

If applicable, all or any part of the GENERAL CONDITIONS listed below will form part of any award and must be adhered to by the successful respondent(s).

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**1. PART 1 GENERAL REQUIREMENTS****1.1 DEFINITIONS, PRECEDENCE OF DOCUMENTS AND INTERPRETATION**

- 1.1.1 Whenever any of the following words or phrases are used in the Contract they have the meanings respectively attributed to them as follows:
- 1.1.1.1 "Bid" means any bid, quote, or proposal submitted by a respondent pursuant to the bid document;
  - 1.1.1.2 "Board Designee" means the Peel District School Board's Maintenance Supervisors, authorized staff, Project Manager or representative.
  - 1.1.1.3 "Business Day" means any day except a Saturday, Sunday or statutory holiday.
  - 1.1.1.4 "Contractor" means the person or corporation whose bid has been accepted by the Owner, and who is deemed to have entered into the Contract with the Owner;
  - 1.1.1.5 "Contract Price" means the total price the Owner has agreed to pay to the Contractor for the Work, and for everything supplied under the Contract and included in the Contract, and in any event shall not exceed the amount specified in the Purchase Order;
  - 1.1.1.6 "Owner" means the Peel District School Board (PDSB) who is a party to this Agreement as the context of the Contract requires.
  - 1.1.1.7 "Work" means everything that the Contractor is required to supply and or install in order to carry out the terms and conditions of this contract (the "Contract");
  - 1.1.1.8 "Work Order" means the work repair request from the PDSB Work Order System issued by PDSB to a Contractor to initiate and complete all repairs in PDSB Facilities.
- 1.1.2 Whenever the terms, words or initials "Board" or "PDSB" are used in the Contract, they shall mean the Peel District School Board.
- 1.1.3 Whenever the words "shall" or "will" are used in the Contract, they have the meanings attributed to them in the *Interpretation Act* of Ontario. Unless stated otherwise, any reference to a statute or regulation shall refer to the statute or regulation passed by the Province of Ontario, or a municipality thereof, and any reference to a statutory or regulatory provision shall include that provision as from time-to-time modified or re-enacted providing that in the case of modifications or re-enactments made after the date of this Contract the same shall not have effective substantive change to that provision, unless otherwise agreed to.
- 1.1.4 Whenever words which have well known technical or trade meanings are used in the Contract, they are used in accordance with such recognized meanings.
- 1.1.5 The documents forming the Contract are complementary, and what is required by any one shall be as binding as if required by all.
- 1.1.6 The following documents (where included) all form part of the Contract (the "Contract Documents"):
- 1.1.6.1 General Conditions
  - 1.1.6.2 All items as identified in the Table of Contents of PDSB bid documents
  - 1.1.6.3 Addendums as issued
  - 1.1.6.4 Supplementary Conditions
  - 1.1.6.5 Specifications
  - 1.1.6.6 Drawings
  - 1.1.6.7 Award Letter, Purchase Order
  - 1.1.6.8 In the event of conflict between documents, the following priorities shall apply:
  - 1.1.6.9 Documents of later date shall govern;
  - 1.1.6.10 Supplementary Conditions shall govern over General Conditions;
  - 1.1.6.11 General Conditions shall govern over Specifications;
  - 1.1.6.12 Specifications shall govern over Drawings;
  - 1.1.6.13 Figured dimensions shown on the Drawings shall govern even though they may differ from scaled dimensions;
  - 1.1.6.14 Drawings of larger scale shall govern over those of smaller scale of the same date.
- 1.1.7 If at any time before the Work has been completed any question arises as to whether anything has been done as required by the Contract, or as to what the Contractor is required by the Contract to do, and, in particular, and without limiting the generality of the foregoing, as to:

- 1.1.7.1 the meaning of anything in the Drawings and Specifications (as identified in subsections 1.1.6.5 and 1.1.6.6 respectively);
- 1.1.7.2 the meaning to be given to the Drawings and Specifications in case of any error therein, an omission therefrom, or an obscurity or discrepancy in their wording or intention;
- 1.1.7.3 whether the quality or quantity of any material or work meets the requirements of the Contract;
- 1.1.7.4 whether the plant, materials or workmen provided by the Contractor for executing the Work and carrying out the Contract are adequate to ensure that the Work will be executed in accordance with the Contract and that the Contract will be carried out in accordance with its terms;
- 1.1.7.5 what work or quantity of any kind has been completed by the Contractor; or
- 1.1.7.6 the timing and scheduling of the execution of the Work,
- 1.1.7.7 the questions shall be decided by the Owner.
- 1.1.8 If the Contractor finds discrepancies in, or omissions from, the Drawings, Specifications or other Contract Documents or has any doubt as to the meaning or intent of any part thereof, the Contractor shall at once notify the Board Designee, who will forthwith provide written instructions or explanations. Neither the Board nor the Board Designee will be responsible for oral instructions.
- 1.1.8.1 The Contractor shall keep one copy of current Contract Documents and Shop Drawings at the Place of the Work, in good order and available to the Board Designee and representatives. This requirement shall not be considered to include the executed set of Contract Documents. Only copies of Shop Drawings that have been reviewed by the Board Designee, and which have not been required to be resubmitted, shall be permitted on site.
- 1.1.8.2 Drawings, specifications, models and copies thereof furnished by the Board Designee are and shall remain the property of the Board Designee with the exception of the signed contract sets belonging to each party to this Contract. Such documents and models are to be used only with respect to the Work and are not to be used on other work. Such documents and models are not to be copied or revised in any manner without the written authorization of the Owner.
- 1.1.8.3 Models furnished by the Contractor at the Board's expense are the property of the Board.

## 1.2 ASSIGNMENT OF CONTRACTOR PROCEEDS OF CONTRACT

- 1.2.1 Neither party to the Contract shall assign the Contract or a portion thereof without the written consent of the other, which consent shall not be unreasonably withheld.

## 1.3 OWNER (CONSULTANT) / CONTRACTOR

- 1.3.1 As directed, a Consultant may be used to represent the Board and be deemed the Board Designee for specific contracts. For such purposes the terms Board Designee and Consultant shall be interchangeable. In such cases the Consultant would report directly to the appropriate Maintenance Services Managers or Supervisors as agent for the Owner.
- 1.3.2 During the progress of the Work, the Board Designee may furnish to the Contractor such additional instructions to supplement the Contract Documents as may be necessary for the performance of the Work. Such instructions shall be consistent with the intent of the Contract Documents.
- 1.3.3 Additional instructions may be in the form of specifications, drawings, samples, models or other written instructions. They will be issued by the Board Designee with reasonable promptness and in accordance with a schedule agreed upon for such instructions.
- 1.3.4 If the Contractor claims that any additional instruction involves extra cost under the Contract the Contractor shall give the Owner written notice within the time limitation noted on the issued instruction or within ten (10) working days of the issued date if no limitation is noted and before proceeding to carry out the Work.
- 1.3.5 The Owner will provide administration of this Contract as described in the Contract Documents.
- 1.3.6 Where specifically directed the 'Consultant' will be the Board's representative during construction and until completion of any correction of defects, or until the issuance of the Final Certificate for Payment, whichever is later. In such cases the Board's instructions to the Contractor shall be forwarded through or in co-operation with the Consultant. The Consultant will have authority to act on behalf of the Board only to the extent provided in the Contract Documents, unless otherwise modified by written agreement.

- 1.3.7 The Owner or Board Designee will not be responsible for and will not have control or charge of construction means, methods, techniques, sequences or procedures, or for safety precautions and programs required for the Work in accordance with the applicable construction safety legislation, other regulations or general construction practice. The Owner or Board Designee will not be responsible for or have control or charge over deficiencies in the Work or for the acts or omissions of the Contractor, the subcontractors or their agents, employees or other persons performing any of the Work.
- 1.3.8 The 'Board Designee' will visit the site at intervals appropriate to the progress of constructions to familiarize himself with the progress and quality of the Work and to determine in general if the Work is proceeding in general conformity with the Contract Documents.
- 1.3.9 Based on the Board Designee's observations and evaluation of the Contractor's application for payment, the 'Board Designee' will determine the amounts owing to the Contractor under the Contract.
- 1.3.10 The 'Board Designee' will be, in the first instance, the interpreter of the requirements of the Contract Documents and shall make findings as to the performance hereunder by both parties to the Contract. Interpretations and decisions of the 'Board Designee' shall be consistent with the intent of the Contract Documents and in making interpretations and findings will not show partiality to either party.
- 1.3.11 Claims, disputes and other matters in question relating to the performance of the Work or the interpretation of the Contract Documents shall be referred initially to the 'Board Designee' in writing for finding or interpretation which will be given in writing within a reasonable time.
- 1.3.11.1 Notwithstanding section 1.3.11, either the Contractor or the Owner may submit the following disputes to construction dispute interim adjudication ("**Interim Adjudication**") as defined in Part II.1 of the Construction Act (Ontario) (hereinafter referred to in these subsections 1.3.11 as the "**Act**"), if applicable:
- 1.3.11.1.1 The valuation of services or materials provided under the Contract.
- 1.3.11.1.2 Payment under the Contract, including in respect of a Change Order, whether approved or not, or a Contemplated Change Order.
- 1.3.11.1.3 Disputes that are the subject of a notice of refusal to pay or non-payment under Article 5 hereof and/or Part I.1. (Prompt Payment) of the Act.
- 1.3.11.1.4 Amounts retained under section 12 (set-off by trustee) or under subsection 17 (3) (lien set-off) of the Act.
- 1.3.11.1.5 Payment of a holdback under section 26.1 (payment of holdback on annual basis) or 26.2 (payment of holdback on phased basis) of the Act.
- 1.3.11.1.6 Non-payment of holdback by the Board under section 27.1 of the Act.
- 1.3.11.1.7 Any other matter that the parties to the Interim Adjudication agree to in writing, or that may be prescribed by the Act.
- 1.3.11.2 An Interim Adjudication shall be conducted in accordance with the Act, the Regulations, and the following requirements:
- 1.3.11.2.1 If the Board or the Contractor wish to refer a dispute to Interim Adjudication, it shall give to the other party, the Consultant, and any other party required by the Act, written notice thereof, including the following:
- 1.3.11.2.1.1 the names and addresses of the parties;
- 1.3.11.2.1.2 the nature and a brief description of the dispute, including details respecting how and when it arose;
- 1.3.11.2.1.3 the nature of the redress sought; and
- 1.3.11.2.1.4 the name of a proposed adjudicator to conduct the Interim Adjudication.
- 1.3.11.3 A party (the "**Responding Party**") who receives from the other party (the "**Initiating Party**") notice of the referral of a dispute to Interim Adjudication, shall respond in writing in accordance with the Act. The Responding Party shall either confirm that the proposed adjudicator is acceptable or propose an alternative adjudicator. If the parties cannot agree to a proposed adjudicator within five (5) days of the delivery of the initial notice of the referral of the dispute to Interim Adjudication, then the parties shall ask the Authority under the Act to appoint one. No later than five days after an adjudicator agrees or is appointed to conduct the Interim Adjudication, the Initiating Party shall provide to the adjudicator a copy of the notice; and provide to the adjudicator and to the Responding Party a copy of the Contract or subcontract and any documents the Initiating Party intends to rely on during the Interim Adjudication.
- 1.3.11.4 The adjudicator agreed upon by the parties (the "**Adjudicator**") shall have the following powers:

- 1.3.11.4.1 Issuing directions respecting the conduct of the Interim Adjudication.
- 1.3.11.4.2 Taking the initiative in ascertaining the relevant facts and law.
- 1.3.11.4.3 Drawing inferences based on the conduct of the parties to Interim Adjudication.
- 1.3.11.4.4 Conducting an on-site inspection of the Work.
- 1.3.11.4.5 Obtaining the assistance of a merchant, accountant, actuary, building contractor, architect, engineer or other person in such a way as the adjudicator considers fit, as is reasonably necessary to enable him or her to determine better any matter of fact in question.
- 1.3.11.4.6 Making a determination in the Interim Adjudication.
- 1.3.11.4.7 Any other power that may be prescribed.
- 1.3.11.5 If the Adjudicator requests an extension of the deadline for the Adjudicator's determination, the parties agree to grant the Adjudicator's request, provided that the deadline is not extended by more than fourteen (14) days.
- 1.3.11.6 The parties agree that a determination by an Adjudicator shall be final and binding on each party and no party to an Interim Adjudication shall attempt to arbitrate, or otherwise contest, the determination through any other process, except in accordance with the Act.
- 1.3.12 The 'Board Designee' will have authority to reject work which does not conform to the requirements of the Contract Documents. The 'Board Designee' will have authority to require special inspection or testing of work whether or not such work will be then fabricated, installed or completed. However, neither the 'Board Designee's authority to act nor any decision made to either exercise or not to exercise such authority shall give rise to any duty or responsibility of the 'Board Designee' to the Contractor, the subcontractors, or their agents, employees or other persons performing any of the Work.
- 1.3.13 The 'Board Designee' will review and take appropriate action upon the Contractor's submittals such as shop drawings, product data, and samples in accordance with the requirements of the Contract Documents.
- 1.3.14 The 'Board Designee' will prepare Contemplated Change Orders, Change Orders, Site Instructions and Change Directives, in accordance with the samples provided in Appendix 'D'.
- 1.3.15 The 'Board Designee' will conduct reviews of the Work to determine the dates of Substantial Performance of the Work and Completion of the Contract,
- 1.3.16 The duties, responsibilities and limitations of authority of the 'Board Designee' as set forth in the Contract Documents will not be modified or extended without the written consent of the Board, the Contractor and the 'Board Designee'.
- 1.3.17 In the event of the termination of the employment of the 'Board Designee', the Board shall immediately re-appoint or appoint another 'Board Designee' to whom the Contractor makes no reasonable objection and whose status under the Contract shall be that of the former 'Board Designee'.
- 1.3.18 Nothing contained in the Contract Documents shall create any contractual relationship between the 'Board Designee' and the Contractor, the subcontractors, the suppliers, or their agents, employees or other persons performing any of the Work.

## 1.4 CONTRACTOR

- 1.4.1 The General Contractor will be responsible to take all necessary steps to protect personnel (workers, visitors, general public, etc.) and property from any harm during the course of the contract.
- 1.4.2 The General Contractor shall comply with, and shall ensure that all subcontractors, suppliers, installers etc. comply with all applicable laws, including without limitation the Federal, Provincial and Municipal Safety Codes and Regulations and the *Occupational Health and Safety Act* (Ontario) and Regulations.
- 1.4.3 The General Contractor will be designated as the "Constructor" as defined by the *Occupational Health and Safety Act* for the duration of the project.
- 1.4.4 The General Contractor shall supply competent personnel to implement safety program and ensure that all subcontractors' comply with the Board's standards, and those of the *Occupational Health and Safety Act*.
- 1.4.5 The Board will provide periodic monitoring to ensure that safety requirements are met, and that safety records are properly kept and maintained. Continued disregard for safety standards can cause the Contract to be cancelled and the General Contractor removed from the site.
- 1.4.6 The General Contractor will report to the Board and Jurisdictional Authorities any accident or incident involving personnel and/or property of the Contractor, Board, or Public, arising from the General Contractor's or any of the

subcontractors' execution of the Work.

- 1.4.7 The General Contractor will include all provisions of this Contract in any agreement with subcontractors, and hold all subcontractors equally responsible for safe work performance.
- 1.4.8 If the General Contractor is responsible for a delay in the progress of the Work due to an infraction of any applicable legislation or the Board's Health and Safety requirements, the Contractor will, without additional cost to the Board, work such overtime, and acquire and use for the execution of the Work such additional labour and equipment as to be necessary, in the sole opinions of the 'Board Designee', to avoid delay in the final completion of the Work or any operations thereof.
- 1.4.9 In the cases of individual contracts with no designated General Contractor, the individual Contractor shall have full responsibility for all items herein listed (Section: 'General Contractor') and as such be deemed the General Contractor for the purposes of these General Conditions with all associated conditions and responsibilities.

## 1.5 SUBCONTRACTORS

- 1.5.1 The Owner reserves the right to let separate contracts in connection with the Project of which the Work is a part, or to do certain work by its own forces.
- 1.5.2 On request of the Owner, the Contractor shall provide to the Owner a complete and firm list of the names and addresses of the subcontractors whom the Contractor will use for the Work.
- 1.5.3 The Contractor shall:
- 1.5.3.1 require the Contractor's subcontractors to perform the Work in accordance with and subject to the terms and conditions of the Contract; and
  - 1.5.3.2 be as fully responsible to the Owner for acts and omissions of the Contractor's subcontractors and of persons directly or indirectly employed by them as the Contractor is for acts and omissions of persons directly employed by the Contractor.
- 1.5.4 The Contractor shall incorporate all the terms and conditions of the Contract necessary for the purpose of performing the Work pursuant to the Contract into all subcontract agreements.
- 1.5.5 Nothing contained in the Contract shall create any contractual relationship between any subcontractor and the Owner.
- 1.5.6 The Owner may for reasonable cause object to the use of a proposed subcontractor and require the Contractor to employ one of the other subcontractors.

## 1.6 TAKING THE WORK OUT OF THE CONTRACTOR'S HANDS

- 1.6.1 The Owner may, without any further authorization or authority, take all or any part of the Work out of the Contractor's hands and may employ such means as it may see fit to complete the Work, including the use of the performance surety when applicable, in any of the following cases, namely:
- 1.6.1.1 where the Contractor has made default or has delayed in commencing or in diligently executing the Work or any portion thereof to the satisfaction of the Owner and the Owner has given notice thereof to the Contractor, and has by such notice required the Contractor to put an end to such default or delay, and such default or delay continues for seven (7) Business Days after such notice was communicated;
  - 1.6.1.2 where the Contractor has made default in the completion of the Work, or any portion thereof, within the time limited for such completion by the Contract;
  - 1.6.1.3 where the Contractor has become insolvent;
  - 1.6.1.4 where the Contractor has committed an act of bankruptcy or has been declared bankrupt or has made an assignment in bankruptcy;
  - 1.6.1.5 where the Contractor has abandoned the Work;
  - 1.6.1.6 where the Contractor has made an assignment of the Contract without the required consent of the Owner;
  - 1.6.1.7 where the Contractor has otherwise failed to observe or perform any of the provisions of the Contract.
- 1.6.2 Where the Work or any part thereof has been taken out of the Contractor's hands under subsection 1.6.1, the Contractor shall not, except as provided in subsection 1.6.3, be entitled to any further payment, including payments then due and payable but not paid and the obligation of the Owner to make payments shall be at an

end, and the Contractor shall be liable upon demand of the Owner to pay to the Owner an amount equal to all loss and damage suffered by the Owner by reason of the non-completion of the Work by the Contractor.

- 1.6.3 Where the Work or any portion thereof has been taken out of the Contractor's hands under subsection 1.6.1 and that portion is subsequently completed by the Surety, or by the Owner, the Owner shall determine the amount, if any, of the holdback and progress claims of the Contractor unpaid at the time of taking the work out of the Contractor's hands that in the Owner's opinion are not required by the Owner for the purposes of the Contract and the Owner may, if it is of the opinion that no financial prejudice to the Owner will result, pay that amount to the Contractor.
- 1.6.4 The taking of the Work, or any portion thereof, out of the Contractor's hands pursuant to subsection 1.6.1 does not operate so as to relieve or discharge the Contractor from any obligations under the Contract or imposed upon the Contractor by law, except the obligation to complete the physical execution of that portion of the Work so taken out of the Contractor's hands.

## 1.7 INDEMNIFICATION CLAIMS

- 1.7.1 The Contractor shall indemnify and hold harmless the Consultant, the Board, and their respective officers, 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, the Contractor's performance of the Contract (hereinafter called "Claims"), provided such Claims are: attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property, and caused by negligent acts or omissions of the Contractor or anyone for whose acts the Contractor may be liable, and made in writing within a period of six (6) years from the date of Substantial Performance of the Work as set out in the Certificate of Substantial Performance of the Work, or within such shorter period as may be prescribed by any limitation statute of the Province of Ontario.
- 1.7.2 The Board expressly waives the right to indemnity for Claims other than those stated above.
- 1.7.3 The Board shall indemnify and hold harmless the Contractor, its agents and employees from and against Claims arising out of the Contractor's performance of the Contract which are attributable to a lack of or defect in title or an alleged lack of or defect in title to the Place of the Work.

## 1.8 LAWS, NOTICES, PERMITS AND FEES

- 1.8.1 The laws, by-laws, ordinances and legal requirements, rules, regulations, codes and orders of the Province of Ontario and the municipality where the Place of Work is situated shall apply to the Work.
- 1.8.2 Except where specifically noted otherwise, the Contractor shall obtain and complete all notices, permits, licenses, certificates and Notice Of Project forms (as required by the Ministry of Labour) and shall pay all fees required to complete the Work.
- 1.8.3 The Contractor shall give all required notices and comply with all laws, ordinances, rules, regulations, codes and orders of all authorities having jurisdiction relating to the Work, to the preservation of the public health and construction safety which are or become in force during the performance of the Work.
- 1.8.4 The Contractor shall not be responsible for verifying that the documents forming part of the Contract are in compliance with the applicable laws, ordinances, rules, regulations and codes relating to the Work and if any part of the Contract is at variance therewith, or changes which require modification to the Contract are made to any of the laws, ordinances, rules, regulations and codes by the authorities having jurisdiction subsequent to the date of bid submission, any resulting change in the cost shall constitute a corresponding change in the Contract Price. The Contractor shall notify the Owner in writing requesting direction immediately if any such variance or change is observed by the Contractor.
- 1.8.5 If the Contractor fails to notify the Owner in writing and obtain its direction as required in subsection 1.8.4 and performs any Work knowing it to be contrary to any laws, by-laws, ordinances, rules, regulations, codes and orders of any authority having jurisdiction, the Contractor shall be responsible for and shall correct any violations thereof and shall bear all costs, expenses and damages attributable to the Contractor's failure to comply with the provisions of such laws, by-laws, ordinances, rules, regulations, codes and orders.

## 1.9 LIEN CLAIMS

- 1.9.1 The Contractor shall employ on the Work only persons who are fully qualified to perform the Work required. The



Contractor shall comply with the provisions of the *Government Contract Wages Act, 2018*, the *Construction Act*, and where applicable, the *Employment Standards Act, 2000*, and any Regulations passed under any of these Statutes. The Contractor shall ensure that all persons employed for the Work are paid not less than the wage rate set forth in the current Province of Ontario Fair Wage Schedule for the municipal location of the Work, and as it may be amended from time to time during the term of the Contract.

## **2. PART 2 PROCEDURAL REQUIREMENTS**

### **2.1 USE OF SITE FACILITIES**

- 2.1.1 The Contractor shall furnish all labour, materials, equipment, transportation, storage, tools, trucks and any other incidentals required to perform the Work.
- 2.1.2 The Owner will not provide storage for the Contractor's tools.
- 2.1.3 The Contractor and the Contractor's personnel shall not use the existing sanitary services.
- 2.1.4 The Owner will permit the Contractor to make use of the water and hydro facilities on the site. The Contractor shall make all necessary temporary connections:
- 2.1.4.1 at the Contractor's expense; and
  - 2.1.4.2 in accordance with all applicable laws, by-laws, ordinances, rules, regulations, codes and orders; and
  - 2.1.4.3 under the directions and approval of the Owner (specifically the appropriate Maintenance Services Supervisor), and,
  - 2.1.4.4 remove all such temporary connections on the completion of the Work and make good all finishes and services to the satisfaction of the Owner, and
  - 2.1.4.5 The Contractor shall assume all liability for and be responsible for loss of or damage to the Contractor's materials or equipment and for any materials delivered to the Contractor from whatever source to the site of the Work.

### **2.2 COMMENCEMENT OF WORK**

- 2.2.1 Upon receipt of the Award Letter or Purchase Order (identified in subsection 1.1.6.7), the Contractor shall immediately contact the Board Designee to arrange prompt commencement of the Work and thereafter the Contractor shall continue the Work until completion and, when applicable, in accordance to a pre-approved construction schedule submitted to the Board prior to the start of the Work.

### **2.3 COMPLETION DATE**

- 2.3.1 The Contractor shall complete the Work within the time specified in the Bid document or as instructed by the Board Designee.

### **2.4 CO-OPERATION**

- 2.4.1 The Contractor shall co-operate with the Owner or whomever the Owner shall designate and arrange for all work to be expedited with the minimum of inconvenience to all parties, and shall report in writing any difficulties encountered in expediting the Work.

### **2.5 SUPERVISOR**

- 2.5.1 The Contractor shall perform the Work in the most efficient manner and in accordance with the directions and to the satisfaction of the Owner.
- 2.5.2 The Contractor shall cause the Work to be performed either under personal supervision or under a competent supervisor/foreman who shall remain in charge until the Work is completed.
- 2.5.3 The supervisor/foreman shall represent the Contractor at the Place of the Work.
- 2.5.4 The Contractor shall provide the PDSB with telephone numbers, cell phone numbers, email addresses and any other applicable contact information for their supervisors, foreman and any applicable administrative staff at the

time of award of any contract bid.

## 2.6 INTERFERENCE

- 2.6.1 The Contractor shall maintain normal building operation and traffic flow, with a minimum of inconvenience to the Board.
- 2.6.2 The Contractor shall ensure that no essential services such as electric power and domestic hot water supply are interrupted for more than one continuous hour, and no longer than three consecutive hours for the heating system during the heating season except with the prior written permission of the Owner.
- 2.6.3 The Contractor shall in every case where an interruption of service is to occur, make prior arrangements with the Owner.

## 2.7 PROTECTION

- 2.7.1 Until the Owner accepts the Work, the Contractor shall:
- 2.7.1.1 provide adequate protection to public and property;
  - 2.7.1.2 protect existing buildings, walls, floors, ceilings, furnishings, equipment, plant materials, lawns and other areas affected by the Work from any damages resulting from performing work on this Contract;
  - 2.7.1.3 protect the Work from damages from any cause;
  - 2.7.1.4 protect and be responsible for all new finished and unfinished Work which is exposed and susceptible to vandalism or theft.

## 2.8 LOCATES FOR UNDERGROUND AND CONCEALED SERVICES

- 2.8.1 The Contractor shall be responsible for the protection of all pipes, ducts, cables, conduits, wires and other services against damage arising from the performance of the Work.
- 2.8.2 The Contractor shall take all the necessary precautions to locate the underground and concealed services prior to the excavation and to protect them from damage. The Contractor shall abide by the current requirements of the 'Guidelines for Excavations' as issued by the Technical Standards and Safety Authority ("TSSA").
- 2.8.3 The Contractor is responsible for making good to the satisfaction of the authorities concerned, any damages to services resulting from the Contractor's performance of the Work, without any additional cost to the Owner.

## 2.9 FASTENING TOOLS

- 2.9.1 Explosive actuated fastening tools shall not be used on PDSB property unless prior written approval is received from both the PDSB Health and Safety Officer and the Board Designee managing the project.
- 2.9.2 When prior approval is received an explosive actuated fastening tool shall conform to and be used in accordance with R.R.O. 1990 Reg. 851, under the *Occupational Health and Safety Act*. The use shall be limited to low velocity powder actuated fastening tools and may only be operated by an operator holding a valid operator's certificate for the device being used.

## 2.10 HOT WORK, FIRE PROTECTION, FIRE ALARMS

- 2.10.1 The Board has in place a Hot Work fire protection program. The Contractor performing hot work on Board property is to follow, and ensure that everyone else for whom the Contractor is responsible in law follows, the protocol required of this program. Hot Work information is located in the Custodian's office at each Board facility.
- 2.10.2 The Contractor shall take all necessary precautions during the performance of the Work to prevent the possibility of fire, including the use of fire resistant sheets to protect adjoining areas, when welding, brazing and performing any operations with an open flame, combustible adhesives or inflammable solvents.
- 2.10.3 The Contractor shall at all times, when welding, brazing, grinding and performing any operations with an open flame, combustible adhesives or inflammable solvents keep a portable fire extinguisher within 3 meters of the operation.
- 2.10.4 The Contractor shall ensure that all rags and waste containing oil, grease or other inflammable materials are

stored in an approved metal container and are removed from the site at the end of each working day.

- 2.10.5 The Contractor shall at all times demonstrate extreme prudence in the case of any real or perceived fire or fire danger by contacting the applicable emergency fire department response number - 911. The Contractor shall be held responsible for any and all damages caused by any fire, smoke and or water damages caused to Board property during the performance of the Work.
- 2.10.6 The Contractor shall be responsible for any and all costs charged by municipal fire departments within the Region of Peel for false alarms generated as a result of Work being performed by the Contractor.

## 2.11 CUTTING AND PATCHING

- 2.11.1 The Contractor shall not undertake any cutting, coring, drilling, grinding or the like of any portion of the building envelope or structural elements, other than those indicated in the Contract without prior written approval of the Owner and in cases where such permission is granted, the Contractor, before commencing to cut any structural member must provide adequate supports and install a structurally acceptable alternate system.

## 2.12 CLEAN-UP

- 2.12.1 At the end of each day's Work, the Contractor shall remove and dispose off-site:
- 2.12.1.1 all debris and hazardous impediments from Work areas and the site,
  - 2.12.1.2 all equipment and material which is not to be re-used for the Work from the site unless stated otherwise in the Contract.

## 2.13 EMERGENCIES

- 2.13.1 The Contractor shall provide to the Board, in writing, the names, addresses and telephone numbers of key personnel of the Contractor to be contacted in the event of an after hours emergency at the building site. The Contractor shall ensure that these numbers are kept current with a contact available at all times for twenty-four (24) hour, seven (7) day per week response.

## 2.14 KEYS

- 2.14.1 All facility keys issued by the PDSB Maintenance Services Department shall remain the property of the PDSB. A minimum twenty four hour notice is required to fill key requests. Any person representing the Contractor authorized to receive PDSB keys must present photo identification prior to receipt of keys. Any person representing the Contractor is required to sign a key file card and this agreement for the keys at the time of pick up.
- 2.14.2 Prior to the issuing of any keys the PDSB Project Manager/Supervisor must provide written notice authorizing the issue of the keys required. This request must be forwarded via email to: [key.master@peelsb.com](mailto:key.master@peelsb.com) at least twenty-four (24) hours in advance.
- 2.14.3 Only PDSB awarded contractors will be issued keys. Keys will not be issued to any subcontractors without written permission from the original awarded Contractor and the written authorization of PDSB Project Manager/Supervisor.
- 2.14.4 Lost or stolen keys must be reported to Maintenance Services Department immediately.
- 2.14.5 Security deposits are required for all keys issued.
- 2.14.6 Each set of facility keys requires a deposit, payable to PDSB by certified cheque, money order in the amount of \$1000.00 per set of keys.
- 2.14.7 Contractors may request keys to a maximum of four (4) sets during a Project Work and/or the term of the Contract award period. Each set requires a deposit of \$1,000.00 for the keys required. Any requirement for sets of keys in excess of four (4) sets may be addressed on a one to one basis with PDSB and the requesting Contractor.
- 2.14.8 Key deposits will be deposited into a bank account by PDSB and refunds of the deposits will be forwarded via mailed cheque or by direct deposit to the Contractor on return of each complete set of keys.
- 2.14.9 Failure to return any key, failure to report any lost or stolen key or misuse of any keys may result in the forfeiture of the deposit and may result in suspension of bidding privileges to the Board for an indeterminate period of time

or until adequate compensation is submitted to remedy any or all rekeying required as a result of this loss. If keys are claimed by the Contractor as lost, all affected Board site(s) shall be recored. If Contractor claims to have found lost keys after Board site(s) have been recored, they will not receive their key deposit(s) back. Contractor use of own lockboxes at any Board site(s) is not permissible and the Board shall not be liable for any loss as a result.

- 2.14.10 The Contractor or any subcontractor shall remain liable to PDSB and shall indemnify PDSB for any direct, indirect, resulting or consequential loss or damage suffered by PDSB as a result of the Contractor or subcontractor's failure to return any key, failure to report any lost or stolen key or misuse of any key by it or its employees.
- 2.14.11 All keys must be returned upon completion of Project Work and/or the end of term of the Contract award period.
- 2.14.12 The signature of the Contractor or subcontractor, is required for all keys issued. By signing, the Contractor acknowledges full responsibility for the keys and the security access afforded by the keys. The Contractor further acknowledges they will be responsible for compensating PDSB for any loss resulting from the misuse of the keys or loss of the keys.

## 2.15 SCHOOL LOCKDOWN PROCEDURE

- 2.15.1 In the event that a school lockdown takes place while a Contractor is on Board property be the Contractor must be aware of the following.  
A lockdown procedure is initiated by the continuous ringing of bells for a thirty (30) second period. All personal should exercise critical judgment to maximize safety for themselves and others.
- 2.15.2 When inside the building:
- Proceed to the nearest room and close the door. If safety permits, lock the door.
  - Lay on the floor away from doors and windows.
  - Remain on the floor until further directions are given.
- 2.15.3 When outside the building:
- Move as far away from the building as possible.
  - Remain outside until the bell is rung once to signal re-entry or until further directions are given.

## 3. PART 3 ADHERENCE TO DRAWINGS AND SPECIFICATIONS

### 3.1 MATERIALS AND WORKMANSHIP – ACCEPTABILITY

- 3.1.1 The Contractor shall ensure that all materials, products, equipment and systems are new and they must be listed in the Canadian Construction Materials Centre's "Evaluation Listing or Evaluation Reports".
- 3.1.2 The Contractor shall give preference to materials, products and equipment of Canadian origin and manufacture.
- 3.1.3 The Contractor shall ensure that all Work is performed by competent mechanics, skilled in the particular trade.  
Only first class workmanship will be accepted, not only with regard to safety, efficiency and durability, but also with regard to neatness and accuracy of detail.
- 3.1.4 The Contractor shall remove all unsatisfactory Work and replace it at the Contractor's expense to the satisfaction of the Owner.
- 3.1.5 If in the opinion of the Owner it is not expedient to correct defective Work or Work not done in accordance with the Contract, the Owner may deduct from the Contract Price the difference in value between the Work as done and that called for by the Contract, the amount of which shall be determined by the Owner.

### 3.2 DEVIATIONS

- 3.2.1 The Contractor shall not make any deviations from the Drawings and Specifications without prior written permission from the Owner and the Contractor shall correct unauthorized deviations at the Contractor's expense.

### 3.3 CONTEMPLATED CHANGE ORDER, CHANGES ORDER, SITE INSTRUCTION, CHANGE DIRECTIVES

- 3.3.1 The Owner, without invalidating the Contract, may make changes by altering, adding to, or deducting from the

Work, with the Contract Price and the completion date being adjusted accordingly.

- 3.3.2 No additional Work shall be done nor shall other changes be made to the Contract without receiving prior written authority from the Owner. This authorization will be advised by means of a written Change Order, Site Instruction or Change Directive.
- 3.3.3 Contemplated Change Order (Sample - APPENDIX 'D'): Any Change Order may be preceded by a 'Contemplated Change Order'. This form is to be utilized when the change to the awarded Scope of Work is contemplated only. The Contractor is to sign and submit a cost for the request for the proposed change on the Contemplated Change Order form. If the change is accepted, a Change Order form is completed – see 'Change Order', item 3.3.4.
- 3.3.4 Change Order (Sample - APPENDIX 'D'): A Change Order is required if:
- the value of each or any change for a single project exceeds \$5,000.00, or ten percent (10%) of the total value of the Project, whichever takes precedence;
  - the change will result in a decrease in the total value of the awarded Work; or,
  - there is a change in the 'as awarded' scheduled completion time of the Contract.
- All changes to the Scope of Work, as identified above, and as awarded to the Contractor, are to be initiated and qualified by a 'Change Order' form. The 'Change Order' form is to be completed with all appropriate details of the change, including a quoted cost. The total value of the change must be indicated on the 'Change Order' form. Prior to a go ahead the 'Change Order' form is to be signed by the Contractor, the Consultant (when applicable), the Board Designee/Project Manager and, when the value of the Change Order exceeds \$5,000.00, the Manager of Maintenance.
- 3.3.5 Site Instruction (Sample - APPENDIX 'D'): A Site Instruction form is to be utilized when a change to the awarded Work is requested. The requested change must not affect the Contract Price. If the Contract Price is affected a Change Order must be completed as per item 3.3.4. Prior to the go ahead the Site Instruction form is to be signed by the Contractor, the Consultant (when applicable) and the Board Designee/Project Manager.
- 3.3.6 Change Directive (Sample - APPENDIX 'D'): A Change Directive will be issued when a contemplated change must be started immediately and before a quotation can reasonably be submitted and approved. The Change Directive must be signed by the Contractor, the Consultant (when applicable) and the Board Designee/Project Manager. A Change Directive is to be issued subsequently and in accordance with standard Change Directive procedures, as per item 3.3.4.
- 3.3.7 Distribution of Copies of Forms:
- White Copy – with the Project File (Maintenance Department)*
  - Yellow Copy – to the Contractor*
  - Pink Copy – to the Consultant*

### 3.4 VALUATION OF CHANGES IN WORK

- 3.4.1 The Owner shall determine the method of valuation of any change in the Work by any one or more of the following methods:
- 3.4.1.1 by estimate and acceptance in a lump sum;
  - 3.4.1.2 by unit prices;
  - 3.4.1.3 by cost and percentage or by cost and a fixed fee.
- 3.4.2 In cases of an addition to the Work to be paid for pursuant to clause 3.4.1.3, the Contractor shall keep and present to the Owner in such form as the Owner may direct a correct account setting out overhead and profit and the net cost of labour and materials. The Owner shall certify the amount including a total sum for overhead and profit not to exceed 15% of the net cost of labour and materials.

### 3.5 SAMPLES OF MATERIALS, TESTING OF MATERIALS

- 3.5.1 The Contractor shall furnish for the approval of the Owner or whomever the Owner designates such samples of materials, tests and designs as required from time to time. The Work must be in accordance with the approved samples, tests and designs.
- 3.5.2 The Contractor shall pay all costs for such samples and tests required by the specifications. If not specified, the cost of such samples and tests will be authorized as an addition to the Contract Price.
- 3.5.3 Any inspections or testing required by the Owner as a result of the defects which were revealed by inspections or

testing carried out in the course of the Contract shall be carried out at the Contractor's expense.

### 3.6 TESTS

3.6.1 The Contractor shall perform and pay for all tests as required by the authorities having jurisdiction and as may be required by the Owner to prove that all systems and equipment are performing as designed.

### 3.7 RECORD DRAWINGS

3.7.1 The Contractor shall:

3.7.1.1 as the job progresses, mark the prints, accurately to indicate all deviations from the Contract Drawings and Shop Drawings;

3.7.1.2 at all times have all updated white prints available for inspection at the site.

3.7.2 The Contractor shall after the Work is completed, transfer, all information to a standard electronic format (two (2) CD copies) taking special care to indicate buried drains, inverts and dimensioned distances from visible reference points such as walls or columns, and shall deliver a copy to the Owner.

## 4. PART 4 ENVIRONMENTAL HEALTH & SAFETY PROTECTION

### 4.1 DESCRIPTION

4.1.1 This section covers the requirement to ensure compliance with the *Environmental Protection Act* (Ontario) and *Occupational Health and Safety Act* (Ontario) during demolition, repairs or construction of projects.

### 4.2 PROTECTION OF THE NATURAL ENVIRONMENT

4.2.1 Contractor shall submit an environmental plan indicating:

4.2.1.1 waste management implementation proposal (if required).

4.2.1.2 a sketch showing areas proposed to be used for construction storage, areas to implement site separation of construction waste including dimensions.

4.2.1.3 location and size of trees within and adjacent to work areas.

### 4.3 SITE REVIEW

4.3.1 The Owner or other authorities having jurisdiction may make periodic site visits during construction.

4.3.2 Contractor shall not begin with Work until environmental requirements are approved by the Owner, Ministry of Environment, or other authorities having jurisdiction.

### 4.4 SITE WORKING AREAS

4.4.1 Contractor shall take all necessary precautions to ensure the safety of the students and staff, including providing, installing and

maintaining all necessary barricades, fences and signs required by the *Occupational Health and Safety Act*.

4.4.1.1 Smoking is not permitted in any PDSB building or on any part of the property.

### 4.5 FIRES

4.5.1 Fires and burning of rubbish on site are not permitted.

### 4.6 DISPOSAL OF WASTES

4.6.1 Contractor shall not bury rubbish and waste materials on site.

4.6.2 Contractor shall not dispose of hazardous waste or volatile materials, such as mineral spirits, oil or paint thinner into

waterways, storm or sanitary sewers.

4.6.2.1 Hazardous Waste must be disposed of by Contractor in accordance with Federal and Provincial statutes, using a licensed waste contractor.

4.6.3 Spray painting is prohibited on Board projects, unless approved in writing by the Owner.

4.6.4 Solvents for cleaning equipment, brushes and rollers are not permitted on Board premises.

4.6.5 Waste Reduction Measures: Contractor shall comply with local regulatory requirements for separating waste that can be Reduced, Reused, or Recycled.

4.6.5.1 Reduction: Contractor shall ensure that manufacturers and suppliers, eliminate over-packaging of materials and equipment and conform with guidelines established by NAPP National Packaging Protocol.

4.6.5.2 Reuse: Reusable materials shall be utilized by Contractor as directed by Owner.

4.6.5.3 Recycling: Contractor shall protect recyclable material from contamination and exposure to elements affecting recycling.

4.6.6 Contractor shall separate recyclable materials on site into the following categories:

4.6.6.1 Wood

4.6.6.2 Metal (ferrous and non-ferrous)

4.6.6.3 Glass

4.6.6.4 Asphalt

4.6.6.5 Concrete

4.6.6.6 Drywall

4.6.7 Contractor shall not mix recyclable materials with other construction wastes and debris.

4.6.8 Contractor shall conform to the *Environmental Protection Act* for disposal requirements of all materials including, but not limited to paint and other solvents, and toxic or hazardous waste.

## 4.7 DRAINAGE

4.7.1 Contractor shall maintain ditches and watercourses for surface water drainage of site and be responsible for any damage due to negligence.

4.7.2 Contractor shall provide temporary drainage and pumping as necessary to keep ditches, watercourses, excavations and site, free from water.

4.7.3 Contractor shall provide appropriate sediment retention measures to ensure sediment, debris or other harmful substances are not pumped into waterways, sewer or drainage systems.

4.7.4 Contractor shall locate stockpiles to satisfaction of the Owner to ensure minimum environmental interference.

## 4.8 POLLUTION CONTROL

4.8.1 Contractor shall maintain temporary erosion and pollution control features installed under this Contract.

4.8.2 Contractor shall control emissions from equipment and plant to local authorities emission requirements.

4.8.3 Contractor shall prevent sandblasting and other extraneous materials from contaminating air beyond application area, by providing temporary enclosures.

4.8.4 Contractor shall cover or wet down dry materials and rubbish to prevent blowing dust and debris, and shall provide dust control for temporary roads.

## 4.9 HEALTH AND SAFETY

### 4.9.1 GENERAL

4.9.1.1 If applicable the Contractor must state under which Regulation of the *Occupational Health & Safety Act*, Construction or Industrial, the Contract will be performed. The Contractor will append a written outline, detailing how the Work will be performed in accordance with the applicable Regulation.

4.9.1.2 The Contractor shall obtain from all subcontractors contracted for the Work written assurances that all employees to be engaged in this Work have received appropriate instruction and training in the performance of the Work to comply with the Regulation under the *Occupational Health & Safety Act*. Copies of such written assurances must be kept in a Health & Safety file on the job site for

periodic inspection by Board or the Board's Architect.

- 4.9.1.3 The Contractor covenants and agrees to comply with all statutory and other legal requirements and obligations including without limitation, the provisions of the *Occupational Health and Safety Act* (Ontario) and all Regulations thereto and all amending and successor legislation, whether performed by either the Contractor, subcontractors, or any other contractor on or in connection with the Work. Without limiting the foregoing, for the purposes of this Contract, the Contractor agrees that it shall be the "Constructor" of the Project within the meaning of the said Act, and as such shall assume all the obligations and responsibilities, and observe all construction safety requirements and procedures, and duties of inspection imposed by the said Act on the "Constructor", as therein defined, for all Work and services performed by the Contractor, subcontractors and other contractors on or in connection with the Work. The Contractor further covenants and agrees that the Board and its existing and former officers, trustees, employees and agents, and their respective heirs, executors, administrators, successors and assigns (hereinafter collectively referred to in this subsection as the "Board") shall be released from any obligations or liabilities otherwise imposed on the Board, or on any of them, pursuant to the said Act in connection with the Work, and that the Contractor shall assume all liability and responsibility in connection with same.
- 4.9.1.4 The Contractor shall ensure that any and all Material Safety Data Sheets are submitted prior to commencing installation and application including the following:
- 4.9.1.4.1 lead-free solder;
  - 4.9.1.4.2 sealants and caulking;
  - 4.9.1.4.3 resilient flooring;
  - 4.9.1.4.4 painting and finishing; and,
  - 4.9.1.4.5 glues and adhesives and any other product which may give off air borne particles after installation
- 4.9.1.5 The Contractor and all of the subcontractors must note that specifically, asbestos and asbestos containing materials, solder for piping containing lead, and painting & coatings containing lead and/or mercury must be excluded from any part of the Work.
- 4.9.1.6 Contractor shall comply with the requirements for all Acts and Regulations with respect to Health and Safety including:
- 4.9.1.6.1 *Occupational Health and Safety Act* and Regulations for Construction Projects;
  - 4.9.1.6.2 Workplace Hazardous Materials Information System (WHMIS) Regulation; and,
  - 4.9.1.6.3 The Board's EH & S Operating Procedures, applicable sections.
- 4.9.1.7 Contractor shall maintain on site a list of all hazardous materials proposed for use on site or the Place of Work including current Materials Safety Data Sheets ("MSDS").
- 4.9.1.8 Contractor shall ensure all hazardous materials used and /or supplied on site are labeled in accordance with WHMIS requirements.
- 4.9.1.9 Contractor shall provide detailed written procedures for safe handling, storage and use of such hazardous materials including clean up and disposal requirements.
- 4.9.1.10 Contractor shall use competent workers trained in accordance with WHMIS requirements.

#### 4.9.2 SAFETY TRAINING REQUIREMENTS

- 4.9.2.1 All workers must be trained as outlined in the General Conditions and bid documents. Training must be current and maintained up to date in accordance with the *Occupational Health and Safety Act* and Board training requirements.
- 4.9.2.2 In accordance with the Contract the Contractor must provide individual certificates confirming proof of training per employee for the training required and as requested within the timeframe indicated. No person shall be employed on a Board site without prior proof of such training.
- 4.9.2.3 Training items may include the following, however total training requirements are only limited by the extent of the type of work performed or equipment used on site:
- 4.9.2.3.1 Ladders and Scaffolds;
  - 4.9.2.3.2 WHMIS;
  - 4.9.2.3.3 Asbestos Awareness;
  - 4.9.2.3.4 Confined Space Entry;
  - 4.9.2.3.5 Hydraulic Personnel Lifts; and,



4.9.2.3.6 Lockout/Tagout Procedures.

#### 4.10 LADDER/SCAFFOLDING

- 4.10.1 It is expected that the Contractor provide and erect all ladders, work platforms and scaffolding which conforms to:
- 4.10.1.1 The *Occupational Health and Safety Act* and Regulations and
  - 4.10.1.2 The PDSB – Operational Procedures-Health and Safety in Board Facilities-Section 2.1.2 -Scaffolds and Hydraulic Personnel Lifts.

#### 4.11 ASBESTOS

- 4.11.1 Contractor shall comply with the requirements of Regulation respecting asbestos on Construction Projects and in Buildings and Repair Operations (O. Reg. 278/05) - made under the *Occupational Health and Safety Act*.
- 4.11.2 Contractor shall comply with the requirements of the Peel District School Board's "Asbestos Management Program", details of which are to be a part of this document. An inventory of suspected and confirmed asbestos present in buildings is available online through the Hazardous Materials Inventory System (HMIS). The coordinator of the asbestos project shall provide the Contractor with details of the asbestos survey indicating the location of any asbestos. (Ref: The PDSB –Operational Procedures-Health and Safety in Board Facilities-Section 2.2.1-Asbestos Management Program).
- 4.11.3 While performing Work in Peel District School Board buildings the Contractor may encounter asbestos containing materials in various forms. Such materials shall not be disturbed.
- 4.11.3.1 In the event that the service request in this document entails an adjustment or alteration to the fabric of PDSB building (i.e.: removal of ceiling tiles, removing floor tile, drilling holes; etc.) then the following General Conditions apply:
- 4.11.3.1.1 Any alteration, repair and/or removal of asbestos containing materials shall be carried out in accordance with:
    - 4.11.3.1.2 Regulation respecting Asbestos on Construction Projects and in Building and Repair Operations (O. Reg. 278/05) - made under the *Occupational Health and Safety Act*.
    - 4.11.3.1.3 When encountering documented or suspected asbestos containing materials which may have to be disturbed to accommodate the contracted Work, the Contractor shall stop work immediately and notify the project Board Designee immediately who will give further direction.
    - 4.11.3.1.4 If any friable material is encountered during the course of the Work which was not referred to in the Contract Documents the Contractor shall forthwith report the discovery orally and in writing to the Board Designee in charge of the Work.
    - 4.11.3.1.5 No Work which may disturb the material shall be carried out until it is determined if it is asbestos.
    - 4.11.3.1.6 Failure to comply with any of the above 'Environmental Health and Safety Protection' and specifically any violation of the provisions of the Health and Safety, Ladders/scaffolds/ and Asbestos sections, will result in immediate termination of all contracts by the Owner, removal of the Contractor as an eligible vendor to the Board, notification to the Ministry of Labour and possible legal action.

#### 4.12 POLYCHLORINATED BIPHENYL (PCB)

- 4.12.1 Contractor shall conform to the *Environmental Protection Act* and Regulations, as amended pertaining to the handling, storage and removal of PCBs.
- 4.12.2 Comply with the PDSB PCB Policies and Procedures.

**5. PART 5 INVOICING, PAYMENT AND WARRANTY****5.1 INVOICING**

5.1.1 Unless otherwise instructed, original Invoices for completed work, shall be submitted to:  
**(For contracts awarded in excess of \$50,000.00 see item 5.2 – Certificate of Payment)**

Peel District School Board  
933 Central Parkway  
Mississauga, Ontario, L5C 2T9  
Attn: Maintenance Services Supervisor: (i.e.: Department: Electrical, Mechanical, Structural, PM)  
Indicate the applicable PDSB Supervisors name.

5.1.2 Invoices are to be charged to “Peel District School Board” and to be a “Proper Invoice” must include, as applicable, the following:

- 5.1.2.1 Purchase Order / Blanket Order number(s) and amount payable;
- 5.1.2.2 Work Order Number;
- 5.1.2.3 Date of invoice;
- 5.1.2.4 Service location / School Name(s) and the period in which services or materials were supplied;
- 5.1.2.5 Hourly rate (as and where applicable from bid award);
- 5.1.2.6 Total number of hours per tradesman or worker with appropriate rate for each on each job;
- 5.1.2.7 Work description, including a description of the services or materials supplied and how the work was authorized;
- 5.1.2.8 Breakdown of materials supplied by Contractor (provide copies of backup invoicing when requested);
- 5.1.2.9 Cost Plus Markup percentage for materials supplied;
- 5.1.2.10 Indicate all taxes separately;
- 5.1.2.11 Applicable subcontracting invoices and charges including applicable cost plus percentage (%);
- 5.1.2.12 The contact information of the payment administrator; and,
- 5.1.2.13 Any other prescribed information required by applicable construction lien legislation.

***FAILURE TO MEET THE REQUIREMENTS OF A PROPER INVOICE AND TO INDICATE ANY OF THE INFORMATION INDICATED ABOVE MAY RESULT IN THE RETURN OF INVOICE AND DELAY OF PAYMENT. ANY CORRECTED INVOICE(S) RECEIVED WILL BE DATE STAMPED ON THE DATE OF RECEIPT. PAYMENT TERMS ARE EFFECTIVE FROM THE DATE OF RECEIPT.***

5.1.3 Terms of payment are applicable from the date any Proper Invoice is date stamped as received by the Board.

**5.2 PAYMENT, HOLDBACKS AND CERTIFICATE OF PAYMENT**

5.2.1 For the purpose of the Construction Act (Ontario) (hereinafter referred to in these subsections as the “Act”), the Payment Certifier shall be the Owner, or any person the Owner may designate from time to time and as required by the Act, the Payment Certifier shall:

- 5.2.1.1 determine and certify Substantial Performance, as defined in the Act; and
- 5.2.1.2 determine Completion, as defined in the Act.

5.2.2 The Owner will make payments to the Contractor within twenty-eight (28) days of the receipt of the Proper Invoice as follows:

- 5.2.2.1 Ninety percent (90%) of the invoiced amounts by the Contractor to the Owner or Board Designee prior to Substantial Performance shall be submitted monthly for labour, material and services incorporated in the Work to the satisfaction of the Payment Certifier or delivered to the site and supported by such evidence of correctness as the Payment Certifier may require, unless, within thirteen (13) days of the receipt of the Proper Invoice by the Payment Certifier, it provides notice to the Contractor in the prescribed form that it refuses to pay all or a portion of the amount requested in the Proper Invoice;
- 5.2.2.2 The remaining ten percent (10%) of the amounts invoiced prior to Substantial Performance and held back

pursuant to the Act, within a reasonable time after the expiration of the applicable lien period following the date of publication of the Certificate of Substantial Performance if there are no claims outstanding pursuant to the Act, and if the Work performed is to the satisfaction of the Payment Certifier;

5.2.2.3 any further amount due under the Contract upon completion of the Contract to the satisfaction of the Payment Certifier, subject to any holdback for deficiencies and as required by the Act.

5.2.3 Where applicable the Contractor shall obtain an inspection certificate for any installation which is part of the Work from the Federal, Provincial or Municipal Authority responsible for the issuance thereof and shall deliver such certification to the Owner before receiving final payment.

5.2.4 All progress payments shall be initiated by the Contractor and verified by the Payment Certifier. All progress payments shall be accompanied by a current and valid WSIB Certificate of Clearance. The Contractor shall arrange to meet with the Payment Certifier on site to verify the completed Work. Within 24 hours of receipt of the Proper Invoice the Payment Certifier will complete a 'Certificate of Payment' (APPENDIX "A") and forward the Certificate and the invoice to:

Peel District School Board

Maintenance Services Department

933 Central Parkway W., Mississauga, Ontario L5C 2T9

Attn: Maintenance Services Supervisor: (i.e.: Department: Electrical, Mechanical, Structural, PM)

Please indicate the applicable Supervisors name.

### 5.3 CERTIFICATE OF SUBSTANTIAL PERFORMANCE AND EVIDENCE OF PUBLICATION

5.3.1 At ninety-seven percent (97%) Project completion, and if the Owner requests, when the Contractor receives a Certificate of Substantial Performance from the Board containing the information required by the applicable construction lien legislation, the Contractor shall provide the Owner with evidence of publication (including name of paper, date of publication, etc.) of the Certificate of Substantial Performance.

### 5.4 STATUTORY DECLARATION

5.4.1 If the Owner requests, submit with the final invoice a completed 'Statutory Declaration' (Sample - APPENDIX 'G') Failure to provide the Statutory Declaration when requested will result in the delay of any outstanding payments for Work completed, holdbacks and release of any Performance Surety(s) until such documentation is provided.

### 5.5 TAX CHANGES

5.5.1 In the event of any change in any applicable tax made public after the date of bid closing, the Contract Price shall be adjusted by an amount equal to the increase or decrease in the cost of the Work to the Contractor brought about by the change in such tax.

### 5.6 NO ADDITIONAL PAYMENT FOR INCREASED COSTS

5.6.1 The amount payable to the Contractor under the Contract will not be increased or decreased by reason of any increase or decrease in the cost of the Work brought about by any increase or decrease in the cost of plant equipment, labour, materials or the wage rates set out and prescribed within the bid.

### 5.7 WARRANTY

5.7.1 The Contractor shall warrant the Work covering both labour and material for a period of one (1) year (except where noted otherwise) from the date of substantial completion to the satisfaction of the Owner and extend the warranty on replaced parts and workmanship for a period of one (1) year from the date of acceptance of the replacement parts and workmanship. Contractor shall supply all labour, materials, tools and equipment to repair and/or replace any work judged defective by the Board Designee and/or Consultant, and any other Work damaged due to faulty or defective Work, at no additional cost during the term of the warranty.

5.7.2 The warranty given pursuant to this section shall not limit extended warranties on any items of equipment or

material called for elsewhere in the Specifications.

5.7.3 The Contractor shall, to the extent permitted by manufacturers and suppliers, assign to the Owner the benefit of any warranty by any manufacturer or supplier in addition to the warranty as provided in subsection 5.6.1.

## 5.8 CASH ALLOWANCES AND CONTINGENCIES

5.8.1 When the bid document requests cash allowances and contingencies they are not to be subject to any mark-up or cost plus percentages.

## 6. PART 6 MISCELLANEOUS GENERAL CONDITIONS

### 6.1 SAFETY

6.1.1 The Contractor shall follow all local Provincial and Federal laws, regulations, by-laws, codes, etc., relating to public health and public safety. Keep in mind that a piece of mechanical construction equipment, as well as any Work carried out within the building or on the premises, provides a fascinating attraction for the students.

6.1.2 The PDSB reserves the right to cancel the Contract for non-compliance with Health and Safety regulations.

### 6.2 OPERATION OF VEHICLES

6.2.1 Extreme caution must be observed at all times by the operators of vehicles on school property.

6.2.2 Vehicles shall not be driven on school property at a speed in excess of 8 kilometers/per hour.

6.2.3 No vehicles will be permitted on school playground areas when students are present, except with prior permission of the school Principal or designate. The Principal, or designate, must then ensure that adequate supervision is supplied to provide safety for the students. When summer school or summer playground is in operation, similar arrangements will be made with the person in charge of students.

6.2.4 When backing up on school property drivers of vehicles shall have a responsible person watch for students to ensure the path of the vehicle is clear. When schools are occupied all vehicles must be equipped with a backup alarm signal.

6.2.5 When moving any vehicle on school property areas with an aerial lift device or other such height protruding encumbrance on the vehicle the driver of the vehicle shall have a responsible person watch for students and other board physical property to ensure the path of the vehicle is clear. Any damage caused to PDSB property by the failure to ensure all precautions are taken shall be the sole responsibility of the Contractor.

6.2.6 Snow plowing or blowing shall not be carried out on regular school days between 8:00 a.m. and 6:00 p.m. without the permission of the school Principal or designate.

6.2.7 Operators of vehicles performing site Work on regular school days, e.g. grass cutting, fertilizing, grading, seeding, etc. must observe the following rules:

6.2.7.1 Inform school Principal that Work is being carried out at the school;

6.2.7.2 Stop tractor or other vehicle during recess or noon hour;

6.2.7.3 Never leave tractor or other vehicle unattended while running or with the ignition key in place;

6.2.7.4 Leave all hydraulic equipment in the "down" position when tractor or other vehicle is left unattended; and,

6.2.7.5 Vehicles left overnight on school property shall be deactivated by the removal of an ignition component.

### 6.3 SCHEDULE OF WORK

6.3.1 In general, all interior Work, in teaching areas, must be carried out after regular school hours unless otherwise specified. The Contractor must include in the bid all costs for any overtime Work which may be necessary to complete the Work by the date specified.

6.3.2 All exterior Work which will affect the free access to the site and/or building must have the approval of the school and the Board.

### 6.4 DEMOLITION

- 6.4.1 The major items of demolition and alteration are shown on drawings, and the Contractor shall be responsible for the coordination of the entire Work.
- 6.4.2 No existing footings, foundations, pipes, electrical conduit and wiring shall be undermined or otherwise damaged or endangered by digging, cutting or any other operation in the performance of the Work of this Contract. Any existing Work so affected shall be immediately repaired and made good to the satisfaction of the PDSB.
- 6.4.3 All existing water, gas, electric and other services in areas being altered which are effected by the changes shall be cut off, capped, diverted or removed by the Contractor as required, or as directed. Active services to the existing school shall be protected and maintained without interruption during school hours. Any temporarily removed services, equipment, etc., shall be reinstalled by the Contractor.
- 6.4.4 It is essential that the existing building be maintained weather tight at all times, therefore the Contractor shall furnish all temporary protection, enclosures, tarpaulins, etc., as may be required to weatherproof any openings made in the Work.
- 6.4.5 The Contractor shall ensure that all existing and remaining Work, such as floors, finishes, trim, etc., are protected.
- 6.4.6 All debris, rubbish, etc., resulting from demolition shall be removed from the building site.
- 6.4.7 Doors, frames and other items of equipment or finishes which are scheduled to be re-used or relocated shall be carefully removed and/or dismantled and kept safe.
- 6.4.8 All new Work, altered Work and finishes are to be made good to match subject to the approval of the PDSB.
- 6.4.9 Cuts into existing fire rated ceiling or in other fire rated construction shall be made good to retain original fire rating. Provide additional fire proofing as required to maintain structural protection.
- 6.4.10 Where existing equipment, fixtures or fitments are to be removed and reveal openings, cuts, unfinished surfaces, the Contractor shall make good such deficiencies using matching materials and finishes.
- 6.4.11 Items or finishes scheduled to be reused or relocated shall be repaired or altered if necessary to suit the new location.
- 6.4.12 No excavations shall be undertaken without first obtaining proper stake-out of underground utility services.
- 6.4.13 No interior or exterior work shall be undertaken that would result in the blocking of entrance/exit doors. No equipment such as running machinery, hot kettles for roofing Work etc. shall be located near entrance or exits.
- 6.4.14 No overhead Work shall be performed in occupied areas without prior approval of the Principal. This shall apply to all roofing Work with the exception of minor leak-finding or small patching operations which do not require mechanical tools and large amount of materials stored etc.

## **6.5 DELAYS**

- 6.5.1 If the Contractor is delayed in the completion of the Work by any act of neglect of the Board or of any employee of the Board, or by any other Contractor employed by the Board or by changes ordered in the Work, or by strikes, lockouts, fire, unusual delay by common carriers, or unavoidable casualties, or by any other cause of any kind whatsoever beyond the Contractor's control, or by any cause within the Contractor's control which the Board may decide as justifying the delay, then the time of completion will be extended for such reasonable time as the Board may decide.

## **6.6 IDENTIFICATION GENERAL**

- 6.6.1 Identification cards must be worn at all times while workers are in any PDSB building.
- 6.6.2 The Contractor shall adhere to all parts of the security provisions as set out in Section: 7.14 "Maintenance Security Identification Badges".

## **6.7 OCCUPANCY AND USE OF PREMISES**

- 6.7.1 The Contractor and all subcontractors are expected to understand that some areas of the existing building remain occupied during the Work and that the Work is to be executed in such a manner as to provide the minimum interference with the use of the existing premises by the occupants and the maximum safety of the occupants during the Work. The Contractor and all subcontractors shall take reasonable measures for the control of noise during operations while the building is in use.

- 6.7.2 Whenever the Contractor enters any area of the existing premises to carry out the Work, obstruct, or take out of use any area of the existing building, the Contractor should request a meeting with the Board in order to reach agreement as to the time and the length of time that will be required to construct or remove from use any such area.
- 6.7.3 The Contractor shall not store any materials or equipment in the boiler rooms, mechanical rooms, transformer vault, or other non-designated storage areas.
- 6.7.4 A room may be designated for storage of materials and equipment. The Contractor shall keep the room neat and clean at all times, under lock and key and surrounding surfaces protected against damage. The Contractor shall provide a CO2 fire extinguisher of minimum 9 kg (20 lbs.) capacity in this room while area is used for storage.
- 6.7.5 The Contractor may be requested, from time to time, to suspend noisy or otherwise objectionable operations during certain functions, should such operations cause undue interference with the said functions. The Contractor will be expected to extend the fullest co-operation and courtesy in such cases. While every effort will be made by the Board to keep the Contractor informed by function well in advance, it must be recognized that some functions, by their very nature, are unexpected and cannot be predicted or avoided.

## 6.8 LOCATION OF APPARATUS

- 6.8.1 The location of apparatus, fixtures, outlets, etc., shown or specified will be considered as only approximate. The actual location shall be as directed and as required to suit the conditions at the time of installation. Before installation, the Contractor shall consult the Board and ascertain the actual location required.

## 6.9 INSPECTION OF WORK

- 6.9.1 The Board shall have access, at all times to the Work wherever it is in preparation or progress. The Contractor shall provide safe and proper facilities for such access and for inspection.
- 6.9.2 The undertaking of periodic inspections by the Board shall not be construed as supervision of actual construction, nor make the Board contractors or employees of the Contractor or of suppliers or subcontractors or responsible for supervision of access, visits, use, work travel or occupancy by any person.
- 6.9.3 It is expected that the Contractor, using skill and knowledge, shall perform the Work without the direct supervision of the Board Designee. The Board Designee will however periodically inspect the performance of the Contractor to ensure the quality of the Work, adherence to the applicable standards and specifications, and review the efficiency of the Contractor's performance in view of the time consumed to perform the Work. Such evaluations shall be recorded in accordance with but not limited to the 'Contractor Performance Evaluation', item 7.7.

## 6.10 CONTRACTOR'S LIABILITY INSURANCE

- 6.10.1 The Contractor shall be liable and shall indemnify and save harmless the Board, its employees and authorized agents of and from all manner of actions, causes of actions, claims, demands, damages, losses and expenses which the Board, its officers, employees and authorized agents may, at any time, incur or suffer as a result of or arising out of any loss or injury to:
- 6.10.1.1 the existing structures, grounds or asphalted areas and property belonging to or in the custody of the Board, including the loss of use thereof;
  - 6.10.1.2 tools and equipment and other property of the Contractor or the subcontractors and their employees;
  - 6.10.1.3 all persons including the officers, employees and authorized agents of the Board, the Contractor and subcontractors including the death of such persons; and,
  - 6.10.1.4 any other structures and property including loss of use thereof, other than those referred to above.
- 6.10.2 The Contractor must provide proof of carrying insurance in accordance with the Contract Documents.

## 7. PART 7 CONTRACTORS

### 7.1 GENERAL

7.1.1 The provisions of this section are requirements for all contractors working on Board property.

## 7.2 MATERIALS

7.2.1 In general all materials for the Work will be supplied by the PDSB. These materials may be available from inventory on hand or by special purchase for a particular project.

7.2.2 The Contractor will receive specific instructions for the purchase of such materials. No substitute will be accepted unless prior approval has been obtained from the Board Designee in writing.

7.2.3 Any materials which are to be supplied by the Contractor as requested by the Board Designee shall be new, designed and manufactured for the intended purpose, free from all defects in workmanship and material. Materials replacing existing must be equal to or better than the original installed in both quality and performance. No reduction in the overall performance of the equipment will be acceptable without written approval of the Board Designee. Any materials not conforming to the above criteria will be rejected.

## 7.3 CONTRACTORS QUALIFICATION

7.3.1 All Work shall be performed by competent and skilled trades person, certified and licensed by the Province of Ontario. Apprentices etc. shall not be permitted to work on Board sites except by prior written approval from the appropriate Board Designee and then only with the direct on site Supervision by a licensed trades person.

7.3.2 If requested, the Contractor shall supply to the Board copies of appropriate licensing and proof of applicable required training for each trades person or staff member who is to work on a Board site. Notification of changes and prior approval of additional trade staff must be submitted to the Board Designee (complete with applicable documents as above) for approval prior to any additional workers attending a Board site.

7.3.3 If requested, the Contractors must submit with their bid submission a copy of the trade license etc. as above, for the person(s) which are assigned to perform the Work as stipulated within.

7.3.4 All certified licensed trades employed by the Contractor must be licensed to work in the Municipalities of the Peel Region. The Contractor must be licensed to operate as a contractor in the Municipalities of the Peel Region, in the specific field for which they are employed by the Board (i.e. electrical contracting etc.).

7.3.5 Contractors must be available for training on PDSB equipment.

7.3.6 When applicable, Contractors must supply one fully stocked and equipped service truck for each licensed trades person working on Board sites (complete with the necessary tools, typical materials and all required ladders) identified as per the Contractor's Licensing Requirements, and approved by the Board (Board Designee). Prior approval must be obtained from the Board Designee if there is to be any deviation from this requirement.

7.3.7 Ladders provided must be in accordance with Section 'Ladders and Scaffolding' in the General Conditions.

7.3.8 The use of PDSB equipment (ladders/scaffolds etc.) is restricted and as such the Contractor must have the prior written approval from the appropriate Board Designee and be certified as trained prior to use.

7.3.9 If requested, Contractors are to supply a list of all vehicles and equipment owned and a brief description of the type of work that can be completed by/with this equipment including the hourly rate for this type of equipment.

## 7.4 SUB-CONTRACTING

7.4.1 Subcontracting is not permitted unless approved by the Board Designee. In addition the selection of subcontractors and applicable labour rates shall be subject to approval by the Board Designee.

7.4.2 The Contractor shall be fully responsible for the Work performed by a subcontractor all conditions of the specifications and the Contract Documents shall apply.

## 7.5 WORK PERFORMANCE

7.5.1 Work performed under this Contract shall be assigned by the Maintenance Supervisor based on Maintenance Work Orders. The description on the Work Order and verbal instructions from the Maintenance Supervisor shall serve as the Scope of Work.

7.5.2 It is expected that the Contractor, based on the Contractor's competence and trades experience will assess the on

site repair requirements and perform the Work in a safe, efficient, neat and proper manner, confirming to the latest rulings, regulations and definitions set out by the Board Safety Procedures, the Ontario Electrical Safety Code, the Ontario Building Code, *Occupational Health and Safety Act* and any other code or regulation of the authorities having jurisdiction over the Work.

7.5.3 The Contractor will be expected to ensure that the Work involved in each site is executed in an expedient manner and that no time will a site be left without equipment being fully operational without the knowledge and prior approval of the Maintenance Supervisor.

7.5.4 The Contractor shall be totally responsible for: damage or injury to the Contractor's Work; for any damage to equipment and contents which may occur during the Work; and where such damages result from improper or inappropriate use or operation of equipment or materials of any kind from neglect, carelessness, incompetent acts, faults or omissions by the Contractor.

## 7.6 INSPECTION

7.6.1 It is expected that the Contractor, using the Contractor's skill and knowledge will perform the Work without the direct supervision of the Board Designee. The Board Designee will periodically inspect the performance of the Contractor to ensure the quality of the Work, adherence to the applicable standards and review the efficiency of the Contractor's performance in view of the time consumed to perform the Work. Such evaluations shall be recorded in accordance with, but not limited to, the 'Contractor Performance Evaluation', item 7.7.

## 7.7 CONTRACTOR PERFORMANCE, REJECTION OF WORK AND PERFORMANCE EVALUATION

7.7.1 All Work is to be completed in a prompt, professional manner by skilled and licensed employees or other persons for whom the Contractor is responsible for in law in accordance with the directions of the PDSB.

The Board may complete a Contractor Performance Evaluation to review the performance of Work completed under any award. Such evaluations shall be recorded in accordance with, but not limited to, the 'Contractor Performance Evaluation', APPENDIX 'C'. The Board may, at its sole and unfettered discretion, complete and utilize this Contractor Performance Evaluation to initiate disciplinary action against a Contractor, which may include, but not be limited to, suspension of bidding privileges by the Contractor to the Board, for an indeterminate period of time. Work rejected by the PDSB or otherwise deemed unacceptable will be reviewed by the PDSB with the Contractor. The Contractor(s) will be requested to address the issues identified. Failure to rectify the identified issues may result in disciplinary action up to and including the termination of the Contract. All decisions shall be at the final discretion of the PDSB.

## 7.8 PERMITS, FEES, AND CERTIFICATES

7.8.1 Except where indicated in an individual contract, bid document or specification it shall be the sole responsibility of the Contractor to prepare all necessary documentation, pay all fees, give all notices for inspections, obtain and furnish all permits and certificates evidencing that the installed Work conforms to all regulations of the governmental authorities having jurisdiction in the area of the Work. The Contractor shall also forward all such certificates or documentation of Inspection/Approval/Certification to the Board Designee before the final acceptance.

## 7.9 SITE PROTECTION

7.9.1 The Contractor shall protect adjacent areas, furnishing, equipment and surfaces to avoid any damages. Any damages shall be made good with new materials as match the existing work in quality and workmanship to the approval of the Board Designee at no extra cost to the PDSB. The Contractor shall provide warning and caution signs as required.

7.9.2 The Contractor shall take every precaution to protect the site from damage by equipment.(i.e.: in all areas, both grounds and asphalt). The Contractor shall notify the Maintenance Services Board Designee of an area of



potential site damage prior to Work proceeding. It shall then be the exclusive right of the Maintenance Services Board Designee to approve the suitability of proceeding or using alternate methods to complete the Work. If no such prior notification or approval has been received the Contractor shall be held liable for all site restoration costs. The restoration shall be undertaken by and be to the satisfaction of by the Maintenance Services Board Designee and all cost borne by the Contractor.

## 7.10 SITE CONDITIONS

- 7.10.1 The Contractor's operations on PDSB property shall be in accordance with the PDSB standards and policies.
- 7.10.2 Upon arrival at a school, the Contractor shall report first to the main office wearing a Board Maintenance Services Identification Badge, sign in, wear additional identification as requested by the school administration, state the Contractor's company's name and the purpose of the Contractor's visit. The Contractor shall arrange to have a custodian take the Contractor to the Work site, and the Contractor shall sign out, upon completion of work or when leaving site.
- 7.10.3 All Contractor's and employees must report on site in a neat, well groomed manner dressed in apparel suitable for the task being performed (suitable work wear clothing with PPE including Hi-Vis vest). Workers on site wearing apparel which is not to the approval of the Board Designee will be requested to leave the site and may not return to a PDSB site until approved by the Board Designee. CSA hard hats are considered acceptable attire.
- 7.10.4 The Contractor shall not perform any Work which may interfere with the school operation unless the Contractor has the Principal's approval.
- 7.10.5 Only approved Hourly Rated Contract Staff may use the Facilities of existing Staff sanitary services.
- 7.10.6 The Contractor shall do only the Work as outlined in the Work Order request as instructed or approved by the appropriate Board Designee
- 7.10.7 The Contractor shall not leave the Contractor's vehicle in a fire route. If the Contractor's vehicle is parked unattended, the Contractor shall turn off the engine, and keep windows and doors closed and locked. The PDSB shall not be responsible for any loss, damage, theft etc. of the Contractor's, or the Contractor's employees personal belongings, tools and/or materials.

## 7.11 WORK ORDERS AND SCHEDULE

- 7.11.1 The Contractor's hours of work will depend upon the number and nature of Work Orders received at Maintenance Services which will be assigned to the Contract.  
The Contractor, based on the Contractor's competence and trades experience, will assess the onsite repair requirements and perform the Work in a safe, efficient, neat and proper manner, conforming to the latest rulings, regulations and definitions set out by the Provincial codes, Ontario Building Codes, *Occupational Health and Safety Act* and any other code or regulation of the authorities having jurisdiction over the Work. Consultation with other Board representatives at the facility site may be required in order to ascertain the full scope of work initiated by the Work Order.  
Contractors will be required to complete Work Orders as assigned based on their hourly awarded rate, plus costs of materials/overhead and profit (when required).  
Work Orders are to be picked up at the Maintenance Services office and/or in accordance with the Maintenance Services Supervisor's or Board Designee's direction and/or will be phoned, faxed/e- mailed, digitally downloaded or otherwise forwarded to the Contractor.
- 7.11.2 The regular work day shall be from 6:00 a.m. to 6:00 p.m. The Contractor shall be available for twenty-four (24) hour emergency service, seven (7) days per week. Work Orders are classified as EMERGENCY, URGENT, MEDIUM or ROUTINE and are to be picked up at Maintenance Services at 933 Central Pkwy and/or in accordance with the Board Designee instructions.
- 7.11.3 Contractor response Time To Work Orders:  
**EMERGENCY WORK ORDERS** require an immediate response. Onsite repair is required to commence within two (2) hours of notification. If repair cannot be commenced and completed within two (2) hours the Board Supervisor or Designee is to be advised of status and reason for delay.  
**URGENT WORK ORDERS** require a response within forty-eight (48) hours. Onsite repair is required to

commence within forty-eight (48) hours. If repair cannot be commenced or completed within forty-eight (48) hours the Board Supervisor or Designee is to be advised of status and reason for delay.

**MEDIUM WORK ORDERS** require a response within fifteen (15) days. Onsite repair is required to commence within fifteen (15) days. If repair cannot be commenced or completed within fifteen (15) days the Board Supervisor or Designee is to be advised of status and reason for delay.

**ROUTINE WORK ORDERS** require a response within forty-five (45) days. Onsite repair is required to commence within forty-five (45) days. If repair cannot be commenced or completed within forty-five (45) days the Board Supervisor or Designee is to be advised of status and reason for delay.

Failure of the Contractor to complete the assigned Work Orders within the time periods indicated, or to advise the Board Supervisor or Designee of the reason for the delay in completion of the assigned Work Order(s), may result in the removal of the Contractor from the assigned Work Order. Further, if delays in completion continue the Contractor may be restricted to the quantity of Work Orders that can be completed within the required time frame.

- 7.11.4 The Contractor is expected to maintain sufficient qualified staff to respond to the Work Orders in the time frames required.
- 7.11.5 The Board reserves the right to reassign any work, as and when may be required and to a Contractor of the Board's choice, in order to maintain the levels of service requested and required by the PDSB.

## 7.12 COMMUNICATION

- 7.12.1 It is expected that the Contractor communicate with the Board Designee on a regular basis while performing Work for the PDSB.
- 7.12.2 The Contractor shall contact the Board Designee immediately if any of the following occurs:
- 7.12.2.1 Work Order description does not match actual repair.
  - 7.12.2.2 Unable to perform Work for any reason.
  - 7.12.2.3 Emergency situations.
  - 7.12.2.4 On-site staff requesting extra Work.
- 7.12.3 The Contractor must maintain a staffed office during normal working hours or, as a minimum requirement, demonstrate the ability to respond to requests for service by other electronic means capable of providing an immediate response, in accordance with the requirements for Emergency Work Orders.

## 7.13 MAINTENANCE SECURITY IDENTIFICATION BADGES

- 7.13.1 Prior to commencing work on Board property all contracted employers and employees must obtain a personal photo ID Maintenance Services identification badge. On award, Contractors are to provide to Maintenance Services in writing, on company letterhead, a list of all employees who require ID badges.
- 7.13.2 Any request for badges for new or additional employees must also be made in writing on company letterhead and submitted to Maintenance Services.
- 7.13.3 An appointment for badges should be made twenty-four (24) hours in advance at: 905-270-4310. The person requesting the badge must show up in person and provide acceptable identification (i.e.: driver's license).
- 7.13.4 Badges are obtained from:
- Peel District School Board
  - Maintenance Services 933
  - Central Parkway, West
  - Mississauga L5C 2T9
- 7.13.5 Badges are to be worn by contracted staff at all times while on Board property.
- 7.13.6 Badges are personal identification and as such are not to be worn by any employee other than the employee for whom it was were issued.
- 7.13.7 Lost and/or missing badges must be reported in writing within twenty-four (24) hours to the Maintenance Services offices.
- 7.13.8 It shall be the responsibility of the Contractor to ensure that if an individual is no longer in the employ of a Contractor that the Identification Badge is returned to Maintenance Services within seventy-two (72) hours of the termination of employment.

7.13.9 Photo ID badges will be valid for the term of the Contract period. It is the responsibility of the Contractors to ensure that all badges are maintained and renewed when necessary to be within the expiry date. Failure of the Contractor to maintain and present valid Photo ID badges while on Board property will result in the cardholder being asked to leave Board property until a valid photo card is presented.

## 7.14 INVOICING

7.14.1 Invoices for completed hourly rate work, shall be submitted to:

Peel District School Board  
Maintenance Services Office  
933 Central Parkway West  
Mississauga, Ontario L5C 2T9  
Attn: Maintenance Services Supervisor: (i.e.: Department: Electrical, Mechanical, Structural, PM)  
Indicate the applicable PDSB Supervisors name.

7.14.2 Invoices are to be charged to "Peel District School Board" and must include, at minimum, the following information:

- 7.14.2.1 Purchase Order / Blanket Order number(s) and amount payable;
- 7.14.2.2 Work Order Number;
- 7.14.2.3 Date of invoice;
- 7.14.2.4 Service location / School Name(s) and the period in which services or materials were supplied;
- 7.14.2.5 Hourly rate (as and where applicable from bid award);
- 7.14.2.6 Total number of hours per tradesman or worker with appropriate rate for each on each job;
- 7.14.2.7 Work description, including a description of the services or materials supplied and how the work was authorized;
- 7.14.2.8 Breakdown of materials supplied by contractor (provide copies of backup invoicing when requested);
- 7.14.2.9 Cost Plus Markup percentage for materials supplied;
- 7.14.2.10 Indicate all taxes separately;
- 7.14.2.11 Applicable subcontracting invoices and charges including applicable cost plus percentage (%);
- 7.14.2.12 The contact information of the payment administrator; and,
- 7.14.2.13 Any other prescribed information required by applicable construction lien legislation.

**FAILURE TO MEET THE REQUIREMENTS OF A PROPER INVOICE AND TO INDICATE ANY OF THE INFORMATION INDICATED ABOVE MAY RESULT IN THE RETURN OF INVOICE AND DELAY OF PAYMENT. ANY CORRECTED INVOICE(S) RECEIVED WILL BE DATE STAMPED ON THE DATE OF RECEIPT. PAYMENT TERMS WILL BE EFFECTIVE FROM THE DATE OF RECEIPT.**

7.14.3 Terms of payment are applicable from the date any Proper Invoice is date stamped as received by the Board. ALL INVOICES FOR WORK ORDERS MUST INCLUDE A COMPLETED COPY OF THE WORK ORDER (See item 7.16 WORK ORDERS, and Sample APPENDIX 'B').

7.14.4 Several locations may be shown on the same invoice. When several locations are indicated on the same invoice the locations must be identified individually with the applicable HST shown separately for each individual location.

7.14.5 Invoices may be bulked together and submitted on a monthly basis, however all applicable charges must be broken down as indicated above with all taxes shown separately, all sites identified individually and the appropriate Work Order number indicated for each set of charges.

## 7.15 WORK ORDERS

7.15.1 Completed copies of Work Order(s) (Sample APPENDIX 'B') must be attached to the invoice for each Work Order number listed on that invoice.

7.15.2 Work Orders (see sample APPENDIX 'B')

- 7.15.2.1 Each Work Order issued must, upon completion of work, be completed by the Contractor in its entirety. At minimum, the following information must be included:
  - 7.15.2.1.1 Name of the company;
  - 7.15.2.1.2 The name and signature of the worker who performed the service;
  - 7.15.2.1.3 The date the work was completed;

- 7.15.2.1.4 For Emergency and Urgent Work Orders indicate the time contacted and the time of arrival on site;
- 7.15.2.1.5 The associated invoice number;
- 7.15.2.1.6 Total invoiced cost for the individual work order; and,
- 7.15.2.1.7 All relevant comments concerning the work/material completed/installed.
- 7.15.2.1.8 Any other information required for a Proper Invoice as specified above in subsection 7.14.2 and not listed in the above subsections 7.15.2.1.1-8.
- Failure to comply with the Work Order requirements listed above may result in delay of payment.**

## 7.16 CLEAN-UP

- 7.16.1 The Contractor shall remove and dispose of all debris caused by the Work every day during construction, keep the Work area neat and orderly at all times.
- 7.16.2 Upon completion of all Work, the Contractor shall remove all materials, tools, debris, protective coverings barricades, etc., clean all affected areas and surfaces immediately, otherwise the appropriate Board Designee will arrange for the clean up and the cost of the clean up will be deducted from the Contractor's invoice.

## 7.17 RECORDS

- 7.17.1 The Contractor / Tradesperson must notify the Custodian or School Official, sign the Work Order Log Book, and prior to leaving the site, complete all other applicable records as required and as may be applicable for specific trades as outlined in the specifications.
- 7.17.2 Where completed work requires inspection by the Electrical Safety Authority the Contractor must follow the procedures as outlined on the attached directive (see APPENDIX "E") and enter the data in the CCS Log Book (sample attached as APPENDIX "F").

## 7.18 GUARANTEE

- 7.18.1 The Contractor's workmanship shall be covered by a 1 year guarantee or unless noted otherwise and unless the PDSB supplied materials, equipment, systems etc., failed to perform as expected during this period. Materials, equipment, systems supplied by the Contractor shall be subject to the standard manufacturer's warranties.

## 7.19 CONTRACT CANCELLATION

- 7.19.1 The Board reserves the right to suspend the Contractor's operation or individual employees and remove the Contractor from Board property immediately in the event that the Contractor or persons employed by the Contractor have violated any portion of the Contract conditions including intemperate, disorderly conduct, willful neglect or dishonesty in the performance of the Contractor's duty under this Contract and all items herein listed.

**END OF SECTION**

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**APPENDIX "A"**

**CERTIFICATE OF PAYMENT**

Consultant: \_\_\_\_\_ Certificate Number: \_\_\_\_\_

Owner: \_\_\_\_\_ Bid Number: \_\_\_\_\_

Contractor: \_\_\_\_\_

Work: \_\_\_\_\_

*Title and Location*

This is to certify that the value of Work performed and Products delivered to the Place of the Work as of

\_\_\_\_\_ is \$ \_\_\_\_\_ (exclusive of Value Added Taxes).

*Date*

**Certified by the Consultant**

<i>Name and Title of Person Signing</i>	<i>Signature</i>	<i>Date of Issue</i>

**Contract Summary**

Original Contract Price \$ \_\_\_\_\_ (1)

Change Orders (numbers) \$ \_\_\_\_\_ (2)

Current value of Change Directives  
included in the certified amount

\$ \_\_\_\_\_ (3)

Value of Contract on the last date of the payment period (1+2+3) \$ \_\_\_\_\_ (4)

Value Added Taxes at % \$ \_\_\_\_\_ (5)

Total amount payable for the construction of the Work  
including Value Added Taxes (4+5)

\$ \_\_\_\_\_ (6)

**Certification Summary**

Value of Work performed and Products delivered  
to the Place of the Work

\$ \_\_\_\_\_ (7)

Total holdback at %

\$ \_\_\_\_\_ (8)

Holdback released

\$ \_\_\_\_\_ (9)

Holdback retained (8-9)

\$ \_\_\_\_\_ (10)

Amount (value of Work performed and Products delivered

\$ \_\_\_\_\_ (11)

Amount from previous certificate for payment (number)

\$ \_\_\_\_\_ (12)

Amount of Contract Price payable current period (11-12)

\$ \_\_\_\_\_ (13)

Value Added Taxes at 7%

\$ \_\_\_\_\_ (14)

**TOTAL AMOUNT PAYABLE current period including value added taxes** (13+14) \$ \_\_\_\_\_ (15)

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**APPENDIX "B"**



**WORK ORDER**

**520845**

PRIORITY	RESPONSE	AREA	DATE ENTERED	STATUS	VANDALISM
Routine (30 DAYS)	30 DAYS	13	09-10-26	AC	

**BUILDING INFORMATION**

Name of School/Location No. H.J.A. Brown Education Centre (CBO) / 010  
 Location Address 5650 HURONTARIO STREET, MISSISSAUGA ON, L5R 1C6  
 Phone Number (905)890-1010  
 Fax No. (905)890-6698  
 Work Order Originator DAVE

**CUSTODIAN. PRIOR TO SUBMITTING THIS WORK ORDER IT IS NECESSARY TO REVIEW THE ASBESTOS SURVEY AND ANSWER THE FOLLOWING QUESTIONS.**

- Is there Asbestos Containing Material (ACM) in the location requiring maintenance? YES  NO
  - Is there the potential to disturb the ACM in order to complete the maintenance work? YES  NO
  - Will the ACM need to be removed prior in order to complete the required maintenance? YES  NO
- Prior to leaving the site the following requires completion:**
- Was the Asbestos Survey reviewed prior to commencing work? YES  NO

**TRADE STAFF/CONTRACTOR: PRINT NAME:**

**SIGNATURE:**

*Note: Time paged & time arrived at location must be completed for EMERGENCY Work Orders.*

EMERGENCY W.O. ONLY	TIME PAGED	TIME ARRIVED @ SCHOOL
	AM/PM	AM/PM

Category **\*LIGHTING INTERIOR - 23**  
 Maintenance Contact  
 Issued To  
 Issued Date 09-10-26  
 Issued to Fax

**Work Completed by (Please Print Name):**

Submitted By (NAME)	
Work Completion Date	

INVOICE No	INVOICE AMT	S
------------	-------------	---

Working comments PLEASE PRINT

Closing Comments PLEASE PRINT Closing Date.

**NOTE:**  
 ASBESTOS MAY BE PRESENT IN THE WORK LOCATION SEE THE ONLINE INFORMATION REGARDING THIS BUILDING  
 HOT WORK PERMIT IS REQUIRED FOR ANY TEMPORARY OPERATION INVOLVING OPEN FLAME OR PRODUCING HEAT AND/OR SPARKS

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**APPENDIX "C"**

**MAINTENANCE SERVICES**

933 Central Parkway West  
Mississauga L5C 2T9  
TEL: 905-279-4310  
FAX: 905 279-0859



**CONTRACTOR/SUPPLIER PERFORMANCE EVALUATION FORM (for completion at the end of the contract)**

**1. SUPPLIER INFORMATION:**

PROJECT NUMBER: \_\_\_\_\_ BID NUMBER: \_\_\_\_\_

PROJECT NAME: \_\_\_\_\_ DATE: \_\_\_\_\_

SUPPLIER NAME: \_\_\_\_\_

2. EVALUATION	Score 1 -5	Comments
1. Quality of Product or Service	0	
2. Cost Control	0	
3. Timelines and schedules	0	
4. Contract Administration - submits reports, cost estimates, and/or invoices; complete and on time	0	
5. Safety	0	
6. Cooperation, communication and relations	0	
7. Client Satisfaction	0	
8. Supervision and decision making	0	
9. Ability to resolve issues	0	
10. Deficiency and/or Warranty follow-up	0	
<b>TOTAL SCORE</b>	<b>0</b>	

**3. RESULTS**

- 30-50  Satisfactory
- 25-29  Provisional
- 0-24  Unsatisfactory

**Note: Comments are mandatory for provisional and unsatisfactory scores.**

Comments/Recommendations:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

RECOMMENDED FOR FUTURE WORK: Yes \_\_\_\_\_ No \_\_\_\_\_

1st Level Approval - Name (print) \_\_\_\_\_ Signature \_\_\_\_\_ Position \_\_\_\_\_

2nd Level Approval (Manager) - Name (print) \_\_\_\_\_ Signature \_\_\_\_\_ Position \_\_\_\_\_

**Copy: Supervisor\_\_ File\_\_ Purchasing\_\_ Supplier\_\_**





**APPENDIX "E"**

Amended February 2015

**CONTINUOUS SAFETY SERVICES (CSS)  
ANNUAL ELECTRICAL INSPECTION BY THE ELECTRICAL SAFETY AUTHORITY**

DATE: February 25, 2015

TO: Contractors  
Manager, Design and Construction  
Facility Services Managers

FROM: John Clarkson  
Assistant Controller, Maintenance Services

RE: Continuous Safety Services  
(Mandatory Annual Hydro Inspections)

Presently each location should have a "CSS LOG BOOK" to be kept in the CCS LOG BOOK section in the Red Custodian Binder in the Custodian's Office clearly visible and readily accessible. Normally this Red Custodian Binder will be found on the Head Custodian's/Building Leadhand desk. All locations must be surveyed to assure compliance with the above. Notify Electrical Supervisor, Maintenance Services, of any missing CSS LOG BOOKS.

The ESA has advised the CSS LOG BOOK must be used as follows:

- ALL BOARD EMPLOYEES, ALL CONTRACTORS AND ALL PERSONS PERFORMING ANY ELECTRICAL REPAIRS, ALTERATIONS OR INSTALLATIONS MUST RECORD THE WORK IN THE "CSS LOG BOOK".
- THIS BOOK DOES NOT WAIVE THE REQUIREMENT FOR PERMITS.

Examples of required entries range from ballast replacement, receptacle or light switch replacement, pump and fan motor replacement, fire alarm repairs, generator repairs, emergency lighting repairs, minor electrical renovations and additions, electrical repairs to all mechanical equipment and connection/disconnection of portable classrooms. All trades people must enter their name and contractors must also indicate their company name. Please note that this requirement includes ALL CONTRACTORS AND IS NOT RESTRICTED TO ELECTRICAL CONTRACTORS. Even though the electrical work at each location must be entered in the CSS LOG BOOK, the CONTINUOUS SAFETY SERVICE INSPECTION only covers electrical work performed by the Peel District School Board Maintenance staff and contractors working under the control of the Maintenance Department on an hourly rate basis. Building Custodial staff should complete a brief entry in the CSS LOG BOOK where trades people and contractors leave the building without making the appropriate entry in the CSS LOG BOOK.

As usual, all other projects or contracted renovations will require the contractor to apply for an Inspection (ESA) Permit. These inspection permit numbers must be entered in the CSS LOG BOOK along with the description of work as outlined previously.

Please instruct your custodial staff to remind contractors of the above, and to check the CSS LOG BOOK upon completion of electrical work.

Your ongoing co-operation and attention to this matter is appreciated.

Sincerely,

John Clarkson

Peter Ganter

John Clarkson  
Assistant Controller, Maintenance Services

Peter Ganter  
Supervisor - Electrical

CC: Manager, Health & Safety

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APPENDIX "F"

Continuous Safety Services Log Sheet - Document all your Work for Due Diligence

FACILITY NAME: SOMEPLACE P.S FACILITY LOCATION: 123 SOMEPLACE ST.

You Fill In This Section:			For Electrical Safety Authority Use:			
Install Date	Location (Cbl. Line or Area)	Description of Work <i>equipment installed (machine #) / installed by</i>	OK	Required Alterations	Separate Permit Req'd	Equip Appvl Req'd
JAN 17	ROOM 101	REPLACED DAMAGED DUPLEX RECEPTACLE W/O #59096 <i>Donna Riddit</i>	OK		NO	YES
FEB 02	VARIOUS	INSTALL V4000 FOR COMPUTER WIRING PLAN IN ROOM 107, 201, 203, 204, STORAGE B <i>CONTRACTOR XX Employee Signature</i>	OK		NO	YES
JUNE 29	PORTABLE 377	INSTALL MAST, GROUND ROD AND SECONDARY TO RELOCATED PORTABLE PERMIT MWOOD0015645 <i>CONTRACTOR YX Employee Signature</i>	OK		NO	YES

**This is to certify that the foregoing is a true and complete statement of all electrical work done in our premises during the period:**  
 From: JAN 1, 2000 To: JULY 31, 2000  
 Firm's Representative: *Est Along* Date: JULY 31, 2000  
 Electrical Inspector: *My Signature* Date: JULY 31/00  
 OK - installation has been inspected  
 Separate Permit Req'd - this work not covered by CSS  
 Equip Appvl Req'd - approval of equip. not covered by CSS



Electrical Safety Authority - For Your Safety

APPENDIX "G"

STATUTORY DECLARATION

IN THE MATTER OF THE CONTRACT

Between.....

.....,Owner

and.....

..... Contractor

for.....

..... (insert title of Work and Project)

I,..... of the ..... of.....

in the Province of..... DO SOLEMNLY DECLARE:

THAT I am ..... (See Note 1) of.....

....., the Contractor named in the Contract abovementioned, and as such have personal knowledge of the facts hereunder declared, and that all accounts for labour, subcontracts, products, construction machinery and equipment and other indebtedness which may have been incurred by the Contractor in the Performance of the Work (See Note 2) and for which the Owner might in any way be held responsible have been paid in full except holdback monies properly retained.

AND I MAKE THIS SOLEMN DECLARATION conscientiously believing it to be true and knowing it is of the same force and effect as if made under oath.

DECLARED before me at the ..... )

..... of..... )

in the..... )

of..... this..... )

day of..... 20..... )

Signed.....

A Commissioner for Oaths, Notary Public, Justice of the Peace

.....

Note 1: The Declaration must be made by the President, a Vice President, the Secretary, the Treasurer, or a Director of an incorporated company except that another individual may make the Declaration provided that two copies of the by-law issued under the Corporation seal authorizing such individual to execute documents accompanies the first Declaration on each Contract. For a partnership the Declaration must be made by one of the partners and for a sole proprietorship the sole proprietor himself must make a Declaration. The position of the declarant and the name of the Contractor must be clearly noted.

NOTE 2: Other indebtedness shall mean such debts incurred by the Contractor to persons in privity of contract with him, debts arising out of statutory requirements, and in the case of the Contractor's workers any debt arising out of collective bargaining agreements, legislation applying to worker's compensation, unemployment insurance, and minimum standards where applicable.