

## **AIR CONDITIONING, SOLAR & SITE WORKS**

**AT**

## **LOMBARDY PUBLIC SCHOOL**

Timetable:

<b>Event</b>	<b>Date</b>
Site Meeting(s)	April 24, 2026, See item 3.1
<b>Questions Deadline</b>	Before 12:00:00 PM local time <b>April 28, 2026</b>
<b>Bid Closing</b>	<b>Before 3:00:00 p.m. local time, on May 7, 2026</b>
Award	Anticipated award to be within 5 working days from Closing date
Project Start	July 2, 2026
Project Completion	August 25, 2027

**Tender submissions must include:**

- 1. Bid Price.**
- 2. Sub-Contractor Selection.**
- 3. Digital Bid Bond;**
- 4. Surety Agreement to Bond.**

## **POLICIES AND PROCEDURES**

The following pages outline the general intention of this contract and the procedures that will be followed throughout the tender process from introduction to award. These procedures apply to all competitive bids and are in addition to any project specific requirements identified in the body of this document.

### **1. INTRODUCTION**

#### **1.1. Invitation**

The Upper Canada District School Board invites tenders, from pre-qualified eligible bidders, for **AIR CONDITIONING, SOLAR & SITE WORKS** including

- Provide air conditioning and ventilation.
- Decommission existing sanitary septic system.
- Parking Lot
- Highway Widening
- New exterior pylon sign with digital display.
- Chain link fencing.
- Solar.
- Replace and upgrade Electrical service.
- Replace exterior doors,

as further described herein at:

**LOMBARDY PUBLIC SCHOOL**  
596 Highway 15, R.R. #1, Lombardy, ON, K0G 1L0

#### **1.2. Schedule**

All work specified in 1.3 – Scope of Work is to commence on or about July 2, 2026.

**ALL WORK AWARDED AS A RESULT OF THIS TENDER MUST HAVE REACHED SUBSTANTIAL COMPLETION ON OR BEFORE August 25, 2027.**

### **1.3. Scope of Work**

Specifications are summarized as per the attached document(s).

- 209-00237-LOMBARDY PS-DWGS-TENDER.pdf
- 209-00237-LOMBARDY PS-SPEC-TENDER.pdf
- 210156 - Geotechnical Investigation.pdf
- 302783.019 FINAL HBMA LombardyPS 596Hwy15LombardyON UCDSB Apr112023.pdf
- Lombardy PS\_TOPO Survey.pdf

The work consists of the supply of all labour, material, equipment and supervision necessary to complete the work shown as described by, or reasonably inferred from, the documents appended hereto, including the specifications. The work is to be done to the satisfaction of the Board, and Bidders are to be advised that the Board is intent upon ensuring that work performed is done properly to standards and in a good and workmanlike manner which will so far as possible, reduce maintenance and repair costs in the future. As such, the Board will be enforcing the requirements of the drawings and specifications to ensure the work is being done correctly. The whole work shall be completed to the satisfaction of the Board. If the Contractor fails to perform the work as required on any particular date, the Board at its discretion may have others do the work and charge the Contractor.

### **1.4. Bidder's Responsibility**

#### **(i) Examination of Tender Bid Package**

Before submitting a bid, Bidders shall carefully examine the complete Tender Bid Package documents and be familiar with all working conditions and take into consideration all such conditions when submitting a Bid. No allowance shall be made to any bidder because of lack of such examination or knowledge.

#### **(ii) Examination of Legislation**

Before submitting a Bid, each Bidder shall familiarize themselves with all applicable legislation which governs and impacts on the performance of the work.

#### **(iii) Independent Advice**

The Bidder is responsible for obtaining, prior to submitting a bid, independent financial, legal, accounting, engineering, environmental and other technical advice.

## **2. ELIGIBILITY**

### **2.1. Eligibility**

In order to tender on this project, a contractor must have been pre-qualified as an approved General Contractors Group C - \$3M-\$12M Contractor by the Upper Canada District School Board. The approved list includes the following firms:

Firm	Address	Phone	Email
<b>12491401 Canada Ltd. o/a HEIN</b>	275 Michael Cowpland Drive Kanata, ON, K2M 2G2	613-831-2335	<a href="mailto:estimating@hein.ca">estimating@hein.ca</a>
<b>Asco Construction</b>	1125 Tupper, Unit 1 Hawkesbury, ON K6A 3T5	613-632-0121	<a href="mailto:jason.assaly@ascoconstruction.com">jason.assaly@ascoconstruction.com</a>
<b>Beaudoin Canada</b>	25-5 Edinburgh Rd South Guelph, ON, N1H 5N8	888-437-1967	<a href="mailto:soumission@beaudoincanada.com">soumission@beaudoincanada.com</a>
<b>Bourgon Construction</b>	3306 Second St. E. Cornwall, ON, K6H 6J8	613-932-2022	<a href="mailto:tenders@rjbourgon.com">tenders@rjbourgon.com</a>
<b>Bradford Construction Ltd.</b>	144 Richmond Road, Ottawa, ON, K1Z 6W2	613-726-1157	<a href="mailto:michael.nolan@bradfordconstruction.ca">michael.nolan@bradfordconstruction.ca</a>
<b>Buttcon Limited</b>	300-6240 Highway 7 Woodbridge, ON L4H 4G3	905-907-4242	<a href="mailto:bidsandtenders@buttcon.com">bidsandtenders@buttcon.com</a>
<b>D.C. Snelling Ltd.</b>	199 Georgiana St. Prescott, ON, K0E 1T0	613-925-2056	<a href="mailto:bsnelling@dcsnelling.com">bsnelling@dcsnelling.com</a>
<b>David J. Cupido Construction</b>	620 Cataraqui Woods Drive, Unit 4 Kingston, ON, K7P 1T8	613-384-1080	<a href="mailto:info@cupidoconstruction.com">info@cupidoconstruction.com</a>
<b>Emmons &amp; Mitchell Construction (2000) Limited</b>	592 Justus Drive Kingston, ON, K7M 4H4	613-389-4250	<a href="mailto:estimating@eandm.ca">estimating@eandm.ca</a>
<b>Frecon Construction Limited</b>	1235 South Russell Rd., Russell, ON, K4M 1E1	613-445-2944	<a href="mailto:estimating@frecon.ca">estimating@frecon.ca</a>
<b>Grant-Marion Construction Limited</b>	2747 Marleau Ave. Cornwall, ON K6H 7B6	613-938-8004	<a href="mailto:mlefebvre@grantmarionconstruction.com">mlefebvre@grantmarionconstruction.com</a> OR <a href="mailto:lm Marion@grantmarionconstruction.com">lm Marion@grantmarionconstruction.com</a>
<b>Jean Daoust Construction</b>	220-2379 Holly Lane, Ottawa, ON, K1V 7P2	613-833-0007	<a href="mailto:bid@dc.ca">bid@dc.ca</a>
<b>Jumec Construction inc.</b>	6 Bexley Place, Unit 106 Ottawa, ON, K2H 8W2	613-721-1145	<a href="mailto:jumec@jumec.com">jumec@jumec.com</a>

# INVITATION TO TENDER # 26-058

## AIR CONDITIONING, SOLAR & SITE WORKS

### LOMBARDY PUBLIC SCHOOL

Firm	Address	Phone	Email
<b>R.K. Porter General Contracting</b>	46 Industrial Rd. Perth, ON, K7H 3P2	613-264-8343	<a href="mailto:rkporter@rkporter.com">rkporter@rkporter.com</a> or <a href="mailto:cameron@rkporter.com">cameron@rkporter.com</a>
<b>Renokrew</b>	46 Lepage Court Toronto, ON, M3J 1Z9	416-604-7042	<a href="mailto:proposals@renokrew.com">proposals@renokrew.com</a>
<b>Richard D. Steele Construction</b>	3516 Coons Rd. Brockville, ON, K6V 5W2	613-342-3121	<a href="mailto:builders@steeleconstruction.on.ca">builders@steeleconstruction.on.ca</a>
<b>Rutherford Contracting Ltd.</b>	224 Earl Stewart Drive Aurora, ON, L4G 6V7	905-726-4866	<a href="mailto:tenders@ruthcon.ca">tenders@ruthcon.ca</a>
<b>Terlin Construction</b>	1240 Teron Road Ottawa, ON, K2K 2B5	613-821-0768	<a href="mailto:estimating@terlin.ca">estimating@terlin.ca</a>

Furthermore, in order to tender on this project a contractor must only sub-contract work to Fire Alarm Under \$100K Contractor who have been pre-qualified as an approved Contractor by the Upper Canada District School Board. The approved list includes the following.

Firm	Address	Phone	Email
<b>Bergeron Electric Ltd.</b>	3308 Second Street East Cornwall, ON, K6H 6J6	613-932-9205	<a href="mailto:Steph.Myre@bergeronelectric.com">Steph.Myre@bergeronelectric.com</a>
<b>C &amp; M Electric Ltd.</b>	3038 Carp Road Carp, ON, K0A 1L0	613-839-3232	<a href="mailto:kcrawford@cmelectric.com">kcrawford@cmelectric.com</a>
<b>City Wye'd Electric Ltd.</b>	128 Reis Road Carp, ON, K0A 1L0	613-831-4462	<a href="mailto:scott.winch@citywyed.ca">scott.winch@citywyed.ca</a>
<b>Earl Carr Electric Canada Ltd.</b>	3-120 Walgreen Road Carp, ON, K0A 1L0	613-831-9179	<a href="mailto:estimating@ececl.ca">estimating@ececl.ca</a>
<b>Four-O-One Electric Ltd</b>	20 Cowan Avenue Brockville, ON, K6V 6E6	613-342-6042	<a href="mailto:info@401electric.com">info@401electric.com</a>
<b>Industrial Electrical Contractors Brockville Limited</b>	1365 California Ave Unit G Brockville, ON, K6V 5V8	613-342-6252	<a href="mailto:dgray@iecbl.ca">dgray@iecbl.ca</a>
<b>Lamarche Electric</b>	9374 County Road 17, Rockland, ON, K4K 1K9	613-747-8882	<a href="mailto:s.lamarche@lamarcheelectric.ca">s.lamarche@lamarcheelectric.ca</a>
<b>Laurier Electric Ltd.</b>	2910 Marleau Ave Cornwall, ON, K6H 6B5	613-933-4000	<a href="mailto:leons@laurierelectric.ca">leons@laurierelectric.ca</a>
<b>Mel Evans Electric</b>	10 Soper Drive Smiths Falls, ON, K7A 4T2	613-283-3074	<a href="mailto:dan@melevanselectric.com">dan@melevanselectric.com</a>
<b>Tremblay Fire Solutions</b>	52 Antares, Unit 16 Ottawa, ON, K2E 7Z1	613-612-7265	<a href="mailto:admin@tfsolutions.ca">admin@tfsolutions.ca</a>

# INVITATION TO TENDER # 26-058

## AIR CONDITIONING, SOLAR & SITE WORKS

### LOMBARDY PUBLIC SCHOOL

Furthermore, in order to tender on this project a contractor must only sub-contract work to Asbestos Abatement Type 1 & 2 Contractor who have been pre-qualified as an approved Contractor by the Upper Canada District School Board. The approved list includes the following.

Firm	Address	Phone	Email
<b>Asbex Environmental Contractors</b>	200-2280 Stevenage Dr. Ottawa, ON, K1G 3W3	613-228-1080	<a href="mailto:ottawa@asbex.net">ottawa@asbex.net</a>
<b>Bourgon Construction</b>	3306 Second St. E Cornwall, ON K6H 6J8	613-932-2022	<a href="mailto:tenders@rjbourgon.com">tenders@rjbourgon.com</a>
<b>CMG Innovation</b>	6847 Richmond Rd. Summerstown, ON, K0C 2E0	613-931-9194	<a href="mailto:Courtney.Wheeler@cmginnovation.ca">Courtney.Wheeler@cmginnovation.ca</a>
<b>Cohen Environmental Services</b>	92 Bentley Ave. Ottawa, ON K2E 6T9	613-913-7400	<a href="mailto:jim@cohenandcohen.com">jim@cohenandcohen.com</a>
<b>Elite Environmental Group Inc.</b>	67 Jamie Ave. Ottawa, ON K2J 3T7	613-695-2677	<a href="mailto:estimating@eliteenvironmentalgroup.ca">estimating@eliteenvironmentalgroup.ca</a>
<b>Environmentall Contracting Services Inc.</b>	5 Binnington Court Kingston, ON K7M 8N3	613-634-1004	<a href="mailto:estimating@environmentall.ca">estimating@environmentall.ca</a>
<b>Five Star Enterprise (3557880 Canada Inc.)</b>	6 Richelieu St. PO Box 68 Embrun, ON K0A 1W0	613-443-5554	<a href="mailto:5star@bellnet.ca">5star@bellnet.ca</a>
<b>Inflector Environmental Services</b>	6961 McKeown Dr. Greely, ON K4P 1A2	613-798-8070	<a href="mailto:estimating@inflector.ca">estimating@inflector.ca</a>
<b>Richard D Steele Construction (1979) Ltd.</b>	P.O. Box 1207, 3516 Coons Road, Brockville, ON K6V 5W2	613-342-3121	<a href="mailto:builders@steeleconstruction.on.ca">builders@steeleconstruction.on.ca</a>
<b>Salandria LTD.</b>	100 West Beaver Creek Rd, Unit 6 Richmond Hill, ON, L4B 1H4	905-707-6568	<a href="mailto:tkorda@salandria.com">tkorda@salandria.com</a>
<b>Schouten Environmental Inc</b>	7908 Jariott St Watford, ON, N0M 2S0	519-577-8989	<a href="mailto:Brant@schouten.ca">Brant@schouten.ca</a>
<b>Tri-Phase Environmental Inc.</b>	446 Hazelhurst Road Mississauga, ON L5J 2Z7	905-823-7965	<a href="mailto:vanessa@triphasegroup.com">vanessa@triphasegroup.com</a>

# INVITATION TO TENDER # 26-058

## AIR CONDITIONING, SOLAR & SITE WORKS

### LOMBARDY PUBLIC SCHOOL

Furthermore, in order to tender on this project a contractor must only sub-contract work to Low Voltage Cabling Contractor who have been pre-qualified as an approved Contractor by the Upper Canada District School Board. The approved list includes the following.

Firm	Address	Phone	Email
<b>BridgeCast Inc.</b>	1241 Newmarket Street Ottawa, ON, K1B 5N7	613-228-8118	<a href="mailto:bwickens@bridgecast.ca">bwickens@bridgecast.ca</a>
<b>Cameron Networks (1703420 Ontario Inc)</b>	17295 Valade Road, PO Box 240 St. Andrews West, ON K0C 1A0	613-933-5669	<a href="mailto:steve@cameronnetworks.com">steve@cameronnetworks.com</a>
<b>Four-O-One Electric Ltd.</b>	20 Cowan Ave., Brockville, ON, K6V 6E6	613-342-6042	<a href="mailto:info@401electric.com">info@401electric.com</a>
<b>JcoM Communications Inc.</b>	1553 Stittsville Main St. Stittsville, ON, K2S 1A9	343-550-2226	<a href="mailto:chris@jcomcommunications.com">chris@jcomcommunications.com</a>
<b>Laurier Electric Ltd.</b>	2910 Marleau Ave Cornwall, ON, K6H 6B5	613-933-4000	<a href="mailto:leons@laurierelectric.ca">leons@laurierelectric.ca</a> or <a href="mailto:Tenders@LaurierElectric.ca">Tenders@LaurierElectric.ca</a>
<b>Stratus51</b>	1600 Laperriere Ave. Unit 102 Ottawa, ON, K1Z 8P5	613-212-5770	<a href="mailto:aleks@stratus51.com">aleks@stratus51.com</a>
<b>TBD Telecom by Design Inc.</b>	99 Atlantic Ave., Suite 414 Toronto, ON, M6K 3J8	416-244-2525	<a href="mailto:estimating@telecombydesign.ca">estimating@telecombydesign.ca</a>

Furthermore, in order to tender on this project a contractor must only sub-contract work to Roofing Contractor who have been pre-qualified as an approved Contractor by the Upper Canada District School Board. The approved list includes the following.

Firm	Address	Phone	Email
<b>Amherst Roofing &amp; Sheet Metal Ltd.</b>	117 Hickson Ave., Kingston, ON K7L 4V8	613-542-0779	<a href="mailto:markh@amherstroofing.com">markh@amherstroofing.com</a>
<b>Atlas-Apex Roofing</b>	65 Disco Road Etobicoke, ON M9W 1M2	416-421-6244	<a href="mailto:inquiries@atlas-apex.com">inquiries@atlas-apex.com</a>
<b>Covertite Roofing &amp; Sheet Metal Ltd.</b>	2330 Stevenage Dr. Ottawa, ON K1G 3W3	613-736-1133	<a href="mailto:covertite@covertite.ca">covertite@covertite.ca</a>
<b>Dafoe Roofing Ltd.</b>	291 Maitland Drive Belleville, ON K8N 4Z5	613-968-4305	<a href="mailto:info@dafoeroofing.com">info@dafoeroofing.com</a>
<b>DWS Roofing &amp; Waterproofing Services Inc.</b>	2562 Del Zotto Ave. Gloucester, ON K1T 3V7	613-260-7700	<a href="mailto:estimating@dwsroofinginc.com">estimating@dwsroofinginc.com</a>
<b>Flynn Canada Ltd.</b>	1655 Comstock Road Ottawa, ON K1B 5L2	613-822-3142	<a href="mailto:bquesnel@flynn.ca">bquesnel@flynn.ca</a>



# INVITATION TO TENDER # 26-058

## AIR CONDITIONING, SOLAR & SITE WORKS

### LOMBARDY PUBLIC SCHOOL

Firm	Address	Phone	Email
<b>Irvcon Limited</b>	1145 Pembroke Street East Pembroke, ON K8A 7R4	613-732-7311	<a href="mailto:chrism@irvcon.com">chrism@irvcon.com</a>
<b>Morin Insulation and Roofing Ltd</b>	2405 St. Laurent Blvd., Unit B, Ottawa, ON K1G 5B4	613-236-4059	<a href="mailto:info1@morintoiture.com">info1@morintoiture.com</a>
<b>Raymond and Assoc. Roofing Inc.</b>	3091 Albion Road North, Unit 5B Ottawa, ON K1V 9V9	613-233-4833	<a href="mailto:plafontaine@toituresraymond.ca">plafontaine@toituresraymond.ca</a>
<b>Roof &amp; Building Service Int'l (div. of Ricardo Roofing Ltd.)</b>	2000 Rogers Road Perth, ON K7H 1P9	613-264-1012	<a href="mailto:dean.r@rbs-na.com">dean.r@rbs-na.com</a>
<b>Semple Gooder Roofing Corporation</b>	1365 Martin Grove Road Toronto, ON M9W 4X7	416-743-5370	<a href="mailto:ssullivan@semplegooder.com">ssullivan@semplegooder.com</a>
<b>Simluc Contractors Ltd.</b>	2550 Blackwood Street Ottawa, ON K1B 5R1	613-748-0066	<a href="mailto:mathew@simluc.com">mathew@simluc.com</a>
<b>T.P. Crawford Ltd.</b>	4549 South Clark Place Gloucester, ON, K1T 3V2	613-822-2312	<a href="mailto:info@tpcrawford.ca">info@tpcrawford.ca</a>
<b>Triumph Roofing &amp; Sheet Metal Inc.</b>	1 Connie St. Toronto, ON M6L 2H8	416-534-8877	<a href="mailto:info@triumphinc.ca">info@triumphinc.ca</a>

Furthermore, in order to tender on this project a contractor must only sub-contract work to Fencing Contractor who have been pre-qualified as an approved Contractor by the Upper Canada District School Board. The approved list includes the following.

Firm	Address	Phone	Email
<b>Bradley Contracting (Total Fence) (2195292 Ontario Inc.)</b>	6834 Hiram Drive Greely, ON, K4P 1A1	613-218-2126	<a href="mailto:tim@bradleyscontracting.com">tim@bradleyscontracting.com</a> or <a href="mailto:Shelley@bradleyscontracting.com">Shelley@bradleyscontracting.com</a>
<b>Burchell Fencing</b>	1894 County Road #2, East Brockville, ON K6V 5T1	613-345-2406	<a href="mailto:info@burchellfencing.com">info@burchellfencing.com</a>
<b>Carl Bulloch Construction</b>	17432 County Road 44 Long Sault, ON, K0C 1P0	613-933-2934	<a href="mailto:cbulloch1@hotmail.com">cbulloch1@hotmail.com</a>
<b>Crain's Construction</b>	1800 Maberly-Elphin Rd. Maberly, ON, K0H 2B0	613-268-2308	<a href="mailto:wilburt@crainsconstruction.com">wilburt@crainsconstruction.com</a>
<b>D&amp;H Fencing (1067253 Ontario Inc.)</b>	1453 County Road 31 Winchester, ON K0C 2K0	613-774-0118	<a href="mailto:dan@dhfencing.com">dan@dhfencing.com</a>
<b>David Brown Construction</b>	14855 Dafoe Rd., PO Box 490 Ingleside, ON, K0C 1M0	613-537-2255	<a href="mailto:dbrown@davidbrownconstruction.ca">dbrown@davidbrownconstruction.ca</a> or <a href="mailto:khatton@dbcltd.ca">khatton@dbcltd.ca</a>



# INVITATION TO TENDER # 26-058

## AIR CONDITIONING, SOLAR & SITE WORKS

### LOMBARDY PUBLIC SCHOOL

Firm	Address	Phone	Email
<b>LV Fencing</b>	5654 County Rd 27. Williamstown, ON K0C 2J0	613-936-7790	<a href="mailto:lvfencinginc@gmail.com">lvfencinginc@gmail.com</a>
<b>Thomas Cavanagh Construction</b>	9094 Cavanagh Rd. Ashton, ON, K0A 1B0	613-257-2918	<a href="mailto:estimating@thomascavanagh.ca">estimating@thomascavanagh.ca</a>
<b>Wayne McGill &amp; Associates (2319437 ONTARIO INC.)</b>	5184 Avonmore Rd. Lunenburg, ON, K0C 1R0	613-930-3986	<a href="mailto:wmcgill@xplornet.com">wmcgill@xplornet.com</a>

Furthermore, in order to tender on this project a contractor must only sub-contract work to Electrical Over \$100K Contractor who have been pre-qualified as an approved Contractor by the Upper Canada District School Board. The approved list includes the following.

Firm	Address	Phone	Email
<b>Bergeron Electric Ltd.</b>	3308 Second Street E. Cornwall, ON, K6H 6J8	613-932-9205	<a href="mailto:Steph.Myre@bergeronelectric.com">Steph.Myre@bergeronelectric.com</a>
<b>C &amp; M Electric Ltd.</b>	3038 Carp Road Carp, ON, K0A 1L0	613-839-3232	<a href="mailto:k Crawford@cmelectric.com">k Crawford@cmelectric.com</a>
<b>CEC Services Limited</b>	16188 Bathurst Street King City, ON, L7B 1K5	905-713-3711	<a href="mailto:kbeswick@beswickgroup.com">kbeswick@beswickgroup.com</a>
<b>City Wye'd Electric Ltd.</b>	128 Reis Road Carp, ON, K0A 1L0	613-831-4462	<a href="mailto:scott.winch@citywyed.ca">scott.winch@citywyed.ca</a>
<b>Earl Carr Electric Canada Ltd.</b>	3-120 Walgreen Road Carp, ON, K0A 1L0	613-831-9179	<a href="mailto:estimating@ececl.ca">estimating@ececl.ca</a>
<b>Four-O-One Electric Ltd</b>	20 Cowan Avenue Brockville, ON, K6V 6E6	613-342-6042	<a href="mailto:info@401electric.com">info@401electric.com</a>
<b>Industrial Electrical Contractors Brockville Limited</b>	1365 California Ave Unit G Brockville, ON, K6V 5V8	613-342-6252	<a href="mailto:dgray@iecbi.ca">dgray@iecbi.ca</a>
<b>JG Barrette Electric Ltd.</b>	1125 Tupper, Unit #2 Hawkesbury, ON, K6A 3T5	613-632-4010	<a href="mailto:aassaly@barretteelectric.ca">aassaly@barretteelectric.ca</a>
<b>Lamarche Electric</b>	9374 County Road 17 Rockland, ON K4K 1K9	613-747-8882	<a href="mailto:shawn@lamarcheelectric.ca">shawn@lamarcheelectric.ca</a>
<b>Laurier Electric Ltd.</b>	2910 Marleau Ave Cornwall, ON, K6H 6B5	613-933-4000	<a href="mailto:sandrab@laurierelectric.ca">sandrab@laurierelectric.ca</a>
<b>Malette Electric Ltd</b>	190 Hagerman Ave. Kingston, ON, K7K 5B8	613-549-7778	<a href="mailto:estimating@maletteelectric.com">estimating@maletteelectric.com</a>
<b>Mel Evans Electric</b>	10 Soper Drive Smiths Falls, ON, K7A 4T2	613-283-3074	<a href="mailto:dan@melevanselectric.com">dan@melevanselectric.com</a>
<b>Sega Electric Inc.</b>	5013 McNeely Road Navan, ON, K4B 1J1	613-835-9451	<a href="mailto:junior@segaelectric.ca">junior@segaelectric.ca</a>

# INVITATION TO TENDER # 26-058

## AIR CONDITIONING, SOLAR & SITE WORKS

### LOMBARDY PUBLIC SCHOOL

Furthermore, in order to tender on this project a contractor must only sub-contract work to Excavation Over \$100K Contractor who have been pre-qualified as an approved Contractor by the Upper Canada District School Board. The approved list includes the following.

Firm	Address	Phone	Email
<b>A.L. Blair Construction Ltd.</b>	1272 Farley Road Crysler, ON K0A 1R0	613-538-2271	<a href="mailto:jonblair@alblairconstruction.com">jonblair@alblairconstruction.com</a>
<b>Arnott Brothers Construction</b>	36 Highway 511 Perth, ON, K7H 3C9	613-267-5722	<a href="mailto:info@arnottbros.com">info@arnottbros.com</a>
<b>Cornwall Gravel Company Ltd.</b>	390 Eleventh St. West Cornwall, ON, K6J 3B2	613-932-6571	<a href="mailto:cindy@cornwallgravel.ca">cindy@cornwallgravel.ca</a>
<b>Crain's Construction</b>	1800 Maberly-Elphin Rd. Maberly, ON, K0H 2B0	613-268-2308	<a href="mailto:crains@xplornet.com">crains@xplornet.com</a>
<b>David Brown Construction</b>	14855 Dafoe Rd., Ingleside, ON, K0C 1M0	613-537-2255	<a href="mailto:estimating@dbcltd.ca">estimating@dbcltd.ca</a>
<b>G. Tackaberry &amp; Sons Construction</b>	109 Washburn Rd. Athens, ON, K0E 1B0	613-924-2634	<a href="mailto:Tackaberry@tackaberryconstruction.com">Tackaberry@tackaberryconstruction.com</a>
<b>George W. Drummond Ltd.</b>	30 Rideau Heights Drive Nepean, ON, K2E 7A6	613-226-4440	<a href="mailto:admin@drummonds.com">admin@drummonds.com</a>
<b>Ken Miller Excavating Ltd.</b>	2148 Second Concession Rd. Maitland, ON, K0E 1P0	613-348-3755	<a href="mailto:miller@kenmillerexcavating.ca">miller@kenmillerexcavating.ca</a>
<b>Kiley Paving Ltd.</b>	892 Fairbanks Street Kingston, ON, K7P 0K6	613-386-7311	<a href="mailto:info@kileypaving.com">info@kileypaving.com</a>
<b>Lloyd McMillan Equipment Ltd.</b>	5733 Carmen Rd Iroquois, ON, K0E 1K0	613-652-4649	<a href="mailto:lloyd@mcmillanequipment.com">lloyd@mcmillanequipment.com</a>
<b>Morven Construction Ltd.</b>	6839 County Road 2 Napane, ON, K7R 3L4	613-354-9768	<a href="mailto:estimating@morvenconstruction.com">estimating@morvenconstruction.com</a>
<b>R.W. Tomlinson Ltd</b>	100 Citigate Drive Ottawa, ON K2J 6K7	613-822-1867	<a href="mailto:estimationdistributiongroup@tomlinsongroup.com">estimationdistributiongroup@tomlinsongroup.com</a>
<b>Rabb Construction Ltd.</b>	6206 Perth Street, Richmond, ON, K0A 2Z0	613-838-7222	<a href="mailto:brenda@rabb.ca">brenda@rabb.ca</a>
<b>Rutherford Contracting Ltd.</b>	224 Earl Stewart Drive Aurora, ON, L4G 6V7	905-726-4866	<a href="mailto:tenders@ruthcon.ca">tenders@ruthcon.ca</a>
<b>Thomas Cavanagh Construction</b>	9094 Cavanagh Rd. Ashton, ON, K0A 1B0	613-257-2918	<a href="mailto:estimating@thomascavanagh.ca">estimating@thomascavanagh.ca</a>

# INVITATION TO TENDER # 26-058

## AIR CONDITIONING, SOLAR & SITE WORKS

### LOMBARDY PUBLIC SCHOOL

Furthermore, in order to tender on this project a contractor must only sub-contract work to Mechanical Over \$100K Contractor who have been pre-qualified as an approved Contractor by the Upper Canada District School Board. The approved list includes the following.

Firm	Address	Phone	Email
<b>1000 Islands Mechanical Ltd.</b>	380 Herbert St. Suite E, Gananoque ON, K7G 1R1	613-382-4719	<a href="mailto:mike@timechanical.net">mike@timechanical.net</a>
<b>Brough Sheet Metal Co. Ltd.</b>	49 Terry Fox Drive Kingston, ON K7M 8N4	613-544-4794	<a href="mailto:harold@brohvac.com">harold@brohvac.com</a>
<b>Carmichael Engineering Brockville</b>	3528 Coons Road Brockville, ON, K6T 1A7	613-342-7820	<a href="mailto:smelo@carmichael-eng.ca">smelo@carmichael-eng.ca</a> or <a href="mailto:pdolan@carmichael-eng.ca">pdolan@carmichael-eng.ca</a>
<b>CEC Mechanical Ltd.</b>	31 Keyes Court, Vaughan, ON L4H 4V6	905-713-3711	<a href="mailto:dbrown@beswickgroup.com">dbrown@beswickgroup.com</a>
<b>Dilfo Mechanical</b>	1481 Cyrville Road Ottawa, ON, K1B 3L7	613-741-7731	<a href="mailto:pierre.richer@dilfo.com">pierre.richer@dilfo.com</a>
<b>E.S. Fox Ltd. Construction</b>	209 Dalton Ave. Kingston, ON, K7K 6C2	613-549-4396	<a href="mailto:king@esfox.com">king@esfox.com</a>
<b>Industrial HVAC</b> (1757417 Ontario LTD)	6456 New Dublin Road Addison, ON, K0E1A0	613-349-9102	<a href="mailto:blundy@industrialhvac.ca">blundy@industrialhvac.ca</a>
<b>Kelson Mechanical Eastern Inc.</b>	5-593 Norris Ct Kingston, ON, K7P 2R9	613-384-2222	<a href="mailto:gakelson@kelson.on.ca">gakelson@kelson.on.ca</a>
<b>Marleau Mechanical Ltd.</b>	18077 Tyotown Road South Glengarry, ON, K6H 7S7	613-932-7548	<a href="mailto:steph@marleaumechanical.com">steph@marleaumechanical.com</a>
<b>Oscar Ladouceur Mechanical Contractors</b>	355 Balmoral Ave. Cornwall, ON K6H 3G6	613-932-9492	<a href="mailto:info@ladouceurmechanical.com">info@ladouceurmechanical.com</a>
<b>Quality Mechanical</b>	1806 Casey Road Belleville, ON K8N 4Z6	613-969-7403	<a href="mailto:estimating@qualitymechanical.ca">estimating@qualitymechanical.ca</a>

### **3. SUBMISSION PROCESS**

#### **3.1. Site Examination**

Pre-tender site meeting/walk through is scheduled for **2:00 PM on April 24, 2026**, at LOMBARDY PUBLIC SCHOOL.

The site meeting/walkthrough is **MANDATORY** for all General Contractors. Attendance will be taken of the General Contractors in attendance and only those Bidders who were represented in person at the Site Examination meeting will be allowed to submit tenders on the project. Subcontractors are not required to attend the site meeting/walk through.

Bidders are to bring their own copy of the Tender Bid Package and drawings to the Site Examination meeting, as documents will not be supplied, or distributed, at the meeting.

**In the event that a mandatory site meeting is scheduled on a day of inclement weather sufficient to cancel school bus operations on that day, the mandatory site meeting will be immediately postponed to be rescheduled for another day.**

#### **3.2. Submission Requirements**

The Board shall **ONLY** accept **ELECTRONIC BID SUBMISSIONS** submitted through the Board's public purchasing portal <https://ucdsb.bidsandtenders.ca>, on or before **May 7, 2026, 3:00:00 p.m. local time** ("the Bid Closing Deadline").

**Tenders delivered or received in any other manner and/or delivered after the closing time and date specified herein, will not be considered and will be returned unopened.**

Time will be determined by the Bids&Tenders portal web server clock. The Board strongly recommends that you give yourself sufficient time and **at least ONE (1) hour** before Closing Time to begin the uploading process and to finalize your submission. Uploading large documents may take significant time, depending on the size of the file(s) and your Internet connection speed.

Bidders are cautioned that the time of their Bid submission is based on when the Bid has been successfully uploaded and submitted to the Board via their Bidding System. The Board's electronic Bidding System will send a confirmation e-mail to the Bidder advising that their Bid was submitted successfully.

Bidders can upload files up to 500 MB.

Please do not embed any documents within your uploaded files, as they will not be accessible or evaluated.

### **3.3. Electronic Submission Instructions**

THERE IS NO COST TO SUBMIT A BID ELECTRONICALLY.

- All Bidders shall have a Bidding System Vendor account and be registered as a Plan Taker for this Bid opportunity, which will enable the Bidder to download the Bid Call Document, to receive Addenda email notifications and download all documents without the watermark “preview” on them.
- To ensure receipt of the latest information and updates via email regarding this bid, or if a Bidder has obtained this Bid Document from a third party, the onus is on the Bidder to create a Bidding System Vendor account and be register as a Plan Taker for the bid opportunity.
- ELECTRONIC BID SUBMISSIONS ONLY, shall be received by the Bidding System. Hardcopy submissions not permitted.
- Bidders are cautioned that the timing of their Bid Submission is based on when the Bid is RECEIVED by the Bidding System, not when a Bid is submitted, as Bid transmission can be delayed due to file transfer size, transmission speed, etc.
- For the above reasons, it is recommended that sufficient time be allotted to complete your Bid Submission and to resolve any issues that may arise. The closing time and date shall be determined by the Bidding System’s web clock.
- Bidders should contact Bids&Tenders support listed below, at least twenty-four (24) hours prior to the closing time and date, if they encounter any problems. The Bidding System will send a confirmation email to the Bidder advising that their bid was submitted successfully. If you do not receive a confirmation email, contact Bids&Tenders support at [support@bidsandtenders.ca](mailto:support@bidsandtenders.ca).
- Late Bids are not permitted by the Bidding System.
- Bidders may edit or withdraw their Bid Submission prior to the closing time and date. However, the Bidder is solely responsible to ensure the re-submitted bid is received by the Bidding System no later than the stated closing time and date.

When preparing your submission on the Board’s Bidding System you will be required to upload the following requested information:

<b>Name</b>	<b>Type</b>	<b># Files</b>	<b>Requirement</b>
Digital Bid Bond	File Type: PDF (.pdf)	Multiple	Required
Surety - Agreement to Bond for both Performance & Material/Labour	File Type: PDF (.pdf)	Multiple	Required

### **3.4. Discrepancies or Omissions**

Bidders shall promptly examine the entire Tender Bid Package upon receipt. If a Bidder is in doubt as to the meaning of any part of the Tender Bid Package or finds discrepancies or omissions from any part of the Tender Bid Package, the Bidder may request an interpretation or correction thereof before the question deadline as specified in Section 3.5 Inquiries. Any interpretation or correction of the Tender Bid Package by the Board shall be made *only* by written addendum and shall be published to the Bids&Tenders website. The Board shall not be responsible for any other explanation or interpretation of the Tender Bid Package.

The Purchaser reserves the right to distribute any and all questions and answers pertaining to this Tender to all Bidders.

### **3.5. Inquiries**

Any Inquiry related to this tender should be directed to:

<b>Scope of Work</b>	<b>Procurement Process</b>
Huy Dinh, Project Manager, UCDSB, Cell: 613-246-1978 Email: <a href="mailto:huy.dinh@ucdsb.on.ca">huy.dinh@ucdsb.on.ca</a>	Chris Groenewoud, CSCMP, Assistant Manager of Purchasing Phone: 613-342-0435 ext. 1264 Email: <a href="mailto:chris.groenewoud@ucdsb.on.ca">chris.groenewoud@ucdsb.on.ca</a>

**All questions must be received no later than 12:00:00 noon EST, April 28, 2026.**

Bidders may submit questions by clicking on the “Submit a Question” button for this specific bid opportunity.

No response to any such inquiry shall be binding upon the Board nor shall the Bidder rely upon it unless the response is in the form of addenda being issued as described in Section 3.6 herein.

### **3.6. Addendum**

Bidders may, prior to the closing date, be advised of required addition to, deletions from, or alterations to requirements of the Tender Bid Package (collectively referred to as “Addenda”). All Addenda shall become an integral part of the Tender Bid Package and shall be allowed for in arriving at a contract award.



In the event of any conflict or inconsistency in the wording or any issue of interpretation, Addenda, when issued, shall to the extent of such conflict or inconsistency take priority over the original wording in the documents and any wording in prior Addenda.

Bidders shall acknowledge receipt of any addenda through the Bidding System by checking a box for each addenda and any applicable attachment.

It is the responsibility of the Bidder to have received all Addenda that are issued.

Bidders should check online at <https://ucdsb.bidsandtenders.ca> prior to submitting their Bid and up until Bid closing time and date in the event additional addenda are issued.

### **3.7. Bid Bond**

Bidders shall submit, with their Bid, security in the form of a **Digital Bid Bond** naming the Board as obligee, issued by a company licensed to carry on the business of surety in the Province of Ontario in an amount equal to ten (10%) percent of the bid submitted. The bond must be specific to this tender and not be combined with any bid submission for any other tender.

### **3.8. Surety Bonding**

Bidders shall submit with their Bids an Agreement to Bond, issued by a surety company licensed to carry on business in the Province of Ontario, pursuant to which the surety shall agree that in the event that the Bid is accepted, the surety will issue a **Digital Performance Bond** on behalf of the Successful Bidder naming the Board as obligee, and ensuring performance of all of the Contractor's obligations in the Contract Documents, in an amount equal to fifty percent (50%) of the contract value, and a **Digital Labour and Material Payment Bond**, also naming the Board as obligee, and extending protection to subcontractors and suppliers, in an amount equal to fifty percent (50%) of the contract value..

Upon the breach by the Successful Bidder of any of the terms or conditions of the Construction Contract entered between the Board and the Successful Bidder as a consequence of this tender, the Board may, at any time, advance a claim against any Surety Bonds provided in accordance with the terms of this Tender. The Successful Bidder acknowledges and agrees that any claim advanced by the Board against Surety Bonds will not in way limit the Board's ability to collect additional amounts owing from the Successful Bidder to the Board.

### **3.9. Digital Bonding Requirements**

All bonds required by the terms of this Tender be they Bid, Performance and/or Labour and Material Payment Bond, shall be in the form of an e-bond from a provider which has been assessed and approved by the Surety Association of Canada. A list of approved



providers is available at the following link: <http://www.surety-canada.com/en/ebonding/assessments.html>. Bidders are strongly encouraged to discuss the Board's digital bond requirements with their surety company well in advance of submitting a bid, to ensure that the bond that is submitted will meet the Board's requirements.

A scanned copy of a paper bond does not constitute a digital bond and will render your submission non-compliant. Should your surety company provide you with both Bid Bond and Agreement to Bond (item 3.8 above) in one combined document, do not attempt to split this into two separate files as it will negate the security features of the digital bond, not allowing the board to verify its authenticity and rendering it non-compliant. Simply upload the same document twice into Bids&Tenders.

The Board must be able to verify the authenticity of the Digital Bonds.

### **3.10. CCDC 2 2020 STIPULATED PRICE CONTRACT**

The Successful Bidder shall enter into a CCDC 2 2020 *Stipulated Price Contract* form of contract (the "Contract"), subject to such amendments as might be represented by the Supplementary Conditions posted in the project file on <https://ucdsb.bidsandtenders.ca>.

Contracts and Contract documents may be signed in paper form, by facsimile signature or by electronic signature in accordance with section 11 of the Electronic Commerce Act, 2000 (Ontario). It may also be signed in one or more counterparts and, once signed, can be delivered personally, by facsimile or by email of the signing page in Adobe Portable Document Format (PDF®). Each counterpart shall be considered binding on the signatory thereto and when put together shall constitute a single document.

### **3.11. No Liability for Expenses**

The Board shall not be liable, under any circumstances, for any expenses incurred by Bidders in the preparation and submission of their Bid.

### **3.12. Irrevocable Bid**

The Bid, once submitted, may be accepted by the board, in whole or in part, for a period of 14 days running from the moment that the Bid Closing Deadline lapses, and it is irrevocable during that period.

**3.13. Taxes**

*Value Added Taxes* are extra and should NOT be included in the amount bid. HST will be in addition to the bid amount. *Value Added Taxes* means such sum as shall be levied upon the *Contract Price* by the Federal or any Provincial or Territorial Government and is computed as a percentage of the *Contract Price* and includes the Goods and Services Tax, the Quebec Sales Tax, the Harmonized Sales Tax, and any similar tax, the collection of payment of which have been imposed on the *Contractor* by tax legislation.

**3.14. Signing of Tender**

The Bidder undertakes, acknowledges, confirms and agrees that by signing and submitting a Bid, the Bid then constitutes an offer in writing which, if accepted by the Board, in accordance with the terms herein constitutes an agreement between the parties.

**3.15. Withdrawal of Bid**

Any Bidder may withdraw its unopened or unannounced Bid at any time **prior** to the Tender Closing Time. Withdrawal must be affected through the Bids & Tender portal, <https://ucdsb.bidsandtenders.ca>.

For assistance contact bids&tenders support at [support@bidsandtenders.ca](mailto:support@bidsandtenders.ca).

**3.16. Right to Disqualify**

The Board reserves the right to disqualify Bids not submitted in strict accordance with the requirements of the Tender Bid Package.

### **3.17. Acceptance of Bids**

Bids must be submitted online using the Bids &Tenders portal <https://ucdsb.bidsandtenders.ca>. They must be fully completed and digitally signed by an authorized representative of the bidding company.

**Bid price must be entered online.** Where applicable, sub-contractor selection, bid breakdown will also be completed within the platform.

**All Bids must include:**

- **Bid Price.**
- **Sub-Contractor Selection(s).**
- **Digital Bid Bond.**
- **Surety Agreement to Bond.**

Where more than one submission is received for the same price and quality of items or services, the contract may be awarded by having the tied Bidders provide a written/sealed best and final offer to break the tie. In the event the Board elects to undertake this process, and should the Bids still be tied after opening of the written/sealed best and final offers, the Board shall make an award by carrying out a simple “coin toss” in a public and witnessed environment. The Bidder whose Bid was received/time-date stamped earliest will be represented by “heads”.

### **3.18. Public Opening**

There will be **NO public Bid opening**. A summary of Bids received will be made available via <https://ucdsb.bidsandtenders.ca> within twenty-four (24) hours of the closing date and time. The summary will identify the name of each Bidder and the Base Bid submitted only. The summary is supplied as information only and should not be relied upon until the Board has examined all Bids for compliance and published an Award Notice.

## **4. EVALUATION / AWARD**

### **4.1. Award of Contract**

Subject to such reservations of rights as are contained within this Invitation to Tender, a contract will be awarded to the lowest priced, compliant Bidder that has met all the requirements of this Tender.

**The overall recommended Bidder (for contract award) will be given seventy-two (72) hours from the time of being contacted by the Board to submit a current and valid Certificate of Insurance for the insurance coverage specified herein.**

**If the recommended Bidder is in good standing with WSIB, the Board is able to retrieve an electronic version of the recommended Bidder's most recent WSIB Certificate of Clearance directly from WSIB. However, if for any reason the Board is unable to retrieve a WSIB Certificate of Clearance on behalf of the recommended Bidder, the recommended Bidder will have seventy-two (72) hours from the time of being contacted by the Board to produce and submit a current and valid WSIB Certificate of Clearance.**

**Failure to provide either of these documents within the specified time period will result in the immediate rejection of the Bid as being non-compliant.**

A letter of award or a Purchase Order shall be forwarded to the Successful Bidder.

The Successful Bidder shall enter into a CCDC 2 2020 *Stipulated Price Contract* form of contract subject to such amendments as might be represented by the Supplementary Conditions posted in the project file on <https://ucdsb.bidsandtenders.ca> of this Tender.

The Board reserves the right to reject any or all Bids, not necessarily accept the lowest Bid, or to accept any Bid or revised Bid which it may consider to be in the Board's best interest. The Board also reserves the right to waive formality, informality or technicality in any Bid.

Submission of a Bid shall not obligate, nor should it be construed as obligating, the Board to accept any such offer or to proceed further with the project. The Board may in its sole discretion elect not to proceed with the project.

### **4.2. Assignment of Contract**

The Successful Bidder shall not assign the contract, or part thereof, without the prior written approval of the Board.

#### **4.3. Debriefing Process**

Unsuccessful bidders shall be entitled to a debriefing of their bid submission within sixty (60) days of notification of an award of contract by contacting:

Chris Groenewoud, CSCMP  
Assistant Manager of Purchasing  
Phone – 613-342-0371

#### **4.4. Bid Protest Procedure**

In the event that a Bidder wishes to review the decision of the Board in respect of any material aspect of the Tender process, and subject to having been through the Debriefing Process, the Bidder shall submit a protest in writing to the Board within ten (10) days from the date of the debriefing. Any protest that is not received within this period, will not be considered.

A protest in writing shall include the following:

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

For the purposes of a protest under this Tender, the protest procedure to be followed by the Purchaser will be:

1. A written response by the Manager of Purchasing and Administrative Services to the Bidder addressing each of the specific allegations within ten (10) days from receipt of the Bidder's written protest;
2. If such written response is not satisfactory to the Bidder, a subsequent written appeal by the Bidder to the Superintendent of Business summarizing the specific issues still considered to be unresolved in step 1 above within ten (10) days from the date of response by the Manager of Purchasing & Administrative Services;
3. The Superintendent of Business shall review all documentation and consider the use of legal advice or any other support mechanism to make a final decision and recommend a course of action, if required. The decision of the Superintendent of Business will be in writing and considered final for the purposes of this procedure.

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**4.5. Right Not to Proceed**

The Board reserves the right not to proceed with the contract should there be a curtailment of funding or if Bids exceed budget expectations, and the Board also reserves the right to reject all or any of the Bids whether the submitted price is lowest or not. The Board may also request further clarification of a Bid from a Bidder. While the Board is not obligated to consider Bids that do not strictly comply with its requirements, it nevertheless reserves the right to do so and specifically reserves the right to waive formalities as its interests may require.

Bidders agree that unless otherwise stated, the Board at its sole and unfettered discretion reserves the right to end formalities in the event only one (1) compliant Bid is received and enter into negotiations with that Bidder, or simply accept the Bidder's Bid or to cancel the Tender process.

## **5. TERMS AND CONDITIONS**

### **5.1. Conflict of Interest**

The Education Act states that articles or services must not be purchased from a Teacher, Supervisory Officer, Trustee or any Employee of the Board or of the Ministry of Education and Training. This also applies to firms owned directly or indirectly by an employee of a Board. This is outlined in Chapter E.2, Section 217 of the Education Act, RSO 1990. Please submit with your Bid a detailed letter indicating any possible conflict of interest.

Each Bidder shall declare to the Board as part of its Bid any situation that may be considered a conflict of interest.

### **5.2. Disputes**

In the event of any dispute or claim arising between the Board and the Successful Bidder as to their respective rights and obligations under the Contract, either party may give the other written notice of such dispute or claim in accordance with the provisions of the executed CCDC 2 2020 *Stipulated Price Contract* and the Board Supplementary Conditions to the CCDC 2 2020. If the dispute or claim cannot be resolved through negotiation to the satisfaction of both parties, then the Board shall have the right at any time to submit the particular matter to arbitration in accordance with the Arbitrations Act (Ontario). If the Board does not exercise their right to submit the matter to arbitration, then either party may submit the dispute to such judicial tribunal as the circumstances may require.

### **5.3. Force Majeure**

*Force Majeure* means delays in or failure in the performance of either party under any Contract awarded in furtherance of this Tender, if and to the extent the failure in performance is caused by events or circumstances which are beyond the control and without the fault or negligence of the party affected, and which by reasonable diligence the party affected was unable to prevent, including but not limited to decrees of Federal or Provincial Government, Pandemics, Epidemics and/or disease, acts of God, fires, floods, explosions, riots, war, rebellion, sabotage and atomic or nuclear incidents; however lack of finances, strikes or other concerted acts by workers, delay or failure arising out of the nature of the work to be done, or from the normal action of the elements, or from any normal difficulties which may be encountered in the performance of the work, having regard to the nature thereof, shall in no event be deemed to be a cause beyond the party's control.

In the event that the performance of any Contract awarded under this Invitation to Tender is made impossible for Force Majeure, then either party shall promptly notify the



other in writing and the Board shall either: terminate the Contract forthwith and without any further payments being made, or authorize the Contractor to continue the performance of the Contract with such adjustments as are required by the existence of the Force Majeure and agreed upon by both parties. In the event that the parties cannot agree upon the aforementioned adjustments, it is agreed by the parties that the Contract shall be terminated.

If the Contractor is delayed in the performance of the Work by Force Majeure, then the Contract Time shall be extended for such reasonable time as the Consultant and Owner may recommend in consultation with the Contractor. The extension of time shall not be less than the time lost as a result of the event causing the delay, unless the Contractor agrees to a shorter extension. The Contractor shall not be entitled to payment for costs incurred by such delays unless such delays result from the actions of the Owner.

In the event Force Majeure occurs, the party who is delayed or fails to perform shall take all reasonable steps to eliminate the cause.

Should the Force Majeure event last longer than thirty (30) days, the Board may terminate the Contract by notice to the Successful Bidder without further liability, expense or cost of any kind.

#### **5.4. Freedom of Information**

The Bid and any accompanying documentation submitted by the Bidder and accepted at the closing date and time specified shall become the property of the Board and shall not be returned. The Bid shall be subject to the Freedom of Information and Protection of Privacy Act, R.S.O. 1990, F-31. A Bidder must identify any information contained in its Bid that is submitted in confidence.

#### **5.5. Governing Law**

This Tender and any subsequent agreement resulting from it will be governed by and interpreted in accordance with the laws of the Province of Ontario.

#### **5.6. Indemnification**

The Successful Bidder will always indemnify and save harmless the Board, its agents and employees, against all actions, suits, claims and demands, which may be brought for any loss, costs, damages, charges or expenses whatsoever which may be sustained, incurred or paid by the Board, its agents or employees, by reason of the errors or omissions of the Successful Bidder, in regard to this Invitation to Tender or any Contract which results therefrom, including any charges arising as a result of any health and safety violation on the part of the Successful Bidder. The Successful Bidder hereby grants to the Board full power and authority to settle any action, suit, claim or demand

on such terms as the Board may deem advisable, and hereby covenants and agrees to pay the Board on demand all monies paid by the Board pursuant to any such settlement, together with the costs of the Board or its solicitor in defending or settling any such action, suit, claim or demand.

#### **5.7. Employees**

In the performance of any Contract arising from this Invitation to Tender, the Successful Bidder shall at all material times be considered an Independent Contractor. Neither the Successful Bidder nor any of its employees shall be deemed to be employees of the Board.

#### **5.8. Sub-Contracting**

Sub-contracting of any portion of the supplies and services required in this Tender will not be permitted without the prior written consent of the Board. Any work undertaken by Board approved Sub-Contractors shall in no way relieve the Successful Bidder of his/her responsibilities to the Board.

#### **5.9. Insurance**

The Successful Bidder shall provide and maintain insurance during the term of the contract as described in the CCDC 2 2020 *Stipulated Price Contract*, CCDC 41 Publication Date: December 14, 2020 ("CCDC 41"), Supplementary Conditions, and as specified hereunder:

##### **Supplement (A) – General Liability**

CCDC 41, Clause 1., shall be amended by replacing the first sentence, with the following:

*"General Liability Insurance shall be with limits of not less than \$15,000,000.00 per occurrence, an aggregate limit of not less than \$15,000,000.00 within any policy year with respect to completed operations, and a deductible not exceeding \$10,000.00"*

Supplement (C) – Broad Form (Occupancy)

CCDC 41, Clause 5., shall be amended by the addition, at the end of the clause, of the following sentence:

*“The Policy of Insurance must permit the use and occupancy of the Project, or any part thereof, where such use or occupancy is for the purposes for which the Project is intended upon completion.”*

Supplement (D) – Structural

CCDC 2 2020 *Stipulated Price Contract*, GC 11.1.1.1, shall be amended by the addition, at the end of the clause, of the following sentence:

*“If the Contractor is to engage in underpinning, removal or weakening of structural supports, underground work, or soldier piling and lagging operations, it must obtain an endorsement to its General Liability Insurance which overrides any exclusion or policy limitation with respect to those construction activities. If the Contractor employs Subcontractors for any such work, the Contractor shall ensure that the Subcontracts include the requirements for the Subcontractors to secure and maintain such coverages.”*

Supplement (E) – Wrap-Up Liability

CCDC 41, Clause 1., shall be replaced with the following:

*“Wrap-Up Liability Insurance: The Contractor shall carry and maintain Wrap-Up Liability Insurance for the full scope of the project works, in the joint names of the Owner UCDSB, the Contractor, all Trade Contractors and Subcontractors, the Consultant and all sub consultants with a limit of not less than \$10,000,000.00 per occurrence and a deductible of not more than \$10,000.00. The Insurance coverage shall be primary to all other insurance Policies and shall not be materially less in scope of coverage than the insurance provided by IBC Form 2100 (including an extension for a standard form of non-owned automobile liability policy) and IBC Form 2320, except for the liability arising from damage to the Project during construction, which shall be limited to the completed operations period. The Wrap-Up Liability Insurance shall be maintained from the date of commencement of the Project and until 90 calendar days after “Ready-for Takeover” as contemplated by the CCDC 2 2020 Stipulated Price*

*Contract. The Policy is to also provide coverage for completed operations hazards from the date of "Ready-for Takeover" as contemplated by the CCDC 2 2020 Stipulated Price Contract for a period of two (2) years. The Contractor shall then provide, maintain and pay for Liability Insurance coverage for completed operations hazards with limits of not less than \$5,000,000.00 per occurrence and a deductible of not more than \$10,000.00 on an ongoing basis for a further period of four (4) years."*

#### Supplement (G) – Environmental Liability

CCDC 2 2020 shall be amended by the addition of paragraph 11.1.1.9, reading as follows:

*"The Contractor shall carry and maintain Contractors Environmental Liability ("CEL") Insurance. Such insurance shall have a limit not less than Five Million Dollars (\$5,000,000.00) per occurrence and in the aggregate. Such insurance shall cover for Third Party claims for Bodily Injury, Property damage, Clean-up costs and related Legal Expense for Pollution Conditions that result from, or are disrupted by, services rendered by or on behalf of the Contractor in fulfillment of the Agreement. The policy will apply to Pollution Conditions on, at, under or migrating from the job site. The policy shall be maintained for the full duration of the Contract period from achievement of Ready-for-Takeover for a period of one (1) year thereafter. The CEL Insurance shall include UCDSB as an additional insured, along with any other person or entity who UCDSB may reasonably require to be added as additional insureds."*

To the extent there is any conflict between the coverages and liability limits contained within this Tender, and those coverages and liability limits contained within the CCDC 2 2020 Stipulated Price Contract, CCDC 41, and Supplementary Conditions, the coverage and liability limits specified by this tender shall prevail.

The required insurance shall be in the name of the Successful Bidder and shall name the Upper Canada District School Board as an additional insured.

#### **5.10. Health & Safety – Laws, Regulations and Acts**

The Successful Bidder shall be solely responsible in the performance of the contract and progression of the work thereunder, for compliance with, and for all costs of compliance with, all safety standards established by law or Upper Canada District School Board policy prior to, at the time of, or subsequent to tender, including but not

limited to the common law, statutory enactments, and the regulations of the Ontario Health & Safety Act and with safety standards established by industry associations where applicable. The Successful Bidder shall also ensure that all electrical/mechanical components supplied comply with the Canadian Standards Association/Underwriters Laboratory Canada and/or Hydro One or respective local utility provider. All natural gas equipment provided must conform to the standard of the TSSA (Technical Standards & Safety Authority). Breach of these conditions will be a fundamental breach of contract.

The Successful Bidder shall be responsible for ensuring the same compliance by its suppliers and subcontractors.

The regulations of the Occupational Health and Safety Act will govern all operation, as well as handling, labelling, and usage of chemicals in this bid. The Successful Bidder will be fully responsible to ensure the safety of all workers, students, staff and the general public. Only competent and skilled personnel will be provided by the Successful Bidder under this contract. The Successful Bidder will be responsible to monitor adherence to safety standards and provide supervision and instruction to staff. The Upper Canada District School Board reserves the right to cancel this contract without notice for non-compliance with the regulations of the Occupational Health & Safety Act.

#### **5.11. Workplace Safety and Insurance Board (WSIB)**

The Successful Bidder shall provide a valid current Certificate of Clearance supplied by the Workplace Safety and Insurance Board. Failure to provide such documentation will result in the termination of the Contract.

It is the responsibility of the Successful Bidder to ensure and provide the Upper Canada District School Board with the Certificate(s) of Clearance from any and all sub-contractors.

Where the effective date on Certificate(s) expires or may expire during the bid period and/or during the course of the work contracted, new certificates will be provided by the contractor to the Upper Canada District School Board promptly.

#### **5.12. Accessibility For Ontarians With Disabilities Act**

The Successful Bidder must be capable to recommend and deliver, as appropriate for each deliverable, accessible and inclusive goods and/or services consistent with the Ontario Human Rights Code (OHRC), the Ontarians with Disabilities Act, 2001 (ODA) and Accessibility for Ontarians with Disabilities Act, 2005 (AODA) and its regulations in order to achieve accessibility for Ontarians with disabilities.

In accordance with Ontario Regulation 429-07 made under the Accessibility for Ontarians with Disabilities Act, 2005 (Accessibility Standards for Customer Service),

Clients have established policies, practices and procedures governing the provision of its goods and services to persons with disabilities.

The Successful Bidder is required to comply with the Purchaser's accessibility standards, policies, practices and procedures, which may be in effect during the Term of the Agreement, and which apply to the deliverables to be provided by the Successful Bidder.

The AODA and related information may be found at:

<https://www.ontario.ca/page/accessibility-laws>

### **5.13. Confidentiality**

The Successful Bidder recognizes that it may, by nature of the goods and services being provided to the Board, have access to confidential information. It is understood and agreed that the Successful Bidder, its employees, agents, representatives and officers shall hold all information, whether confidential or not, in the strictest confidence.

The Successful Bidder, its employees, agents, representatives and officers shall not disclose, nor permit by any act or failure to act, the disclosure of, any information to any third party at any time during or after the term of its Contract with the Board. Nor will they use any information however obtained as a result of performing duties for the Board for their own commercial, financial or personal advantage. They also acknowledge that they may be held both criminally and civilly responsible for any breach of confidentiality.

### **5.14. Termination**

Where the Successful Bidder neglects to perform the work properly or otherwise fails to comply with the requirements of the Contract to a substantial degree, the Board may, upon giving written notice to the Successful Bidder, terminate for default the whole or any part of the contract, either immediately or after the expiration of a cure period, as specified in the notice, if the Successful Bidder has not cured the default to the satisfaction of the Board within that cure period.

If the Successful bidder is adjudged bankrupt or makes a general assignment for the benefit of creditors because of the Successful Bidder's insolvency, or if a receiver is appointed because of the Contractor's insolvency, the Board may, terminate the Contractor's right to continue with the Work, by giving written notice to either the Successful bidder or its Trustee.

The Board reserves the right to terminate the contract without cause, in whole or in part, whenever the Board determines that such termination is in the best interest of the Board, upon giving thirty (30) days written notice to the Successful Bidder. In the event



of cancellation, the Board shall pay all reasonable costs incurred by the Successful Bidder up to the date of termination. The Successful Bidder shall not be compensated for any other damage resulting from the cancellation including but not limited to loss of profit, consequential, indirect, and/or special damages

#### **5.15. Payment Terms and Conditions**

Payment will be made in accordance with the provisions of the CCDC 2 2020 *Stipulated Price Contract* as amended by the Supplementary Conditions, and the Construction Act.

Invoices must be submitted to the Board's Architect overseeing the project.

Invoices shall contain the Purchase Order number and the Activity ID number.

The HST amount must be shown as a separate item, and any Tariff/Custom Duties paid and the applicable tariff classification code and rate must be detailed. Invoices which fail to contain this information will not be considered a "Proper Invoice" within the meaning of the OCA.

#### **5.16. Notice of Project**

The Successful Bidder shall be responsible to take out a Notice of Project to the Ministry of Labour and shall properly post on site prior to commencing the project as set out in section 6(1) of the Regulation for Construction Projects, O.Reg 213/91 (the regulation). Proof of such Notice must be made evident to the Board before the first payment release shall be made.

#### **5.17. Permits, Licenses and Approvals**

Unless otherwise stated, the Successful Bidder shall be responsible for applying for, obtaining and maintaining, at its own cost (excepting building permit fees, municipal site plan approval or committee of adjustment application fees) all necessary permits, licences, consents and approvals relating to the provision of the work in accordance with the Contract and shall not do or cause to be done anything in violation of any such permits, licences, consents and approvals. If the attention of the Successful Bidder is called to any such violation on the part of the Successful Bidder, or of any person employed or engaged by the Successful Bidder, the Successful Bidder shall immediately, at its sole expense, cease such action and correct the violation. Further, upon completion of the work, the Successful Bidder must furnish final certificates of approval by the inspecting authority, where applicable and required.

#### **5.18. Errors and Omissions**



It is understood and agreed that this Invitation to Tender includes specific requirements and specifications. The information is not guaranteed or warranted to be accurate by the Board, nor is it necessarily comprehensive or exhaustive. The Board shall not be held liable for any errors or omissions in any part of this Invitation to Tender.

Nothing in this Invitation to Tender is intended to relieve the Bidders from forming their own opinions and considerations with respect to all matters addressed herein.

There will be no consideration of any claim, on or after submission of Tenders premised upon there being any misunderstanding on the part of the Bidder with respect to the conditions imposed by the Contract.

#### **5.19. Quantities**

While the Board has made every effort to ensure that quantities stated in the Invitation to Tender are accurate, the Board assumes no liability for any inaccuracy and the Successful Bidder shall be paid based on the actual quantities. Stated quantities are approximate and are provided for the purpose of comparing competing Bids only.

#### **5.20. Freedom of Information**

The Tender and any accompanying documentation submitted by the Bidder prior to the closing date specified in this document shall become the property of the Board and shall not be returned. The Tender shall be subject to the Freedom of Information and Protection of Privacy Act, R.S.O. 1990, F-31. The Bidder must identify any information, including pricing, contained in the Tender that is submitted in confidence.