



**Purchasing and
Central Services**

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

INSTRUCTION TO BIDDERS

REQUEST FOR TENDER # 23122

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

1. Project Description and Location.

2023 FSP Classroom Renovations

Carleton Public School – 1 Carlton Park Drive, St. Catharines L2M 4M9

2. Contract Documents:

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

- Instruction to Bidders
- Bid Form for Tenders
- Appendix A – List of Sub-contractors
- Appendix B – Policies regarding Bid Irregularities
- General Conditions and Liability Insurance Requirements
- Specifications and drawings (separate pdf files)
- Asbestos Reports (separate pdf file)
- Addenda issued prior to closing

3. Documents for Bidding

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

4. Examination

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

5. Site Inspection

- 5.1 Bidders are invited to visit the site(s) during Tendering Period to ascertain the extent of the work involved.
- 5.2 A briefing and site visit is scheduled for **Monday, January 16, 2023 @4:00 p.m.** to review the work and site conditions **meeting at Carleton Public School, 1 Carlton Park Drive, St. Catharines.**

6. Discrepancies and Clarification

- 6.1 Bidders finding errors, discrepancies or duplications, or omissions of items which are obviously an intended component of the completed project, from Tender Documents, or having any doubts as to meaning or intent thereof, shall notify **Karen Dinning, Buyer at karen.dinning@dsbn.org** for clarification.

**The deadline for asking questions is Friday, January 20, 2023 at 2:00 PM.
Questions received after this date will not be answered.**

- 6.2 No employee or agent of the DSBN is authorized to verbally amend or waive the requirements of this bid document in any way. Under no circumstances shall the Bidder rely upon any information or instructions from the DSBN, its employees, or its agents unless the information or instructions are provided in writing in the form of an official Addendum.
- 6.3 Addenda issued during Bidding Period and before signing of Contract will be incorporated in the Bid and will become part of the Contract Documents.

7. Proposals

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

8. Tender Instructions

- 8.1 Print in numerals and in written words using ink the bid price in the allocated spaces as per Bid Form. When there is a difference between the two, the price in written words will prevail.
- 8.2 Tenders shall be by Bidder.

- 8.3 Tenders which contain any omission, erasure, interlineation, alteration, addition, condition, limitation or which show any irregularity may be rejected as informal.
- 8.4 Tenders which are late, or do not contain completed Bid Forms, or do not acknowledge the addenda, or otherwise fail to comply with the requirements of Tender Documents will be considered incomplete or informal and will be rejected.
- 8.5 Tenders must be returned on this form before 2:00:00 p.m. local time on **Thursday, January 26, 2023** and **MUST** be **emailed** to FacilityTenders@dsbn.org.
- 8.6 The Purchaser shall only accept Electronic Tender Submissions in the form of One (1) PDF file and submitted to the email address above. Tender submissions submitted and/or received by any other method shall be rejected, unless the Purchaser has instructed otherwise by published Addendum.
- 8.7 Bidders are cautioned that the timing of their Tender Submission is based on when the Bid is received by the Purchaser at the email address above, not when a Bid is submitted by a Bidder, as Bid transmissions can be delayed in an “Internet Traffic Jam” due to file transfer size, transmission speed, etc.
- 8.8 For the above reasons, the Purchaser recommends that Bidders allow sufficient time to email their Tender Submission and attachment(s) (if any) and to resolve any issues that may arise. The closing time and date shall be determined by the Purchaser’s internal server clock.
- 8.9 There will be no public opening for this tender.
- 8.10 All required information including the Bid Form shall be submitted via email as stipulated in Section 8.5.
- 8.11 Bidders that are not selected are entitled to a debriefing. Such request must be made within 60 business days following the date of notification.
- 8.12 The bid dispute resolution process is intended to ensure that any dispute is handled in an ethical, fair, reasonable, and timely fashion. This bid dispute resolution procedure complies with bid protest or dispute resolution procedures set out in the BPS procurement directives and applicable trade agreements.

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

- 8.12.1 The aggrieved party (aggrievor) is to file their bid protest with the Manager of Purchasing & Central Services in writing, within 7 business days of the debriefing meeting. The aggrievors filing should include:
- Their name and address
 - Identification of the contract or bid solicitation being protested
 - Detailed and factual statement of the grounds for protest
 - Supporting documentation
 - Desired relief, action or ruling

- 8.12.2 The Manager of Purchasing & Central Services will respond to the aggrieved within 7 business days of receiving the bid protest notice.
- 8.12.3 If the aggrieved is not satisfied with the resolution, the aggrieved must contact the Superintendent of Business and copy the Manager of Purchasing & Central Services, by registered mail, within 7 business days of receiving the first response from the Manager of Purchasing & Central Services.
- 8.12.4 The Superintendent of Business will respond to the aggrieved, by registered mail, within 10 business days of receiving the bid protest notice.
- 8.15.5 The final decision on the issue will be made by the Superintendent of Business and will be resolved within 10 business days of receiving the bid protest.

9. Agreement to Bond

- 9.1 Submit an "Agreement to Bond" or a "Consent of Surety" stating that the bonding/surety company will supply the Performance Bond and Labour and Material Payment Bond stipulated in the Contract Documents and in the amounts as stipulated in the Tender Proposal Form.
- 9.2 A labour and material bond in the amount of 50% of the total contract value including taxes, and a Performance Bond in the amount of 50% of the total contract value including taxes.
- 9.3 Include the cost of the bonds in the Tender price.

10. Contingency Allowance

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

11. Cash Allowances

In the Bid Form amounts have been included for cash allowances. The bid price, and not the cash allowances, are to include overhead and profit for the work connected with the cash allowances. Payment from the cash allowance will only be paid for work requested and approved by the owner. Where the value of the cash allowance is exceeded, the money will be paid from the contingency allowance and the contractor will be eligible for overhead and profit on the portion exceeding the cash allowance. If the actual cost of the work under any cash allowance is less than the amount of the allowance, the owner will be credited the amount of the unexpended portion of the allowance, but not the contractors overhead and profit.

12. Alternate Materials, Plant and Equipment

12.1 The bidder is required to verify prior to bidding that all specified items will be available in time for installation to ensure orderly and timely progress of the work.

12.2 In the event any specified item will not be available, notify the DSBN during the Bidding Period.

12.3 Tendering Contractors, their Sub-Contractors, Suppliers and Manufacturers may submit with Tender alternative prices of products, materials and equipment which, in their opinion, are equivalent to those specified; and it shall be understood that approval may be given by the DSBN after Bid Closing to the substitution of a similar material or item of plant and equipment subject to the following:

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

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

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

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

13. Errors in Tender

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

14. Award of Contract

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

14.2 Notwithstanding Section 14.1 and 12.3 above, award shall be based on the total bid price on the Form of Tender Section 1, which will incorporate all products, materials and equipment as specified.

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

- 14.4 Where tie bids are received by competing contractors and the bids are low and compliant, the tie will be settled by the flip of a coin in the presence of the two bidders. The bidder whose email has the earliest submission time may call the coin toss. The winner of the coin toss will be considered the low bid.
- 14.5 The issue of a Purchase Order by the DSBN based on a bidder's response to this Request for Tender gives rise to a Contract between the DSBN and the successful Bidder in accordance with the terms and conditions set out in the documents listed in Section 2. Contract Documents.
- 14.6 It is DSBN practice to publish the name of the successful Bidder(s) and the total contract price. The DSBN shall make every effort to safeguard the confidentiality of other information included in each submission, however, all submissions are subject to the provisions of the *Municipal Freedom of Information and Privacy Act* and the *Personal Information Protection and Electronic Documents Act*.

15. Scheduling

The following schedule applies to these projects:

Start date: Immediately upon award

Completion date: May 26, 2023

Note: The school has made the space available so that work may be performed during the day. However, at no time will any work impede the safety of the staff and children nor the daily operations of the school.

- 15.1 Prior to commencing the project, the contractor must provide confirmation of delivery of all materials required to complete the work or portion of the project and make the school safe and suitable for regular school operations. No work shall commence on the project or portion of the project without assurance that the delivery of critical materials to complete the project are in place.
- 15.2 It is the expectation of the District School Board of Niagara (DSBN) that the Contractor will order the necessary materials upon award of the Contract.
- 15.3 If the Contractor is delayed in the performance of the Work by:

any cause beyond the Contractors control other than one resulting from a default or breach of Contract by the Contractor, then the Contract Time shall be extended for such reasonable time as the Consultant or DSBN representative may recommend in consultation with the Contractor. The extension of time shall not be less than the time lost as the result of the event causing the delay, unless the Contractor agrees to a shorter extension. The Contractor shall not be entitled to payment for costs incurred by such delays unless such delays result from actions by the Owner, Consultant or anyone employed or engaged by them directly or indirectly.

16. Pre-qualified Contractors

The following General Contractors have been pre-qualified by the Owner through RFSQ# 20116 to submit a Tender for this Project. Only those General Contractors which have been pre-qualified may provide bids on this project.

General Contractors

General Contractor's Name	Phone #	Facsimile #	Email
Aldor Builders Ltd.	905-227-0600	905-227-9936	mail@aldorbuilders.ca
Anacond Contracting Inc.	905-660-7226	905-660-7183	alen@anacond.ca
Bestco Construction Ltd.	905-304-4597	905-304-5993	Ov.cotiga@bellnet.ca
Bromac Construction Inc.	905-892-8888	905-892-6853	connie@bromacconstruction.com
Brouwer Construction Ltd.	905-984-3060	905-984-3063	joanne@brouwerconstruction.com
Design 4 General Contracting Inc.	416-984-2193	905-632-0202	Design4gcltd@sympatico.ca
Duomax Developments Limited	905-563-7488	905-563-7485	info@duomax.ca
Gen-Pro / 1320376 Ontario Ltd.	905-333-5217	905-333-5746	genpro@genpro.ca
Hall Construction Inc.	905-662-9200	905-662-9203	info@hallconstruction.ca
King Contractors of Niagara Ltd.	905-371-0191	905-371-0816	janet@kingcontractorsofniagara.com
Merit Contractors Niagara	905-641-2374	905-641-2988	estimating@meritcontractors.com
Scott Construction Niagara Inc.	905-357-6161	905-374-6646	mail@scottconstruction.ca
Serianni Construction Ltd.	905-734-6810	905-734-3179	mario@serianniconstruction.com
Starfleet Construction	905-338-0058	905-582-6817	lynda@starfleetconstruction.ca
STF Construction Limited	905-545-7726	905-545-2345	estimator@stfconstruction.com
Stolk Construction Ltd.	289-929-8233		kflynn@stolk.ca
T.A.T. Construction Ltd.	905-892-5506	905-892-1233	allan@tatconstruction.com
T.R. Hinan Contractors Inc.	905-892-2299	905-892-5599	mail@trhinan.com

The following Electrical sub-contractors have been pre-qualified by the Owner through RFSQ# 23005 to submit a Tender for this Project. Only those sub-contractors which have been pre-qualified may provide bids on this project.

Electrical Contractors

Electrical Contractor's Name	Phone #	Facsimile #	Email
BCR Electric Limited	905-935-0154	905-935-0158	bcr.electric92@gmail.com
Cahill Electric	905-388-0515	905-388-0718	estimating@cahillelectric.ca
Ecco Electric	905-984-8544	905-984-8526	mail@eccoelectric.com
L J Barton Mechanical Inc.	905-304-1976		estimating@ljbarton.com
Mario's Electric Ltd.	905-735-1294	888-788-1407	lorenzo@marioselectric.com
Sam Young Electric Limited	905-835-2211	905-835-1388	ryank@samyoungelectric.com randyk@samyoungelectric.com
T. Lloyd Electric Ontario Ltd.	905-388-8916	905-388-7538	mark@tlloydelectric.ca

Verhoef Electric (2012) Inc.	905-562-5977	905-562-3196	office@verhoefelectric.com
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The following Mechanical sub-contractors have been pre-qualified by the Owner through RFSQ# 23009 to submit a Tender for this Project. Only those sub-contractors which have been pre-qualified may provide bids on this project.

Mechanical Contractors

Mechanical Contractor's Name	Phone #	Facsimile #	Email
Base Mechanical	905-682-2209	905-682-5752	baseadmin@bellnet.ca
Besseling Mechanical	905-560-0200	905-560-0505	cameron@besselingmechanical.com
Brenner Mechanical Inc.	519-746-0439	519-746-2477	mbrenner@brenner.ca
Chamberlain Building Services Inc	905-664-1914		a.skaljic@chbs.ca
Group 92 Mechanical Inc.	905-984-3282	905-984-4466	stephen@group92.com
Kirk Mechanical Ltd.	905-681-0140	905-333-5299	kirkmech@bellnet.ca
Keith's Plumbing and Heating Inc.	905-544-8118	905-544-6815	morgan@keithsph.com
L.J. Barton Mechanical	905-304-1976	905-304-1607	estimating@ljbarton.com
Mattina Mechanical Ltd.	905-544-6380	905-544-3288	dmattina@mattina.ca
Nutemp Mechanical Systems Ltd.	905-338-5603	905-820-1742	dmc michael@nutemp.ca
Regional Mechanical (Niagara) Inc.	905-684-6555	905-684-0504	mmirabella@rmni.ca
Superior Boiler Works and Welding Ltd	905-643-6628		bfoley@sbww.com
Van Am Mechanical Ltd.	289-897-0346		abe@vanammechanical.ca

The following Millwork sub-contractors have been pre-qualified by the Owner through RFSQ# 20117 to submit a Tender for this Project. Only those sub-contractors which have been pre-qualified may provide bids on this project.

Millwork Contractors

Millwork Contractor's Name	Phone #	Facsimile #	Email
Baywood Interiors Ltd.	519-748-9577	519-748-6563	info@baywoodinteriors.com
Harris Corporate Interior Inc.	905-563-6111	905-563-6122	dan@hciinc.ca
Niagara Store Fixtures Inc.	905-358-3733		dan@nsfixtures.com
REA Investments Limited	905-264-6481	905-264-1805	vito@reaconstruction.org
Reece Woodworking	905-651-0991	905-384-2631	reecewoodworking@yahoo.ca
Second Generation Furnishings Inc.	905-738-1403	905-738-3870	robert@2ndgen.ca
Wood Design Custom Millwork	905-595-1281	905-595-1283	wooddesign.ltd@gmail.com

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

18. Progress Payments

The progress payments allowed as outlined in General Conditions, Section 16, are subject to a 10% holdback. The requirements of the Construction Act (latest revision) in effect at the time of establishing the pre-qualified contractor list apply to this contract.



Purchasing and Central Services

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

FORM OF TENDER

BIDDER /COMPANY NAME: _____

ADDRESS: _____

2023 FSP Classroom Renovations
Carleton Public School – 1 Carlton Park Drive, St. Catharines L2M 4M9

TENDER NO: #23122

CLOSING DATE AND TIME: **Thursday, January 26, 2023 before 2:00:00 P.M.**

TO: **FacilityTenders@dsbn.org**

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

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

Bid Price, Carleton Public School (HST extra): \$ _____

Contingency Allowance, (HST extra): \$ 35,000.00

Asbestos Allowance, (HST extra): \$ 5,000.00

Data/Communications Allowance, (HST extra): \$ 5,000.00

Roofing Allowance, (HST extra): \$ 10,000.00

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

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

_____ dollars (HST extra)

AS PER SECTION 14 OF THE INSTRUCTIONS TO BIDDERS THE LOWEST BID OR ANY BID NOT NECESSARILY ACCEPTED.

2. Voluntary Alternates

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

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

3. Mandatory Alternates – N/A to this tender

We submit the following pricing as a mandatory alternate. We hereby agree to amend the Total Price by the following amounts (HST excluded), should the alternate be selected.

The Total Price should not include the Mandatory Alternate pricing below. The Total Price for this project is exclusive of any alternates. The Total Price will be adjusted accordingly if the alternates are selected.

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

4. The undersigned hereby declares that we have carefully examined the site of the proposed Work and existing conditions; the requirements of the construction schedule; and have satisfied ourselves that the Subcontractors, material suppliers and equipment suppliers on which this Bid is based are capable of meeting all requirements of the schedule, and of executing the Work in accordance with the Drawing and Specifications, the Instructions to Bidders, Bid Form, together with Addenda listed in paragraph 1, of this Bid Form.
5. The undersigned hereby agrees that the contract schedule as stated in the Specifications will be met.
6. The undersigned agrees that this Bid is valid and subject to acceptance by the DSBN for a period of sixty (60) days from the date of Bid receipt, and that if notified of award of the contract we will:
 - a) furnish the DSBN, Certificates of Insurance as required by the General Conditions of the Contract
 - b) furnish the DSBN evidence that all Workplace Safety and Insurance Board dues, in accordance with the laws of the Province of Ontario, have been paid.

APPENDIX 'A'

TENDER #23122 Carleton Public School – 2023 FSP Classroom Renovations

NAME OF CONTRACTOR: _____

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

LIST OF CONTRACTORS - APPENDIX 'A'

Electrical (Must be prequalified and listed in Section 16) _____

Mechanical (Must be prequalified and listed in Section 16) _____

Millwork (Must be prequalified and listed in Section 16) _____

APPENDIX B - POLICIES REGARDING BID IRREGULARITIES

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

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

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

**DISTRICT SCHOOL BOARD OF NIAGARA
FACILITY SERVICES DEPARTMENT
GENERAL CONDITIONS FOR ALL PROJECTS
Last Review – November 2020**

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

**DISTRICT SCHOOL BOARD OF NIAGARA
FACILITY SERVICES DEPARTMENT
GENERAL CONDITIONS FOR ALL PROJECTS
Last Review – November 2020**

If materials are discovered which the contractor suspects may contain asbestos, all work in the vicinity shall be stopped and the contractor will immediately notify the owner's representative of where the material was found. At no time will a contractor undertake the removal of Asbestos containing material unless they have been contracted in writing to do so.

8. The Contractor, prior to commencing the Work, shall liaise directly with the Facility Services Department to determine timing of the Work, access to the site, and all other factors which may impact on the progress of the work, the continuing use of the school for its primary function, or both, including the siting of any barriers and/or fences, posting of signs, etc.
9. Provide and install safety barriers, fences, signs, etc., required to prevent the access of unauthorized personnel upon the construction site. In addition to staff authorized by the Contractor, restrict access to the defined area of work to those designated as "authorized". Unless notified otherwise in writing, authorized personnel shall be limited to the following:

Controller of Facility Services	Manager of Operations
Senior Manager of Construction	Manager of Maintenance
Capital Project Manager	Supervisor of Operations
Supervisor of Facility Services	Supervisor of Contracted Services
Health and Safety Officer	Energy Coordinator
Caretaking Staff	Environmental Services Coordinator
Principal	Superintendent
Consultants hired by DSBN to provide services for the owner related to the contract	

10. Cooperate with the principal, caretaker or other designated school staff member in the siting of vehicles, equipment and materials so as to minimize disruption of regular pedestrian and vehicular traffic.
11. Provide protective covering acceptable to the DSBN over all existing building surfaces and/or items of furniture and equipment not affected by, or connected with, the work. Such covering should be impervious to the migration of all dust particles, e.g. plastic sheet and secured in place for the duration of the work. Where additional work by DSBN custodial personnel is necessary through failure to comply the contractor shall be subject to a back charge for custodial cleaning time.
12. Where the work involves the use of water, ensure complete drainage and mopping up of standing water at the end of each day's operations.
13. Where existing fixtures, fittings or finishes have to be disturbed in order to effect the work they shall be replaced or restored to match their original state unless it is specifically noted otherwise.
14. Asphalt play areas around the exterior of the school building are not constructed to handle heavy vehicles. Contractors will be held responsible for any damage to asphalt as a result of using them for access by heavy equipment and vehicles.

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15. “Make good” shall mean the restoration of areas or surfaces to a condition matching existing adjacent areas. Making good of grass or asphalt areas that are damaged in the course of the work shall be to the original (new) condition irrespective of their condition prior to commencement of the work, or the condition of the adjacent unaffected areas.
16. Where the work is extensive or of a protracted nature, progress payments may be invoiced monthly, on the basis of the percentage of the Work completed. Requests for final payment shall be submitted only after Work has been reviewed by the DSBN’s representative and accepted. The contractor is responsible for timely notification of completion of the Work for the purpose of arranging inspection. All work is subject to a ten (10) per cent holdback as per the *Construction Act* which the contractor shall ensure is shown deducted from each progress payment. After the lien period has expired, the contractor must submit an invoice requesting payment for the amounts held back under the *Construction Act*. All invoices must also indicate the DSBN’s purchase order number.
17. The contractor shall warrant all work performed, for a period of not less than twelve (12) months from the date of acceptance for the Work as outlined above, against all defects in materials or workmanship. The Warranty shall be on company letterhead under seal, and delivered to the DSBN, addressed to the project manager. The final payment shall be conditional upon receipt of the Warranty and all project documentation.
18. All work shall be carried out in a manner to minimize disruptions to the school. Any work carried out on a school day shall be done in a manner as not to interrupt the school’s normal operation nor create any health or safety concerns to the school staff or students. Should the work be of a nature which the DSBN deems to interrupt regular operation of the school, the work shall be carried out after school hours, at no additional cost to the DSBN.
19. No charges for work in excess of the original contract amount will be permitted without the prior written approval from the District School Board of Niagara’s project manager. For work completed by the General Contractor or Prime Contractor, mark up will be 10%. In the case where the work is done by a subcontractor of the General or Prime contractor, the subcontractor will be allowed to mark up the amount by up to 10% to allow for overhead and profit, and the general contractor will be permitted 5% mark up on that portion of the work. If multiple levels of subcontractors are involved, only the contractor performing the work is entitled to 10% mark up, and other contractors through whom payment flows including the general or prime contractor will be entitled to 5% mark up. The Contractor will provide supplier invoices for all parts, equipment and materials including quantity of each material, unit cost of each material, man hours involved, cost per hour, and mark up.
20. The DSBN shall have the right to enter or occupy the *Work* area in whole or in part for the purpose of placing fittings and equipment, or for other use before *Substantial Performance of the contract Work*, if, in the opinion of the *Consultant*, such entry and occupation does not prevent or substantially interfere with the *Contractor* in the performance of the *Contract* within the *Contract Time*. Such entry or occupation shall neither be considered as acceptance of the *Work*, nor in any way relieve the *Contractor* from its responsibility to complete the *Contract*.

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21. The DSBN reserves the right to establish a deficiency holdback, at the time of project review for *Substantial Performance*, based on a 200% dollar value of the deficiencies listed by the *Consultant or Owner*. The value of work outstanding for the calculation of *Substantial Performance of the Work* under the *Construction Act* (Ontario) shall utilize the 100% dollar value. No individual deficiency will be valued at less than two hundred dollars (\$200.00). The *DSBN* shall retain the entire deficiency holdback amount until completion of all of the deficiencies listed by the *Consultant or Owner* to the satisfaction of the *Consultant or Owner*. Close out documents including record drawings and operation and maintenance manuals will be valued at 5% of the total contract value as a deficiency if they are incomplete or not submitted.

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

LIABILITY INSURANCE REQUIREMENTS
CONSTRUCTION OR SERVICE PROJECTS
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1. PROPERTY COVERAGE

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

2. PUBLIC LIABILITY AND PROPERTY DAMAGE INSURANCE LIABILITY

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

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

The Policy must incorporate at least the following features:

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

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

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

(d) Certificate of Insurance

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

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

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