .1 Prepare construction schedule in the form of a critical path method (CPM) Gantt chart using appropriate scheduling software.
- .2 Incorporate a work breakdown structure identifying key activities, work packages, and major milestones, including long delivery Products, inspection and testing activities, preparation and review of mock-ups, Owner decisions for cash allowances, shutdown or closure activities, delivery of Owner-supplied Products, demonstration and training activities, and similar items, at a sufficient level of detail to effectively manage construction progress.
- .3 Indicate milestone dates for Ready-for-Takeover and Substantial Performance of the Work.

.2 Submission:

- .1 Submit initial construction schedule to Owner and Consultant within 5 Working Days after Contract award.
- .2 Submit schedule as portable document format (.pdf) files.
- .3 Consultant will review format and content of initial schedule and request necessary changes, if any, within 5 Working Days after receipt.
- .4 If changes are required, resubmit finalized initial schedule within three Working Days after return of reviewed copy.
- .5 Submit updated progress schedule monthly to Owner and Consultant, indicating actual and projected start and finish dates with report date line and progress, activity relationships, critical path, float, and baseline comparison to current progress.

1.2 SUBMITTALS SCHEDULE

.1 Format and Content:

- .1 Prepare submittals schedule identifying required Shop Drawings, Product data and sample submissions, including samples required for testing and including those for Owner-supplied Products.
- .2 Prepare schedule in electronic format.
- .3 Incorporate separate line items for each required submittal, organized by Specification sections numbers and titles, and further broken down by individual Products and systems required.
- .4 For each required submittal, show planned earliest date for initial submission, earliest date for return of reviewed submittal by Consultant, and latest date for return of reviewed submittal without causing delay.
- .5 Allow time in schedule for resubmission of submittals, should resubmission be necessary.

.2 Submission:

- .1 Submit initial submittals schedule to Owner and Consultant within 5 Working Days after Contract award.
- .2 Submit schedule as portable document format (.pdf) files.
- .3 Consultant will review format and content of initial schedule and request necessary changes, if any, within 5 Working Days after receipt.
- .4 If changes are required, resubmit finalized initial schedule within three Working Days after return of reviewed copy.
- .5 Submit updated submittals schedule monthly to Owner and Consultant.

1.3 SCHEDULE MANAGEMENT

- .1 A schedule submitted as specified and accepted by Consultant will become the baseline schedule and shall be used as the baseline for updates.

- .2 At regular progress meeting, review and discuss current construction schedule and submittals schedule with Consultant and Owner, including activities that are behind schedule and planned measures to regain schedule slippage in key areas on or near the critical path.
- .3 Activities considered behind schedule are those with start or completion dates later than the dates shown on the baseline schedule.

1.4 CONSTRUCTION DAILY LOG

- .1 Maintain a construction log, recording on a daily basis the following information:
 - .1 Number of workers actively working at Place of the Work, organized on a Subcontract basis.
 - .2 Subcontractors present at Place of the Work.
 - .3 Identify the parts of the Work being worked on.
 - .4 Identify the working hours being kept at Place of the Work.
 - .5 Activities with intermittent progress.
 - .6 Time lost with an explanation as to cause.
 - .7 Difficulties encountered, such as construction activity delays, labour inefficiencies, labour shortages, etc.
 - .8 Product deliveries.
 - .9 Equipment mobilization and de-mobilization.
 - .10 Demolition conditions.
 - .11 Start and finish dates for each part of the Work.

1.5 RECORDING ACTUAL SITE CONDITIONS ON AS-BUILT DRAWINGS

- .1 Keep one hard-copy set of Drawings at Place of the Work for the purpose of creating as-built drawings. Record information and maintain as-built drawings in clean, dry and legible condition.
- .2 Clearly label each drawing as "AS-BUILT DRAWING". Record information concurrently with construction progress. Do not conceal Work until required information is recorded.
- .3 Record actual construction including:
 - .1 Measured depths of elements of foundation in relation to finish first floor datum.
 - .2 Measured horizontal and vertical locations of underground utilities and appurtenances, referenced to permanent surface improvements.
 - .3 Measured locations of pipes, ducts, conduits, outlets, fixtures, access panels, and appurtenances, referenced to visible and accessible features of construction.
 - .4 Field changes of dimension and detail.
 - .5 Changes made by Change Orders and Supplemental Instructions.
 - .6 References to Shop Drawings, where Shop Drawings show more detail.
- .4 Do not use as-built drawings for construction purposes.

1.6 PROGRESS PHOTOGRAPHS

- .1 Arrange for periodic digital photography to document and record progress of the Work.
- .2 Photographs will be properly exposed and in focus, with unobstructed views.
- .3 Identify each photograph by Project name and date taken.
- .4 Format photographs as .jpg, .bmp, or .tif format files in high definition resolution.
- .5 Submit progress photographs monthly as part of current application for payment.
- .6 Submit additional photographs showing special conditions when requested by Consultant.

- .7 Do not use progress photographs, or any other Project photographs for promotional purposes without Owner's written consent.

END OF SECTION

1 General

1.1 ADMINISTRATIVE

- .1 Submit specified submittals to Consultant for review. Submit with reasonable promptness and in orderly sequence so as to not cause delay in the Work. Failure to submit in ample time is not considered sufficient reason for an extension of Contract Time or for Product substitutions or other deviations from Drawings and Specifications.
- .2 Where required by authorities having jurisdiction, submit submittals to authorities having jurisdiction for review and approval.
- .3 Do not proceed with Work affected by a submittal until review is complete.
- .4 Present Shop Drawings, Product data and samples in SI (metric) units. Where items or information is not produced in SI (metric) units, converted values are acceptable.
- .5 Review submittals, verifying field measurements where applicable, and affix Contractor's review stamp prior to submission to Consultant. Contractor's review stamp represents that necessary requirements have been determined and verified, and that the submittal has been checked and coordinated with requirements of the Work and Contract Documents.
- .6 Verify field measurements and affected adjacent work is coordinated.
- .7 Submittals not meeting specified requirements will be returned with comments.
- .8 Reproduction of construction Drawings to serve as background for Shop Drawings is not permitted.
- .9 Digital files are to be electronically created from original files. Scanned images will be rejected.
- .10 Do not propose Substitutions or deviations from Contract Documents via Shop Drawing, Product data, and sample submittals.

1.2 SHOP DRAWINGS AND PRODUCT DATA

- .1 Indicate Products, methods of construction, and attachment or anchorage, erection diagrams, connections, explanatory notes, and other information necessary for completion of the Work.
- .2 Where Products attach or connect to other Products, indicate that such items have been coordinated, regardless of Section under which adjacent items will be supplied and installed. Indicate cross-references to Drawings, Specifications, and other already reviewed Shop Drawings.
- .3 Accompany submittals with a transmittal form containing the following information:
 - .1 Date.
 - .2 Project title and number.
 - .3 Contractor's name and address.
 - .4 Identification of each submittal item and quantity.
 - .5 Other pertinent data.
- .4 Shop Drawing submittals will include:
 - .1 Date and revision dates.
 - .2 Project title and number.
 - .3 Name and address of:
 - .1 Subcontractor.
 - .2 Supplier.
 - .3 Manufacturer.

- .4 Contractor's stamp, date, and signature of Contractor's authorized representative responsible for Shop Drawing review, indicating that each Shop Drawing has been reviewed for compliance with Contract Documents and, where applicable, that field measurements have been verified.
- .5 Details of appropriate portions of the Work as applicable:
 - .1 Fabrication.
 - .2 Layout, showing dimensions, including identified field dimensions, and clearances.
 - .3 Setting or erection details.
 - .4 Capacities.
 - .5 Performance characteristics.
 - .6 Standards.
 - .7 Operating weight.
 - .8 Wiring diagrams.
 - .9 Single line and schematic diagrams.
 - .10 Relationships to other parts of the Work.
- .5 Product data submittals for controlled Products must include safety data sheets (SDS).
- .6 Submit electronic copy of Shop Drawings, as portable document format (.pdf) files, where specified in Product Specifications.
- .7 Submit electronic copy of Product data sheets or brochures, as portable document format (.pdf) files, where specified in Product Specifications.
- .8 Where a submittal includes information not applicable to the Work, clearly identify applicable information and strike out non-applicable information.
- .9 Supplement standard information to include details applicable to Project.
- .10 Allow 10 Working Days for Consultant's review of each submittal and incorporate submittals schedule specified in Section 01 32 00. Allow additional 5 Working Days where subconsultant or commissioning agent review is required.
- .11 If upon Consultant's review no errors or omissions are discovered, or if only minor corrections are required as indicated, submittal will be returned and fabrication or installation of work may proceed.
- .12 If upon Consultant's review significant errors or omissions are discovered, a copy noted as such will be returned for correction and resubmission. Do not commence fabrication or installation.
- .13 Consultant's notations on submittals are intended to ensure compliance with Contract Documents and are not intended to constitute a change in the Work requiring change to Contract Price or Contract Time. If Contractor considers any Consultant's notation to be a change in the Work, promptly notify Consultant in writing before proceeding with the Work.
- .14 Resubmit corrected submittals through same procedure indicated above, before any fabrication or installation of the Work proceeds. When resubmitting, notify Consultant in writing of any revisions other than those requested by Consultant.

1.3 ENGINEERED SUBMITTALS

- .1 Submittals required to be sealed by professional engineer are to be prepared, sealed, signed and dated under direct control and supervision of a qualified professional engineer licensed to practice at Place of the Work.
- .2 Upon written request from Consultant, submit proof of submittal engineer's professional liability insurance with a minimum limit of liability of \$5,000,000 per claim. Identify insurer, policy number, and policy term on duly signed certificate of insurance.

- .3 Design includes life safety, sizing of supports, anchors, framing, connections, spans, and as additionally required to meet or exceed requirements of applicable codes, standards, regulations, authorities having jurisdiction, and design requirements of Contract Documents.
- .4 Engineered submittals are to include design calculations, complete with references to codes and standards used in such calculations, supporting the proposed design represented in the submittal. Prepare calculations in a clear and comprehensive manner so that they can be properly reviewed.
- .5 Submittal engineer shall undertake periodic field review, including review of associated mock-ups when applicable. Such reviews will include review during fabrication at the point of manufacture, and during installation at Place of the Work. Prepare and submit a field review report for each review undertaken.
- .6 Conduct field reviews at intervals appropriate to the progress of the parts of the Work relevant to the engineered submittal. Report on progress and quality of the affected parts of the Work. Determine if installation is in general conformity with Contract Documents and in strict conformance with the accepted engineered submittal.
- .7 Upon completion of the parts of the Work affected by an engineered submittal, submittal engineer shall prepare and submit a Letter of General Conformity to Contractor, Consultant and authorities having jurisdiction. Certify that the parts of the Work affected by the engineered submittal have been designed, fabricated and installed in accordance with Contract Documents and applicable regulatory requirements.
- .8 Include costs of submittal engineer's services in Contract Price.

1.4 SAMPLES

- .1 Submit samples for Consultant's review as requested in Contract Documents.
- .2 Label samples as to origin, Project name, and intended use.
- .3 Deliver samples prepaid to Consultant's business address.
- .4 Notify Consultant in writing of any deviations in samples from requirements of Contract Documents.
- .5 Where a required colour, pattern or texture has not been specified, submit full range of available Products meeting other specified requirements.
- .6 Consultant selection from samples is not intended to change Contract Price or Contract Time. If a selection would affect Contract Price or Contract Time, notify Consultant in writing prior to proceeding with the Work.
- .7 Resubmit samples as required by Consultant to comply with Contract Documents.
- .8 Reviewed and accepted samples will establish the standard against which installed Work will be reviewed.

1.5 INTERFERENCE DRAWINGS

- .1 Prepare interference drawings, identifying and resolving potential conflicts among various parts of the Work, including sprinkler systems, HVAC ductwork, plumbing and drainage lines, lighting, and electrical systems.
- .2 Submit interference drawings electronically as portable document format (.pdf) files to Consultant prior to commencement of the Work.
- .3 Coordinate and review interference drawings with affected Subcontractors prior to commencement of their portions of the Work.

1.6 CERTIFICATES AND CERTIFICATION SUBMITTALS

- .1 Submit written statements, as requested in Contract Documents, certifying installed Products meet specified criteria.
- .2 Include signature of person responsible for preparing certification.

1.7 TEST AND EVALUATION REPORTS

- .1 Submit manufacturers' test and evaluation reports electronically as portable document format (.pdf) files for requirements requested in Product Specifications, and as Consultant may reasonably request.
- .2 Ensure results are expressed in SI (metric) units of measurement. Test and evaluation reports recording results only in Imperial units of measurement may be rejected.
- .3 Clearly indicate compliance with specified performance criteria, tested in accordance with specified test methods, and conducted by an independent testing agency.
- .4 Test results achieved through the use of alternative test methods will be rejected.

END OF SECTION

- 1 General
- 1.1 PROPER CONDUCT OF WORKERS
 - .1 Ensure workers conduct themselves in a proper and civilized manner at all times.
 - .2 Workers using improper language, cat calls, lewd comments, or improper behaviour will be required to leave Place of the Work, and will be replaced by Contractor.
 - .3 Workers are required to be properly attired at all times.
 - .4 Workers wearing clothing exhibiting hateful or offensive images or language will be required to replace or cover such clothing. Workers refusing to do so will be required to leave Place of the Work, and will be replaced by Contractor.
 - .5 Smoking or vaping of any substance is not permitted at Place of the Work.
 - .6 Consumption of alcohol and use of controlled substances is not permitted at Place of the Work.
- 1.2 LABOUR CONDITIONS
 - .1 Ensure rates of wages, working hours, and working conditions at Place of the Work are in accordance with applicable regulatory requirements and authorities having jurisdiction.
- 1.3 EMERGENCY CONTACT INFORMATION
 - .1 Submit emergency contact information for site superintendent to authority having jurisdiction; for their use 24 hours a day, 7 days a week, 52 weeks a year.
 - .2 Immediately notify authority having jurisdiction when emergency contact information changes.
- 1.4 FIRST AID PERSONNEL
 - .1 A minimum of one person trained in basic first aid must be present at Place of the Work at all times during performance of the Work.
 - .2 This person may perform other duties, but must be immediately available to render first aid when needed.
- 1.5 SPECIAL PROCEDURES FOR CONTRACTORS WORKING IN AN EXISTING FACILITY
 - .1 Comply with Owner's procedures and requirements for construction personnel working in existing facilities.
 - .2 Conform to latest edition of "Guidelines For Maintaining Fire Safety During Construction in Existing Buildings", as issued by Office of the Fire Marshal.
 - .3 Coordinate requirements with local fire department. Discuss fire safety planning issues and alternative measures.
- 1.6 SPILL RESPONSE
 - .1 Prepare and initiate a spill response procedure in accordance with appropriate authorities having jurisdiction before commencing the Work.
 - .2 Supply and maintain spill kit at Place of the Work.
- 1.7 SPECIAL PROCEDURES FOR WORKING IN CONFINED SPACES
 - .1 Perform work in confined spaces in accordance with applicable regulatory requirements.

- .2 Work in confined spaces must be supervised and performed by licenced confined space and hazardous materials personnel.

1.8 SPECIAL PROCEDURES FOR WORKING WITH DESIGNATED SUBSTANCES

- .1 Prepare and initiate a health and safety plan in accordance with authorities having jurisdiction prior to commencing construction operations involving excavating, removing, transporting, handling, or disposing of potentially contaminated materials.
- .2 Keep an up-to-date copy of health and safety plan at Place of the Work.
- .3 Adhere to health and safety plan for duration of removal and disposal of contaminated material from Place of the Work.
- .4 Provide and maintain a safe working environment for on-site personnel and minimize the impact of construction activities on general public and surrounding environment.
- .5 Verify workers and visitors to Place of the Work have, and are adequately trained in the use of, appropriate personal protective equipment.
- .6 Should any unforeseen, or site-peculiar safety related factor, hazard, or condition become evident during performance of the Work, immediately notify authority having jurisdiction and Consultant, and take prudent temporary action to establish and maintain safe working conditions until suitable permanent action can be implemented. Safeguard workers, the public, and the surrounding area from contamination.
- .7 Perform routine air monitoring at Place of the Work, testing for organic vapours, explosive conditions, and oxygen deficient conditions. Evacuate affected areas immediately and implement corrective measures if unsatisfactory conditions are discovered.
- .8 Guidelines by Authorities Having Jurisdiction: Conform to the following guideline documents issued by Province of Ontario:
 - .1 Silica on Construction Projects.
 - .2 Lead on Construction Projects.
- .9 Mercury Precautions: Ensure workers handling, removing and disposing of mercury-containing materials have been properly trained by a competent and qualified person.
- .10 In the event of injury to on-site personnel, contact designated hospital and describe injury prior to or during transport of injured personnel. Transport injured personnel to designated medical facility along a predefined route.
- .11 Take appropriate measures to minimize contact of construction vehicles and Construction Equipment with potentially contaminated materials. Decontaminate construction vehicles, Construction Equipment, and workers that have come into contact with contaminated materials prior to their leaving Place of the Work.

END OF SECTION

1 General

1.1 REFERENCE STANDARDS

- .1 Reference Standards means consensus standards, trade association standards, guides, and other publications expressly referenced in Contract Documents.
- .2 Where an edition or version date is not specified, referenced standards shall be deemed to be the latest edition or revision issued by the publisher at the time of bid closing. However, if a particular edition or revision date of a specified standard is referenced in an applicable code or other regulatory requirement, the regulatory referenced edition or version shall apply.
- .3 Reference standards establish minimum standards. If Contract Documents call for requirements that differ from a referenced standard, the more stringent requirements shall govern.
- .4 If compliance with two or more reference standards is specified and the standards establish different or conflicting requirements, comply with the most stringent requirement. Refer uncertainties to Consultant for clarification.
- .5 Specifications refer to standards writing, testing and certification organizations by their acronyms or initialisms, as follows:
 - .1 AA The Aluminum Association;
 - .2 AABC Associated Air Balance Council;
 - .3 AAMA American Architectural Manufacturers Association;
 - .4 ACI American Concrete Institute;
 - .5 AISC American Iron and Steel Construction;
 - .6 AMCA Air Movement and Air Control Association;
 - .7 ANSI American National Standards Institute;
 - .8 ARI Air Conditioning and Refrigeration Institute;
 - .9 ASCC American Society of Concrete Contractors;
 - .10 ASME American Society of Mechanical Engineers;
 - .11 ASTM American Society for Testing and Materials;
 - .12 ASHRAE American Society of Heating, Refrigeration and Air Conditioning Engineers, Inc.;
 - .13 AWMAC Architectural Woodwork Manufacturers' Association of Canada;
 - .14 AWPA American Wire Producers Association;
 - .15 BHMA Builders Hardware Manufacturers Association;
 - .16 BIA Brick Industry Association;
 - .17 CaGBC Canadian Green Building Council;
 - .18 CCMPA Canadian Concrete Masonry Producers Association;
 - .19 CFCA Concrete Floor Contractors Association of Canada;
 - .20 CGA Canadian Gas Association;
 - .21 CGSB Canadian General Standards Board;
 - .22 CHPVA Canadian Hardwood Plywood and Veneer Association;
 - .23 CISC Canadian Institute of Steel Construction;
 - .24 CISCA Ceiling & Interior Systems Construction Association;
 - .25 CKCA Canadian Kitchen Cabinet Association;
 - .26 CLFMI Chain Link Fence Manufacturers' Institute;
 - .27 CPC Concrete Polishing Council;
 - .28 CPCI Canadian Precast Concrete Institute;
 - .29 CPCQA Canadian Precast Concrete Quality Assurance;
 - .30 CPSC Consumer Product Safety Commission;
 - .31 CRCA Canadian Roofing Contractors' Association;
 - .32 CRI Carpet and Rug Institute;
 - .33 CSA Canadian Standards Association;
 - .34 CSC Construction Specifications Canada;
 - .35 CSDMA Canadian Steel Door Manufacturers' Association;

.36	CSSBI	Canadian Sheet Steel Building Institute;
.37	CUFCA	Canadian Urethane Foam Contractors Association Inc.;
.38	CWB	Canadian Welding Bureau;
.39	CWC	Canadian Wood Council;
.40	CWTA	Canadian Wood Truss Association;
.41	DASMA	Door & Access Systems Manufacturers' Association, International;
.42	DHI	Door and Hardware Institute;
.43	DIN	Deutsches Institut für Normung E.V.;
.44	GA	Gypsum Association;
.45	GANA	Glass Association of North America;
.46	HPVA	Hardwood Plywood and Veneer Association;
.47	ICEA	Insulated Cable Engineers Association;
.48	ICRI	International Concrete Repair Institute;
.49	IEEE	Institute of Electrical and Electronics Engineers;
.50	IGMA	Insulating Glass Manufacturers Association;
.51	ISCA	Interior Systems Contractors Association of Ontario;
.52	IWFA	International Window Film Association;
.53	LEED	Leadership in Energy and Environmental Design;
.54	MPI	Master Painters' Institute;
.55	MSS	Manufacturers Standardization Society of the Valve and Fittings Industry;
.56	NAAMM	National Association of Architectural Metal Manufacturers;
.57	NCMA	National Concrete Masonry Association;
.58	NEMA	National Electrical Manufacturers Association;
.59	NFPA	National Fire Protection Association;
.60	NFRC	National Fenestration Rating Council Incorporated;
.61	NHLA	National Hardwood Lumber Association;
.62	NLGA	National Lumber Grades Authority;
.63	OIRCA	Ontario Industrial Roofing Contractors' Association;
.64	OMCA	Ontario Masonry Contractors' Association;
.65	OPSD	Ontario Provincial Standard Drawings;
.66	OPSS	Ontario Provincial Standard Specifications;
.67	OWTFA	Ontario Wood Truss Fabricators Association;
.68	PCI	Precast Concrete Institute;
.69	PEI	Porcelain Enamel Institute;
.70	RSIC	Reinforcing Steel Institute of Canada;
.71	SEFA	Scientific Equipment & Furniture Association;
.72	SMACNA	Sheet Metal and Air Conditioning Contractors' National Association;
.73	SSPC	The Society for Protective Coatings;
.74	SWI	Sealant and Waterproofer's Institute;
.75	TPIC	Truss Plate Institute of Canada;
.76	TSSA	Technical Standards and Safety Authority;
.77	TTMAC	Terrazzo, Tile and Marble Association of Canada;
.78	ULC	Underwriters' Laboratories of Canada;
.79	ULI	Underwriters' Laboratories Incorporated;
.80	WDMA	Window and Door Manufacturers' Association; and
.81	WHI	Warnock-Hersey International.

1.2 QUALITY ASSURANCE

- .1 Quality of work shall be the best quality, executed by workers experienced and skilled in the respective duties for which they are employed.
- .2 Immediately notify Consultant if required work is such as to make it impractical to produce required results.
- .3 Decisions as to the quality or fitness of work in cases of dispute rest solely with Consultant, whose decision is final.

1.3 INDEPENDENT INSPECTION AND TESTING AGENCIES

- .1 Except as otherwise specified, Owner will appoint independent inspection and testing agencies to be retained and paid by Contractor to inspect, test, or perform other quality control reviews of parts of the Work.
- .2 Retain and pay for inspection and testing that is for Contractor's own quality control, or is required by regulatory agencies.
- .3 Contract Price includes a stipulated price cash allowance for payment of independent inspection and testing services to be retained and paid for by Contractor. Cash allowance excludes any inspection and testing that is for Contractor's own quality control or is required by regulatory requirements. Refer to Section 01 21 00.
- .4 Employment of inspection and testing agencies by Contractor or Owner does not relieve Contractor from responsibility to perform the Work in accordance with Contract Documents.
- .5 Allow and arrange for inspection and testing agencies to have access to the Work, including access to off-site manufacturing and fabrication plants.
- .6 For inspection and testing required by Contract Documents or by authorities having jurisdiction, notify Consultant and inspection and testing agencies in a timely manner in advance of required inspection and testing.
- .7 Submit test samples required for testing in accordance with submittals schedule specified in Section 01 32 00.
- .8 Supply labour, Construction Equipment, and temporary facilities needed to obtain and handle test samples at Place of the Work.
- .9 If defects are revealed during inspection and testing, the appointed agency will request additional inspection and testing to ascertain full degree of defect. Correct defect and irregularities as advised by Consultant at no additional cost to Owner. Pay costs for retesting and reinspection.

1.4 INSPECTION AND TESTING AGENCY REPORTS

- .1 For inspection and testing required by Contract Documents or by regulatory requirements, and performed by Contractor retained inspection and testing agencies, promptly submit copies of reports to Consultant, Owner and authority having jurisdiction. Submit reports electronically as portable document format (.pdf) files.
- .2 For inspection and testing performed by Owner-retained inspection and testing agencies, copies of inspection and testing agency reports will be promptly forwarded to Contractor.
- .3 In all cases, promptly forward inspection and testing agency reports to affected Subcontractors.

1.5 MANUFACTURER FIELD REVIEW

- .1 When required by Contract Documents, arrange for a qualified manufacturer's representative to review relevant parts of the Work and verify those portions of the Work are being executed in accordance with manufacturer's written recommendations and installation guidelines.
- .2 Manufacturer field review services are intended to ensure specified Products are being used and are being installed on substrates that have been prepared in accordance with manufacturer's written recommendations.
- .3 Unless specified otherwise, manufacturer's representative will undertake a minimum of one field review, with additional reviews being conducted as deemed necessary by manufacturer.

- .4 Within two Working Days of a field review, manufacturer will submit a field review report recording manufacturer representative's observations and recommendations.
- .5 Distribute copies of manufacturer's field review reports to affected Subcontractors, Consultant and authorities having jurisdiction.

1.6 MOCK-UPS

- .1 Prepare mock-ups of Work as specified in Contract Documents with reasonable promptness and in an orderly sequence, so as not to cause delay in the Work.
- .2 If a mock-up location is not indicated in Drawings or Specifications, locate where directed by Consultant.
- .3 Include all necessary Products and labour required to fully construct mock-ups.
- .4 Modify mock-up as required until Consultant acceptance is obtained.
- .5 Accepted mock-ups establish an acceptable standard for the Work.
- .6 Protect mock-ups from damage until the Work they represent is complete.
- .7 Unless specified otherwise, accepted mock-ups forming part of the Work may remain as part of the Work.
- .8 Remove mock-ups only when the Work they represent is complete or when otherwise directed by Consultant.

1.7 MILL TESTS

- .1 Submit mill tests certificates as may be requested.

1.8 EQUIPMENT AND SYSTEMS

- .1 Submit adjustment and balancing reports for facility service and building equipment systems.
- .2 Refer to facility services Specifications for definitive requirements.

END OF SECTION

1 General

1.1 EXISTING BUILDING WATER AND POWER

- .1 Existing building water and power may be relied upon and used during construction, at no cost to Contractor.

END OF SECTION

- 1 General
- 1.1 ADMINISTRATIVE REQUIREMENTS
 - .1 Provide temporary construction facilities as necessary for performance of the Work and in compliance with applicable regulatory requirements.
 - .2 Maintain temporary construction facilities in good condition for duration of the Work.
 - .3 Remove temporary construction facilities from Place of the Work when no longer required.
- 1.2 CONSTRUCTION PARKING
 - .1 Limited parking will be permitted at Place of the Work at locations indicated on Drawings, as long as it does not disrupt Owner's continuing operation of existing facility.
- 1.3 VEHICULAR ACCESS
 - .1 Provide and maintain adequate access to Place of the Work, ensuring continuous access by emergency vehicles.
 - .2 Existing private roadways at Place of the Work may be used for access to Place of the Work. Contractor assumes responsibility for any damage caused by construction traffic, and agrees to prevent or promptly clean up mud tracking or material spillage.
 - .3 Clean municipal roadways located immediately adjacent to Place of the Work, regardless of cause, as follows:
 - .1 At least once per week on Friday afternoons, just before end of Working Day,
 - .2 After construction equipment or vehicles have left Place of the Work, resulting in soil or debris being deposited on roadway surfaces,
 - .3 As directed by authorities having jurisdiction, and
 - .4 As directed by Consultant.
 - .4 Municipal Road Closures: Conform to requirements of authorities having jurisdiction.
- 1.4 FIELD OFFICES
 - .1 Provide a temperature controlled and ventilated Contractor's field office, with suitable lighting, sufficiently sized and furnished to accommodate Project meetings and Contract Document layout.
 - .1 Alternately, make arrangements with Owner for a suitable space within existing facility to serve as Contractor's field office for duration of the Work.
 - .2 Provide field office with at least one operable window and a lockable door.
 - .3 Provide field office with temperature control, ventilation, and suitable power and lighting.
 - .4 Equip field office with table and chairs to accommodate at least 8 meeting attendees, one 3-drawer filing cabinet, and one Drawing rack.
 - .5 Provide appropriate emergency and first aid equipment as required by authorities having jurisdiction. Mount equipment in a prominent and easily accessible location, complete with easily identifiable labels.
 - .6 Provide public access wi-fi internet service for use by Contractor and Consultant.
 - .7 Provide a photocopier/scanner for use by Contractor and Consultant.
 - .8 Clean field office weekly.
 - .9 Due to space restrictions at Place of the Work, Subcontractors may not be able to have their own offices at Place of the Work.

1.5 STORAGE FACILITIES

- .1 Provide and maintain, in a clean and orderly condition, lockable weatherproof sheds for storage of Products and Construction Equipment.
- .2 Do not store Products or Construction Equipment in field office, or in existing facility.

1.6 SANITARY FACILITIES

- .1 Provide a sufficient quantity of temporary sanitary facilities, separate for male and female workers, in accordance with authorities having jurisdiction.
- .2 Keep sanitary facilities clean and fully stocked with necessary supplies.
- .3 Permanent sanitary facilities may not be used during construction.
- .4 Except where connected to municipal sewer system, periodically remove wastes from Place of the Work.

1.7 FIRE PROTECTION

- .1 Provide and maintain temporary fire protection systems and equipment during construction.

1.8 TEMPORARY HOISTS AND CRANES

- .1 Provide, operate, and maintain temporary hoists and cranes required for moving Products and Construction Equipment.
- .2 Make financial arrangements with Subcontractors for use thereof.
- .3 Temporary hoists and cranes shall be operated by properly trained and qualified operators.

1.9 TEMPORARY SIGNS

- .1 No signs or advertisements, other than safety, warning, or directional signs, are permitted at Place of the Work without Consultant's prior written approval.
- .2 Maintain signs in clean condition.
- .3 Remove and dispose of signs when directed by Consultant.

END OF SECTION

- 1 General
- 1.1 ADMINISTRATIVE REQUIREMENTS
 - .1 Provide temporary barriers and enclosures necessary to protect the public and building occupants and to secure Place of the Work during performance of the Work.
 - .2 Comply with applicable regulatory requirements.
 - .3 Maintain temporary barriers and enclosures in good condition for duration of the Work.
 - .4 Remove temporary barriers and enclosures from Place of the Work when no longer required.
- 1.2 FENCING
 - .1 Erect temporary security and safety site fencing of type and height determined by Contractor, subject to applicable regulatory requirements.
 - .2 Provide lockable access gates as required to facilitate construction access.
- 1.3 WEATHER ENCLOSURES
 - .1 Provide weather tight enclosures to unfinished door and window openings, top of shafts, and other openings in floors and roofs.
 - .2 Provide weather enclosures to protect floor areas where walls are not finished and to enclose work areas that require temporary heating.
 - .3 Design weather enclosures to withstand wind pressure and snow loading requirements.
- 1.4 DUST TIGHT SCREENS AND PARTITIONS
 - .1 Provide dust tight partitions to localize interior building areas from dust and noise generating activities.
 - .2 Erect, maintain, and relocate screens and partitions as required to facilitate construction operations and Owner's operational requirements.
- 1.5 FIRE ROUTES
 - .1 Maintain fire access routes, including overhead clearances, for use by emergency response vehicles.
- 1.6 SECURITY AT PLACE OF THE WORK
 - .1 Become familiar with Place of the Work and surrounding neighbourhood.
 - .2 Provide adequate security measures to prevent vandalism, theft, arson, and trespassing by unauthorized persons at Place of the Work.
 - .3 Maintain security measures for 24 hours a day, 7 days a week, 52 weeks a year, including times when construction may be shut down due to strikes or lockouts.
 - .4 Remove security measures upon Ready-for-Takeover.
- 1.7 PROTECTION OF BUILDING FINISHES
 - .1 Provide necessary temporary barriers and enclosures to protect existing and completed or partially-completed finished surfaces from damage during performance of the Work.

END OF SECTION

- 1 General
- 1.1 ADMINISTRATIVE REQUIREMENTS
 - .1 Provide temporary controls necessary for performance of the Work and in compliance with applicable regulatory requirements.
 - .2 Maintain temporary controls in good condition for duration of the Work.
 - .3 Remove temporary controls and Construction Equipment used to provide temporary controls from Place of the Work when no longer required.
- 1.2 PLANT PROTECTION
 - .1 Protect trees and other plant material designated to remain at Place of the Work where indicated on Drawings.
 - .2 Protect trees and shrubs susceptible to damage during construction to OPSS.MUNI 801.
 - .3 For trees designated to remain, protect roots inside dripline from disturbance or damage during excavation and grading. Avoid traffic, dumping and storage of materials over root zones.
 - .4 Minimize stripping of topsoil near trees and other plant material designated to remain at Place of the Work.
 - .5 Provide lockable access gates as required to facilitate construction access.
- 1.3 DUST AND PARTICULATE CONTROL
 - .1 Implement and maintain dust and particulate control measures in accordance with applicable regulatory requirements.
 - .2 Execute Work by methods that minimize dust from construction operations and spreading of dust at Place of the Work or to adjacent properties.
 - .3 Provide temporary dust tight enclosures to prevent extraneous materials resulting from sandblasting or similar operations from contaminating air beyond immediate work area. Refer to Section 01 56 00.
 - .4 Cover or wet down dry materials and rubbish to prevent blowing dust and debris. Provide dust control for temporary roads.
 - .5 Use appropriate covers on trucks hauling fine, dusty or loose materials.
- 1.4 DEWATERING
 - .1 Provide temporary drainage and pumping as necessary to dewater excavations, trenches, foundations, and other parts of the Work. Maintain such areas free of water arising from groundwater or surface runoff, as required to keep them stable, dry, and protected from damage due to flooding.
 - .2 Maintain standby equipment necessary to ensure continuous operation of dewatering system.
 - .3 Do not pump water containing suspended materials or other harmful substances into waterways, sewers, or surface draining systems. Treat or dispose of such water in accordance with applicable regulatory requirements.
- 1.5 DRAINAGE AT PLACE OF THE WORK
 - .1 Maintain grades to ensure proper drainage at Place of the Work.
 - .2 Prevent surface water runoff from leaving Place of the Work.

- .3 Prevent precipitation from infiltrating or from directly running off stockpiled waste materials. Cover stockpiled waste materials with an impermeable liner during periods of work stoppage including at end of each Working Day.
- .4 Control surface drainage from cuts and fills, from borrow and waste disposal areas, from stockpiles, staging areas, and other work areas as required to prevent erosion and sedimentation.
- .5 Control surface drainage by ensuring gutters are kept open and water is not directed across or over pavements or sidewalks, except through pipes or properly constructed troughs. Ensure runoff from unfinished areas is intercepted and diverted to suitable outlets.
- .6 Periodically inspect and clean catch basins and storm lines at Place of the Work to ensure their continuous operation during performance of the Work and upon Ready-for-Takeover.

1.6 EROSION AND SEDIMENT CONTROL

- .1 Minimize amount of bare soil exposed at one time. Stabilize disturbed soils as quickly as practical to minimize erosion. Remove accumulated sediment resulting from construction activity from adjoining surfaces, drainage systems and watercourses. Make Good damage caused by soil erosion and sedimentation.
- .2 Provide and maintain appropriate temporary measures such as silt fences, straw bales, ditches, geotextiles, drains, berms, terracing, riprap, temporary drainage piping, sedimentation basins, vegetative cover, dikes and other measures that may be required to prevent erosion and migration of silt, mud, sediment and other debris.
- .3 Do not disturb existing embankments or embankment protection.
- .4 Periodically inspect erosion and sediment control measures to detect evidence of erosion and sedimentation. Promptly take corrective measures when necessary.
- .5 If soil and debris from Place of the Work accumulate in ditches or other low areas, remove accumulation and restore area to original condition.

1.7 POLLUTION CONTROL

- .1 Take measures to prevent contamination of soil, water, and atmosphere through uncontrolled discharge of noxious or toxic substances and other pollutants, potentially causing environmental damage.
- .2 Be prepared, by maintaining appropriate materials, equipment, and trained personnel at Place of the Work, to intercept, clean up, and dispose of spills or releases that may occur. Promptly report spills and releases that may occur to:
 - .1 Authority having jurisdiction.
 - .2 Person causing or having control of pollution source, if known.
 - .3 Owner and Consultant.
- .3 Contact manufacturer of pollutant, if known and applicable, to obtain safety data sheets (SDS) and ascertain hazards involved and precautions and measures required in cleanup or mitigating actions.
- .4 Take immediate action to contain and mitigate harmful effects of the spill or release.

END OF SECTION

1 General

1.1 DEFINITIONS

- .1 Not In Contract (NIC) means an item that requires coordination for its later installation, and which is neither supplied nor installed as part of the Work.
- .2 Owner-supplied Product means a Product that will be supplied by Owner to Contractor for installation as part of the Work. Refer to Section 01 11 00.

1.2 COMMON PRODUCT REQUIREMENTS

- .1 Provide Products that are not damaged or defective, and suitable for purpose intended, subject to specified requirements. If requested by Consultant, furnish evidence as to type, source, and quality of Products Provided in the Work.
- .2 Products referred to in the singular implies the supply and installation of as many Products as necessary to complete the Work.
- .3 Unless specified otherwise, maintain uniformity of manufacture for like items throughout.
- .4 Unless specified otherwise, Consultant may select colours from manufacturer's complete range of available colours, textures, and patterns, including those considered to be premium.
- .5 Permanent manufacturer's markings, labels, trademarks, and nameplates on Products are not acceptable in prominent locations, except where required by regulatory requirements or for operating instructions, or when located in mechanical or electrical rooms.

1.3 PRODUCT OPTIONS

- .1 Subject to the provisions of Section 01 25 00:
 - .1 Wherever a Product or manufacturer is specified by a single proprietary name, Provide the named Product only.
 - .2 Wherever more than one Product or manufacturer is specified by proprietary name for a single application, Provide any one of the named Products.
- .2 Wherever a Product is specified by reference to a standard only, Provide any Product that meets or exceeds the specified standard. If requested by Consultant, submit information verifying that the proposed Product meets or exceeds the specified standard.
- .3 Wherever a Product is specified by descriptive or performance requirements, and includes a named example preceded by the abbreviation "eg." (meaning "for example"), Provide the named Product or a similar Product manufactured by one of the named manufacturers that meets or exceeds the specified descriptive and performance characteristics. If requested by Consultant, submit information verifying that a proposed Product meets or exceeds the specified requirements.
- .4 Wherever a Product is specified by descriptive or performance requirements only, Provide any Product that meets or exceeds specified requirements. If requested by Consultant, submit information verifying that proposed Product meets or exceeds specified requirements.

1.4 PRODUCT AVAILABILITY AND DELIVERY TIMES

- .1 Promptly upon Contract award and periodically during construction, review and confirm Product availability and delivery times. Order Products in sufficient time to meet the construction progress schedule and the Contract Time.
- .2 If a specified Product is no longer available, promptly notify Consultant. Consultant will take action as required.

- .3 If delivery delays are foreseeable, for any reason, promptly notify Consultant.
 - .1 If a delivery delay is beyond Contractor's control, Consultant will give direction how to proceed.
 - .2 If a delivery delay is caused by something that was or is within Contractor's control, Contractor shall propose actions to maintain the construction progress schedule for Consultant's review and acceptance.

1.5 STORAGE, HANDLING AND PROTECTION

- .1 Store, handle and protect Products during transportation to Place of the Work and before, during and after installation in a manner to prevent damage, adulteration, deterioration and soiling.
- .2 Comply with manufacturer's instructions for storage, handling and protection.
- .3 Store packaged or bundle Products in original and undamaged condition with manufacturer's seal and labels intact. Do not remove from packaging or bundling until required in the Work.
- .4 Comply with the requirements of the workplace hazardous materials information system (WHMIS) regarding use, handling, storage, and disposal of hazardous materials, including requirements for labelling, and submission of safety data sheets (SDS).
- .5 Store Products subject to damage from weather in weatherproof enclosures.
- .6 Store sheet Products on flat, solid supports, and keep clear of ground. Slope to shed moisture.
- .7 Store Products within occupied facility only as approved by Owner.
- .8 Move Products stored within the Work should they become a hindrance to the Work, or to the delivery of other Products.
- .9 Remove flammable rubbish and packing materials from Place of the Work on a daily basis.
- .10 Remove and replace damaged Products.

END OF SECTION

1 General

1.1 EXISTING UTILITIES AND STRUCTURES

- .1 Before commencing excavation, drilling, or other earthwork, establish or confirm location and extent of existing utilities and structures in work area.
- .2 Promptly notify Consultant if concealed utilities and structures, or their locations differ from those indicated in Contract Documents or in available project information. Consultant will give appropriate direction.
- .3 Record locations of maintained, re-routed, and abandoned utility lines.

1.2 VERIFICATION OF EXISTING CONDITIONS

- .1 Where work specified in any Section is dependent on the work of another Section or Sections having been properly completed, verify that work is complete and in a condition suitable to receive subsequent work. Commencement of work of a Section that is dependent on the work of another Section or Sections having been properly completed means acceptance of those existing conditions.
- .2 Verify ambient conditions are suitable before commencing the work of any Section and will remain suitable for as long as required for proper setting, curing, or drying of Products used.
- .3 Ensure substrate surfaces are clean, dimensionally stable, cured and free of contaminants.
- .4 Notify Consultant in writing of unacceptable conditions.

END OF SECTION

1 General

1.1 DEFINITIONS

- .1 Make Good means to restore new or existing work after being damaged, cut, patched, or rejected by Consultant. Use materials identical to original materials, with visible surfaces matching the appearance of original surfaces in all details, and with no apparent junctions between new and original surfaces.

1.2 COLD WEATHER REQUIREMENTS

- .1 Perform the Work continually and avoid weather delays.
- .2 Provide temporary heating and cold weather working measures during cold weather periods and winter months. Refer to Sections 01 51 00 and 01 56 00.
- .3 Construction delays, whether the responsibility of Contractor or otherwise, which result in unanticipated or extended winter work will not be considered justification for claims for additional payments.
- .4 Uniformly distribute heat to avoid hot or cool areas or excessive drying.

1.3 MANUFACTURER'S INSTRUCTIONS

- .1 Install, erect, or apply Products in strict accordance with manufacturer's instructions.
- .2 Specifications requiring the installation, erection, or application of Products to conform to a consensus standard does not replace or supercede the requirement to also conform to manufacturer's instructions.
- .3 Where a manufacturer's instructions and the requirements of a specified consensus standard are contradictory, manufacturer's instructions will govern.
- .4 Notify Consultant in writing of conflicts between Contract Documents and manufacturer's instructions where, in Contractor's opinion, conformance with Contract Documents instead of manufacturer's instructions may be detrimental to the Work or may jeopardize manufacturer's warranty.
- .5 Do not rely on labels or enclosures supplied with Products. Obtain written instructions directly from manufacturers.
- .6 Allow manufacturer's representatives to have access to the Work at all times. Render assistance and facilities for such access so that manufacturer's representatives may properly perform their responsibilities. Refer to Section 01 40 00.

1.4 CONCEALMENT

- .1 Conceal pipes, ducts, and wiring in floors, walls, and ceilings in finished areas:
 - .1 After review by Consultant and authority having jurisdiction.
 - .2 Where locations differ from those shown on Drawings, after recording actual locations on as-built record drawings.
- .2 Provide incidental furring or other enclosure as required.
- .3 Notify Consultant in writing of interferences before installation.

1.5 FASTENINGS - GENERAL

- .1 Provide metal fastenings and accessories in same texture, colour, and finish as adjacent materials.

- .2 Provide fasteners to full required complement. Products with missing fasteners will be rejected by Consultant.
- .3 Prevent electrolytic action and corrosion between dissimilar metals and materials by using suitable non-metallic strips, washers, sleeves, or other permanent separators to avoid direct contact.
- .4 Use non-corrosive fasteners and anchors for securing exterior work, and in spaces where high humidity levels are anticipated.
- .5 Space fasteners within individual load limit or shear capacity, and ensure fasteners provide positive permanent anchorage.
- .6 Keep exposed fastenings to a minimum, space evenly and install neatly.
- .7 Do not use fastenings or fastening methods that may cause spalling or cracking of material to which anchorage is made.
- .8 Fasteners stressed in withdrawal will be rejected.
- .9 Powder-actuated fasteners are to be a system suitable for the specific application, corrosion-resistant, and capable of sustaining without failure a load equal to 10 times the design load when tested to ASTM E1190.
- .10 Do not use powder-actuated fasteners stressed in withdrawal for finished work.
- .11 Do not use powder-actuated fasteners within 100 mm of concrete or masonry edges.
- .12 Do not use powder-actuated fasteners in post-tensioned concrete.

1.6 FASTENINGS - EQUIPMENT

- .1 Use fastenings of standard commercial sizes and patterns with material and finish suitable for service.
- .2 Bolts shall not project more than one diameter beyond nuts.

1.7 FIRE RATED ASSEMBLIES

- .1 When penetrating fire rated wall, ceiling, or floor assemblies, completely seal voids with firestopping materials, smoke seals, or both, in full thickness of the construction element as required to maintain the integrity of the fire rated assembly.

1.8 TEMPLATES, BUILT-INS, AND DIMENSIONS

- .1 Take field measurements and confirm dimensions necessary for proper execution of the Work.
- .2 Assume responsibility for accuracy and completeness of dimensions.
- .3 Provide forms, templates, anchors, inserts, and accessories to be fixed to, or inserted as part of, the Work.
- .4 Prepare and submit setting drawings, templates, and other information necessary for the placement and installation of Products, holes, sleeves, inserts, anchors, accessories, fastenings, connections, and access panels.
- .5 Supply items in sufficient time, complete with templates and other necessary information, to accommodate installation without causing delay to the Work. Failure to do so will not result in an increase in Contract Price and Contract Time.

- .6 Verify the Work, as it proceeds, is executed in accordance with dimensions and positions indicated, which maintain levels and clearances to adjacent work, as set out in Contract Documents.
- .7 Verify details and field measurements at Place of the Work prior to fabricating Products of special design to ensure fit.

1.9 INTERFERENCES

- .1 Prior to commencement of the Work, coordinate placement of Products to ensure components are properly accommodated within designed spaces. Prepare and submit interference drawings as specified in Section 01 33 00.
- .2 Be responsible for additional work and costs necessitated by failure to coordinate the parts of the Work.
- .3 Provide adequate access and clearances around Products as required by authorities having jurisdiction and as required for maintenance purposes by manufacturers.
- .4 Notify Consultant if Contract Documents are in conflict with access and clearance requirements.

1.10 LOCATION OF FIXTURES, OUTLETS, AND DEVICES

- .1 Consider location of fixtures, outlets, and devices indicated on Drawings as approximate.
- .2 Locate fixtures, outlets, and devices for minimum interference, maximum usable space, and as required to meet safety, access, maintenance, acoustic, and regulatory, including barrier free, requirements.
- .3 Promptly notify Consultant in writing of conflicting installation requirements for fixtures, outlets and devices. If requested, indicate proposed locations and obtain approval for actual locations.

1.11 REMEDIAL WORK AND MAKING GOOD

- .1 Notify Consultant of, and perform remedial work required to Make Good defective or unacceptable work.
- .2 Ensure properly qualified workers perform remedial work.
- .3 Coordinate adjacent affected work as required.
- .4 Make Good defective and damaged parts of the Work.
- .5 Make Good damage to property located adjacent to Place of the Work.
- .6 Make Good damage to existing surfaces designated to remain as part of the Work.
- .7 Make Good existing conditions as noted on Drawings.
- .8 Prioritize the correction of defective work which, in the sole discretion of Owner, adversely affects Owner's day to day operations.
- .9 Make Good damage to the Work resulting from lack of adequate heating protection.
- .10 Make Good damage to utility services in accordance with authority having jurisdiction.

END OF SECTION

1 General

1.1 REQUESTS FOR CUTTING, PATCHING AND REMEDIAL WORK

- .1 Submit written request in advance of cutting, coring or alteration which affects or is likely to affect:
 - .1 Structural integrity of any element of the Work.
 - .2 Integrity of weather-exposed or moisture-resistant elements.
 - .3 Efficiency, maintenance, or safety of any operational element.
 - .4 Visual qualities of sight-exposed elements.
 - .5 Work of Owner or Other Contractor.
 - .6 Warranty of Products affected.
- .2 Include in request:
 - .1 Identification of Project.
 - .2 Location and description of affected work, including drawings or sketches as required.
 - .3 Statement on necessity for cutting or alteration.
 - .4 Description of proposed work, and Products to be used.
 - .5 Alternatives to cutting and patching.
 - .6 Effect on work of Owner or Other Contractors.
 - .7 Written permission of affected Other Contractors.
 - .8 Date and time work will be executed.

1.2 PRODUCTS

- .1 Unless specified otherwise, when replacing existing or previously installed Products in the course of cutting and patching work, use replacement Products of same character and quality as those being replaced.
- .2 If an existing or previously installed Product must be replaced with a different Product, submit request for substitution as specified in Section 01 25 00.

1.3 PREPARATION

- .1 Inspect existing conditions as specified in Section 01 71 00.
- .2 Provide supports to assure structural integrity of surroundings.
- .3 Provide devices and methods to protect other portions of the Work from damage.
- .4 Provide protection from elements for areas that may be exposed by uncovering work.

1.4 EXISTING UTILITIES

- .1 Where the Work involves breaking into or connecting to existing utility services, give authority having jurisdiction, Owner, and Consultant 48 hours notice for necessary interruption of facility services.
- .2 Maintain excavations free of water.
- .3 Keep duration of interruptions to a minimum.
- .4 Carry out interruptions after regular working hours of occupants, preferably on weekends, unless Owner's prior written approval is obtained.
- .5 Protect and maintain existing active services.
- .6 Record locations of services, including depth, on as-built drawings.
- .7 Construct or erect temporary barriers as specified in Section 01 56 00, as required to protect pedestrian and vehicular traffic.

1.5 CUTTING, PATCHING AND REMEDIAL WORK

- .1 Coordinate and perform the Work to ensure cutting and patching work is kept to a minimum.
- .2 Perform cutting, fitting, patching and remedial work to make the affected parts of the Work come together properly and complete the Work.
- .3 Provide openings in non-structural elements of the Work for penetrations of mechanical and electrical work.
- .4 Perform cutting by methods to avoid damage to other work.
- .5 Provide proper surfaces to receive patching, remedial work, and finishing.
- .6 Perform cutting, patching, and remedial work using competent and qualified specialists familiar with the Products affected, in a manner that neither damages nor endangers the Work.
- .7 Do not use pneumatic or impact tools without Consultant's prior written approval.
- .8 Ensure cutting, patching, and remedial work does not jeopardize manufacturers' warranties.
- .9 Refinish surfaces to match adjacent finishes. For continuous surfaces refinish to nearest intersection. For an assembly, refinish entire unit.
- .10 Fit work to pipes, sleeves, ducts, conduit, and other penetrations through surfaces with suitable allowance for deflection, expansion, contraction, acoustic isolation, and firestopping.
- .11 Maintain fire ratings of fire rated assemblies where cutting, patching or remedial work is performed. Completely seal voids or penetrations of assembly with firestopping and smoke seal materials to full depth or with suitably rated devices.

END OF SECTION

- 1 General
- 1.1 REGULATORY REQUIREMENTS
 - .1 Comply with applicable regulatory requirements when disposing of waste materials.
 - .2 Obtain permits from authorities having jurisdiction and pay disposal fees where required for disposal of waste materials and recyclables.
- 1.2 GENERAL CLEANING REQUIREMENTS
 - .1 Provide adequate ventilation during use of volatile or noxious substances. Do not rely on building ventilation systems for this purpose.
 - .2 Use only cleaning materials recommended by manufacturer of surface to be cleaned, and as recommended by cleaning material manufacturer.
 - .3 Prevent cross-contamination during cleaning process.
 - .4 Notify Consultant of the need for cleaning caused by Owner or Other Contractors.
- 1.3 PROGRESSIVE CLEANING AND WASTE MANAGEMENT
 - .1 Maintain the Work in tidy and safe condition, free from accumulation of waste materials and construction debris.
 - .2 Provide appropriate, clearly marked, containers for collection of waste materials and recyclables. Locate containers where they will not hinder progress of the Work and Owner's continuing operations.
 - .3 Owner's existing waste containers at Place of the Work may not be used during construction.
 - .4 Remove waste materials and recyclables from work areas, separate, and deposit in designated containers at end of each Working Day. Collect packaging materials for recycling or reuse.
 - .5 Remove waste materials and recyclables from Place of the Work at regular intervals.
 - .6 Schedule cleaning operations so that resulting dust, debris, and other contaminants will not fall on wet, newly finished surfaces, nor contaminate building systems.
- 1.4 FINAL CLEANING
 - .1 Before final cleaning, arrange a meeting at Place of the Work to determine the acceptable standard of cleaning. Ensure Owner, Consultant, Contractor, and cleaning Subcontractor are in attendance.
 - .2 Remove from Place of the Work surplus Products, waste materials, recyclables, Temporary Work, and Construction Equipment not required to perform any remaining work.
 - .3 Provide professional cleaning by a recognized, established cleaning company.
 - .4 Re-clean as necessary areas that have been accessed by Contractor's workers prior to Ready-for-Takeover.
 - .5 Owner's existing cleaning equipment and supplies at Place of the Work may not be used.
 - .6 Remove stains, spots, marks, and dirt from finished surfaces, mechanical and electrical fixtures, furniture, fitments, walls, and floors.
 - .7 Clean mechanical, electrical, and other equipment.
 - .8 Remove stains, spots, marks, and dirt from exterior facades.

- .9 Power wash exterior paved surfaces.
- .10 Use leaf blower to clean landscaped surfaces.

1.5 WASTE MANAGEMENT AND DISPOSAL

- .1 Dispose of waste materials and recyclables at appropriate municipal landfills and recycling facilities in accordance with applicable regulatory requirements.
- .2 Do not burn or bury waste materials at Place of the Work.
- .3 Do not dispose of volatile and other liquid waste such as mineral spirits, oil, paints and other coating materials, paint thinners, cleaners, and similar materials together with dry waste materials or on the ground, in waterways, or in storm or sanitary sewers. Collect such waste materials in appropriate covered containers, promptly remove from Place of the Work, and dispose of at recycling facilities or as otherwise permitted by applicable regulatory requirements.
- .4 Cover or wet down dry waste materials to prevent blowing dust and debris.

1.6 HAZARDOUS WASTE DISPOSAL

- .1 If and when required, remove and dispose of hazardous or contaminated waste materials in accordance with applicable regulatory requirements.
- .2 Hazardous or contaminated waste materials must be transported by a licensed waste hauling company.
- .3 Submit a copy of hauling company's Certificate of Approval to authority having jurisdiction prior to transporting any hazardous or contaminated waste materials.
- .4 Stockpile suspected hazardous or contaminated waste material temporarily in neat and secure stockpiles overlying a double layer of 0.20 mm thick high density polyethylene.
- .5 Isolate stockpiles from remainder of Place of the Work and cover with a single layer of 0.20 mm thick polyethylene to prevent entry, wind disturbance or collection of surface water.
- .6 Do not transport potentially hazardous or contaminated waste materials until such materials have been properly identified by appropriate authority having jurisdiction.

END OF SECTION

1 General

1.1 PROTECTION OF EXISTING PROPERTY

- .1 Protect Owner's existing property and property adjacent to Place of the Work from damage.
- .2 Make Good damage to Owner's existing property resulting from performance of the Work.
- .3 Do not undertake to Make Good damage to any property located adjacent to Place of the Work, or acknowledge that such damage was caused or occasioned by Contractor, without first consulting with Owner and receiving written instructions as to the course of action to be followed.
 - .1 Under such circumstances, where there is danger to life or property, Contractor may take such emergency action as he deems necessary to remove the danger.
 - .2 Contractor shall indemnify and hold harmless Owner and Consultant, including their agents and employees from and against claims, demands, losses, costs, damages, actions, suits, or proceedings by third parties that arise out of, or are attributable to, such emergency action.

1.2 PROTECTION OF COMPLETED WORK AND WORK IN PROGRESS

- .1 Adequately protect parts of the Work completed and in progress from any kind of damage.
- .2 Do not load or permit to be loaded any part of the Work with a weight or force that will endanger the safety or integrity of the Work.
- .3 Refer to technical specification Sections for Product-specific requirements regarding protection of installed Products.
- .4 Unless specified otherwise, maintain protection until Ready-for-Takeover. Remove protection and protective coverings upon expiry of specified duration.
- .5 Promptly Make Good parts of the Work damaged as a result of inadequate protection.

END OF SECTION

- 1 General
- 1.1 READY-FOR-TAKEOVER
 - .1 Prerequisites to attaining Ready-for-Takeover of the Work are described in General Conditions of the Contract.
 - .2 Ready-for-Takeover is required on or before September 1, 2026.
- 1.2 INSPECTION AND REVIEW BEFORE READY-FOR-TAKEOVER
 - .1 Contractor's Inspection: Before applying for Consultant's review to establish Ready-for-Takeover of the Work:
 - .1 Ensure specified prerequisites for Ready-for-Takeover of the Work are completed.
 - .2 Conduct an inspection of the Work to identify defective, deficient, or incomplete work.
 - .3 Prepare a comprehensive and detailed list of items to be completed or corrected.
 - .4 Submit an anticipated schedule and costs for items to be completed or corrected.
 - .2 Consultant's Review: Upon receipt of Contractor's application for review, together with Contractor's list of items to be completed or corrected, Consultant will review the Work. Consultant will advise Contractor whether or not the Work is Ready-for-Takeover and will prepare and give Contractor a list of items, if any, to be added to Contractor's list of items to be completed or corrected. Submit to Consultant a revised list of items to be completed or corrected.
 - .3 Maintain the list of items to be completed or corrected and promptly correct or complete defective, deficient and incomplete work. Contractor's inspection and Consultant's review procedures specified above shall be repeated until the Work is Ready-for-Takeover and no items remain on Contractor's list of items to be completed or corrected.
 - .4 When Consultant determines the Work is Ready-for-Takeover, Consultant will notify Contractor and Owner in writing to that affect.
- 1.3 PREREQUISITES TO FINAL PAYMENT
 - .1 After Ready-for-Takeover of the Work and before submitting an application for final payment in accordance with General Conditions of the Contract:
 - .1 Correct or complete all remaining defective, deficient, and incomplete work.
 - .2 Remove from Place of the Work surplus Products, Construction Equipment and Temporary Work.
 - .3 Perform final cleaning and waste removal necessitated by Contractor's work performed after Ready-for-Takeover, as specified in Section 01 74 00.
- 1.4 SUBSTANTIAL PERFORMANCE OF THE WORK
 - .1 The prerequisites to, and the procedures for, attaining Substantial Performance of the Work shall be:
 - .1 Independent of those for attaining Ready-for-Takeover of the Work.
 - .2 In accordance with lien legislation applicable at Place of the Work.
- 1.5 TAKE-OVER PROCEDURES
 - .1 Conform to OAA-OGCA Document 100-2025, Recommended Procedures Concerning Substantial Performance, Ready-for-Takeover, and Completion of Construction Projects.

END OF SECTION

- 1 General
- 1.1 OPERATION AND MAINTENANCE MANUAL
 - .1 Prepare a comprehensive operation and maintenance manual, in the language of the Contract, using personnel qualified and experienced for this task.
 - .2 Submit an initial draft of operation and maintenance manual for Consultant's review. If required by Consultant's review comments, revise manual contents and resubmit for Consultant's review. If required, repeat this process until Consultant accepts draft manual in writing.
 - .3 Submit final version of operation and maintenance manual to Owner in hard copy and electronic formats. Submit two hard copies.
- 1.2 OPERATION AND MAINTENANCE MANUAL FORMAT
 - .1 Organize data in the form of an instructional manual.
 - .2 Arrange content by systems, under Section numbers and sequence of Table of Contents.
 - .3 Hard Copy Requirements:
 - .1 Binders: Vinyl, hard covered, three D-rings, loose leaf, 215 x 280 mm size, with spine and face pockets.
 - .2 When multiple binders are used, correlate data into related consistent groupings. Identify contents of each binder on spine and front cover.
 - .3 Cover: Identify each binder with typed or printed title "Operation and Maintenance Manual", name of Project, and subject matter of contents.
 - .4 Include tabbed fly leaf for each separate Product or system, with typed description of Product and major component parts of equipment.
 - .5 Text: Manufacturer's printed data, or typewritten data.
 - .6 Drawings: With reinforced punched binder tab. Bind in with text; fold larger drawings to size of text pages.
 - .4 Electronic Copy Requirements:
 - .1 Prepare electronic copy of operation and maintenance manual as portable document format (.pdf) file.
 - .2 When multiple files are used, correlate data into related consistent groupings. Identify contents of each file in file name.
 - .3 Submit electronic copy of operation and maintenance manual on electronic media type acceptable to Owner.
 - .4 Include electronic bookmarks for each separate Product and system, with description of Product and major component parts of equipment.
 - .5 Include electronic copy of Shop Drawings in manual as portable document format (.pdf) files.
- 1.3 OPERATION AND MAINTENANCE MANUAL - GENERAL CONTENT
 - .1 Table of Contents for each volume.
 - .2 Introductory information, including:
 - .1 Date of manual submission.
 - .2 Complete contact information for Consultant, subconsultants, other consultants, and Contractor, with names of responsible parties identified for each.
 - .3 Schedule of Products and systems indexed to content of volume.
 - .3 For each Product or system, include complete contact information for Subcontractors, Suppliers and manufacturers, including local sources for supplies and replacement parts.

- .4 Product Data: Mark each sheet to clearly identify specific Products, options, and component parts, and data applicable to installation. Delete or strike out inapplicable information. Supplement with additional information as required.
 - .5 Reviewed Shop Drawings.
 - .6 Permits, certificates, letters of assurance and other relevant documents issued by or required by authorities having jurisdiction.
 - .7 Warranties.
 - .8 Operating and maintenance procedures, incorporating manufacturer's operating and maintenance instructions, in a logical sequence.
 - .9 Training materials.
- 1.4 OPERATION AND MAINTENANCE MANUAL - PRODUCTS AND FINISHES
- .1 Include Product data, with catalogue number, options selected, size, composition, and colour and texture designations. Include information for re-ordering custom manufactured Products.
 - .2 Include instructions for cleaning agents and methods, precautions against detrimental cleaning agents and methods, and recommended schedule for cleaning and maintenance.
 - .3 Include an outline of requirements for routine and special inspections and for regular maintenance to ensure that on-going performance of building envelope will meet the initial building envelope criteria.
 - .4 Include additional content when requested.
- 1.5 OPERATION AND MAINTENANCE MANUAL - WARRANTIES CONTENT
- .1 Separate each warranty with index tab sheets keyed to Table of Contents listing.
 - .2 List each warrantor with complete contact information.
 - .3 Verify documents are in proper form and contain full information. Ensure warranties are for correct duration, and are in Owner's name.
- 1.6 PROJECT AS-BUILT RECORD DRAWINGS
- .1 Submit final as-built drawings to Consultant, in form specified in Section 01 32 00.
 - .2 Arrange for Consultant to transfer information marked on as-built drawings during progress of the Work to a master set of electronic drawing files; marked as "AS-BUILT RECORD DRAWINGS".
 - .3 Contract Price includes a stipulated sum cash allowance for payment of Consultant to transfer as-built information to electronic set of as-built record drawings. Refer to Section 01 21 00.
 - .4 Submit completed as-built record drawings in both hard copy and electronic formats to Owner. Submit three hard copies.
 - .5 Submit electronic copy as both Autodesk AutoCAD (.dwg) and portable document format (.pdf) files.
- 1.7 SPARE PARTS, EXTRA STOCK MATERIALS AND SPECIAL TOOLS
- .1 Supply spare parts, extra stock materials, and special tools in specified quantities.
 - .2 Ensure spare parts and extra stock materials are new, not damaged or defective, and of same quality, manufacturer, and batch or production run as installed Products.

- .3 Include tags for special tools identifying their function and associated Product.
- .4 Deliver to and store items at location directed by Owner at Place of the Work. Store in original packaging with manufacturer's labels intact and in a manner to prevent damage or deterioration.
- .5 Catalogue items and submit to Consultant an inventory listing organized by specification Section numbers. Include Consultant reviewed inventory listing in operation and maintenance manual.

END OF SECTION



FORM OF TENDER

Project Reference: RFT 26-082 Power Upgrade - Burlington Central HS

From (Bidder): _____
Company Name

Street Address

City, Province and postal code

Phone Number

Email Address

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

By signing below, I/We acknowledge that I/We have read and accept the terms and conditions of this document and further that I/We have the authority to bind the organization.

I/We acknowledge that I/We have received addenda numbered _____ to _____ and the fee(s) quoted incorporate such addenda.

I/We have included one (1) electronic copy of the proposal submission in accordance with the terms and conditions of this RFP.

If this proposal is accepted by the HDSB and the HDSB is proceeding with the internal approvals for the award of the Agreement, then I/we will provide the required proof of insurance, and all other required submittals within five (5) business days of notification from the HDSB.

I/We, the undersigned, having examined the RFX Documents for the above-named Project, including Addenda, HDSB Standard Terms and Conditions and hereby offer to perform the Work in accordance with the Tender Documents, for the Stipulated Price of:

RFT 26-082 Power Upgrade - Burlington Central High School
Form of Tender Continued
Page 2 OF 2

Base Bid Amount (Excluding HST)	\$
Cash Allowance	\$ 15,000.00
Contingency Allowance	\$ 30,000.00
Total Base Bid (Excluding HST)	\$

Proposed Subcontractor:

Electrical Contractor _____

We, the undersigned, declare that:

- a. We agree to perform the Work within the required completion time specified in the Tender Documents,
- b. We have arrived at the Tender without collusion with any competitor,
- c. This Tender is open to acceptance by the Owner for a period of 120 days from the date of Tender Closing,
- d. All Form of Tender supplements called for by the Tender Documents from an integral part of this Tender.

Signature: _____

LEGAL NAME OF BIDDER

DATE

 AUTHORIZED SIGNATURE OF BIDDER

 & TITLE

 PRINTED NAME

I have the authority to bind the Bidder



APPENDIX A - DECLARATION SIGNATURE SHEET

1. I/WE DECLARE that this Submission is made without collusion, knowledge, and comparison of figures or arrangement with any other company, firm or person submitting a Submission for the same work.
2. I/WE DECLARE that to our knowledge no member of Halton District School Board is, will be or has become financially interested, directly or indirectly, in any aspect of the Contract other than in the appropriate discharge of his/her obligations as an employee/officer of Halton District School Board.
3. I/WE HAVE READ, Understood and agree to abide by the Agreement to Abide by the Established Process.
4. I/WE HAVE CAREFULLY examined the RFX documents, including Addenda, and the HDSB Standard Terms and Conditions and have a clear and comprehensive knowledge of what is being requested hereunder. By submitting the Submission, the Bidder agrees and consents to the administrative procedures of the Board, as well as the procedures, terms, conditions and provisions of the RFX, including the Form of Tender.
5. I/WE have carefully examined all of the Proposal Documents, and that we have thoroughly reviewed all proposal documentation and addenda (as applicable) and hereby accept and agree to same as forming part and parcel of the proposed Contract.
6. I/WE ARE AUTHORIZED BY and have the authority to bind the Bidder.

DATE: _____

NAME: _____
Please Print

SIGNATURE: _____

TITLE: _____

COMPANY NAME: _____

ADDRESS: _____

PHONE NUMBER: _____

E-MAIL ADDRESS: _____

E-MAIL to Send PO: _____



APPENDIX B - SUPPLIER ATTESTATION

I, the undersigned, on behalf of **[Insert Full Legal Name of Supplier]** (the “Supplier”), hereby make the following declarations and attestations:

1. Compliance with Procurement Restrictions

The Supplier has read, understands, and agrees to comply with all applicable procurement restriction requirements as outlined by the Halton District School Board (HDSB), including, but not limited to, restrictions related to trade agreements, supplier eligibility, conflict of interest, and ethical business conduct.

2. Prohibited Suppliers and Affiliates

The Supplier confirms that neither it, nor any of its affiliated entities, principals, directors, or key personnel are currently debarred, suspended, or otherwise prohibited from bidding on or being awarded public contracts in the Province of Ontario, or in any other relevant jurisdiction applicable to this procurement.

3. Disclosure of Conflict of Interest

The Supplier confirms that it has disclosed any actual or potential conflict of interest or circumstances that may give rise to a perceived conflict of interest. If no such conflicts exist, the Supplier confirms that, to the best of its knowledge, none are known at the time of submission.

4. Ongoing Obligation

The Supplier acknowledges that compliance with the Procurement Restriction Policy is an **ongoing obligation**. The Supplier agrees to immediately notify the HDSB in writing if any information relevant to this declaration changes during the term of the procurement process or contract.

By signing below, I certify that the information provided in this attestation is true and accurate to the best of my knowledge.

Authorized Signature:

Name: [Insert Name]

Title: [Insert Title]

**Company Name: [Insert
Legal Name of Supplier]**

Date:



**APPENDIX C - PROCUREMENT RESTRICTION
POLICY COMPLIANCE DECLARATION**

In accordance with the Ontario Government's Procurement Restriction Policy and under the direction of the Ontario Government, the Halton District School Board (HDSB) is required to restrict participation in procurement opportunities from certain suppliers.

Specifically, U.S. based businesses are not eligible to participate in this procurement if they meet the following criteria:

- The business has its head office or principal place of business located in the United States; and,
- The business employs fewer than 250 full-time employees in Canada at the time of this procurement process.

Supplier Declaration of Status

Suppliers are required to declare their status in accordance with the above definition.

Please check one of the following boxes:

- We are a U.S. based business as defined under the Ontario Government's Procurement Restriction Policy.

- We are not a U.S. based business as defined under the Ontario Government's Procurement Restriction Policy.

By signing below, I certify that the information provided in this attestation is true and accurate to the best of my knowledge.

Authorized Signature:

Name: [Insert Name]

Title: [Insert Title]

**Company Name: [Insert
Legal Name of Supplier]**

Date:



**APPENDIX D - VOLUNTARY DECLARATION
OF DIVERSE SUPPLIER STATUS**

The Halton District School Board (HDSB) is committed to promoting equity, diversity, and inclusion in its procurement practices. In alignment with these values, HDSB encourages participation from diverse vendors, including businesses that are at least 51% owned, managed, and controlled by individuals from equity-deserving groups.

This declaration is **voluntary** and **will not be used as part of the evaluation or award process unless otherwise stated**. It is for data collection and internal reporting purposes only.

Please indicate if your business qualifies under one or more of the following categories (select all that apply):

- Indigenous-owned business
- Women-owned business
- Black-owned business
- Racialized (visible minority)-owned business
- 2SLGBTQIA+-owned business
- Persons with disabilities-owned business
- Canadian Veteran-owned business
- Social enterprise
- Other (please specify): _____
- Prefer not to disclose

By selecting any of the above, I affirm that at least 51% of the ownership and control of the business resides with individuals who self-identify with the selected category(ies).

Authorized Signature:

Name:

Title:

Company Name:

Date:



Appendix E – Notice of Intent Not to Submit a Bid

(Optional – For Vendors Who Do Not Intend to Respond)

If you do not intend to submit a bid in response to this RFX, the Halton District School Board (HDSB) would appreciate your assistance in completing this form and returning it to the email or online portal specified in the RFX. Your feedback helps us improve future procurement processes.

Company Name: _____

Contact Person: _____

Email Address: _____

Telephone Number: _____

Please check the applicable reason(s) for not submitting a response:

- The goods/services required are not within our area of expertise
- We are unable to meet the requirements/specifications
- Insufficient time to prepare a submission
- Cannot meet delivery or performance schedule
- Terms and conditions are too restrictive (please elaborate below)
- We do not wish to compete for this contract
- Already engaged in other work that conflicts with this opportunity
- Other (please specify): _____

Additional comments or suggestions for improving future opportunities (optional):

The HDSB thanks you for your time and interest.

Appendix F – Mandatory Incorporated Provisions

Some Mandatory Incorporated Provisions included in this RFX may not be relevant to every proposal and shall apply to the extent applicable.

Limitation of recourse; waiver as to the Crown (FAA s. 28)

Without limiting the *Financial Administration Act* (Ontario), including section 28, the Supplier acknowledges and agrees that its remedies, recourse and rights in respect of any Definitive Agreement are limited to HDSB and to HDSB's right, title and interest in its assets.

The Supplier further agrees that the following wording is a Mandatory Incorporated Provision and applies to every Definitive Agreement: "Supplier unconditionally and irrevocably waives and releases all other claims, remedies, recourse or rights against the Crown in right of Ontario in respect of the Agreement, and agrees that it shall have no remedies, recourse or rights in respect of the Agreement against the Crown in right of Ontario, any Ontario Ministry, Minister, agent, agency, servant, employee or representative of the Crown or any director, officer, servant, agent, employee or representative of a Crown agency or a corporation in which the Crown holds a majority of the shares or appoints a majority of the directors or members, other than against the Halton District School Board and its assets."

Freedom of Information and Privacy

Supplier shall comply with the Municipal Freedom of Information and Protection of Privacy Act ("MFIPPA") and treatment of confidential and personal information as set out in the RFX and HDSB Standard Terms and Conditions, including audit/disclosure obligations and records retention (minimum seven (7) years).

Accessibility

Supplier shall comply with the Ontario Human Rights Code, the Ontarians with Disabilities Act, 2005, and all regulations under each of the foregoing, including with respect to accessibility for Ontarians with disabilities.

WSIB/Health and Safety

Proof of WSIB coverage and compliance with the OHSA and applicable HDSB health and safety/asbestos requirements.

No Publicity

No publicity or promotion regarding HDSB or the Definitive Agreement without HDSB's prior written consent.

Audit Rights

HDSB reserves the right at any time during normal business hours, and as often as HDSB may deem necessary, to examine the successful Supplier's records with respect to the services delivered in connection with any Definitive Agreement. audit and records inspection rights as stated in the HDSB Standard Terms and Conditions.

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

Contract Extension

Following the initial term of any Definitive Agreement, as applicable, the HDSB may, at its sole discretion, elect to extend any such Definitive Agreement for one or more additional term(s). Any such extension(s) shall be contingent upon satisfactory performance by the Supplier, as determined solely by the HDSB. The HDSB also reserves the right to negotiate the terms and conditions applicable to any extension, including, but not limited to, pricing and service levels.

Supplier's Conduct

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

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

The Supplier shall comply with all applicable HDSB policies and procedures, including but not limited to maintaining a smoke-free environment, and actively preventing,

refraining from, and promptly reporting any instances of sexual, racial, and ethno-cultural harassment or discrimination.

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

Supplier acknowledges that no person who is impaired by alcohol or drugs will enter and/or remain on HDSB property.

The Supplier agrees that its employees and subcontractors will observe and comply with all standards, procedures, policies, rules and regulations of the HDSB, including but not limited to:

- a) privacy;
- b) use of facilities;
- c) use of equipment;
- d) building security; and,
- e) computer technology.

Smoking/Vaping on HDSB Property

The Supplier shall not, and shall not permit its employees, agents, contractors, and representatives to, smoke any substance, by any means within any HDSB buildings or on any HDSB property, including inside vehicles located on HDSB premises. This prohibition includes, but is not limited to, tobacco, cannabis in any form, and the use of vaping devices.

Vehicle operation on HDSB Property

The Supplier shall exercise due care and caution when operating motorized vehicles on school property, particularly during times when students are entering or exiting the school building, or are present outside on school grounds or adjacent areas, including recess, lunch periods, and before or after the school day.

Additionally, while on HDSB property, Supplier and its employees, agents, contractors, and representatives shall turn off their vehicles and remove the keys during any stop and must never leave a vehicle idling while unattended, nor parked in designated accessible parking spaces. The HDSB assumes no responsibility for any theft of, or theft from, vehicles operated by the Supplier or its employees, agents, contractors, and representatives.

Suppliers will be responsible for any damage to HDSB property including but not limited to asphalt or natural surfaces as a result of using them for access of heavy vehicles. Making good of natural surfaces or asphalt areas that are damaged in the course of the work shall be to the original (new) condition irrespective of their condition prior to commencement of the work, or the condition of the adjacent unaffected areas. Supplier

vehicles are only permitted to access, stand or be parked in areas designated by administrative staff of HDSB.

Assignment

Except as expressly set out in any Definitive Agreement, the Supplier shall not assign, transfer, subcontract, convey, or otherwise dispose of any Definitive Agreement, in whole or in part, nor any right, title, interest, or authority therein, to any other individual, firm, company, or corporation without the prior written consent of the HDSB. Any such action taken without prior written consent shall be deemed null and void.

For the purposes hereof, the transfer or issuance by the Supplier of more than fifty (50%) percent of the voting securities of the Supplier to any third party other than to an affiliate (as such term is defined in the *Business Corporations Act* (Ontario)) or the shareholder or shareholders of the Supplier as of the Closing Date, whether or not such transfer or issuance of voting securities takes place in one or more transactions, shall, for the purposes of this provision, be deemed to be an assignment of the Definitive Agreement requiring the consent of the HDSB, unless such transfer or issuance of shares is made pursuant to an initial public offering of common shares under the *Securities Act* (Ontario).

Change Orders

A Change Order arises when unforeseen conditions are identified that are directly related to the original scope of work as defined in the applicable Definitive Agreement.

For any Change Order not initiated by HDSB senior management, the following conditions must be met prior to issuance:

- a) Written approval from the HDSB must be obtained before any modifications are made to the applicable Definitive Agreement.
- b) No work associated with a proposed Change Order shall commence without prior written approval from HDSB.

All Change Order requests or recommendations must clearly outline the anticipated impact on both project cost and schedule. HDSB reserves the right to engage external consultants or experts to assess the necessity of the Change Order and to validate its financial or scheduling impact.

No alterations to the original scope of work shall proceed without formal written authorization from the HDSB. All changes shall be initiated through HDSB-issued Work Orders or Purchase Orders, which must include the agreed-upon change cost and be signed by both the Supplier and the HDSB's representative as authorization to proceed.

General contractor and all subcontractors are restricted to the following mark-ups on change orders:

- a) General contractor on their own work 5% overhead and 5% profit;
- b) General contractor on subcontractor work 5% overhead;
- c) Subcontractor on their own work 5% overhead and 5% profit; and
- d) Subcontractor on subcontractor work 5% overhead.

The mark-ups noted above cover all administrative costs and site supervision costs unless agreed upon by the HDSB. Mark-ups shall be calculated based on the net costs excluding all applicable taxes. All work intended to be expensed to/from a designated cash allowance are not subject to mark-ups.

Any work performed without a written, HDSB-signed change order will not be compensated, and that unauthorized changes may be grounds for termination.

Intellectual Property

The Supplier shall not use any intellectual property of HDSB including, but not limited to, logos, registered trademarks, or trade names of HDSB, at any time without the prior written approval of HDSB.

Force Majeure and Delay in Performance

Delays or failures in performance by either party under the Definitive Agreement shall not be considered a default or give rise to any claim for damages if caused by events beyond the reasonable control of the affected party. Such events include, but are not limited to government decrees, acts of God, fires, floods, riots, wars, rebellions, sabotage, and atomic or nuclear incidents. However, financial difficulties, strikes, lockouts, or other collective labor actions shall not be regarded as events beyond a party's control.

If either party reasonably determines that performance of the Definitive Agreement has been made impossible due to such an uncontrollable event, that party shall promptly notify the other in writing at which time HDSB may:

- Terminate the Definitive Agreement immediately without any further payments; or,
- Authorize the Supplier to continue performance of the Definitive Agreement with mutually agreed adjustments to accommodate the impact of the event.

Indemnification

The Supplier shall indemnify and hold harmless the HDSB, its trustees, officers, directors, employees, and agents from and against any and all liabilities, losses, damages, costs, and expenses (including legal, expert, and consultant fees), as well as

any claims, demands, actions, causes of action, or proceedings, whether in contract, tort, or otherwise, brought by any person, arising out of or in connection with:

- a. the Supplier's failure to comply with applicable laws, regulations, codes, or recognized industry standards in Ontario;
- b. labour, materials, or equipment provided in the performance of the Definitive Agreement;
- c. infringement or alleged infringement of intellectual property rights, including inventions, copyrights, trademarks, or patents used in performing the Definitive Agreement or resulting from the use or operation of any deliverable upon completion of the work contemplated by the Definitive Agreement.

Insurance

The Supplier shall obtain and maintain, at its own expense, minimum insurance coverages as required by HDSB with insurers licensed to operate in the Province of Ontario.

The Supplier shall provide proof of insurance (Certificate of Insurance) prior to commencing any work or services and subsequently from time to time upon request by HDSB, and at least 30 days prior to each anniversary of the Definitive Agreement.

Certificates must be provided in a form acceptable to HDSB and confirm that all policies include the required clauses and naming of HDSB as an Additional Insured.

Proof of WSIB Coverage

If the Supplier is subject to the *Workplace Safety and Insurance Act* ("WSIA") or the *Workplace Safety and Insurance Amendment Act, 2008* ("WSIAA"), the Supplier shall submit a valid clearance certificate of Workplace Safety and Insurance Board ("WSIB") coverage to the HDSB before commencing the performance of any work or services. In addition, the Supplier shall, from time to time during the term of the Definitive Agreement and at the request of the HDSB, provide additional WSIB clearance certificates.

The Supplier covenants and agrees to pay when due, and to ensure that each of its subcontractors pays when due, all amounts required to be paid by it or its subcontractors, from time to time during the term of the Definitive Agreement, under the WSIA and/or the WSIAA, failing which the HDSB shall have the right, in addition to and not in substitution for any other right it may have pursuant to the Agreement or otherwise at law or in equity, to pay to the WSIB any amount due pursuant to the WSIA or the WSIAA unpaid by the Supplier or its subcontractors and to deduct such amount from any amount due and owing from time to time to the Supplier pursuant to the Definitive Agreement together with all costs incurred by the HDSB in connection therewith.

Travel Expenses

The Supplier must obtain prior written approval from the HDSB for costs incurred as a result of accommodation or travel associated with the Definitive Agreement. These costs must be charged in accordance with the HDSB's travel policy, as may be amended from time to time. Suppliers may obtain applicable rates from the HDSB. All such pre-approved costs, where applicable, must be itemized separately on invoices.

HDSB shall not be responsible for any meal, hospitality, or incidental expenses incurred by the Supplier, whether incurred while travelling or otherwise including but not limited to:

- a. Meals, snacks and beverages;
- b. Gratuities;
- c. Laundry or dry cleaning;
- d. Valet services;
- e. Dependent care;
- f. Home management; and,
- g. Personal telephone calls.

Invoicing/Payment/EFT

Invoices, whether submitted in paper or electronic format as agreed upon by HDSB, must be provided within twenty eight (28) calendar days of the completion of the work to which an invoice relates. Each invoice shall be itemized and include, at a minimum, the following details:

- a. Invoice number;
- b. Invoice Date;
- c. HDSB's name and location, including the name of the requester/HDSB staff and the shipment destination;
- d. HDSB purchase order number (if applicable) and order date;
- e. Supplier's name or business number, address, telephone number and HST registration number;
- f. Description of products or services provided including hourly rates, service/delivery dates, service location, quantities and rates;
- g. Supplier's product number;
- h. Attached copy of the service report/work order completed;
- i. Manufacturer's product number, if applicable;
- j. Terms of payment
- k. HST and total cost;
- l. Total amount payable;
- m. Supplier HST #.

Supplier agrees and accepts HDSB's payment terms of Net 28 days. Payment may be made by HDSB via Electronic Funds Transfer (EFT), cheque or purchasing card at no additional cost to the HDSB.

The Supplier shall provide the HDSB with the necessary banking information to enable EFT, at no additional cost to the HDSB, for any related invoice payments including, but not limited to:

- a. A void cheque or letter from the Supplier's bank;
- b. Financial institution's name;
- c. Financial institution's transit number;
- d. Financial institution's account number; and,
- e. Email address for notification purposes.

The Supplier will complete a "HDSB Vendor Information Form", an "Application of Vendor Direct Deposit", and any other documentation if required by HDSB together with ancillary deliverables contemplated thereby.

HDSB may withhold payment for any disputed amounts or pending completion by Supplier of deliverables.

Environmental, Social, Governance, Ethical and Sustainability Considerations

The Supplier shall possess and provide information, if requested by HDSB, related to its robust Environmental, Social and Governance ("ESG") business framework. The Supplier shall collaborate and support the HDSB to align with their ESG framework as it relates to currently available ESG processes, products/equipment, technologies and/or sustainable initiatives.

To the extent practicable and without compromising quality, Suppliers shall promote:

- a. Environmental design principles as required by the HDSB (e.g., environmental sustainability, data security and privacy, lean construction practices, waste management, decarbonization, indoor air quality, comfort);
- b. Sustainable social design principles as required by HDSB (e.g., social equity and equality, diversity, inclusive, accessibility, economic, and cultural impacts that achieve overarching HDSB goals that helps shape healthy, diverse and inclusive environments); and,
- c. Governance practices to enhance positive impact to the HDSB (e.g., corporate oversight, risk management, staff retention and management, and leadership).

The Supplier shall keep HDSB informed about social procurement processes. Throughout the term of the Definitive Agreement, Supplier shall provide HDSB with information requested by HDSB to allow HDSB to assess Supplier's ESG commitments.

Governing Law/Attornment

Province of Ontario and applicable federal laws of Canada; attornment to Ontario courts.

Termination

HDSB may terminate any Definitive Agreement at anytime for convenience, with reasonable notice and payment to the Supplier for work performed to date.

Asbestos Management Requirements

In accordance with Ontario Regulation 278/05, Section 10(5), HDSB will provide access to site-specific asbestos inventories for all facilities where work is being performed. These inventories are available at each HDSB site.

Supplier shall review the applicable asbestos inventory prior to commencing any work to ensure full understanding of the site conditions in relation to their scope of work. Supplier shall comply with the HDSB's Asbestos Management Administrative Procedure is mandatory at all times. The procedure is available online at:

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

All work must be approved in advance by the relevant HDSB department. Supplier must thoroughly review the HDSB Asbestos Register and inspect site conditions for any suspected Asbestos-Containing Materials ("ACM") that may impact the work. If any unforeseen suspected ACM is encountered, work must cease immediately, and the HDSB or facility Owner must be notified without delay.

Where ACM is confirmed and impedes the completion of work, the Supplier shall coordinate with a HDSB-approved asbestos abatement contractor and arrange any required testing in consultation with HDSB Facility Services. Supplier is fully responsible for ensuring that their subcontractors comply with all related asbestos and health and safety requirements.

Workplace Hazardous Materials Information System

The Supplier shall ensure Workplace Hazardous Materials Information System ("WHMIS") Safety Data Sheets ("SDS") are onsite as required. Additionally, the Supplier will provide the HDSB's personnel WHMIS training, as it relates to the products and equipment, in accordance with the Ontario Occupational Health and Safety Act.

The Supplier shall provide the HDSB with online access to the SDS. If there are any changes or updates to the SDS, the Supplier shall update the documents within twenty-four (24) hours and provide notification to the HDSB that the SDS has been updated.

Electrical Requirements

The Supplier shall ensure electrical products are authorized or approved by the HDSB and in accordance with the Ontario Electrical Safety Code, the Canadian Standards Association Group (“CSA Group”), Underwriters Laboratories of Canada (“ULC”), a certification organization accredited with the Standards Council of Canada Act (Canada), and shall bear the certification organization’s mark identifying the goods certified for use in Canada. Certification shall be to the standard that is appropriate for the intended use of the electrical products at HDSB’s facilities.

Dangerous Goods Safety Requirements

Where applicable, the Supplier shall ensure its Products, documentation, labeling, transportation, storage, handling and usage meet industry standards and are compliant with all applicable regulatory laws and requirements including but not limited to the following:

- a. Dangerous Goods Transportation Act, R.S.O. 1990, c.D.1;
- b. Transportation of Dangerous Goods Act, 1992, S.C. 1992, c.34;
- c. Occupational Health and Safety Act, R.S.O. 1990, c.O.1;
- d. Occupational Health and Safety Act, R.R. O. 1990, Regulation 860 Workplace Hazardous Materials Information System (“WHMIS”);
- e. Hazardous Products Act, R.S.C., 1985, c. H-3; and,
- f. Restricted Components Regulations of the Explosives Act, R.S.C., 1985, c. E-17.

Reseller Authorization

The Supplier represents and warrants that it is an authorized reseller of all Products.

During the Term of the Definitive Agreement, the Supplier shall maintain the manufacturers’ authorized reseller status for all Products and provide proof of its status upon HDSB’s request. The Supplier must advise HDSB of any changes to its reseller status not less than thirty (30) days prior to such change.

HDSB Core List and Product Catalogue

The Supplier shall provide the following to HDSB when requested during the Term of the Definitive Agreement:

- a. Canadian published catalogue (e.g. education catalogue, public sector catalogue, lowest price catalogue) with Product details and images, in printed and/or electronic format;
- b. HDSB specific core Product list.

At the HDSB’s request, the HDSB and the Supplier shall develop a Core List specific to the HDSB needs. Details of the core list, including Product description, catalogue/OEM

number, packaging, Rates, escalations, and Rate refresh frequency/timing shall be mutually agreed upon by the HDSB and the Supplier and outlined in Agreement.

The Supplier shall provide the HDSB with thirty (30) days written notice prior to any rate increase. Rate increases shall be no greater than the twelve (12) month average of the Customer Price Index (CPI) for the applicable year and occur on an annual basis unless otherwise agreed to in writing by the HDSB and the Supplier. The financial incentives the Supplier and HDSB agree to shall be incorporated into the Agreement and reviewed and adjusted (e.g., annually) as required.

Product Samples

During the Term of the Definitive Agreement, the Supplier shall provide HDSB Product samples, as requested, for testing and evaluation to ensure Products meet HDSB requirements and are suitable for its purpose. Product samples may also be required when evaluating new Products, substitutes or alternatives. These Product samples shall be provided to HDSB at no additional cost.

At the end of the evaluation, HDSB is under no obligation to purchase these samples. For Products that are not consumables, HDSB may, however, choose to purchase the samples at discounted rates or return the samples at the Supplier's cost.

Product Labelling and Information

The Supplier shall meet all applicable labeling requirements including but not limited to the following:

- a. WHMIS labeling requirements;
- b. Expiry date information; and,
- c. Batch and/or lot number.

HDSB has the right to reject any shipment where the proper label is not affixed, and the Supplier shall be responsible for the return and shipping of new Products at no additional cost to the HDSB.

Delivery Lead Times and Product Delivery

The Supplier shall deliver Products according to the following delivery lead times unless otherwise agreed between the Supplier and HDSB:

- a. Products will be delivered with two (2) Business Days of receipt of order by the Supplier, for regular Products in stock; and,
- b. Customized Products will be delivered as mutually agreed upon between the Supplier and HDSB.

The Supplier shall coordinate directly with the HDSB regarding the status of orders, and delivery.

All Products shall be Delivered Duty Paid (“DDP”) to inside the door or the dock of the HDSB location as requested by HDSB. Special handling fees, if required, will be charged separately. The Supplier shall deliver orders with correct Products and quantities within the lead time. All Products will be packaged appropriately to ensure safe delivery. All deliveries must include a packing slip specifying the HDSB’s required information (e.g., name of the employee who placed the order, purchase order number, Products and quantities ordered/shipped/back ordered (if any), and catalogue number). Deliveries must be made by the Supplier’s own transportation fleet or a reputable transportation company that allows for tracking of the shipments. Deliveries must take place during HDSB’s regular business hours.

Special Handling

The Supplier shall ensure orders are delivered properly for Products that require special handling including but not limited to the following:

- a. Chemicals;
- b. Explosives;
- c. Live specimens;
- d. Temperature sensitive Products; and,
- e. Time sensitive Products.

The Supplier shall notify the HDSB of any additional costs for special handling at the time of order.

Minimum Order Amounts

The Supplier shall provide delivery, at no additional cost to the HDSB, for any order with a minimum value of one hundred dollars (\$150). Special handling fees, if required, may be charged separately. The Supplier shall notify the HDSB, prior to shipping, of any Products that have a minimum quantity requirement that has not been met (e.g. Product sold in packages of twelve (12) and only two (2) were ordered).

Order Management, Bulk Purchases, and Order Acknowledgement

The Supplier shall provide a variety of ways for HDSB to order Products including, but not limited to the following:

- a. Electronic Data Interchange (“EDI”);
- b. Email;
- c. Supplier’s online ordering process;
- d. Toll free phone; and/or,
- e. Via purchase order through the HDSB’s financial system.

The Supplier shall acknowledge the receipt of an order by the HDSB immediately or within one (1) Business Day if requested. The Supplier will include in this

acknowledgement, any Products ordered that cannot be fulfilled (e.g., back orders). The HDSB, at its sole discretion may:

- a. Cancel some or the entire order;
- b. Ask the Supplier to ship only available Products and cancel any backorders; and/or,
- c. Agree to an alternative delivery schedule based on anticipated Product availability.

The Supplier shall support coordinated bulk purchases initiated by HDSB during the Term of the Agreement. If this occurs, HDSB may negotiate a lower Rate with the Supplier for bulk purchases. Lead time and/or delivery locations, per HDSB, for bulk purchases may differ and/or be for multiple locations. HDSB will ensure reasonable lead times for bulk purchases are requested. Once Products have been received at an HDSB location, the Supplier shall invoice accordingly.

Order Changes, Cancellations, Back Orders and/or Product Substitution

The Supplier shall accept new orders, order changes and/or cancellation as may be required, within timelines mutually agreed upon between the HDSB and the Supplier, at no additional cost to the HDSB.

Supplier shall confirm back orders at the time of the order confirmation with an estimated delivery date. HDSB, at its sole discretion and at no additional cost, will have an option to:

- a. Cancel some or the entire order;
- b. Ask the Supplier to ship only available Products and cancel any backorders; and/or,
- c. Agree to an alternative delivery schedule based on anticipated Product and/or Service availability.

The Supplier will only substitute Products with approval from HDSB and only with Products of equivalent or greater specification at no additional cost to the HDSB.

Damaged or Defective Shipment

The HDSB may not accept the delivery of the Products if they are:

- a. Damaged (or the packaging is damaged);
- b. Not delivered as agreed; or,
- c. Substituted without prior approval of the HDSB.

The Supplier shall accept returns and provide replacement of Products that are found to be defective at the time of unpacking within ninety (90) days from the delivery date. The Supplier shall be responsible for all shipping costs related to the return and replacement (e.g., immediately if required by HDSB) of any damaged or defective Products from the

HDSB's location. HDSB will not be responsible for any additional costs (e.g., restocking fees) due to damaged or defective Products received.

Product Availability and Discontinued Products

The Supplier will provide notice to HDSB within twenty-four (24) hours of the Supplier discovering any potential supply concern. The Supplier will provide HDSB with their resolution to the situation within twenty-four (24) hours of notification.

The Supplier shall not arbitrarily discontinue Products and shall provide the HDSB with sufficient notice (e.g., within sixty (60) days) prior to discontinuation. Further, the Supplier shall ensure that in the event a Product becomes unavailable and a replacement is proposed, the replacement Product shall have equal or greater functional capabilities/specifications than those of the retiring Product at a similar rate.

Recalls and Returns

The Supplier shall ensure that Products meet current safety standards and regulations and shall advise HDSB of any changes with regulatory agencies related to the Products, which may impact the future availability of Products, or service support of the Products. The Supplier shall within twenty-four (24) hours report recalled Products to HDSB advising HDSB of applicable details (e.g., model number, serial number, reason for recall). The Supplier shall comply with the requirements of any applicable law in respect of recalled Products, and repair or replace the Product at no additional cost to HDSB.

The Supplier shall accept all Products returned by the HDSB that were ordered incorrectly and not used within thirty (30) days of the date of Product receipt at the HDSB's location, at no additional cost (e.g., restocking or shipping fee) to the HDSB. The Supplier may charge a restocking fee, mutually agreed upon with the HDSB, for the return of non-stock Products or special orders where the Supplier has incurred additional costs for production or shipping, and the Product cannot be resold by the Supplier.

Process to Add Other Products/Services

During the Term of the Definitive Agreement the Supplier may request adding other Products and or/related services (e.g., newly available Products) to the Definitive Agreement to align with HDSB needs. HDSB will review and assess the request and may accept or reject based on Products in the current Agreement and its needs.

The Supplier shall provide written notice to HDSB of at least sixty (60) days if requesting a Product and/or Service refresh. Additional Product and Services requests from the Supplier must be accompanied by appropriate documentation (e.g., Product description, and rationale for the addition, proposed Rates, etc.).

Rates for newly added Products will be negotiated at the time of the request ensuring rate alignment with similar Products currently available in connection with the Definitive Agreement.

Product Trade-In and Promotional Discounts

The Supplier shall offer HDSB discounts or credits for the use of old Products.

The Supplier shall offer HDSB the same special promotions to kick off new Product lines, sell-off discontinued inventory, and/or end-of-line Products as offered to other customers.

Supplier Training, Knowledge Transfer and Support to HDSB

The Supplier shall provide effective support to HDSB including, but not limited to:

- a. Providing a responsive account executive (with applicable back-up) assigned to the HDSB to support HDSB's needs by providing day-to-day and ongoing administrative support, and operational support;
- b. Managing issue resolution in a timely manner;
- c. Complying with agreed upon escalation processes to resolve outstanding issues;
- d. Responding to HDSB's inquiries (e.g., to day-to-day activities) within one (1) Business Day;
- e. Ensuring minimal disruption to HDSB;
- f. Providing easy access to the Supplier (e.g., online, toll free telephone number, email, voicemail, chat or fax);
- g. Providing training/demonstrations, knowledge transfer, and no-cost educational events (e.g., webinars), if available;
- h. Establishing an ongoing communications program with the HDSB (e.g., new initiatives, innovation, sustainability);
- i. Adhering to the HDSB's confidentiality and privacy policies (e.g., related to student's private information);
- j. Providing written notice to HDSB on any scheduled shutdown that would impact services (e.g., inventory count, relocation of warehouse, website maintenance);
- k. Provide HDSB reporting; and,
- l. Attending meetings with HDSB, as requested.

Additionally, the Supplier shall provide training, knowledge transfer and reference materials where applicable regarding, but not limited to, the following:

- a. Storage and handling of any hazardous Products, or Products that require any special handling or storage;
- b. Use of the Products;
- c. Health and safety issues related to the use of the Products;
- d. Maintenance and care for equipment Products; and,
- e. Workplace Hazardous Materials Information System ("WHMIS") training.

Finally, the Supplier should, at no additional cost, provide HDSB transition support (e.g., setting up a Supplier's account from the HDSB's current agreement/purchasing arrangement) with minimal service disruption.

Warranty Coverage & Warranty Support

All work performed by the Supplier shall be carried out in a professional and competent manner. All materials, goods, and services supplied must conform to the applicable specifications established by the HDSB, its consultant, or the manufacturer. The Supplier warrants that all materials, goods, services, and workmanship shall be free from defects and fully suitable for the intended purpose as defined by the HDSB.

All goods provided must be new, in proper working condition, free from defective materials, manufacturing flaws, and substandard workmanship, and must represent the latest available model complete with all standard manufacturer accessories.

Understanding that Products may have varying warranty terms and conditions, the Supplier shall at a minimum, provide standard Product original equipment manufacturer warranty coverage to the HDSB from the date of Product receipt at the HDSB's location. The Supplier shall register the Product for warranty and manage the OEM's warranty coverage upon delivery. All goods and/or services must be accompanied by written warranties and guarantees acceptable to the HDSB. Furthermore, any shipping costs associated with approved warranty exchanges shall be borne entirely by the Supplier at no additional cost to the HDSB.

The Supplier shall submit any special assembly, installation, care or maintenance instructions that must be followed to make a claim on the warranty directly to the HDSB upon purchase of the Product, unless directed otherwise by the HDSB.

Where a manufacturer's standard warranty applies to the Product, the Supplier shall be responsible for arranging Product exchanges and repairs. For all Products with warranty coverage, the costs of parts, labour, and shipping to and from the HDSB's location associated with repairs and/or replacement shall be at no additional cost to the HDSB.

All warranty related repairs for equipment Products shall be performed by a certified technician. Where possible, the Supplier shall complete repairs at the HDSB's location to minimize equipment downtime.

Warranty support from the Supplier to the HDSB shall include but is not limited to the following:

- a. Customer telephone support during Business Days; and,
- b. Toll-free telephone number.



Appendix G – HDSB List of Pre-Qualified Subcontractors

ELECTRICAL

Vendor Name	Contact Name	Email Address	Telephone Number
B-Safe Electric	Dan More	dan@b-safe.ca brian@b-safe.ca	905-872-7233
Best Electric Co.	Gurmukh Sehmbi	gsehmbi@bestelectric.ca	416-677-3851
Black & McDonald Limited	Brian Mino	swatson@blackandmcdonald.com	905-560-3100
Cahill Electric Inc.	Chris Cahill	estimating@cahillelectric.ca	905-388-0515
CEC Services Ltd.	Kyle Feinstein	estimating@beswickgroup.com	905-716-3711
EEL Line Corporation	Majeed Wraich	majeed@eeline.ca	416-540-8894
Electrobauer Systems Limited	Michael Bauer	michaelbauer@rogers.com	416-389-6804
Elite Electrical Solutions Ltd.	Amar Taneja	estimate@eliteelectrical.ca	905-789-5511
Gremer Electric Ltd.	Gennaro Di Gregorio	gennaro@gremer.ca	905-652-2641
Indcon Inc.	Nitesh Patel	indcon74@gmail.com	416-677-3303
Kraun Electric Inc.	Kevin Krause	estimating@kraun.ca	905-684-6895
LJ Barton Mechanical Inc.	Mike Van den Heuvel	estimating@ljbarton.com	905-304-1976
North Star Electric	Greg Harris	gharris@northstarelectric.ca	905-845-9063
Ozz Electric	Dave Burlo	estimating@ozzelectric.com	416-637-7237
Star Electrical Services	Harvinder Kahlon	info@starelectrical.ca	905-799-3883

Halton District School Board Standard Terms & Conditions

All Suppliers to the Halton District School Board will be bound by the standard terms and conditions set forth herein, except as specifically qualified in Special Terms and Conditions, issued in connection with any RFSQ, RFQ, RFP, RFI, Tender or any other type of request issued by the HDSB soliciting pricing and/or services, whether communicated formally or informally, including via email, phone, or verbal request.

1. Submissions in English

All Submissions are to be in English only. Any Submission received by HDSB that is not entirely in the English language may be disqualified.

2. Rules of Interpretation

Any HDSB RFX (as defined herein) shall be interpreted according to the following provisions, unless the context requires a different meaning:

- a. Unless the context otherwise requires, wherever used herein the plural includes the singular, the singular includes the plural, and each of the masculine and feminine includes the other gender;
- b. Words in the RFX shall bear their natural meaning;
- c. References containing terms such as “includes” and “including”, whether or not used with the words “without limitation” or “but not limited to”, shall not be deemed limited by the specific enumeration of items but shall, in all cases, be deemed to be without limitation and construed and interpreted to mean “includes without limitation” and “including without limitation”;
- d. Unless otherwise indicated, time periods will be strictly applied; and,
- e. The following terminology applies:
 - i. The terms “must” and “shall” relate to a requirement the Supplier will be obligated to fulfil. Whenever the terms “must” or “shall” is used in relation the provisions of Goods and/or Services for HDSB, the term indicates a binding obligation on the party identified (e.g., ‘HDSB shall’ or ‘Supplier shall’);
 - ii. The term “should” relates to a requirement that HDSB would like the Supplier to fulfil; and,
 - iii. The term “will” describes a procedure that is intended to be followed.

3. Definitions

When used in any RFSQ, RFQ, RFP, RFI, Tender, Addenda, and/or any other type of request issued by the HDSB soliciting pricing and/or services whether communicated

formally or informally, including via email, phone, or verbal request, the following words or expressions have the following meanings:

Addenda/Addendum	an addition/change made to a document, subsequent to its printing or publication.
Agreement	means an agreement to be made between the Supplier and the HDSB based on the RFX requirements and/or issuance of a Purchase Order, or other Agreement with negotiated changes, together with any and all schedules and appendices attached thereto and all other documents incorporated by reference therein, as amended from time to time by agreement between the HDSB and the Supplier.
Applicable Law and Applicable Laws	means any common law requirement and all applicable and enforceable statutes, regulations, directives, policies, administrative interpretations, orders, by-laws, rules, guidelines, approvals and other legal requirements of any government and/or regulatory authority in effect from time to time.
Authority	means any government authority, agency, body or department, whether federal, provincial or municipal, having or claiming jurisdiction over the Agreement; and "Authorities" means all such authorities, agencies, bodies and departments.
Authorized Reseller	means a Person, Organization and/or Business that is authorized by the Original Equipment Manufacturer (OEM) to market, advertise, sell and distribute the Products.
Best and Final Offer or "BAFO"	means a process during the negotiation stage in which a Supplier or Suppliers may be invited by HDSB to submit a best and final offer on a process or in the section of the solicitation to improve on their original proposed Submission. BAFO cannot be requested by a Supplier.
Bid/Submission/Proposal	an offer from a Supplier in response to a request from the HDSB which is subject to acceptance or rejection.

Bidder	means a Supplier that submits a bid in response to a solicitation document issued by HDSB.
Bid Submission	means the document as completed by the Supplier for the purpose of offering to sell to the HDSB the services and/or goods specified in the document, and includes but is not limited to Quotations, Tenders and Proposals.
Board/the Board/ HDSB/the HDSB	means the Halton District School Board.
Business Day or Day	means Monday to Friday between the hours of 8:00 a.m. to 4:00 p.m. (local time in Burlington, Ontario) unless otherwise specified or agreed to by the HDSB and the Supplier in writing, except when such a day is a public holiday, as defined in the Employment Standards Act (Ontario).
Closing Date	means the Solicitation’s submission date and time as set out in RFX document and may be amended from time to time in accordance with the terms of the Solicitation.
Contract	means the Agreement, in writing, governing the performance of the Work and/or the purchase and sale of commodities and includes, without limitation, the document including standard terms and conditions, Submission and the written documentation accepting the Submission (including any notice of acceptance or award).
Consortium	means when more than one (1) business entities (i.e., Consortium members) agree to work together and submit one (1) Submission to satisfy the requirements of the RFX. One (1) of the Consortium members shall identify itself as the Supplier and assume full responsibility and liability for the work and actions of all Consortium members.
Deliverable	means all Products and/or related services to be provided or performed by the Supplier, under the awarded Agreement, and includes everything that is

	necessary to be supplied, provided or delivered by the Supplier within scope of the resulting Agreement.
Document	means the document describing the Goods and/or Services to be purchased and the terms upon which the Goods and/or Services are to be purchased and includes, without limitation, those documents referenced on the index of the document and such Addenda as may be issued by the HDSB.
Eligible Submission	means a Submission that meets or exceeds the prescribed requirement and is determined by HDSB to be eligible in its sole discretion.
Goods or Services	Means any product and/or any and all labour, vehicles or equipment used by a Supplier in fulfilling an Agreement.
HDSB Core List	refers to a predefined list of products that are regularly purchased by the HDSB and are considered essential to its ongoing operations. This list typically includes standard or high-volume items for which pricing, availability, and service expectations are established through the procurement process.
HST	means Harmonized Sales Tax.
Intellectual Property	means any trademark, copyright, moral right, patent, industrial design, trade name, domain name, trade secret, know how, integrated circuit topography or other intellectual property, industrial property or proprietary right owned by, licensed to, or used by any third person.
Requirement(s) or Mandatory Requirement(s)	refer to the mandatory or desirable conditions, specifications, qualifications, or outcomes that a Supplier is expected to satisfy or address in order to be considered for the procurement opportunity. These may include, but are not limited to, technical specifications, service levels, experience and qualifications, deliverables, and compliance obligations as set out by the Procuring Entity.

	Mandatory Requirements are identified through the use of terms such as “mandatory,” “must,” “shall,” “required,” and/or “will.” These represent non-negotiable conditions that a Supplier must fully meet in order to proceed to the next stage of the evaluation process.
Personal Information	has the same definition as in subsection 2(1) of FIPPA and in subsection 2(1) of MFIPPA, that is, recorded information about an identifiable individual or that may identify an individual and includes all such information obtained by the Supplier from the HDSB or created by the Supplier pursuant to the RFX.
Preferred Supplier or Preferred Suppliers	means a Supplier or Suppliers that are invited into negotiations in accordance with the evaluation process set out in this RFX.
Proponent	means an entity that submits a Proposal in response to this RFX and, as the context suggests, refers to a potential Proponent or Supplier for the HDSB.
Proposal	means all documentation and information submitted by a Supplier in response to the RFX.
Purchase Card or P-Card	means the corporate charge cards used by the HDSB, as may be changed from time to time.
Qualification Response	means the information the Supplier is required to submit within its response to an RFX issued by the HDSB as part of its Submission.
Rates	means the maximum prices, in Canadian funds, for the Products/Services as set out in the Supplier’s submitted response to an RFX.
Request for Information (RFI)	means a non-binding Request for Information (RFI) issued by the HDSB, together with all associated appendices and addenda.
Request for Proposal (RFP)	means a Request for Proposal (RFP) issued by the HDSB for goods or services of any value, including all related appendices and addenda.

Request for Quotation (RFQ)	means a Request for Quotation for goods or services issued by the HDSB with a value of \$100,000 or less, including all appendices and addenda.
Request for Supplier Qualification or Request for Qualification (RFSQ)	means a Request for Supplier Qualification (RFSQ) issued by the HDSB, including all associated appendices and addenda, which results in the establishment of a list of pre-qualified Suppliers eligible to provide goods and/or services to the HDSB.
Request for Tender (RFT)	means a Request for Tender for goods or services issued by the HDSB with a value that is greater than \$100,000, including all appendices and addenda.
Response	means the complete set of documents and information submitted by a Supplier in reply to a procurement solicitation issued by the HDSB (such as an RFP, RFQ, RFT, or RFI), in accordance with the instructions, requirements, and deadlines specified in the RFX documents.
RFX Document/RFX	refers to any Request for Quotation (RFQ), Request for Tender (RFT), Request for Proposal (RFP), Request for Information (RFI), Request for Supplier Qualification (RFSQ), or any other type of request issued by the HDSB soliciting pricing and/or services, whether communicated formally or informally, including via email, phone, or verbal request.
Specifications	means the stated requirements for the Goods and/or Services set out in the RFX or any other type of request issued by the HDSB.
Subcontractor	includes the Supplier's subcontractors or third-party providers or their respective directors, officers, agents, employees or independent contractors, who shall fall within the meaning of Supplier for the purposes of the Agreement as mutually agreed upon by the HDSB.
Supplier	means a person or group of persons that provides or could provide goods or services to the HDSB as part of an Agreement with the HDSB.

Term	the period of time for which the Agreement resulting from the RFX process will be in effect including an initial term and possible extension options.
Unfair Advantage	means any conduct, direct or indirect, by a Supplier that may result in gaining an unfair advantage over other Suppliers, including, but not limited to: <ul style="list-style-type: none"> a. possessing, or having access to, information in the preparation of its Submission that is confidential to the HDSB and which is not available to other Suppliers; b. communicating with any person with a view to influencing, or being conferred preferred treatment in, the RFX process; or, c. engaging in conduct that compromises or could be seen to compromise the integrity of the RFX process and result in any unfairness.
Vendor	means an individual, company, or organization that sells or offers to sell goods or services to the HDSB. A vendor may be a current Supplier, a Bidder, or a potential Supplier.
Work	means the Work to be undertaken by the Supplier pursuant to the provisions of the Agreement.

4. Supplier’s Costs

The Supplier will bear all costs and expenses incurred relating to any aspect of its participation in an RFX process, including all costs and expenses relating to the Supplier’s participation in:

- a. The preparation and submission of its Response;
- b. The Supplier’s attendance at any meeting related to the RFX process, including any presentation or interview in relation to the RFX process;
- c. The conduct of any due diligence on the Supplier’s part, including any information gathering activity;
- d. The preparation of the Supplier’s own questions prior to the deadline for questions; and,
- e. Any discussion and/or finalization, if any, in respect of the Agreement.

5. Procurement Process Non-Binding

All RFX processes are non-binding, and are not intended to create, and shall not create, a formal legally binding procurement process, and shall not give rise to the legal rights or duties applied to a formal legally binding procurement process. This procurement process shall instead be governed by the law applicable to direct commercial negotiations. For greater certainty and without limitation:

- a. An RFX shall not give rise to any contract A-based tendering law duties or any other legal obligations arising out of any process contract or collateral contract; and,
- b. Neither the Supplier nor HDSB shall have the right to make any breach of contract, tort or other claims against the other with respect to the award of an Agreement, failure to award an Agreement or failure to honour a response to an RFX.

6. Non-Binding Rates

While Rates will be non-binding prior to the execution of a written Agreement, such information will be assessed during the evaluation and ranking of Submissions. Any inaccurate, misleading, or incomplete information, including withdrawn or altered Rates, could adversely impact any such evaluation, ranking, or Agreement award.

7. The Ontario Broader Public Sector Procurement Directive (BPS)

The HDSB follows the Ontario Broader Public Sector Procurement Directive.

The Procurement Directive is available here: [Broader Public Sector Procurement Directive](#).

8. Trade Agreements

HDSB procurements are undertaken within the scope of Chapter 5 of the Canadian Free Trade Agreement ("CFTA"), Chapter 19 of the Comprehensive Economic and Trade Agreement ("CETA"), and within the scope of the Trade and Cooperation Agreement between Quebec and Ontario and are subject to such agreements, although the rights and obligations of the parties shall be governed by the specific terms of the applicable RFX.

9. Competition Act

Under Canadian law, a Submission must be prepared without conspiracy, collusion, or fraud. For more information, refer to the Competition Bureau website at <http://www.competitionbureau.gc.ca/eic/site/cb-bc.nsf/eng/home>.

10. Financial Administration Act Section 28

The HDSB follows the Financial Administration Act (“FAA”). In accordance with the requirements of the Financial Administration Act (“FAA”), notwithstanding anything else in the Agreement, or in any other agreement between the HDSB and the Supplier executed to carry out the Products and/or Services provided for herein, the remedies, recourse or rights of the Supplier shall be limited to the HDSB and to the right, title and interest owned by the HDSB in and to all of its real or personal property, whether now existing or hereinafter arising or acquired from time to time.

For additional information, the Financial Administration Act is available here: [Financial Administration Act](#).

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

The Municipal Freedom of Information and Protection of Privacy Act, R.S.O. 1990, c. M. 56 applies to information provided by the Supplier. A Supplier should identify any information in its Submission, or any accompanying documentation supplied in confidence for which confidentiality is to be maintained by the HDSB. The confidentiality of such information will be maintained by the HDSB, except as otherwise required by law or by order of a court, tribunal, or the Ontario Privacy Commissioner.

By submitting a Submission, including any Personal Information requested in an RFX, the Supplier agrees to the use of such information for the evaluation process, for any audit of this procurement process, and for contract management purposes.

Additionally:

- a. The Supplier acknowledges and agrees that the HDSB is subject to MFIPPA. The Supplier further expressly acknowledges and agrees that, upon the acceptance of a successful Submission and conclusion of this process (including execution and delivery of a Contract or Agreement between the HDSB and the successful Supplier), subject to subsection (b) below, the Submission shall not be considered confidential for the purposes of Section 10 of MFIPPA and, in the event of an access request or at the discretion of the HDSB, shall be subject to release in its entirety without redaction.
- b. Notwithstanding paragraph (a) above, the Supplier and the HDSB acknowledge and agree that the information listed below is considered to be supplied by the Supplier to the HDSB in confidence:
 - i. For Services: Hourly rates/fees and information from which such rates/fees could be reasonably deduced.
 - ii. For Goods: Unit costs and information from which such unit costs could be reasonably deduced.

- c. Notwithstanding the foregoing, the Supplier acknowledges and agrees that, because the HDSB is subject to MFIPPA, all or part of any Submission, including information supplied in confidence, may be subject to release in response to an access request submitted pursuant to MFIPPA. In the event that the HDSB receives a request for access to all or part of a Submission supplied in confidence, the HDSB shall deliver the relevant notice to the Supplier, who shall bear all costs, legal or otherwise, with respect to any objection the Supplier may have in respect of the release of any or all parts of the Submission pursuant to MFIPPA.

12. Accessibility for Ontarians with Disabilities (AODA)

The HDSB is committed to accessibility and preventing and removing barriers for persons with disabilities. Where practicable, the HDSB will incorporate accessibility features and criteria when procuring or acquiring goods, services and facilities, in which case, a Supplier must be capable of recommending and delivering same in an inclusive and accessible manner, consistent with the Ontario Human Rights Code (“OHRC”), the Ontarians with Disabilities Act, 2005 (“AODA”) and its Regulations, in order to achieve accessibility for Ontarians with disabilities. If the HDSB determines that it is impractical to do so, an explanation will be provided upon request.

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

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

13. Agree to Abide by the Established Process

It is vital to the HDSB that the process leading to the recommendation of a Supplier, the execution of, and the conclusion of an Agreement for the provision of services be, and be seen to be, open and fair and that each of the potential Suppliers is treated equally.

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

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

Unless otherwise specified in the applicable RFX documents or the final agreement entered into between the HDSB and the successful Supplier(s), Responses shall be for a stipulated sum without escalator clauses or other qualifications (when applicable). Suppliers submitting a bid with escalator clauses or other qualifications that are not in accordance with the terms and conditions of the applicable RFX may have their bid rejected.

14. Reserved Rights of the HDSB

In addition to any other express rights or any other rights, which may be, implied in the circumstances, HDSB reserves the right to:

- a. make public the names of any or all Suppliers;
- b. request written clarification or the submission of supplementary written information from any Supplier and HDSB may incorporate such clarification or supplementary written information, if accepted, into the Submission, at HDSB's discretion, provided that any clarification or submission of supplementary written information shall not be an opportunity for the Supplier to correct errors in its Submission or to change or enhance the Submission in any material manner;
- c. waive formalities and accept Submissions that substantially comply with the requirements of this RFX;
- d. verify with any Supplier or with a third party any information set out in a Submission;
- e. check references other than those provided by the Supplier;
- f. assess a Supplier's Submission on the basis of a financial analysis determining the actual cost of the Submission when considering factors including quality, service, price and transition costs arising from the replacement of existing goods, services, practices, methodologies and infrastructure (howsoever originally established);
- g. assess information provided by references;
- h. assess the information provided by a Supplier pursuant to the HDSB exercising its clarification rights under this RFX process;
- i. disqualify a Supplier that has experienced bankruptcy or insolvency;
- j. disqualify a Supplier that makes and/or has made false declarations;
- k. disqualify a Supplier who has experienced significant or persistent deficiencies in performance of any substantive requirement or obligation under a prior agreement or agreements;
- l. disqualify a Supplier who has received final judgments in respect of serious crimes or other serious offence;
- m. disqualify a Supplier or rescind an Agreement subsequently entered if a Supplier has participated in, or appears to have participated in professional misconduct or acts or omissions that adversely reflect on the commercial integrity of the Supplier;

- n. disqualify a Supplier or rescind an Agreement subsequently entered if the Supplier's Submission contains misrepresentations or any other inaccurate, misleading or incomplete information;
- o. disqualify any Supplier whose Submission is determined by HDSB to be non-compliant with the requirements of this RFX;
- p. disqualify a Submission based upon the past performance or on inappropriate conduct in a prior procurement process, or where the Supplier has or the principals of a Supplier have previously breached an agreement with HDSB, or has otherwise failed to perform such agreement to the reasonable satisfaction of HDSB;
- q. disqualify any Supplier, who, in relation to this RFX or the evaluation and selection process, has engaged directly or indirectly in any form of political or other lobbying whatsoever to influence the selection of the Supplier;
- r. disqualify any Supplier or the Submission of any Supplier who has engaged in conduct prohibited by this RFX;
- s. disqualify a Supplier for any conduct, situation or circumstance that constitutes a Conflict of Interest, as solely determined by the HDSB and at any time;
- t. make changes, including substantial changes, to this RFX, provided that those changes are issued by way of addenda in the manner set out in this RFX;
- u. select any Supplier other than the Supplier whose bid reflects the lowest cost to the HDSB;
- v. review all Suppliers utilizing the HDSB Vendor Performance Management Administrative Procedure, which can include suspension of Suppliers who fail to meet the HDSB's expectations or who are involved in litigation or threatened litigation against HDSB. The HDSB Vendor Performance Management Administrative Procedure is found at the attached link:

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

- w. Award to one or more Supplier according to HDSB requirements;
- x. Cancel this RFX process at any stage without liability and issue a new RFX for the same or similar requirements, including where:
 - a. HDSB determines it would be in the best interest of HDSB not to award an Agreement;
 - b. the Submission prices exceed the bid prices received by HDSB for Products or Services acquired of a similar nature and previously done work;
 - c. the Submission prices exceed the costs HDSB would incur by doing the work, or most of the work, with its own resources;
 - d. the Submission prices exceed the funds available for the Products or Services, or,
 - e. the funding for the acquisition of the proposed Products or Services has been revoked, modified, or has not been approved.

and where HDSB cancels this RFX, HDSB may do so without providing reasons, and HDSB may thereafter issue a new RFX, sole source, or do nothing;

- x. accept any Submission in whole or in part;
- y. reject any or all Submissions in HDSB's absolute discretion, including where a Supplier has launched legal proceedings against HDSB or is otherwise engaged in a dispute with HDSB;
- z. accept or reject a Submission if only one (1) Submission is submitted;
- aa. reject a Subcontractor proposed by a Supplier;
- bb. discuss with any Supplier different or additional terms to those contained in this RFX or in any Submission;
- cc. disqualify a Supplier who has been charged or convicted of an offence in respect of an agreement with HDSB, or who has, in the opinion of HDSB, engaged in any illegal business practices, including activities such as bid-rigging, price-fixing, bribery, fraud, coercion or collusion, unethical conduct, including lobbying as described above or other forms of deceitfulness, or other inappropriate communications offering gifts to any employees, officers, agents, elected or appointed officials or other representatives of HDSB, or where the Supplier reveals a Conflict of Interest or Unfair Advantage in its Submission or a Conflict of Interest or evidence of any Unfair Advantage is brought to the attention of HDSB;
- dd. disqualify any Submission of any Supplier who has breached any Applicable Laws or who has engaged in conduct prohibited by this RFX, including where there is any evidence that the Supplier or any of its employees or agents colluded with any other Supplier, its employees or agents in the preparation of the Submission;
- ee. if HDSB receives a Submission from a Supplier with Rates that are abnormally lower than the Rates in other Submissions, HDSB may verify with the Supplier that the Submission satisfies the conditions for participation and is capable of fulfilling the Agreement;
- ff. to limit the number of pre-qualified Suppliers eligible to submit Submissions for any future projects. HDSB shall not be obligated to provide all pre-qualified Suppliers with the same opportunity to bid on all future projects within each stated category; and
- gg. consider other relevant information that arises during this RFX process.

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

By participating in this RFX, Suppliers acknowledge that there is no guarantee that a Supplier will receive any assignments, work or projects and that there is no expectation

that any specified number of projects will be made available during a pre-qualification or agreement term.

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

15. Litigation with the HDSB

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

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

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

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

16. No Liability

The Supplier agrees that:

- a. any action or proceeding relating to this RFX process shall be brought in any court of competent jurisdiction in the Province of Ontario and for that purpose the Supplier irrevocably and unconditionally attorns and submits to the jurisdiction of that Ontario court;
- b. it irrevocably waives any right to and shall not oppose any Ontario action or proceeding relating to this RFX process on any jurisdictional basis; and,
- c. it shall not oppose the enforcement against it, in any other jurisdiction, of any judgement or order duly obtained from an Ontario court as contemplated by this RFX.

The Supplier further agrees that if the HDSB commits a material breach of HDSB's obligations pursuant to this RFX, HDSB's liability to the Supplier, and the aggregate amount of damages recoverable against HDSB for any matter relating to or arising from that material breach, whether based upon an action or claim in contract, warranty, equity, negligence, intended conduct, or otherwise, including any action or claim arising from the acts or omissions, negligent or otherwise, of HDSB, shall be no greater than the Submission preparation costs that the Supplier seeking damages from HDSB can demonstrate.

In no event shall HDSB be liable to the Supplier for any breach of HDSB's obligations pursuant to this RFX, which does not constitute a material breach thereof. The Supplier acknowledges and agrees that the provisions of the Broader Public Sector Accountability Act, 2010 shall apply notwithstanding anything contained herein.

17. Irrevocability

Unless otherwise indicated, the Submission will be open for acceptance by the HDSB and irrevocable by the Supplier for a period of one hundred and twenty (120) calendar days from the Closing Date.

18. Ability to Negotiate/Contract Negotiations

The HDSB reserves the right to accept or reject any Submission, in whole or in part, and to waive any informalities, irregularities, or omissions, if, in its sole discretion, it is deemed to be in the best interest of the HDSB to do so.

The HDSB further reserves the right to enter into negotiations with any Supplier, at its sole discretion, including the right to negotiate concurrently with more than one Supplier. No liability shall accrue to the HDSB by reason of such negotiations or any resulting decision.

The selected Supplier(s) shall execute an Agreement or Purchase Order, including any negotiated amendments, and fulfill any other applicable conditions of this RFX within a timeframe mutually agreed upon by the parties. This provision is for the sole benefit of the HDSB and may be waived in whole or in part at the HDSB's sole discretion.

If the Supplier or Suppliers and HDSB cannot execute an Agreement within the mutually agreed upon timeframe, HDSB will be at liberty to:

1. extend the timeline;
2. request the Supplier or Suppliers to submit its Best and Final Offer;
3. terminate discussions/negotiations with the Supplier or Suppliers;
4. exclude the Supplier or Suppliers from further consideration and begin discussions with the next highest scoring Supplier or Suppliers without becoming obligated to offer to negotiate with all potential Suppliers;
5. publish one (1) or some of the Suppliers, who have executed Agreements; or,
6. exercise any other applicable right set out in this RFX including, but not limited to, cancelling the RFX and issuing a new RFX for the same or similar Products or Services.

The HDSB may, prior to and after Award, negotiate changes to the specifications, the type of materials or any conditions with the successful Supplier or with one or more of the Suppliers without having any duty or obligation to advise any other Supplier or to allow them to vary their bid prices as a result of such changes, and the HDSB shall have no liability to any other Supplier as a result of such negotiations or modifications. HDSB may also cancel this RFX in the event the Supplier fails to obtain any of the permits, licences, and approvals required pursuant to this RFX.

19. Right to Amend or Withdraw Submission

A Supplier may withdraw or edit its Submission by submitting a request to the Purchasing Representative via email or through the Online Bidding System prior to the closing date and closing time. If the Supplier wishes to re-submit a Bid, the Supplier is solely responsible to:

- a. make any required adjustments to their Submission;
- b. acknowledge the addendum/addenda; and
- c. ensure the re-submitted Bid is received by the HDSB's Purchasing Representative or the Online Bidding System no later than the closing date and closing time.

Suppliers must submit a written request to withdraw a Submission after the Closing Date via email to the HDSB Purchasing Representative. Any Supplier who withdraws a Submission may have a negative Performance Evaluation placed on record with the

HDSB in accordance with the Vendor Performance Management Administrative Procedure.

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

20. Acceptance of RFX

By submitting a response, the Supplier acknowledges and agrees to the terms and conditions outlined in the RFX, as well as all statements, terms, and conditions included in its own submission.

Each RFX and all Appendices thereto form an integral part of each such RFX. All provisions set forth in the RFX are considered accepted by each Supplier and are deemed to form part of every submission.

21. Submissions Will Not Be Opened Publicly

Suppliers are advised that there will not be a public opening of any HDSB RFX. HDSB will open Submissions at a time subsequent to the Closing Date.

22. Supplier's Submission

By submitting a Submission, the Supplier confirms that all components required to use and/or manage the Products/Services have been identified in its Submission and/or will be provided to HDSB at no additional cost. Any requirement that may be identified by the Supplier after the Closing Date or subsequent to signing an Agreement or the issuance of a Purchase Order shall be provided to the HDSB at the Supplier's expense.

All correspondence, documentation, and information provided in response to or because of this RFX may be reproduced for the purposes of evaluating the Submission. If a portion of a Submission is to be held confidential, such provisions must be clearly identified in the Submission. HDSB may in its sole and absolute discretion, reject Submissions that are not substantially compliant with the RFX.

23. Clarification of Submissions

HDSB shall have the right at any time after the Closing Date to seek clarification from any Supplier in respect of the Submission, without contacting any other Supplier.

HDSB will exercise this right in a similar manner for all Suppliers.

Any clarification sought shall not be an opportunity for the Supplier to either correct errors or to change its Submission in any substantive manner. Subject to the qualification in this provision, any written information received by HDSB from a Supplier

in response to a request for clarification from HDSB may be considered, if accepted, to form an integral part of the Submission.

HDSB shall not be obliged to seek clarification of any aspect of any Submission.

24. Verification of Information

HDSB shall have the right, in its sole discretion, to:

- a. Verify any Supplier's statement or claim made in its Submission or made subsequently in a clarification, or discussion by whatever means HDSB may deem appropriate, including contacting persons in addition to those offered as references, and to reject any Supplier statement or claim, if such statement or claim or its Submission is patently unwarranted or is questionable, which may result in changes to the scores for the Supplier's Technical Response; and,
- b. Access the Supplier's premises where any part of the work is to be carried out to confirm Submission information, quality of processes, and to obtain assurances of viability, provided that, prior to providing such access, the Supplier and HDSB shall have agreed on access terms including pre-notification, extent of access, security and confidentiality. HDSB and the Supplier shall each bear its own costs in connection with access to each other's premises. The Supplier shall cooperate in the verification of information and is deemed to consent to HDSB verifying such information, including references.

25. Irregularities and Errors in Submitted Pricing

In the event of an inconsistency or mathematical error between the unit price and an extended price based on estimated quantity, the unit price prevails and the extended price shall be corrected accordingly.

Additionally, the HDSB reserves the right to seek clarification from any Supplier in the event that the pricing submitted appears to be abnormally low in relation to the Deliverables or the marketplace. The Supplier shall provide, upon request, written clarification or additional information to demonstrate that the pricing is sustainable and reflective of a full understanding of the requirements.

If the Supplier fails to provide satisfactory clarification within the time specified by the HDSB, or if, in the sole opinion of the HDSB, the pricing is determined to be unrealistic, unsustainable, or indicative of an error or misunderstanding, the HDSB may reject the Submission and disqualify the Supplier from further consideration.

This right is in addition to and does not limit any other rights of the HDSB under the RFX or applicable procurement policies.

26. Breaking a Tie

In the event of a tie in the final scores, the contract may be awarded to the Supplier that provides the best overall value, as determined by the HDSB in its sole discretion.

27. Award

Building Ontario Business Initiative Act (BOBI):

A link to the Building Ontario Business Initiative Act (BOBI) can be found here: [Building Ontario Business Initiative](#).

The Government of Ontario is committed to supporting Ontario businesses and intends to create a level playing field that reduces barriers and provides them with greater access to procurement opportunities with public sector entities, contributing to their growth to build their competitiveness for the global market. Under the Building Ontario Businesses Initiative Act, 2022, public sector entities (School Boards) are required to give preference to Ontario businesses, in accordance with the regulations of the Act, when conducting procurement processes for prescribed goods and services at the value of which are under the prescribed threshold amounts.

Procurement Restriction Policy

A link to the Procurement Restriction Policy can be found here: [Procurement Restriction Policy](#).

The Supplier must not be a U.S. business, where 'U.S. business' means a supplier, manufacturer, or distributor of any business structure (including a sole proprietorship, partnership, corporation, or other business structure) that:

- a. has its headquarters or main office located in the U.S., and
- b. has fewer than 250 full time employees in Canada.

If a Supplier is a subsidiary of another corporation, part a of the definition above is met if that Supplier is controlled by a corporation that has its headquarters or main office located in the U.S. A Supplier's eligibility must be demonstrated before a Submission may be accepted via the completion of an attestation provided by HDSB within the RFX document.

Any final award will be based on (but not limited to) the initiatives listed above and /or the best value for money and quality service delivery from a Supplier who complies with the provisions of this Submission solicitation, including specifications, contractual terms and conditions, who can reasonably be expected to provide satisfactory performance on the proposed Agreement based on reputation, references, performance on previous

agreements and/or contracts, and sufficiency of financial and other resources, and provides a solution that is a fit with the HDSB's requirements. The lowest price or bid shall not be the sole, determinative factor.

28. Priority of Documents

In the event of any inconsistencies between the terms, conditions, and provisions of the main part of the RFX and the Appendices, the RFX shall prevail over the Appendices during the RFX process.

29. Agreement

If an Agreement is subsequently negotiated and awarded to a Supplier or Suppliers as a result of this RFX process, the Agreement may commence upon:

- a. signature by the duly authorized representatives of the HDSB and the Supplier(s);
- b. issuance of a Purchase Order by the HDSB to the Supplier(s); or,
- c. signature of a Letter of Intent or Award Letter by the duly authorized representatives of HDSB and the Supplier(s) and receipt of any requested documentation (i.e. Bonds, Insurance, WSIB, etc.).

30. Failure to Execute an Agreement

Upon successful completion of the negotiation process, and in accordance with the evaluation methodology set out in this RFX, the selected Supplier(s) will be provided a mutually agreed-upon timeframe to execute a formal Agreement, unless otherwise directed by the HDSB.

If the Supplier(s) fail to execute the Agreement within the specified timeframe, the HDSB reserves the right to withdraw its invitation to finalize the Agreement. For clarity, and in accordance with the rules of the procurement process, no legally binding relationship shall exist between the HDSB and any Supplier unless and until a written Agreement is fully executed or a Purchase Order is formally issued by the HDSB.

31. Submission Acceptance

Neither the lowest-priced Submission nor any Submission is required to be accepted. While price is an evaluation criterion, other evaluation criteria as set out in the RFX will form a part of the evaluation process.

32. Notification to Other Suppliers

Once an Agreement, Purchase Order, Letter of Intent or Award Letter is executed, other Suppliers will be notified directly in writing via the Online Bidding System or via email of the outcome of the procurement process and the award of the contract.

33. Debrief Summary

Any Supplier may request a debrief within thirty (30) days of the notification of award. The intent of the debrief summary is to aid the Supplier in presenting a better submission in subsequent procurement opportunities. Any debrief summary provided is not for the purpose of providing an opportunity to challenge the procurement process.

34. Dispute Resolution

In the event that a Supplier wishes to review the decision of the HDSB in respect of any material aspect of the RFX process, and subject to having attended a debriefing, the Supplier shall submit a protest in writing to the HDSB Purchasing Contact ten (10) calendar days from such a debriefing.

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

A protest in writing shall include the following:

- a. A specific identification of the provision and/or procurement procedure that is alleged to have been breached;
- b. A specific description of each act alleged to have breached the procurement process;
- c. A precise statement of the relevant facts;
- d. An identification of the issues to be resolved;
- e. The Supplier's arguments and supporting documentation; and,
- f. The Supplier's requested remedy.

For the purpose of a protest, the HDSB will review and address any protest in a timely and appropriate manner. The HDSB will engage an independent and impartial third party should the need arise.

35. Disclaimer of Representations and Liabilities

- a. The information provided in this RFX document or otherwise by the HDSB in any connection with this RFX, is provided on an "as is" basis, with no representations, warranties or covenants, implied or express, concerning the nature or the quality of such information, including without limitation its

completeness, accuracy, currency, reliability, authenticity or the HDSB's rights to disclose any such information.

- b. All information provided in this RFX document is based on the HDSB's knowledge and intent as of the date this RFX is issued and may change during the course of the RFX process. The Supplier accepts and acknowledges its duty to investigate and conduct due diligence enquiries into the subject matter and circumstances of this RFX.
- c. The HDSB and its officers, employees, agents, consultants, and advisors shall not be liable or responsible in respect of any aspect of this RFX, or for any oral or written information, or any advice, or any incompleteness, errors or omissions in this RFX document or information disclosed or otherwise provided to the Supplier under this RFX and all of the foregoing, in respect of which Supplier shall assume all risk.

36. No Guarantee of Volume of Work or Exclusivity

The HDSB makes no representation, warranty or guarantee as to the accuracy or comprehensiveness or exhaustiveness of the information contained in an RFX or issued by way of addenda. Any data contained in an RFX or provided by way of addenda are estimates only and are for the sole purpose of indicating to Suppliers the general size or scope of the work.

Nothing in any HDSB request for Goods and/or Services is intended to relieve the Supplier from forming its own opinions and conclusions with respect to the matters addressed in any HDSB request for Goods and/or Services. It is the Supplier's responsibility to avail itself of all the necessary information to prepare a submission in response to an RFX.

The HDSB makes no guarantee of the value or volume of work to be assigned to the Supplier and any award executed to a Supplier may not be an exclusive award for the provision of the Agreement. The HDSB may contract with others for the same or similar Goods and/or Services to those described in any HDSB Agreement.

37. No Publicity or Promotion

No Supplier shall make any public announcement or distribute any literature regarding this RFX or otherwise promote itself in connection with this RFX or any arrangement entered into under this RFX without the prior written approval of HDSB.

In the event that a Supplier makes a public statement either in the media or otherwise in breach of this requirement, in addition to any other legal remedy it may have in law, in equity or within the context of this RFX, HDSB may take reasonable steps, including disclosing information about a Submission, to provide accurate information or correct any false impression.

38. Conflict of Interest

Conflict of Interest includes, but is not limited to, any situation or circumstance where:

- a. in relation to the RFX process, the Supplier has an unfair advantage or engages in conduct, directly or indirectly, that may give it an unfair advantage, including, but not limited to:
 - i. having or having access to information in the preparation of its Submission that is confidential to HDSB and not available to other Suppliers;
 - ii. communicating with any person with a view to influencing preferred treatment in the RFX process; or
 - iii. engaging in conduct that compromises or could reasonably be seen to compromise the integrity of the open and competitive RFX process and render that process non-competitive and unfair; or,
- b. in relation to the performance of its contractual obligations in an HDSB agreement, the Supplier's other commitments, relationships or financial interests:
 - i. could or could reasonably be seen to exercise an improper influence over the objective, unbiased and impartial exercise of its independent judgement; or
 - ii. could or could reasonably be seen to compromise, impair or be incompatible with the effective performance of its contractual obligations;

The Supplier shall:

- a. avoid any Conflict of Interest in the Submission process and in the performance of its contractual obligations;
- b. disclose to the HDSB without delay any actual or potential Conflict of Interest that arises during the Submission process or during the performance of its contractual obligations; and
- c. comply with any requirements prescribed by the HDSB to resolve any Conflict of Interest.

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

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

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

39. Criminal Record and Judicial Matters Checks

The Service Provider represents and warrants that all employees, contractors, or agents attending a school site or interacting with pupils shall comply with the Education Act and its regulations, specifically regarding the collection of personal information and criminal background checks. To ensure compliance with HDSB standards, the Service Provider shall obtain and maintain, at its own expense, the required level of police record check—including a Vulnerable Sector Check where applicable—covering offences under the Criminal Code, the Narcotics Control Act, and the RCMP’s automated retrieval system. This requirement applies to any personnel who may have regular direct contact with students or access to sensitive student information, as determined by the HDSB’s sole discretion.

Furthermore, the Service Provider must provide an Offence Declaration in an approved form and immediately notify the HDSB if any personnel are charged with or convicted of a Criminal Code offence. The HDSB reserves the right to require the immediate removal and replacement of any individual who fails to satisfy these screening requirements.

The Service Provider agrees to indemnify and hold the HDSB harmless from any claims, liabilities, or penalties resulting from a failure to provide these clearances. Should the Service Provider fail to deliver the necessary documentation, the HDSB maintains the right to terminate the agreement effectively and without prejudice to other legal remedies.

40. Vehicle Operation on HDSB Property

The successful Supplier shall exercise due care and caution when operating motorized vehicles on school property, particularly during times when students are entering or exiting the school building, or are present outside on school grounds or adjacent areas, including recess, lunch periods, and before or after the school day.

Additionally, while on HDSB property, drivers must turn off their vehicles and remove the keys during any stop. Vehicles must never be left idling while unattended, nor parked in designated accessible parking spaces. Vehicles should be locked when left unsupervised. The Halton District School Board (HDSB) assumes no responsibility for any theft of, or theft from, vehicles operated by the successful Supplier.

Asphalt play areas around the exterior of the school building are not constructed to handle heavy vehicles. Suppliers will be held responsible for any damage to HDSB property including but not limited to asphalt or natural surfaces as a result of using them for access of heavy vehicles. Making good of natural surfaces or asphalt areas that are damaged in the course of the work shall be to the original (new) condition irrespective of their condition prior to commencement of the work, or the condition of the adjacent unaffected areas. Vehicles are only permitted to access, stand or be parked in areas

designated by administrative staff of HDSB, which for the purposes of this provision does not include principals of schools.

41. Confidential Information

For the purposes of this RFX, “Confidential Information” refers to any information, whether or not expressly identified as confidential, that is disclosed by the HDSB and is relevant to the Deliverables, pricing, or evaluation process. This includes, but is not limited to, information relating to the business, operations, or affairs of HDSB or its directors, governors, trustees, officers, or employees, and:

- is marked or otherwise identified as confidential when provided in written or tangible form; or
- is disclosed orally and subsequently confirmed in writing as confidential.

For greater certainty, Confidential Information includes:

- any new information derived from such Confidential Information, whether developed by HDSB, the Supplier, or any third party;
- all information, including Personal Information, that HDSB is obligated or permitted to withhold under provincial or federal legislation; and
- any pricing or financial information submitted or received as part of the RFX process.

Confidential Information does not include information that:

- becomes publicly available through no fault or breach of the Supplier;
- is lawfully obtained from a third party without any obligation of confidentiality;
- was already in the Supplier’s lawful possession prior to disclosure by HDSB, as demonstrated through written records; or
- is independently developed by the Supplier without reference to the Confidential Information.

For clarity, these exclusions shall not affect the definition or treatment of Personal Information as governed by applicable law or the terms of the Contract.

42. Confidential Information of the Supplier

Except as otherwise provided in this RFX or as required by applicable law, the HDSB will treat all Submissions and any information obtained during the RFX process as confidential. This obligation does not extend to information that becomes publicly available through no fault of HDSB and not as a result of HDSB’s disclosure.

HDSB and its representatives or agents are under no obligation to enter into a separate confidentiality agreement at any stage of the RFX process.

Should a Supplier decline to participate in any required stage of the RFX process due to HDSB's refusal to sign a confidentiality agreement, the Supplier will forfeit any evaluation points associated with that stage.

43. Treatment of Personal Information

a. Submission of Personal Information

Suppliers should not include any personal information relating to the qualifications or experience of individuals proposed to provide the Products or Services unless such information is specifically requested by HDSB. In cases where such information is requested, HDSB will retain it for a minimum of seven (7) years from the date of collection and will handle it in accordance with this section.

b. Use of Personal Information

Any personal information, as defined under the Personal Information Protection and Electronic Documents Act (PIPEDA), provided at the request of HDSB will be used solely for the purpose of evaluating and selecting qualified individuals to deliver the Products or Services and for confirming that the work performed aligns with their stated qualifications.

c. Consent

It is the Supplier's responsibility to obtain all necessary consents from the individuals whose personal information is being provided to HDSB. By submitting such information, the Supplier confirms that appropriate consent has been obtained for HDSB to collect, use, and disclose the information for the purposes described above.

44. Non-Disclosure Agreement

The HDSB reserves the right to require any Supplier to enter into a non-disclosure agreement, privacy agreement, and/or any other agreement relating to confidentiality or the protection of personal or sensitive information, in a form satisfactory to the HDSB.

45. Proof of WSIB Coverage

If the Supplier is subject to the Workplace Safety and Insurance Act ("WSIA") or the Workplace Safety and Insurance Amendment Act, 2008 ("WSIAA"), the Supplier shall submit a valid clearance certificate of Workplace Safety and Insurance Board ("WSIB") coverage to the HDSB before commencing the performance of any work or services. In addition, the Supplier shall, from time to time during the term of the Agreement and at the request of the HDSB, provide additional WSIB clearance certificates.

The Supplier covenants and agrees to pay when due, and to ensure that each of its subcontractors pays when due, all amounts required to be paid by it or its subcontractors, from time to time during the term of the Agreement, under the WSIA and/or the WSIAA, failing which the HDSB shall have the right, in addition to and not in substitution for any other right it may have pursuant to the Agreement or otherwise at law or in equity, to pay to the WSIB any amount due pursuant to the WSIA or the WSIAA unpaid by the Supplier or its subcontractors and to deduct such amount from any amount due and owing from time to time to the Supplier pursuant to the Agreement together with all costs incurred by the HDSB in connection therewith.

46. Ownership

The Submission, along with all correspondence, documentation and information provided to the HDSB by any Supplier in connection with or arising out of the Submission, once received by the HDSB, shall become the property of the HDSB and will not be returned to the Supplier, and may be appended to any Agreement and/or purchase order with the successful Supplier.

47. Permits, Licenses and Approvals

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

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

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

48. Co-operative Purchasing Provisions

This document is being issued by the HDSB to meet the HDSB's requirements. The successful Supplier acknowledges that the Provincial Government encourages cooperative procurement initiatives by HDSB. Suppliers shall indicate when asked if they are willing to extend pricing and submission terms to other District School Boards

in the province of Ontario where the scope of work is deemed similar or the same and where both parties are in agreement, in which case they shall be deemed to have granted consent to the HDSB to share the Submission, subject to HDSB agreeing to receive the Submission in confidence on the understanding that the Submission contains financial, commercial, technical and other sensitive information of the Supplier.

The Supplier will not be penalized if it does not agree to this provision. The HDSB will not incur any financial responsibility in connection with any purchase by another School Board. Each School Board shall accept sole responsibility for its own contract management such as placing orders and making payments to the successful Supplier.

49. Rates

The proposed Product and/or Service Rates shall be firm Rates for the entire term of the Agreement and shall be Rates per Category as detailed below:

- a. Minimum percentage discount off Supplier's Published Canadian Price;
- b. Maximum net Rates per service, for related Services;
- c. In Canadian funds and shall include all applicable costs, including, but not limited to overhead, materials, fuel, fuel surcharge, duties, tariffs, travel and carriage, delivery, office support, profit, permits, licences, labour, insurance, and Workplace Safety Insurance Board costs and all other overhead, office support, profit, licenses including any fees or other charges required by law; and,
- d. Exclusive of the HST, or other similar taxes.

The Supplier may, however, lower its Rates and/or increase the minimum percentage discount off Supplier's Canadian List Price for specific Products and/or Related Services when the HDSB and Supplier mutually agree without affecting the Rates in the Agreement.

In extenuating circumstances, HDSB may consider a Rate adjustment substantially affecting the provision of Products and/or Related Services resulting from new or changed municipal, provincial, or federal regulations, by-laws and fluctuations in foreign exchange rates as published by the Bank of Canada, tariffs, or ordinances. Any such request from the Supplier must be accompanied and supported by documentation deemed appropriate by HDSB. HDSB may use a third-party index (e.g. Consumer Price Index ("CPI")) in its Rates review. The Supplier must submit documentation (i.e. Rate impact analysis) demonstrating how the request affects the delivery of Products and/or Services in this Agreement. HDSB will not consider any fixed costs or overhead adjustments in its review of the Supplier's documentation.

The Supplier shall ensure that both the product offerings and their pricing – including Supplier's published Canadian list prices, the percentage (%) discount, and the discounted prices after the percentage (%) discount is applied/ Net Rates – are easily

accessible and visible to HDSB throughout the term of the agreement on the Supplier's online ordering platforms.

50. Environmental, Social, Governance, Ethical and Sustainability Considerations

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

The Supplier shall possess and provide information, if requested by HDSB, related to its robust Environmental, Social and Governance ("ESG") business framework. The Supplier shall collaborate and support the HDSB to align with their ESG framework as it relates to currently available ESG processes, products/equipment, technologies and/or sustainable initiatives.

Wherever practical and without compromising quality, Suppliers are to promote:

- a. Environmental design principles as required by the HDSB (e.g., environmental sustainability, data security and privacy, lean construction practices, waste management, decarbonization, indoor air quality, comfort);
- b. Sustainable social design principles as required by HDSB (e.g., social equity and equality, diversity, inclusive, accessibility, economic, and cultural impacts that achieve overarching HDSB goals that help shape healthy, diverse and inclusive environments); and,
- c. Governance practices to enhance positive impact to the HDSB (e.g., corporate oversight, risk management, staff retention and management, and leadership).

The Supplier shall keep HDSB informed about social procurement processes. Throughout the Term of the Agreement, HDSB may consult with the Supplier to assess ESG commitments.

51. Health and Safety

Suppliers must comply with the Occupational Health and Safety Act (OHSA) and all applicable regulations. Suppliers and their employees must have completed health and safety training relevant to their trade or scope of work. Upon request, proof of such training must be provided to the Halton District School Board (HDSB). Suppliers are also responsible for ensuring that all subcontractors, where permitted by HDSB, meet these same requirements. HDSB reserves the right to request documentation verifying health and safety training at any time.

All Suppliers must adhere to applicable HDSB policies, programs, and procedures while present on HDSB property. Suppliers are required to sign in upon arrival at HDSB facilities and sign out upon departure, both before and after conducting any work on site.

Suppliers will be held accountable for any fines or violations of legislation incurred by the HDSB as a result of the Supplier's actions or omissions.

52. Governing Law

The terms and conditions:

- a. are included for greater certainty and are intended to be interpreted broadly and separately (with no particular provision intended to limit the scope of any other provision);
- b. are non-exhaustive (and shall not be construed as intending to limit the pre-existing rights of the parties to engage in pre-contractual discussions in accordance with the common law governing direct commercial negotiations); and,
- c. are to be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein.