



**Cochrane District
Services Board**

**Conseil des services
du district de Cochrane**

**REQUEST FOR PROPOSAL
(RFP) #2026-0223-1317**

**Design-Build Services for new 6 plex
in
Hearst, ON**

**Issued: Monday, February 23rd,
2026**

**Closes: Monday March 16th,
2026 by 2:00 pm (EST)**

***** EMAIL BID SUBMISSIONS ONLY *****

COMMUNICATIONS NOTICE

All questions related to this Request for Proposal (RFP) or for clarification on completing the Form of Bid shall be submitted via email.

The CDSB reserves the right to extend the deadline for questions if required regarding this RFP.

Written answers or clarifications to issues of substance shall be shared with all Bidders and issued as part of the RFP in the form of an Addendum. **All Bidders are advised that any Addenda issued will only be sent via email to Bidders that have registered with the CDSB by emailing:**

CDLHC@CDSB.CARE

It is the sole responsibility of each Bidder to check with CDSB for all Addenda that have been issued for this Request for Proposal.

TABLE OF CONTENTS

- PART I – PROJECT 3
 - A. PURPOSE OF THE RFP 3
 - B. PROJECT OVERVIEW 3
 - C. SCOPE OF WORK..... 3
 - D. Functional Space Requirements..... 4
 - E. PROJECT SCHEDULE 6
- PART II – EVALUATION OF SUBMISSIONS 7
 - F. RFP SUBMISSION REQUIREMENTS 7
 - G. RFP RESPONSE FORMAT AND CONTENTS 8
 - H. EVALUATION OF SUBMISSIONS 10
- PART III – TERMS AND CONDITIONS 11
- PART IV - GENERAL CONDITIONS..... 37
- Appendix A: Forms..... 62
 - FORM 1: MANDATORY REQUIREMENTS CHECKLIST 63
 - FORM 2: SIGNATURE PAGE 64
 - FORM 3: PRICING 65
 - FORM 4: LIST OF SUB-CONTRACTORS 66
 - FORM 5: REFERENCES..... 67
- APPENDIX B - SURVEY 68

PART I – PROJECT

A. PURPOSE OF THE RFP

The Cochrane District Services Board, (hereinafter referred to as “CDSB”), is issuing this Request for Proposal, (hereinafter referred to as “RFP”), to select a qualified firm interested and capable to act as the General Contractor to provide a turnkey fixed-price solution for both the design and construction of a new residential 6 plex (hereinafter referred to as the “Contract”, “Work” or “Project”).

The form of agreement will be CCDC 14 – 2013 Design-Build Stipulated Price Contract. CCDC 14 is a standard prime contract between the Owner and the Design-Builder where the Design-Builder provides the design services and performs the work under one agreement, for a single, pre-determined stipulated or fixed price.

B. PROJECT OVERVIEW

The Cochrane District Services Board (CDSB) is taking an innovative approach to address the growing need for supportive housing in Hearst. The 6plex Project aims to build a new one-storey residential building with 6 apartments on a vacant parcel of land located at 1317 Edward Street in Hearst, ON.

Land Legal Description: PT BLK Z PL M30C HEARST TOWNSITE BEING PART 1 0N PLAN 6R-9542; TOWN OF HEARST. PIN part of 65039-033 (LT)

The land is approximately 1,350 m² having a frontage of 30 meters and depth of 45 meters and is located at 1317 Edward Street. The property is currently zoned as Institutional which is appropriate for a supportive housing use. Rezoning and by-law amendments will NOT be required.

C. SCOPE OF WORK

The successful Proponent will be responsible for undertaking a turn-key project comprised of project management, design and construction for a new 6-unit apartment building located in Heart, Ontario. The total building area should be between 2,850-3,000 square feet. The proposed apartment building is to be constructed using **either conventional stick-frame construction or a modular building system** bearing a pitched roof suitable for the local climate and snow load conditions

The selected Design-Builder will be responsible for delivering a complete design-build solution, including but not limited to the following:

1. Design & Pre-Construction Services

- Conduct site assessments and confirm existing conditions.
- Provide preliminary concepts, schematic design, and final construction drawings.
- Coordinate all required surveys, engineering, and geotechnical investigations.
- Secure all permits, approvals, and municipal requirements.
- Full detailed construction drawings and specifications suitable to satisfy the requirements of all AHJ's for this work, including but not limited to:
- Full detailed construction specifications.

2. Construction Services

- Provide site preparation, excavation, and foundation work.
- Construct apartment building as per approved designs, ensuring compliance with the Ontario Building Code, licensed childcare design guidelines, public health and local bylaws.
- Supply and install all building systems (structural, mechanical, electrical, plumbing, HVAC, etc.).
- Coordinate subcontractors and trades as required.
- Ensure quality control, safety, and adherence to schedule.
- The Design-Builder will provide all materials, services, equipment, manpower and specialized services required to complete the project.

3. Project Management & Close-Out

- Develop and maintain a project schedule and budget.
- Provide regular updates and progress reports to the Owner.
- Maintain open communication and respond to issues in a timely manner.
- Project Closeout Conduct final inspections and testing.
- Provide as-built drawings, warranties, and operation manuals.
- Address any deficiencies prior to project handover.
- Prepare all required permit applications for authorities having jurisdiction.

D. FUNCTIONAL SPACE REQUIREMENTS

Interior spaces shall include:

- a. 4 bachelor apartments (approximately 350 ft²) with full kitchen and bathroom;
- b. 2 one-bedroom barrier-free apartments (approximately 430 ft²) with full kitchen and bathroom;

- c. All kitchens require standard residential appliances (fridge/freezer, stove/oven, range hood, microwave, and dishwasher);
- d. All bathrooms require walk-in showers, sink and vanity, mirror, toilet, exhaust fan, and standard fixtures and accessories;
- e. 1 common entrance and 1 emergency exit;
- f. 1 administrative office and/or consultation room;
- g. 1 staff washroom;
- h. 1 shared laundry facility with two washers and dryers;
- i. 1 mechanical, electrical, and storage room with slop sink for janitorial duties;
- j. All doors should include standard keys with master key;
- k. Interior and exterior video surveillance system;
- l. Interior finishes should be light, inviting, durable and culturally appropriate. The CDSB is open and flexible to alternative products, materials, and finishes that the Proponent may recommend. Consideration for alternative products will be based on cost-effectiveness, installation, availability, durability, and maintenance.
- m. All other components as per regulations such as, but not limited to, the National and Ontario Building Code, National Fire Code, and municipal compliance requirements.

Exterior spaces shall include:

- n. New access from Edward Street;
- o. Asphalt parking lot that meets the Town of Hearst's minimum parking requirements;
- p. Landscaping, pathways and site enhancements;
- q. Exterior waste and recycling area;
- r. Exterior mailboxes;
- s. Dedicated area for snow removal.

E. PROJECT SCHEDULE

Event	Expected Completion Date
Issuance of RFP (this document)	February 23, 2026
Mandatory Pre-Bid Site Visit **Please schedule in advance by contacting cdlhc@cdsb.care.	Available upon request
Deadline for receiving questions on RFP	March 13, 2026
Deadline for issuance of Addenda	TBD
Closing date for RFP	2:00 p.m. Monday March 16, 2026
Selection of successful candidate	by March 31, 2026
Construction	April to December 2026

PART II – EVALUATION OF SUBMISSIONS

F. RFP SUBMISSION REQUIREMENTS

Proponents are required to submit their responses to this RFP as follows:

- Technical and Financial Submissions must be received electronically through the designated email address used by the CDSB for the receipt of public bid opportunities.

Responses must be submitted as per the Closing Date above and in the format described in Part II. Proposals submitted after the required dates and times will not be considered. Proponents are solely responsible for ensuring that responses are submitted as required. Delays caused for any reason will not be grounds for an extension of the submission deadline. Responses submitted by fax or mail will be rejected.

G. RFP RESPONSE FORMAT AND CONTENTS

G.1: SITE MEETING

Not applicable.

G.2: GENERAL REQUIREMENTS

Proponents' responses should not exceed 20 pages, not including the title page, table of contents, forms, and appendices. Please use Arial 12 font or larger.

Forms and curriculum vitae of proposed members of the Project Team should be included in appendices.

- a) All information provided in your response should contain sufficient detail that clearly expresses the respondent's capabilities, competency, qualifications, and ability to effectively deliver the goods and services required to successfully complete the project.
- b) The detail and clarity of the response will be considered indicative of the respondent's expertise and competence.
- c) To assure a uniform review and evaluation process, and to obtain the maximum degree of comparability, responses are to be presented in the order of the items listed under Mandatory Requirements and Specific Requirements.

G.3: MANDATORY REQUIREMENTS

Respondents are required to submit the following as an appendix:

- a) Confirmation that the respondent is in current good standing with WSIB and/or WSIB clearance certificate;
- b) Confirmation that the respondent is able to acquire and maintain in place project professional liability insurance in an amount not less than two million dollars (\$2,000,000.00)
- c) General liability insurance of \$5 million per occurrence is to include \$2,000,000 for non-owned company vehicles.
- d) Automobile insurance per statutory requirements in Ontario for company owned vehicles with a third-party liability limit of not less than \$2,000,000 per occurrence.
- e) Builders Risk Insurance
- f) Form 1: Mandatory Requirements Checklist;
- g) Form 2: Signature Page
- h) Form 3: Pricing
- i) Form 4: List of Sub-Consultants

Failure to submit the documents listed and/or in the format required will result in the respondent's submission being rejected without further notification.

G.4: SPECIFIC REQUIREMENTS

- a) **A title page** that includes the legal name of the respondent, address, telephone and fax numbers, e-mail address, the name of the primary contact and date of the RFP response;
- b) **A table of contents** that clearly cross references the information contained in the response;
- c) The Proponents **key staff** that will be engaged in this project and their team roles – submit as an organizational chart and attach single page resumes in an appendix;
- d) Names of the manufacturers, contractors, civil engineering, structural, electrical, mechanical and any other specialised **sub-consultant firms** that will be engaged by the Proponent;
- e) An outline of the respondent's **experience as a general contractor, project management, and recently completed new build or renovation projects.**
- f) **A proposed approach** for undertaking a project of this nature and scope and what would be considered significant key success factors. The Proponent shall include information that describes/demonstrates:
 - The Respondent's design and project management philosophy;
 - The Proponent understands the unique considerations of senior living.
 - Value-added services brought by the Proponent to this Project; and
 - A summary of the risks, problems, or issues associated with the Work and how these will be mitigated.
 - Preliminary site layout, conceptual floor plan and/or visual examples of the proposed apartment building to help with internal owner discussions.
- g) **A detailed work plan, schedule, and outline of deliverables.** The Proponent shall articulate, clearly and concisely, the following information in their Proposal:
 - An indication of how soon the Proponent can commence the Work;
 - A Work Plan, indicating the method, tasks, deliverables;
 - A schedule that identifies Work phases, by Gantt Chart, or other similar illustration, including key dates for major deliverables, Note: the successful Proponent shall provide a final schedule;
 - Proposed staffing roles and the amount of time, shown in hours, each team member will dedicate to this Project;
 - State the assumptions regarding the roles of CDSB and owner requirements.

- h) The Proposal is a Fixed Fee Contract, and the amount shall be stated in Canadian funds and shall include all applicable charges. Proponents are encouraged to provide as much information as possible in terms of the breakout of fees and disbursements, and supplementary budget can be included as an attachment. The Harmonized Sales Tax (HST) should be identified separately within the overall lump sum fee.
- i)

H. EVALUATION OF SUBMISSIONS

The following weighting will be used when assessing the submissions:

		POINTS
1.	Qualifications of the General Contractor Staff/Team/Experience	20
2.	Qualifications of the Sub-Consultants	15
3.	Approach and Understanding of the Project	25
4.	Work Plan and Schedule	20
5.	Proposal Price	20
TOTAL POINTS		100

SUCCESS MEASURES

The CDSB intends to select a Proponent team that best demonstrates alignment to CDSB values and vision, capacity to successfully design and deliver the Work, and meet the following critical success factors:

- a) A Proponent team that demonstrates knowledge of, and experience in, providing similar projects of comparable nature, size, and scope;
- b) A Proponent team that demonstrates an appreciation of the benefits of collaboration and experience in engaging all users and stakeholders in the planning and implementation process;
- c) Design that maximizes lifecycle of building elements and minimizes maintenance costs;
- d) An approach that maximizes value for money and affordability;
- e) Demonstrate alignment with CDSB's vision, mission and values.

PART III – TERMS AND CONDITIONS

BID NOTICE

Only electronic bid submissions shall be accepted and received via email (CDLHC@CDSB.CARE) by the closing date and time stated above.

1.0 SCOPE OF WORK

As described in PART I

2.0 CONTRACT REQUIREMENTS

Bidders are advised of the following contract requirements for this Request for Proposal:

Bid Security

There is no bid security, performance security or labour and material payment security required for this Request for Proposal.

Site Meetings

Not applicable.

3.0 TO OBTAIN DOCUMENTS

Preview and Supply of Request for Proposal Documents

A complete set of Request for Proposal documents may be obtained by email requests at: CDLHC@CDSB.CARE

Accommodations for Bidders with Disabilities

In accordance with the Ontario Human Rights Code, Ontarians with Disabilities Act, 2001 (ODA) and Accessibility for Ontarians with Disabilities Act, 2005 (AODA), the CDSB will accommodate for a disability, ensuring full and equitable participation throughout the bid process.

If a Bidder requires this Request for Proposal in a different format to accommodate a disability, the Bidder must contact CDLHC@CDSB.CARE as soon as possible and in any event prior to the closing date. The Request for Proposal in the different format will be issued only to the requesting Bidder and all Addenda will be issued in such different format only to the requesting Bidder.

INSTRUCTIONS TO BIDDERS

These instructions define your obligations and limit your rights. Failure to follow the instructions may result in the disqualification of your Bid. Read carefully.

1. Interpretation

In these Instructions and in all the Contract Documents, unless the context otherwise necessitates,

- (a) a word importing the masculine, feminine or neuter gender only includes members of the other genders;
- (b) a word defined in or importing the singular number has the same meaning when used in the plural number, and vice versa;
- (c) a reference to any Act, bylaw, rule, or regulation or to a provision thereof shall be deemed to include a reference to any Act, bylaw, rule, regulation, or provision enacted in substitution therefor or amendment thereof;
- (d) the headings to each section are inserted for convenience of reference only and do not form part of the Contract;
- (e) all accounting terms have the meaning recognized by or ascribed to those terms by the Canadian Institute of Chartered Accountants;
- (f) all references to time shall be deemed to be references to current time in the CDSB;
- (g) any reference to an officer of the CDSB shall be construed to mean the person holding that office from time to time, and the designate or deputy of that person, and shall be deemed to include a reference to any person holding a successor office or the designate or deputy of that person;
- (h) words and abbreviations which have well-known professional, technical or trade meanings are used in the Contract Documents in accordance with such recognized meanings.

2. Definitions

Capitalized words and phrases used in this Request for Proposal, including all Appendices and Addenda, or as otherwise specified, the following definitions shall apply:

- (a) “Addendum” means a written addendum issued under these Instructions;

- (b) “Bid” means a bid made by a Bidder in response to the RFP;
- (c) “Bid Price” means any Unit Price or other component of the Total Contract Price;
- (d) “Bidder” means any person submitting a Bid in response to a Bid Notice;
- (e) “Bidding System” means the email used by the CDSB for the advertisement of public bid opportunities and which is required to be used for all dissemination of information by or on behalf of the CDSB and submissions from Bidders for this Request for Proposal.
- (f) “Business Day” means any day other than a Saturday, Sunday, public holiday, or other day on which banks in Ontario are authorized or required by law to be closed;
- (g) “Contractor” means the person undertaking the execution of the Work under the term of the Contract, and pending execution of the Contract includes a Successful Bidder, within the meaning of the Instructions to Bidders;
- (h) “Contract Documents” means all the following documents, and in the event of a conflict between them, each shall enjoy priority against the others (subject to any express term or condition to the contrary) in accordance with the following successive order:
 - i) any Addendum,
 - ii) any Special Provisions,
 - iii) the General Conditions;
 - iv) the Specifications, with any supplemental specifications taking priority over the standard specifications, if any;
 - v) any contract drawings,
 - vi) these Instructions;

- vii) the standard form text of the Form of Bid as prescribed by the CDSB;

provided by the CDSB or any consultant to the CDSB to the Successful Bidder, and the Bid of the Successful Bidder to whom the contract is awarded, and any other document agreed by the parties to constitute one of the Contract Documents;

- (i) “Default” means any act or event of default as contemplated in the Bid documents; and without restricting or limiting the rights and privileges of the CDSB to any broader interpretation, any default of or in respect of a term, covenant, warranty, condition or provision of the Contract, or a liability caused, by an officer, director, partner, employee, Sub-Contractor or agent (or an officer, director, partner or employee of a Sub-Contractor or agent) of the Successful Bidder shall constitute a default by the Successful Bidder;
- (j) “Electronic Bidding” means a method of issuing this Request for Proposal and/or receiving Bids where the process of using and/or receiving Bids by email is considered appropriate.
- (k) “Form of Bid” means the bid form relating to the Project or Works and for the sake of greater certainty includes the Bid Form, Form of Bid – Schedule of Quantities and Prices, and Schedule of Prices;
- (l) “Goods” means any item of tangible personal property or computer software, and includes
 - i) deeds and instruments relating to or evidencing the title or right to such personal property, or a right to recover or receive such property;
 - ii) tickets or like evidence of right to be in attendance at a particular place at a particular time or times or of a right to transportation; and
 - iii) energy, however generated;
 - iv) items of tangible personal property that are intended for installation as a fixture or otherwise for incorporation into land, a building or structure, or that are ornamental or industrial trees, grass sod, flowering plants, shrubs, soil, seed, or fertilizer;
- (m) “Lump Sum Price” means an all-inclusive one price that applies to a single item, or specific Service as set out on the Form of Bid.

- (n) “Purchasing Manager” means the CDSB’s Procurement Manager or the Director of Financial Services;
- (o) “Project” means the supply and delivery of Goods, the delivery and performance of any Services and the completion of the Work in whole or in part as contemplated in the RFP;
- (p) “Project Manager” means the person (if any) designated by the CDSB to manage the delivery or performance of the Project, Work or Supply to which the RFP relates, or the CDSB’s obligations under the Contract;
- (q) “Services” means a service of any description required in order to complete the Project, whether commercial, industrial, trade, or otherwise, and includes all professional, technical, and artistic services, and the transporting, acquiring, supplying, storing, and otherwise dealing in Goods;
- (r) “Specifications” means all written or printed descriptions or instructions pertaining to the method and the manner of performing the Work, to the Scope of Work and to the quality of materials to be furnished under the Contract;
- (s) “Sub-Contractor or Sub-Trade” is a person or entity having a direct Contract with the Successful Bidder to perform a part or parts of the Services or to supply Goods and/or Services with respect to the Project, upon the prior approval of the CDSB;
- (t) “Successful Bidder” means the Bidder whose Bid is selected by the CDSB for the award of the Contract in respect of a Project or Works;
- (u) “Supply” means the supply of a Good or Service, and
 - i) in relation to a Good, includes the sale, rental, lease or other disposition or provision of the Good or an interest therein or a right thereto, or an offer so to dispose of the Good or interest therein or a right thereto; and
 - ii) in relation to a Service, includes the sale, rental or other disposition or provision of the Service or an offer so to provide a service;
- (v) “Tender” means the request for Proposal to which these Instructions relates, and any renewal or substitute for that request for qualifications;

- (w) “Total Contract Price” means the fully inclusive, all-in total contract price, constituting the sum of all costs quoted by a Bidder in its Bid with respect to the Project, Work or Supply,
 - i) including the purchase price for all materials, labour costs, service costs, costs for temporary structures and facilities, utility costs, warranty costs, life cycle costs, operating and disposal costs; but
 - ii) excluding any options or alternatives requested in the Tender Notice or other Contract Documents that the CDSB elects not to purchase; and
 - iii) excluding Value Added Taxes or other applicable sales or value added taxes, imposed under the Laws of Ontario and the Laws of Canada applicable therein;
- (x) “Unit Price” means any Unit Price or other component of the Total Contract Price;
- (y) “Value Added Taxes” means such sum as shall be levied upon the Total Contract Price by the Federal or Provincial or Territorial Government and is computed as a percentage of the Total Contract Price and includes the Goods and Services Tax, the Ontario Retail Sales Tax, the Quebec Sales Tax, the Harmonized Sales Tax, and any similar tax, the collection and payment of which have been imposed on the Bidder by the tax legislation;

3. Submission of Bid

- (1) Electronic Bid submissions only, shall be accepted and received by the designated email, on or before the closing date and time stated in this Request for Proposal.

Bids submitted by mail, in person, or fax shall not be accepted.
- (2) It is the exclusive responsibility of each Bidder to submit a complete Bid in accordance with these Instructions, the Form of Bid, the Bid Notice, the Specifications, and the Special Provisions.
- (3) Bidders shall register as a plan taker for this Request for Proposal by emailing CDLHC@CDSB.ON.CA. Only registered plan takers will receive Addendum email notifications and will be able to submit their Bid via email.

If a Bidder has obtained the Request for Proposal document from a third party, the onus is on the Bidder to register with CDSB as a plan taker for the bid opportunity.

- (4) It is the Bidder's responsibility to ensure that their Bid is received by email on or before the closing date and time stated in the Request for Proposal document.

Bidders are advised that the timing of their Bid submission is based on when the Bid is **RECEIVED** by email, not when a Bid is submitted by a Bidder, as Bid transmission can be delayed in an "internet traffic jam" due to file transfer size, transmission speed, etc.

- (5) Bidders shall allow sufficient time for their Bid submission, including any attachments, to be delivered through the CDSB's email server. Late Bid submissions shall not be accepted.
- (6) The CDSB will send a confirmation email to the Bidder advising that their Bid was submitted successfully. If an email confirmation is not received, contact CDLHC@CDSB.CARE.
- (7) All documents prepared and work carried out by a Bidder in preparing its Bid, and all oral presentations to the CDSB in connection with a Bid, shall be without cost to the CDSB, and neither the CDSB's publication of a Request for Proposal nor the submission of a Bid shall be construed to oblige the CDSB to award a Contract.

4. Form of Bid

- (1) Every Bid shall be submitted on the CDSB's prescribed Form of Bid in its entirety and shall,
 - (a) include all material, services, appliances, and labour, required to complete the work; and
 - (b) be completed in English.
- (2) All blank spaces provided on the Form of Bid shall be filled in including alternate, separate, additional or Unit Prices and for the start and the total completion dates.
- (3) All words and phrases forming part of a Bid must be written out in full, and abbreviations must not be used. A Bidder who does not comply with this requirement shall bear the risk of any ambiguity.

5. Confidentiality

- (1) The CDSB shall make every effort to safeguard the confidentiality of each Bid and material submitted in connection with a Bid.
- (2) CDSB policy is to disclose only such information as is required by law. Please note that all submissions are subject to the provisions of the *Municipal Freedom of Information and Protection of Privacy Act*.
- (3) In addition, certain contractual information must be disclosed to the Board and accordingly may become part of the public record.
- (4) Bidders may mark any part of their submission as confidential except the Total Contract Price and their name. A watermark or rubber stamp imprint is suitable for this purpose. The CDSB will use its best efforts not to disclose any information so marked but shall not be liable to a Bidder where information is disclosed by virtue of an order of the Privacy Commissioner or otherwise as required by law.

6. Prices

- (1) Unless otherwise stipulated in the Special Provisions, all prices bid, including any Unit Prices, must be in stated in Canadian funds.
- (2) All Bids shall be opened following the closing date and time of the Request for Proposal.
- (3) Following the electronic opening, the Bids shall be reviewed further to determine compliance with the RFP.
- (4) Total Contract Prices shall be evaluated based on their respective net present value, provided that the CDSB may make appropriate allowances for extended warranty coverage, lower maintenance cost, higher trade-in value, longer life expectancy and other factors relevant to determining the full life- time cost of the Bid. Preference may be given to a Bid that offsets cost with related savings, so as to provide for no or minimal net tax increases and maximum benefits to CDSB. For the purposes of determining net present value, the discount rate and any escalation factor shall be uniformly applied to all Bids but otherwise shall be in the discretion of the CDSB.

- (5) Once the Contract has been awarded, only the Total Contract Price on which the award of the Contract is based will be disclosed. Official notification will only be given to the Successful Bidder.

7. Variation in Bid Prices

- (1) No variation in Bid Price(s) shall be permitted after the closing date and time for the RFP except,
 - (a) where there is a variation due solely to an increase or decrease in the rate of applicable taxes beyond the control of the Bidder, occurring after the time and date of submission of its Bid, in which case the variation shall alter the price of the Bid only to the extent of the tax increase or decrease;
 - (b) where the CDSB exercises its discretion to correct a patent computational or other mathematical error evident on the face of the Bid.
- (2) In the event that a tax increase or decrease occurs after the submission of its Bid, the Bidder must prove to the satisfaction of the CDSB that the Bidder will not benefit in any way by reason of the increase.
- (3) Where Bidders are instructed to price the Project on a unit or component basis, the CDSB shall consider only the Unit Price per unit or component for the respective materials to be supplied or items of work or services to be performed, but the CDSB may at its discretion correct obvious mathematical errors on the part of the Bidder in computing the:
 - a) total prices derived from estimated quantities and their related Unit Prices;
 - b) the subtotals derived from the total prices;
 - c) the Total Contract Price derived from the total prices and subtotals; and
 - d) any combination of the foregoing.

8. Taxes

- (1) As various parts of a Project, Work or Supply may or may not be exempt from Federal or Provincial sales tax, Bidders are required to refer to the Special Provisions for details respecting payment exemptions, rebates, and taxes.

- (2) All prices shall be quoted exclusive of Value Added Taxes and the CDSB may adjust any price quoted contrary to this requirement; unless otherwise specified in the Form of Bid or any Special Provisions.
- (3) Bidders shall expressly disclose any other applicable sales, customs or excise tax or duty, including a levy or duty imposed as a Special Import Measure, and other taxes to which any Work or supply of Services or materials may be subject, other than Value Added Taxes.

9. Conflict of Interest

- (1) No employee of the CDSB shall personally sell goods or services to the CDSB, nor have a direct or indirect interest in a company that sells goods or services to the CDSB.
- (2) The CDSB may reject any Bid submitted, or cancel any contract awarded, in contravention of subsection (1).
- (3) Each Bidder respectively shall be deemed to have warranted that it has not employed or retained any person, other than a *bona fide* employee, agent or broker working for the Bidder, to solicit or secure the proposed contract, and that it has not paid or agreed to pay any person, other than a *bona fide* employee, agent or broker working solely for the Bidder, any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award of that proposed contract, or as an inducement to be awarded that contract. Without prejudice to any of its other rights, the CDSB reserves the right to annul any contract or other arrangement entered with a Bidder where there is a breach of this warranty.

10. Withdrawal of Bids by Bidder

- (1) Bidders may withdraw their Bid prior to the closing date and time of the Request for Proposal.
- (2) Requests to withdraw Bids received by email after the closing date and time of the Request for Proposal will be disregarded.

- (3) Bids withdrawn may be edited and re-submitted prior to the closing date and time of the Request for Proposal. Bidders are solely responsible to ensure:
 - a) Any required adjustments are made to their Bid;
 - b) Acknowledge all Addenda that have been issued for this Request for Proposal; and
 - c) Ensure the re-submitted Bid is received by email prior to the closing date and time of the Request for Proposal.

11. Addenda and Clarification of the Request for Proposal

- (1) The CDSB reserves the right at any time prior to the award of the Contract,
 - a) to withdraw or cancel the Request for Proposal;
 - b) to extend the time for the submission of Bids; or
 - c) to modify the Request for Proposal,

by the publication of an Addendum, which shall become part of the Request for Proposal, and the CDSB shall not be liable for any expense, cost, loss, or damage incurred or suffered by any Bidder (or any other person) because of its so doing.

- (2) Without limiting the CDSB's right, subsection (1) may apply to situations where no Bid is compliant, or an insufficient number of Bids have been received.
- (3) Any Addendum shall be emailed to any registered Bidder.
 - a) In addition to the above method of posting, the CDSB may also notify prospective Bidders of any Addendum by any other method it deems appropriate, including email, telephone, fax, courier, hand-delivery or by personal delivery. The need for additional notification and the method(s) to be used shall be in the absolute discretion of the CDSB and notification shall be to the co-ordinates provided by the bidder to the CDSB at the time of registration.
 - b) It is the sole responsibility of each Bidder to verify and ensure that it has received any and all Addenda issued by the CDSB. Bidders shall confirm in the Form of Bid that they have received, examined, and provided for all Addenda issued under the Request for Proposal.

- (4) Where a Bidder submits their Bid prior to the Request for Proposal closing date and time and an Addendum has been issued by the CDSB, the Bidder is solely responsible to:
 - a) Make any required adjustments to their Bid;
 - b) Acknowledge all Addenda that have been issued for this Request for Proposal; and
 - c) Ensure the original Bid is withdrawn and the re-submitted Bid is **RECEIVED** by the CDSB before the closing date and time stated in the Request for Proposal.
- (5) All questions related to this Request for Proposal (RFP) or for clarification on completing the Form of Bid shall be submitted to CDLHC@CDSB.CARE
- (6) Any request directed to the CDSB with respect to subsection (5) prior to the closing date of the Request for Proposal must allow sufficient time for a written response or clarification to be issued by the CDSB prior to the closing date and time, should the CDSB consider it necessary to issue such response or clarification.
- (7) A written response or clarification of substance shall be shared with each Bidder and issued in the form of an Addendum.
- (8) The CDSB shall not be bound by any oral:
 - a) instruction;
 - b) amendment or clarification of the Request for Proposal;
 - c) information; or
 - d) advice or suggestion,

provided by any member of the CDSB's staff or consultant to the CDSB concerning the Request for Proposal or the manner in which the Work is to be carried out and the Bidder bears any and all risk in relying on such representation.

12. Bids Open for Acceptance & Irrevocable, etc.

- (1) Bids shall not be opened until after the date and time specified for the closing of the RFP, and so far, as practicable, all Bids shall be opened at one time.
- (2) Unless otherwise provided in the terms and conditions governing a specific Bid, a Bid shall be irrevocable (i.e. open for acceptance by the CDSB) for a period of **90 calendar days** following the closing date and time for the RFP.
- (3) The CDSB shall notify the Successful Bidder as soon as practicable after the acceptance of its Bid and the Contract shall be deemed to arise upon the acceptance of the Bid of the Successful Bidder.
- (4) The price of all options and alternatives shall be separately stated from the Contract Price. Where options or alternatives are requested in the Contract Documents, the CDSB shall not be obliged to purchase those options or alternatives when accepting a Bid, but may at its discretion elect to purchase all, some or none of the options or alternatives offered, but the Successful Bidder shall be obliged to adhere to the Contract Price quoted in its Bid.

13. Bid Security

A bid security is not required for this Request for Proposal.

14. Bidder's Responsibility

- (1) The Bidder shall be responsible for examining all drawings and details, also the Specifications and all other Contract Documents including all cost implications relating thereto in the Total Contract Price.
- (2) Unless otherwise stated in the Specifications, the Special Provisions or an Addendum, the Successful Bidder shall be required at its own cost to
 - (a) apply for and obtain and pay for fees or charges for all Permits and licenses;
 - (b) pay inspection fees or charges for inspections other than those stipulated to be paid out of any inspection fee allowance provided for in the Contract Documents;

- (c) pay all applicable taxes and all other charges other than Value Added Taxes or other applicable sales, imposed under the laws of Ontario and the laws of Canada applicable therein;
 - (d) provide such warranty and maintenance requirements as may be specified by the CDSB, and in default of any such specification with respect to the Contract, a one-year warranty and maintenance requirement;
 - (e) provide all materials and services necessary to complete the Project so that it is finished, serviced and ready for use and operation.
- (3) Unless otherwise expressly agreed by the CDSB in writing, where technical information or details form part of the Specifications, Bid Notice, or Special Provisions (including any quantity estimates, samples, or other documents of a similar kind or nature as may be provided together with the Contract Documents or incorporated by reference therein),
- (a) the CDSB shall exercise reasonable care in the preparation of those estimates, but shall not be taken to warrant their accuracy and shall not be liable for any inaccuracy therein unless that inaccuracy is the result of the deliberate misrepresentation of the CDSB or a member of its staff;
 - (b) estimates, reports, data, or details shall be deemed to have been provided only as a guide for potential Bidders;
 - (c) Bidders are required to examine carefully that information and the responsibility for verification of the information so provided shall rest with each Bidder.
- (4) Where the Project, Work or Supply is to be carried out on CDSB occupied or owned property, Bidders shall be responsible for visiting the job site, and no allowance shall be made by the CDSB for failure by the Bidder to examine carefully all conditions relating to the site or work.
- (5) Where clarification of any document, fact or opinion is required, it shall be obtained by the Bidder before submitting a Bid.
- (6) It shall be the Contractor's responsibility to co-ordinate, control, and check work of its own forces and of all its subcontractors and to ascertain that all work is done in accordance with all Contract Documents, governing regulations and the general standards of good commercial practice and professionalism as understood in Ontario, assuring only first class

workmanship, and using only proper materials and methods are suited to the function or performance intended.

- (7) The Successful Bidder shall be responsible for faithful and proper performance of all aspects of the Contract.
- (8) All persons submitting Bids and all their subcontractors, shall be held to have thoroughly examined all drawings, specifications and all other Contract Documents and to have visited and inspected the site on which the Project or Work is to be carried out, or the Supply is to be made, and to have thoroughly familiarized themselves with all pertinent conditions before delivery of their respective Bids, and no allowance shall be subsequently be given by the CDSB for or by reason of any error or omission on the part of any Bidder or subcontractor with respect thereto. The CDSB shall not be liable for any costs associated with any site inspection.
- (9) Without limiting the generality of any other provision of these Instructions, unless otherwise provided in the Specifications, or the Special Provisions, the Contractor shall be required to provide and pay for:
 - (a) all material, labour and service costs, charges for use of tools and equipment whether owned or rented, and where any work is to be carried out or services are to be rendered on property owned or occupied by the CDSB, all protective and safety provisions, site signs and site conveniences, together with all cranes, scaffolding and shoring, freight costs, and material-handling and storing, and all services and incidentals whether shown or specified or required by good practice;
 - (b) all bonds or other accepted forms of bid, performance, and labour and material payment security, insurance, permits and inspections; all applicable taxes, worker's compensation, and all other applicable labour-compensation charges necessary to carry out the Project, make the Supply and complete all Work in accordance with the Contract Documents;
 - (c) all services and materials required to carry out the Project, do all of the Work and make the Supply, in accordance with all Contract Documents and all instructions given by the CDSB thereunder, in accordance with governing regulations and codes and in compliance with good industrial and commercial practice for first class workmanship, which in all instances, unless otherwise stipulated, shall be deemed to require work that has a finished appearance, is ready for use or use and operation, and includes the installation of all linkages, interfaces, protocols, computer cards, computer memory, software, peripherals, housing, sheathing, insulation, and

mechanical, electrical, and other systems and connections required for proper functionality.

- (10) No subcontracting by the Successful Bidder shall relieve the Successful Bidder of any responsibility for the full performance of all obligations of the Successful Bidder under the Contract, but despite the approval of any subcontractor by the CDSB, the Successful Bidder shall be fully responsible for every subcontractor's activities, works and acts and shall either, in person or through an accredited agent, receive all notices, communications, orders, instructions or legal services as if the Successful Bidder were performing the subcontracted portion of the Project, Work or Supply with its own resources.

15. Expertise and Experience

All persons submitting Bids and all the subcontractors they propose to use on the Project, shall be actively engaged and thoroughly experienced in the lines of work required to carry out the Project and shall be able to refer to previous work of a similar nature satisfactorily performed by them.

16. Nomination of Subcontractors

- (1) Where required, the Bidder shall indicate the names and addresses of all nominated subcontractors that it proposes to use,
 - (a) on the Project, Work or Supply or
 - (b) in connection with the provision of any supply of goods or an intended fixture.
- (2) The CDSB reserves the right to reject any subcontractor so nominated.
- (3) No change shall be made to the list of nominated subcontractors after the closing of the RFP, without the prior written approval of the CDSB's Project Manager (if there is one) or the Purchasing Manager in all other cases.

17. Alternate Bids and Optional Features etc.

- (1) Unless the Specifications, the Special Provisions or an Addendum otherwise provide, a Bidder may submit alternate Bids.
- (2) Where alternate Bids are submitted, each alternate Bid must be clearly labeled as such and must be submitted in a separate package.
- (3) An alternate Bid will only be considered where the Bidder has submitted a Bid that fully complies with the requirements of the Contract Documents,

particularly the Specifications.

- (4) Alternate Bids must clearly articulate how the alternate response differs from the Bid and how the alternate Bid will meet or exceed the CDSB's objectives and requirements.
- (5) Where alternate Bids are submitted contrary to subsections (2), (3) and (4), the CDSB may reject all of them, or (at the CDSB's election) may accept one and reject the other(s).
- (6) Where optional features or other options are requested in the Bid Notice, Specifications, the Special Provisions or an Addendum, the availability and price of those features or other options shall be included in the appropriate place in the Form of Bid for each Bid to which they relate.

18. Ownership of Documents; Use of Designs, etc.

- (1) All maps, drawings, plans, specifications, computer disks and documents,
 - (a) provided by the CDSB to a Bidder shall remain the property of the CDSB and shall be returned by the Bidder upon demand by the CDSB for their return, whether the Bidder submits a Bid; or
 - (b) prepared by the Bidder as part of its Bid or otherwise in connection with carrying out the Project or Works or making the Supply contemplated under the Contract shall be the property of the CDSB and may be disposed of by the CDSB as it considers fit.
- (2) Unless the CDSB otherwise agrees in writing, where any plan, drawing or design is provided in connection with a Bid then,
 - (a) the submission of a Bid by a Bidder shall be deemed to constitute a license by that Bidder to construct one sample model of the work or project contemplated based upon that plan, drawing or design, where such a sample is required in order to make an informed decision concerning the attractiveness, functionality or other merit of the plan, drawing or design in question; and
 - (b) upon the award of the Contract to the Successful Bidder, the Successful Bidder shall be deemed to have licensed the CDSB to construct such number of examples of the work or project contemplated based upon that plan, drawing or design that are contemplated under the Contract Documents,

but the license conferred under clauses (a) and (b) shall not be deemed to constitute an assignment of any patent, copyright, trademark, or other intellectual property of the Bidder.

19. Obligation of Suppliers to Deal in Good Faith and To Treat the CDSB as its Most Favoured Customer

- (1) Each Bidder is required to deal with the CDSB in utmost good faith both with respect to the submission of its Bid and with respect to the performance of any Contract awarded by the CDSB upon the acceptance of that Bid.
- (2) Where through inadvertence, a contract is awarded to a Bidder who has made an unauthorized amendment to the CDSB's Form of Bid, then within a reasonable time of the CDSB discovering that unauthorized amendment, the CDSB may:
 - (a) cancel the Contract without compensation to the Bidder by giving written notice to that effect to the Bidder;
 - (b) recover from the Bidder any amount paid to the Bidder in excess of what would have been paid had that amendment not been made, and
 - (c) where in the reasonable opinion of the Purchasing Manager, the change was made by the Bidder as part of a deliberate attempt to deceive, ban the Bidder from competing for CDSB contracts for a period of up to ten years.
- (3) Where in the reasonable opinion of the Purchasing Manager it is determined that,
 - (a) on any one or more occasions a Bidder has,
 - (i) unlawfully or to a grossly unreasonable degree intimidated, harassed, or otherwise interfered with an attempt by any other prospective supplier to bid for a CDSB contract or to perform any Contract awarded by the CDSB to that supplier;
 - (ii) assaulted or committed battery against any CDSB employee in the performance of his or her duty;
 - (iii) deliberately retained a known over-payment, or has knowingly failed to notify the CDSB of an over-payment or duplicate payment;

- (b) a Bidder has employed in the performance of a contract with the CDSB or any member municipality which formed part of the CDSB, a systematic policy of,
 - (i) over-billing;
 - (ii) charging for items not supplied;
 - (iii) charging for items of one grade, while supplying items of an inferior grade;
 - (iv) misrepresentation as to the quality or origin of Goods, their functionality or suitability for a purpose, or their performance characteristics; or
 - (v) any other form of sharp practice,

the CDSB may ban the Bidder, and any person with whom the Bidder is not at arm's length within the meaning of the *Income Tax Act* (Canada), from competing for CDSB contracts for a period of up to ten years.

20. Review of Bids

- (1) At the close of the RFP, all apparently eligible Bids will be examined by a representative of the CDSB's Housing Division to confirm that they are compliant and otherwise complete.
- (2) At its sole discretion, the CDSB may clarify any aspect of any Bid received in respect of the Bid with any Bidder at any time, and may clarify any aspect of the price Bid by the Bidder, and
 - (a) the purpose of such clarification may be,
 - (i) to enable the CDSB to determine whether the Bid to which it relates complies with the RFP;
 - (ii) to resolve any ambiguity in the language used, or any other vague or uncertain aspect of the Bid.
 - (b) no such clarification shall alter the Bid or constitute negotiation or re-negotiation of the price or any aspect thereof, or the nature or quality of the goods or services to be supplied or performed as set out in the Bid at the close of the RFP, and all correspondence with a Bidder for the purposes of such clarification shall be conducted through the Housing Division.

- (3) Without limiting subsection (2), the CDSB's right to clarify shall include the right to request additional or missing information relating to the work that is to be done or the Goods or Services that are to be supplied or the manner in which the Project or Work is to be carried out.
- (4) The right of clarification provided under this section is within the sole, complete and unfettered discretion of the CDSB and is for its exclusive benefit and may or may not be exercised by the CDSB at any time and in respect to any or all Bids.
- (5) The right to clarify shall ***not*** impose upon the CDSB a requirement to clarify with the Bidder any part of a Bid, and where in the opinion of the Purchasing Manager the Bid is ambiguous, incomplete, deficient, or otherwise not acceptable in any aspect, and the CDSB may reject a Bid either before or after seeking a clarification under this section.
- (6) Neither the review of its submission with any Bidder, nor the seeking of clarification under this section, shall oblige the CDSB to enter into a Contract with that Bidder, and shall not constitute an acceptance of that Bid or any other Bid.
- (7) All clarifications under this section shall be in writing, in a form satisfactory for inclusion in the Contract and satisfactory to the CDSB.
- (8) Any Bidder may be required to meet with officials of the CDSB within 30 days of being so requested to explain details of the submission, at a place in Timmins or Hearst specified by the CDSB, and transportation to and from the meeting for the Bidder's representatives, as well as the hourly or per diem costs of the meeting itself for any such representative, shall be at the expense of the Bidder.

21. Rejection of Bids by CDSB

- (1) At its discretion, the CDSB may reject any Bid that does not,
 - (a) comply with these Instructions; or
 - (b) contain in full all information required on the Form of Bid, these Instructions or any of the other Contract Documents provided by the CDSB to the Bidder.
- (2) The CDSB may reject any Bid submitted by a Bidder or cancel the Contract awarded to that Bidder without penalty, where any information provided by the Bidder in its Bid or as part of any pre-qualification procedure is determined to be false or otherwise misleading in any material respect.

22. Guidelines Regarding Bid Irregularities

As a guide to the Bidder, but without qualifying any rights and privileges reserved to the CDSB, the Bidders Guidelines set out below is indicative of the manner in which discretion reserved by the CDSB is to be exercised with respect to non-compliant Bids. However, the CDSB shall not be liable to any Bidder or other person where it elects to exercise a discretion, reserved privilege or right in a manner different from that indicated below.

BIDDERS GUIDELINES		
	IRREGULARITY	RESPONSE
1.	Qualified or conditional Bid (A Bid restricted by a statement added to the Form of Bid or a covering letter or alterations to the Form of Bid).	Automatic rejection unless the Request for Proposal specifically permit such qualification or condition.
2.	A Bid received in a format not specified in the Request for Proposal such as hardcopy submission or fax.	Automatic rejection.
3.	A Bid received on documents other than those documents supplied.	Automatic rejection.
4.	Bid Security: Amount of Bid security provided by Bidder is insufficient, does not name correct Municipality as obliged, or no Bid Security is provided or is not otherwise in compliance with the Request for Proposal requirements.	Not applicable
5.	Execution of Bid bond: Corporate seal or electronic signature of Bidder, or both, are missing. Corporate seal or electronic signature of bonding company, or both, are missing.	Not applicable
6.	Bid Security: Digital bid bond not provided or not an electronically verifiable and enforceable e-Bond.	Not applicable
7.	Other irregularities.	An irregularity that goes beyond the scope of the Bidders Guidelines may be considered by the Purchasing Manager.

23. Reserved Privileges of the CDSB

The CDSB shall have the following reserved privileges, which may be exercised or waived in its absolute discretion:

- (a) the CDSB may reject any Bid, the lowest Bid, or all Bids, or may cancel the RFP and require the submission of new Bids;
- (b) in addition to considering Bid prices, when evaluating Bids and awarding the Contract, the CDSB may exercise reasonable commercial judgment taking into account with respect to its decision:
 - (i) the full cost implications to the CDSB with respect to each Bid, including life-expectancy, the inclusion or exclusion of alternate or optional equipment or configurations and the price implications thereof, training or re-training costs, length and scope of warranty coverage, and long-term maintenance requirements;
 - (ii) the need to achieve economies of scale in supply;
 - (iii) the need to diversify sources of supply;
 - (iv) compatibility with existing equipment, including battery systems and battery chargers, such compatibility to be determined by tests conducted either by the CDSB or by an independent testing agency satisfactory to the CDSB;
 - (v) compatibility with existing computer software and hardware, and capability to generate reports suitable to the CDSB's existing reporting requirements; such compatibility and capability to be determined by tests conducted either by the CDSB or by an independent testing agency satisfactory to the CDSB;
 - (vi) any extraordinary or unjustified disparity between the lowest bid and the other bids received by the CDSB;
 - (vii) the amount offered by a Bidder for any scrap, rubble or other component of a building that is to be demolished, or land site that is to be cleared and dug, as part of the Project;
 - (viii) decommission and demolition costs, the amount offered or obtainable for scrap, the costs of removing construction or other debris, and the ability to cannibalize existing infrastructure;
 - (ix) the need to secure timely and reliable sources of supply;

- (x) the need to discontinue reliance on obsolete technology and methods;
 - (xi) the need to provide state of the art service to the residents of the CDSB, or to integrate any aspect of CDSB operations with those of its neighbours;
 - (xii) the need to avoid the use of unproven technology and methodologies;
 - (xiii) the need to spread and minimize risk to the CDSB;
 - (xiv) the proximity of any service centre of a Bidder to the CDSB;
 - (xv) the benefit in employing suppliers who have a proven record of accomplishment of successful delivery and good reputation within the business community for integrity and competence;
 - (xvi) the prior record of the Bidder as a contractor to the CDSB;
 - (xvii) such other considerations as would influence the decision of a reasonable and prudent purchaser in the circumstances of the CDSB at the time when the Contract is awarded.
- (c) in awarding the contract the CDSB may take into account the adherence or non-adherence of a particular Bidder to the social, economic, or labour relations policies of the CDSB;
- (d) the CDSB may reject a Bid submitted by a person which in the opinion of the CDSB or its professional advisors, does not possess the experience, or financial, technical, personnel or other resources that may reasonably be expected to be necessary in order to carry out the obligations that the Bidder proposes to assume under the terms of its Bid;
- (e) the CDSB may waive compliance with any minor requirement governing the submission of Bids, including (but not limited to) any requirement to:
- (i) attend any meeting;
 - (ii) inspect any site or thing;
 - (iii) submit Bids in any particular form;
 - (iv) state prices or any other aspect of an RFP in any particular manner;

provided that in so doing the CDSB shall not unfairly prejudice any other Bidder.

- (f) where in the view of the CDSB, an insufficient number of Bids have been received in response to an RFP, the CDSB may publish a further such request;
- (g) the CDSB may accept any Bid conditionally;
- (h) where the lowest compliant Bid exceeds the budget approved by the CDSB, or where during the course of the RFP it is determined by the CDSB that it would not be reasonable in the circumstances for the CDSB to select its supplier solely by reference to price, the CDSB reserves the right to identify a short list of one or more potential suppliers with whom it will seek to negotiate bilaterally a contract for the Project in question;
- (i) where the Contract is awarded to the lowest compliant Bidder, the CDSB may negotiate amendments to the Contract or to the Work to be done or Services or materials to be supplied under the Contract;
- (j) the CDSB may modify the terms and conditions of a RFP at any time prior to the closing date and time for the submission of a Bid, but despite any other provision of this Request for Proposal, where a Bid has been received prior to the time when such a modification is made, the CDSB shall notify the Bidder concerned, and allow that Bidder a reasonable opportunity to submit a revised Bid.

24. Non-Merger

- (1) Except where otherwise expressly agreed, these Instructions shall not merge upon the execution of the Contract, but the provisions of the Instructions shall be deemed to remain in effect throughout that Contract.
- (2) These Instructions shall define and limit the scope of any contractual or other legal rights in favour of any Bidder or subcontractor flowing from the Request for Proposal or the submission or acceptance of any Bid.

25. Accommodations for Bidders with Disabilities

In accordance with the Ontario Human Rights Code, Ontarians with Disabilities Act, 2001 (ODA) and Accessibility for Ontarians with Disabilities Act, 2005 (AODA), the CDSB will accommodate for a disability, ensuring full and equitable participation throughout the bid process.

If a Bidder requires this Request for Proposal in a different format to accommodate a disability, the Bidder must contact the Project Manager at CDLHC@CDSB.CARE as soon as possible and in any event prior to the closing date. The Request for Proposal in the different format will be issued only to the requesting Bidder and all Addenda will be issued in such different format only to the requesting Bidder.

26. Declaration of Bidder Compliance with CDSB By-Laws

Should the Bidder's declaration in its Form of Bid that it is in compliance with all CDSB's By-laws be untrue or incorrect, the CDSB shall be entitled at its sole discretion to reject the Bidder's Bid.

27. Standard Terms and Conditions

A. Samples and Demonstration

Samples and Demonstrations are not required for this Request for Proposal.

B. Brand Name

- (1) Any reference to the trade name, brand name or catalogue number of a particular manufacturer shall be understood to have been made solely for the purpose of establishing and describing general performance and quality levels of the item to be supplied, unless specified otherwise.
- (2) No reference to the trade name, brand name or catalogue number of a particular manufacturer shall be construed to restrict Bidders to that manufacturer, but Bids shall be deemed to be invited for generic no-name equals and comparable equipment of any manufacturer.
- (3) Despite subsection (2), if an item other than the one specified is bid, it is the Bidder's responsibility to demonstrate that the product bid meets the specifications, and the Bidder shall submit brochures and samples upon request and provide full specifications in detail on the item(s) bid. The CDSB shall be the sole judge (in its absolute discretion) as to whether an item bid meets its specifications.

C. Standard Warranty

Unless the Special Provisions otherwise provide, all construction work (including all Goods supplied and Services performed in relation thereto) shall be subject to a minimum two-year warranty from the date of the completion of the Project. Bidders are encouraged to offer longer term warranties, and an appropriate allowance may be made by the CDSB in its evaluation of the Total Contract Prices of competing Bidders, based upon the length and scope of warranty offered by each respective Bidder.

D. Security Clearance

There are no security clearance requirements for this Request for Proposal.

PART IV - GENERAL CONDITIONS

These General Conditions define your obligations and limit your rights. Read carefully.

1. Price and Payments

- (1) Unless expressly agreed in writing by the CDSB, the Total Contract Price shall be deemed to have been quoted on an all-in basis, and the Successful Bidder shall accept the Total Contract Price as full payment for furnishing all necessary labour, goods, materials, services, tools, equipment, supplies, light, power, water and other incidentals, and for performing all the work and providing all services contemplated under the Contract.
- (2) A claim for a progress payment made by the Successful Bidder shall not include Goods stored but not yet delivered to the CDSB, nor any Service not yet performed, but may include Goods delivered to the CDSB but not yet incorporated, built-in or installed, provided that the CDSB is specifically notified of this fact.
- (3) If any work or item under the Contract is included by the Successful Bidder in its Progress Claims as partially or fully completed, but it is not completed in accordance with drawings or specifications, or is not completed to the CDSB's satisfaction, the CDSB may withhold from payment such part or the total cost of those items until they are completed or corrected to its full satisfaction, and the CDSB shall notify the Successful Bidder in writing of its action and the reason for same.
- (4) The CDSB reserves up to 30 Business Days from the date of the receipt of the Successful Bidder's invoice for checking, inspecting, and confirming the performance of any work, receipt and performance of any Goods or the completion of any Services in accordance with the Contract Documents.
- (5) Where a contingency allowance is provided for in any of the Contract Documents, the Successful Bidder shall not be entitled to payment of the whole or any part of that amount, except to the extent that it can be shown that extra or additional work has been carried out by the Successful Bidder beyond that contemplated within the Contract Documents, and that a Change Order has been issued entitling the Successful Bidder to receive such payment.
- (6) The Total Contract Price shall include all taxes and customs and duties in effect at the time of the Bid closing except for Value Added Taxes payable by the CDSB to the Successful Bidder as stipulated in the Contract.

- (7) Any increase or decrease in costs to the Successful Bidder due to changes in such included taxes and duties after the time of the Bid closing shall increase or decrease the Total Contract Price accordingly.

2. Observance of Laws, Statutes and Regulations

In performing any Service or carrying out any Work and otherwise in performing the Contract, the Successful Bidder shall comply with all applicable statutes, law, by-laws, regulations, ordinances, notices, notices and orders of the Federal, Provincial or municipal government from time to time in effect during the currency of the Contract, and where the attention of the Successful Bidder is called to any violation thereof by the CDSB or Consultant, the Successful Bidder shall immediately desist from and remedy that violation. Further, the Successful Bidder shall, always that the Contract is in effect and upon request of the CDSB or Consultant, provide proof of compliance satisfactory to the CDSB or Consultant, at the Successful Bidder's own cost.

3. Insurance Requirements

(1) Throughout the term of the Contract (including any renewal thereof), the Successful Bidder shall obtain and maintain at its own expense, including the cost of any applicable deductible, the following policies of insurance.

- (a) Commercial General Liability Insurance, written on IBC Form 2100 or its equivalent, including but not limited to bodily injury and personal injury liability, property damage, products liability, completed operations liability, owners & contractors protective liability, blanket contractual liability, premises liability, broad form property damage, employer's liability and voluntary compensation and contingent employer's liability coverage, having an inclusive limit of not less than \$2,000,000 per occurrence and \$5,000,000 in the aggregate. Coverage shall be included for injury/loss/damage, due to pollution arising from "hostile fires". The policy shall be endorsed to include the CDSB as additional insured.

The Commercial General Liability coverage shall also be subject to the following;

- i) Where the work provides for or contemplates the handling of asbestos, coverage shall not contain an asbestos exclusion and same shall be noted on the certificate of insurance. Alternatively, coverage may be provided under a Pollution Liability form (see section (k) below)
- ii) Where the Description of the Project, Supply or Work provides for or contemplates:

- (I) the use of explosives for blasting or;
- (II) vibration from pile driving or caisson work or
- (III) the removal or weakening of support of any property, building or land whether such support is natural or otherwise.

then, Explosion, Collapse and Underground (XCU) coverage shall not be excluded under the Commercial General Liability policy and same shall be noted on the Certificate of Insurance

- (b) Standard Form Automobile Liability Insurance that complies with all requirements of the current legislation of the Province of Ontario, having an inclusive limit of not less than \$2,000,000 (subject to paragraphs (i), (ii), (iii), and (iv))(if any of the situations outlined below under (i) through (iv) apply, then the limit is increased accordingly (\$5,000,000 or \$10,000,000)) per occurrence;
 - (i) where the Contract will involve the use of one or more automobiles or any combination of automobiles and towed vehicles having in any case a combined aggregate weight of 5 tonnes or more before loading, \$5,000,000 per occurrence; and
 - (ii) where the Contract relates to the transportation of an explosive substance, snow removal or road construction, or will involve the use of one or more automobiles or any combination of automobiles and towed vehicles having in any case a combined aggregate weight of 10 tonnes or more before loading, \$5,000,000 per occurrence. (and where the Contract relates to the transportation of an explosive substance there shall be no exclusion or restriction of coverage in the case of transportation of an explosive or radioactive substance and OPCF 4A "Permission to Carry Explosives" endorsement and/or OPCF 4B Permission to Carry Radioactive Material" endorsement shall be included.)
 - (iii) where the Contract involves the use of buses to transport fare paying passengers, \$10,000,000 per occurrence and shall include an OPCF 6A "Permission to Carry Passengers for Compensation" endorsement;
 - (iv) where the Contract requires the use of taxis, \$5,000,000 per occurrence and shall include an OPCF 6A Permission to carry passengers for compensation endorsement;

for Third Party Liability, in respect of the use or operation of vehicles owned, operated or leased by the Successful Bidder for the provision of services;

- (c) Non-Owned Automobile Liability Insurance in standard form having an inclusive limit of not less than \$2,000,000 per occurrence in respect of vehicles not owned by the Successful Bidder, that are used or operated on its behalf for the provision of services under the Contract;
 - (d) Umbrella and/or Excess Liability Insurance policies may be applied to increase liability limits. Certificate(s) of insurance must specify the underlying policies to which the umbrella/excess coverages apply and indicate any applicable aggregates.
 - (e) Gradual and/or Sudden Pollution Insurance including cleanup expenses and, if applicable, transportation risks including loading and unloading exposures providing coverage in an amount of not less than \$1,000,000 per claim. Coverage shall be maintained in force for 12 months following the termination of the Contract. The policy shall be endorsed to include the CDSB as additional insured.
 - (f) Contractors Pollution Liability Insurance having an inclusive limit of not less than \$2,000,000 per occurrence to insure the Successful Bidder's liability for third-party claims caused by pollution events arising out of covered operations performed by or on behalf of the insured at the site. The policy shall be endorsed to include the CDSB as additional insured.
- (2) The Successful Bidder shall maintain Property Insurance, as may be applicable, with respect to loss or damage (including fire, theft, burglary, etc.) of its own property and property in its care, custody, and control, including but not limited to its equipment, tools, stock, used in connection with the Contract.
- (3) All policies of insurance within the scope of subsection (1) shall, subject to the terms of the indemnity provisions,
- (a) be recorded as being a primary policy and shall be in a form and issued by an insurance company satisfactory to the CDSB, that is licensed to carry on business in Ontario;
 - (b) show all values in Canadian Funds;
 - (c) be maintained continuously during the course of carrying out the Project, Work or Supply; or for such period of time as may be required after completion of the Project, Work or Supply, as deemed necessary by the CDSB.

- (d) Identify all lines with a deductible greater than \$25,000. The CDSB reserves the right to request proof of the Successful Bidder's ability to fund claims within their deductible amount.
 - (e) (except in the case of automobile liability insurance, non-owned automobile liability insurance, professional errors & omissions liability insurance, and medical malpractice liability insurance) include the CDSB named as an additional insured, to the extent of the Successful Bidder's obligations to the CDSB under the Contract Documents;
 - (f) contain cross liability and severability of interest provisions, as may be applicable;
 - (g) preclude subrogation claims against the CDSB and any other person insured under the policy as may be applicable; and
 - (h) provide that at least 30 days prior written notice (15 days, in the case of automobile liability insurance, and 10 days in the event of non-payment of premiums) shall be given to the CDSB by the Insurer before the Insurer or Successful Bidder takes any steps to cancel, terminate, fail to renew, amend or otherwise change or modify the insurance or any part thereof.
- (4) The CDSB reserves the right to require the Successful Bidder to purchase such additional insurance coverage as the CDSB's Risk Management Services Office may reasonably require. The CDSB reserves the right to request such higher limits of insurance or otherwise alter the types of coverage requirements due to material or significant change arising from such matters as the nature of the work, contract value, industry standards, and availability of insurance) as the CDSB may reasonably require from time to time.
- (5) Any insurance coverage acquired under the Contract shall in no manner discharge, restrict or limit the liabilities assumed by the Successful Bidder under the Contract. The dollar limit of insurance coverage shall not be limited by the dollar amount of the Contract.
- (6) The Successful Bidder shall pay all premiums on the policies as they become due provided that the CDSB may pay premiums as they become due and deduct the amount thereof from moneys due from the CDSB to the Successful Bidder should the Successful Bidder fail to do so.

4. Proof of Insurance and Claims Protocol

- (1) The Successful Bidder shall deposit with the CDSB such evidence of its insurance as provided in or required under the provisions of these Instructions, an Addendum, or the Special Provisions,
 - (a) at the time of execution of the Contract for Work (if any), or

- (b) in any event prior to commencing the Project, Work or Supply; and
 - (c) and thereafter during the term of the Contract, no later than 20 Business Days prior to the renewal date of each applicable policy, the Successful Bidder shall provide to the respective CDSB's Project Manager an original Certificate of Insurance originally signed by an authorized insurance representative, confirming thereon relevant coverage information including but not limited to name/description of CDSB contract, name of Insurer, name of broker, name of Insured, name of additional insureds as may be applicable, commencement and expiry dates of coverage, dollar limits of coverage, deductible levels as may be applicable, cancellation/termination provisions; or (at the CDSB's election) a certified copy of the insurance policy or policies required under section 3. Certificate Holder will be addressed as the CDSB. All certificates, cancellation, nonrenewal or adverse change notices should be mailed to this address.
- (2) The Successful Bidder shall not do or omit to do anything that would impair or invalidate the insurance policies.
 - (3) Delivery to and examination or approval by the CDSB of any certificates of insurance or policies of insurance or other evidence of insurance shall not relieve the Successful Bidder of any of its indemnification or insurance obligations under the Contract. The CDSB shall be under no duty either to ascertain the existence of or to examine such certificates of insurance or policies of insurance or to advise the Successful Bidder in the event such insurance coverage is not in compliance with the requirements set out in the Contract.

5. WSIB

- (1) The Successful Bidder prior to the execution of the Contract for Work or before commencing the Project, Work or Supply where there is no Contract for Work,
 - (a) shall submit to the CDSB an original Clearance Certificate from the Ontario Workplace Safety and Insurance Board and shall provide additional certificates with respect to such coverage as often as the CDSB deems necessary during the term of the Contract to ensure continued good standing with the Workplace Safety and Insurance Board; or
 - (b) if the Successful Bidder is exempt from WSIB coverage, the Successful Bidder shall provide evidence of such exemption satisfactory to the General Manager or designate. If the Successful

Bidder changes its status during the term of the Contract so that such coverage is required, the Successful Bidder shall immediately provide the certificate required under clause (a);

(c) shall provide such evidence as required under clause (a) and (b) at any time during the term of the Contract when requested by the General Manager or designate.

(2) Where a substantial portion of the work to be done under the Contract is to be carried out by a subcontractor, the CDSB may require the Successful Bidder to furnish the same evidence as provided under subsection (1).

6. Occupational Health and Safety

The Work on this Project must be conducted in a safe manner. The Successful Bidder and all subcontractors used on the Work for the CDSB will comply with all applicable laws, regulations and by-laws of Canada, the Province of Ontario and the CDSB, including but not limited to the Occupational Health and Safety Act, and all applicable regulations thereunder.

Without limiting any of the foregoing, the Successful Bidder shall have both a written occupational health and safety policy and program to implement that policy, and that all our employees, subcontractors and any other persons performing the Work shall be appropriately trained, licenced and certified, as required to perform the Work.

7. Indemnification

(1) The Successful Bidder shall indemnify and shall defend and save the CDSB, its elected officials, officers, and employees harmless from and against any claims, proceedings, fines, penalties, expenses and costs (including legal costs on a solicitor and client basis) that are incurred by, or made or instituted against, any of them or to which any of them may be liable by reason of;

(a) the Successful Bidder carrying out or failing to carry out any obligation to which it is subject, or exercising any right to which it is entitled, under the Contract except to the extent that the same are caused by the negligence or deliberate wrong-doing of the CDSB or other person entitled to indemnification under this section, or

(b) any patent, trademark, copyright infringement or other breach of any intellectual property right of any person, for which the Successful Bidder or any subcontractor to the Successful Bidder is responsible.

- (2) The right of indemnification granted to the CDSB or other person entitled to indemnification under subsection (1) shall extend to any amount paid by that person in the settlement of any claim against it, and in entering into any such settlement, that person may exercise its reasonable discretion as to the amount to be paid, but that person shall serve prior notice of any intended settlement on the Successful Bidder, at least 5 Business Days prior to agreeing to any such settlement.
- (3) The CDSB may enforce the rights of indemnity conferred on the elected officials, officers, and employees of the CDSB under subsection (1) on their behalf and to the same extent as if they were parties to the Contract.
- (4) The rights to indemnity provided for in this section shall be deemed to be in addition to any rights with respect to insurance in favour of the CDSB, its elected officials, officers and employees provided under the Contract Documents.
- (5) The rights to indemnity provided for in this section shall survive the expiration or any termination of the Contract.

8. Patents and Copyrights

- (1) The Successful Bidder shall defend, indemnify, and save harmless the CDSB from all and every claim for damages, royalties, or fees for the infringement of any patented invention or copyright occasioned by them in connection with work done or material furnished by them under the Contract.
- (2) No illegal commerce or gray market Goods shall be supplied to the CDSB, and every person supplying Goods or Goods and Services to the CDSB shall be deemed to have warranted that they are genuine and lawfully supplied.

9. Successful Bidder's Responsibility for Losses and Damages

- (1) The Successful Bidder shall itself, and shall cause its agents and all workers and persons employed by them, or under its control, or employed by, or under the control of subcontractors, to use due care that no persons or property is injured or damaged in the course of performing its obligations under the Contract, and the Successful Bidder shall be solely responsible for all damages by whomsoever claimed in respect of any such injury.
- (2) The Successful Bidder shall at its own expense make such temporary arrangements as may be necessary to ensure the avoidance of any such damages or injury and to prevent the interruption of or danger to the traffic on any railway or any public or private road.

- (3) All loss or damage occasioned to the work or arising out of the nature of the work to be done, or from the normal action of the elements or from any reasonably foreseeable circumstances in the prosecution of the same, or from any normal obstruction or normal difficulties which may be encountered in the prosecution of the work having regard to the nature thereof, shall be sustained and borne by the Successful Bidder at its own expense, and all material required to replace any defective or rejected work, or to restore any failure shall be at the expense of the Successful Bidder.

10. Warranties of the Successful Bidder

The Successful Bidder shall be deemed to have expressly warranted upon the selection of its Bid as follows:

(a) The Bidder

- i. if a corporation is a duly incorporated, organized and subsisting corporation,
- ii. if other than a corporation, is duly registered as a business under all applicable legislation,

and as such has all requisite powers, capacities, licenses and permissions under its governing legislation and the other laws applicable to it, and under the articles of incorporation or other instrument by-laws under which it is organized, to,

- iii. carry on all businesses in which the Bidder is engaged,
- iv. enter into, exercise its rights, and perform and comply with its obligations under the Contract Documents,

and that all actions, conditions, and things have been done, taken, or fulfilled with respect thereto, that are required by law, contract or otherwise.

- (b) The Bidder and its subcontractors and the respective workforce of each are fully qualified to carry out the Work and perform the Contract and hold all requisite licenses, franchises and other authorization required by law with respect thereto.
- (c) The Bidder is not a party to any agreement under the terms of which the Bidder is prohibited or restricted from entering into any of the obligations assumed, liabilities imposed, or restrictions accepted by the Bidder under the Contract Documents.

- (d) To the best of the Bidder's information and belief and after making diligent inquiries,
 - i. the information concerning the business, affairs and financial and other condition of the Bidder that are contained in all documents, memoranda, records, statements made sent or given by the Bidder to the CDSB during the course of the negotiation of the Contract, and in its current regulatory filings, are true and accurate in all material respects; and
 - ii. the Bidder is not aware of any material facts or circumstances having a bearing upon its ability to perform its obligations under any of the Contract Documents which have not been disclosed to the CDSB in writing.

11. Covenants of each Bidder

In addition to its other obligations under the Contract Documents, the Successful Bidder shall be deemed to have expressly covenanted upon the selection of its Bid as follows:

- (a) The Bidder shall carry out all work and perform all of its obligations under the Contract Documents in a good professional manner, according to the best standards of practice of the industry, profession, or trade in which the Bidder carries on business (including any applicable standards of professional conduct).
- (b) The Bidder shall employ properly qualified and experienced workers to carry out all work required in connection with the Contract and shall cause its subcontractors and their suppliers to do the same.
- (c) The Bidder shall use only new, first-class materials, and shall cause its subcontractors and their suppliers to do the same.
- (d) The Bidder shall have an adequate work force with proper equipment in good working condition, and shall have ready access to all materials, equipment and accessories required to perform its obligations under the Contract Documents and shall cause its subcontractors and their suppliers to do the same.
- (e) Where the Bidder is not a resident of Ontario,
 - i. unless it has previously done so, it shall immediately after receiving the CDSB's order to commence work, obtain from the Ontario Retail Sales Tax Branch, a certificate showing that the Bidder has

registered with that Branch, and shall submit that certificate to the owner, and

- i. it shall not commence work or order any materials or equipment for the Contract until it has registered as provided in sub-paragraph i.
- (f) The Bidder shall ensure that all subcontractors who are employed by it in connection with the performance of the Contract, and who are not resident in Ontario, are registered with the Ontario Retail Sales Tax Branch, before permitting them to commence any work under the Contract.

12. Quality of Material

- (1) Unless the Specifications, Addenda or Special Provisions otherwise provides, all materials supplied by the Successful Bidder shall be new and shall conform to the requirements of the Specifications but on the request of the Successful Bidder, the CDSB reserves the right to approve alternatives in writing prior to their supply.
- (2) Where required by the CDSB, the Successful Bidder shall furnish a complete written statement of the origin, composition, and manufacture of all materials to be supplied by them, and shall furnish samples thereof for testing purposes, if so, instructed by the CDSB.
- (3) The CDSB's approval of changed materials shall not be considered as waiver of objection to the work or materials at any subsequent time due to their failure to conform with the specifications.
- (4) The Successful Bidder shall furnish for the CDSB's approval such material tests, mix designs and tests of any goods, or intended fixtures that are to be supplied as the CDSB may require.

13. Defective Work, Materials, etc.

- (1) The Successful Bidder shall correct or replace any defective work or material supplied by it, at its own expense, upon the direction of the CDSB.
- (2) Where the Successful Bidder refuses or neglects to remove any defective work or material supplied by it in accordance with a written notice by the CDSB, such work or material may be removed by order of the CDSB at the Successful Bidder's expense, and in addition to any other remedies available to the CDSB to recover the cost and expense of such removal the CDSB may deduct the cost and expense of such removal from any moneys due to or to become due to the Successful Bidder on any account.

- (3) Where at any time the quality of the Project or Work carried out or the Goods or Services supplied by the Successful Bidder is not of a satisfactory standard,
 - (a) the CDSB may issue a verbal warning to the Successful Bidder, outlining the deficiency in supply or other aspects of performance and requiring the Successful Bidder to correct those deficiencies within such period as may be stated; or
 - (b) if the deficiency is not corrected within the time specified, or having been corrected, there is a further instance of deficient performance, the CDSB may issue a written notice to the Contractor, identifying the deficiency in performance and setting a final date or time period for its correction, and advising that if corrective steps are not taken by that date or within that time, the CDSB may terminate the contract and take corrective action itself.
- (4) Where a verbal warning is given under clause (3)(a) or a written notice is given under clause (3)(b), the CDSB may hold back until the requirements have been met such portion of any amount payable to the Successful Bidder as in the opinion of the CDSB is reasonably required to secure correction of the deficiency.
- (5) Where clause (3)(b) applies, the CDSB may deduct from any payment owing to the Successful Bidder, an amount equal to the cost the CDSB has incurred, in correcting the deficiency.
- (6) Unless the CDSB otherwise agrees in writing, the failure or refusal by the Successful Bidder to deliver a Good or Service within the time specified, or within a reasonable time where no time has been specified, or to promptly supply a replacement for a Goods or Service within a reasonable time after being requested to do so, when that originally supplied is rejected as unsatisfactory, shall be deemed to constitute an authority for the CDSB to purchase on the open market to replace the Good or Service in question. In the case of any such purchase, the Successful Bidder shall reimburse the CDSB for the extra costs incurred by reason of that purchase. Where in the opinion of the CDSB the public interest so requires, the CDSB may require the Successful Bidder to furnish Goods or Services below the standard of those provided for in the Contract, subject to an adjustment in price to be determined by the CDSB.

14. Modifications of Methods and Equipment

The Successful Bidder shall make such alterations in its method, equipment and working forces, as the CDSB in writing directs, if at any time the method or equipment or working force are found by the CDSB to be unsafe or inadequate to ensure the

protection, safety, or quality of the work or to ensure rate of progress sufficient in the reasonable opinion of the CDSB to complete the work within the time limited therefore under the Contract but notwithstanding the foregoing, the onus is on the Contractor to ensure that such required safety protection, progress and quality of the work is maintained.

15. Use of CDSB Property and Character and Conduct of Employees

- (1) Where any part of the Project, Work or Supply is to be carried out on property owned or occupied by the CDSB, the Successful Bidder shall,
 - (a) use that property and require its employees and subcontractors to use that property, only for such purposes as fall fairly within the scope of the Contract Documents;
 - (b) refrain from committing waste on that property and use reasonable care to avoid causing any damage to any person or thing on that property or any neighbouring property;
 - (c) employ only orderly, experienced, and competent persons to do the work; and
 - (d) comply, and cause its agents, directors, officers, employees, and subcontractors to comply, with the CDSB's zero tolerance of violence policy.

Serious violations of the above requirements shall constitute grounds for the termination of the Contract.

- (2) The Successful Bidder shall neither bring onto nor allow the introduction or use of tobacco, alcohol or illegal narcotics or controlled substances (including marijuana, hashish, and all derivatives thereof) upon any CDSB property.

16. Assignment and Subcontracting

Neither the use of one or more subcontractors to carry out part of the Project, Work or Supply nor the assignment of the whole or any part of the Contract shall relieve the Successful Bidder of its obligations and liability to the CDSB.

17. Liens to Be Discharged

The Successful Bidder shall pay punctually all amounts owing to its suppliers in respect of all services and materials supplied by them with respect to the Contract, including any applicable interest, taxes, costs, and other charges, and shall forthwith cause every lien preserved or perfected by any person with respect to the

Contract or the subject matter of the Contract to be vacated or discharged, and as between the Successful Bidder and CDSB all costs relating thereto shall be paid by the Successful Bidder and shall be for its account.

18. Deviation from Contract Documents and “Good Practice”

- (1) The Successful Bidder shall not deviate from the Contract Documents without the consent of the CDSB in writing.
- (2) The Successful Bidder shall ensure that all its subcontractors inspect all parts, items or surfaces affecting or involving their work and inform the Successful Bidder immediately, in writing, (copy to the CDSB), of all deviations from drawings, specifications or accepted good practice and standards involving or affecting their work, and not to proceed with their work if these deviations will influence or affect the appearance or quality of their work until they are corrected by the Successful Bidder, but nothing herein shall alter or derogate from the responsibility of the Successful Bidder under the Contract.

19. Successful Bidder’s Default and CDSB’s Remedies

- (1) The provisions of this section are in addition to any other rights to which the CDSB is entitled by law.
- (2) The following shall constitute acts or events of default by the Successful Bidder:
 - (a) where the Successful Bidder fails or neglects to commence or to proceed with the Project, Work or Supply diligently and at a rate of progress that in the opinion of the CDSB will ensure entire completion within the time provided for in the Contract Documents;
 - (b) where the CDSB determines reasonably that the Successful Bidder has abandoned the work or failed to observe and perform any of the provisions of the Contract, the determination of which the CDSB shall be the sole judge;
 - (c) where the Successful Bidder is adjudged bankrupt or becomes insolvent, or a petition in bankruptcy is filed against the Successful Bidder, or where the Successful Bidder makes an assignment for the general benefit of creditors or applies for relief under the *Companies Creditors Arrangement Act*, or where proceedings of any type are instituted in any jurisdiction in respect of the alleged insolvency or bankruptcy of the Successful Bidder;

- (d) where any formal or informal proceeding for the dissolution of, liquidation of, or winding up of, the affair of the Successful Bidder is instituted by or against the Successful Bidder, or where a resolution is passed or any other act undertaken for the winding up of the Successful Bidder;
 - (e) where the Successful Bidder ceases or threatens to cease to carry on its business, or where the Successful Bidder makes or agrees to make a bulk sale of its assets;
 - (f) where a receiver, manager or trustee is appointed in respect of the business or assets of the Successful Bidder, or any part of thereof, by a court of competent jurisdiction, or under an agreement;
 - (g) where the Successful Bidder defaults in payment of any indebtedness or liability to a Bank or other lending institution, whether secured or not;
 - (h) where the Successful Bidder defaults in the completion of the work within the time limit under the contract or within the CDSB-extended time limit;
 - (i) where the Successful Bidder fails or refuses to remedy any unsatisfactory or defective work or to remove any unsatisfactory or condemned material when so ordered by the CDSB in writing;
 - (j) where the Successful Bidder persists in any course in violation of any of the provisions of the Contract Documents after receiving written notice from the CDSB to correct that violation.
- (3) Where an act or event of default by the Successful Bidder occurs, the CDSB may terminate the Contract by giving written notice to that effect to the Successful Bidder and enforce any performance bond, letter of credit or other performance security provided by the Successful Bidder.
- (4) Where there is a default by the Successful Bidder under the Contract, the CDSB may waive that default by written notice to that effect, whether given before or after the default, and where the CDSB so waives the default, the position of the parties and the status of any security provided by the Successful Bidder to the CDSB, shall be as if the default had not occurred.
- (5) A waiver of a default shall not extend to or be taken in any manner whatsoever to affect the rights of the CDSB with respect to, any subsequent default, whether similar or not.

- (6) The remedies provided in these Instructions are in addition to all other legal, equitable or statutory remedies to which the CDSB is otherwise entitled, and the taking of any one remedy shall not preclude the taking of any other remedy.

20. Contract Non-Exclusive

Unless otherwise expressly provided in the Bid Notice, Specifications, the Special Provisions or an Addendum, no Contract for the supply of goods, services, the supply and installation of fixtures, or any combination thereof shall be deemed or construed to confer upon the Successful Bidder an exclusive right to supply those items, nor an exclusive obligation on the Successful Bidder to provide those items only to the CDSB.

21. Term of the Contract

- (1) There is no obligation on the CDSB to renew any term of the Contract.
- (2) Unless otherwise expressly provided in the Bid Notice, Specifications, Special Provisions, or an Addendum,
 - (a) the Contract shall be deemed to be for a term of one year only, and the Successful Bidder shall have no right to the award of a further contract, nor any preference in the award of any subsequent contract;
 - (b) the term of the Contract will commence with the issuance of a purchase order or the execution of the Contract for Works, as the case may be.
- (3) Where the Bid Notice, Specifications, Special Provisions, or an Addendum provide that a Contract may be renewed at the end of its term, the following rules apply:
 - (a) unless otherwise stated in the Special Provisions or Addendum, each renewal shall be deemed to be for a period of one year only;
 - (b) any renewal shall be at the sole discretion of the CDSB;
 - (c) any renewal shall be on the same terms and conditions of the original Contract;
 - (d) any renewal shall be evidenced in writing, and where not so evidenced any continuation of supply after the expiration of the term of the Contract shall be deemed to be subject to the

same terms and conditions as supplies under the Contract, subject to the following provisos:

- (i) the CDSB may at any time discontinue placing any further order for supply, or may terminate the relationship between the parties by written notice to that effect, but no such discontinuation or notice shall affect the obligation of;
 - i. the CDSB to receive delivery and pay for any items or services previously ordered; and
 - ii. the Successful Bidder to fill any order previously placed and accepted by it;
- (e) where a price adjustment is contemplated in the Special Provisions upon the renewal of the Contract, all prices payable under the Contract during the term of the renewal shall be deemed to be adjusted to reflect the average annual increase in the Consumer Price Index as published by Statistics Canada over the 12 month period immediately preceding the date of renewal;
- (f) where no price adjustment has been contemplated in the Special Provisions the CDSB may, in its sole discretion, make an adjustment to the pricing where it is clearly evident to the CDSB that the market price for the Goods and/or Services has changed since the award of the Contract. Any price change under the Contract during the term of the renewal shall be deemed to be adjusted to reflect the average annual increase in the Consumer Price Index as published by Statistics Canada over the 12-month period immediately preceding the date of renewal. This discretion will only be exercised one time during the course of the Contract and any renewal period(s); and
- (g) where more than one renewal is contemplated in the Bid Notice, Specifications, Special Provisions, or an Addendum, each such renewal shall be subject independently to clauses (a) to (f).

22. Orientation Session

- (1) The CDSB may require the Successful Bidder (and those employees of the Successful Bidder who will be employed in performing the Contract) to

attend a training and orientation session to be conducted by the CDSB at such place in the CDSB as the CDSB may direct.

- (2) The session may last for up to one full working day.
- (3) No amount shall be payable by the CDSB in respect of that session.

23. Force Majeure

- (1) In this section, "Force Majeure" means a delay in the performance of the Services occurring other than as a result of the deliberate act or negligence of either party respectively, and which
 - (a) could not have been reasonably foreseen, and
 - (b) was caused by an event beyond the reasonable control of each party respectively,

and for the sake of greater certainty shall include any one or more of the following:

- (c) acts of God, the King, or His enemies;
 - (d) civil war; insurrections or riots;
 - (e) fires; floods; explosions; earthquakes or serious accidents;
 - (f) unusually severe weather; epidemics or quarantine restrictions;
 - (g) governmental priorities or allocation regulations or orders affecting materials, labour, equipment, and facilities;
 - (h) fuel shortages or freight embargoes;
 - (i) strikes or labour troubles causing cessation, slowdown, interruption of work or other similar events relating to a person other than the Successful Bidder (or any subcontractor) or to the CDSB.
- (2) Financial difficulties experienced by the Successful Bidder will not be considered an occurrence of a Force Majeure under the Contract.
 - (3) In the event of the occurrence of a Force Majeure,
 - (a) the time for completing that portion of the supply of goods or services, or the completion of the Project or Work to which the RFP

relates, which has been delayed by reason of the Force Majeure shall be extended by a period equal to the delay so caused;

- (b) the date for the payment of any portion of the price or any costs or fees shall be adjusted accordingly, without adjustment of the price; and

but subject to the foregoing, each party shall be excused from performance so long as the Force Majeure persists and shall not be considered to be in default under this section, if and to the extent that its failure of, or delay in performance is due to that Force Majeure.

- (4) Where a Force Majeure remains in effect for more than 90 days, either party may terminate the Contract upon 30 days written notice to the other party, provided at the time when that notice is given the Force Majeure is then continuing.
- (5) While a Force Majeure subsists which prevents the Successful Bidder from proceeding with the Work under the Contract, the CDSB may engage an alternate supplier on an interim basis.

24. Excessive Claims

- (1) The CDSB may review and disallow an invoice, or reduce the amount of an invoice, submitted for hourly labour costs, or for material supplied, where the CDSB's Purchasing Manager concludes on reasonable grounds that the amount of that invoice is excessive, taking into account the time and materials that would ordinarily be required by a competent professional or tradesman to carry out the work or project to which the invoice relates.
- (2) Prior to disallowing or reducing an invoice under subsection (1), the CDSB shall notify the Successful Bidder in writing of its intention to review the invoice in question and shall allow the Successful Bidder to make written or oral representations to the CDSB's Purchasing Manager as to whether the amount invoiced is excessive. The Purchasing Manager shall take those representations and all other relevant facts into account before reaching any conclusion under subsection (1). Any decision made by the Purchasing Manager under this section is final and conclusive between the parties.
- (4) No invoice shall be disallowed under this section where the billing to which it relates is in strict accord with the terms of the Contract Documents.

25. Electronic Funds Transfer

In this section, the term "EFT" refers to electronic funds transfer and may also include the payment information transfer. All payments made by EFT shall only be made as a direct deposit to a Canadian chartered bank.

(1) Method of Payment

All payments by the CDSB under this RFP shall be made by electronic funds transfer (EFT) save and except where:

- (a) the funds payable under the terms of the Contract are only payable in a single lump sum and not payable by instalments or progress payments or otherwise than a single lump sum payment; or
- (b) the CDSB is unable to release one or more payments by EFT, in which case the Successful Bidder agrees to either:
 - i) accept payment by cheque or some other mutually agreeable method of payment; or
 - ii) request the CDSB to extend payment due dates until such time as the CDSB makes payment by EFT, subject to subsection (3) Suspension of Payment.

(2) Mandatory Submission of Successful Bidder's EFT Information

- (a) The Successful Bidder is required to provide the CDSB with the information required for the CDSB to make payment by EFT. A purchase order may not be issued to the Successful Bidder without this requisite information.
- (b) In the event that the EFT information changes, the Successful Bidder shall be responsible for providing forthwith the updated information to the CDSB.

(3) Suspension of Payment

- (a) The CDSB is not required to make any payment under this RFP until its designated officer has received the correct EFT payment information from the Successful Bidder. Until receipt of the correct EFT information, any invoice or contract payment request shall be deemed not to be a proper invoice or valid request for the purpose of payment under this Contract. No interest or any other manner of claim whatsoever for delayed or non-payment shall be permitted as a result of incorrect EFT information or improper delivery of EFT payment information.

- (b) If the EFT information changes after submission of correct EFT information, the CDSB shall have thirty (30) days within which to update the changed EFT information after its receipt by the designated officer to the extent payment is made by EFT. However, the Successful Bidder may request that no further payments be made until the updated EFT information is implemented by the CDSB's payment office. If such suspension would result in a late payment under any payment terms of this Contract, the Successful Bidder's request for suspension shall extend the due date for payment by the number of days of the suspension.

(4) Liability for Uncompleted or Erroneous Transfers

- (a) If an uncompleted or erroneous transfer occurs because the CDSB used the Successful Bidder's EFT information incorrectly, the CDSB remains responsible for making a correct payment.
- (b) If an uncompleted or erroneous transfer occurs because the Successful Bidder's EFT information was incorrect, or was revised within thirty (30) days of CDSB's release of the EFT payment transaction instruction, and
- (c) funds are no longer under the control of the CDSB's payment office, the CDSB is deemed to have made payment, and the Successful Bidder is responsible for recovery of any erroneously directed funds; or
- (d) If the funds remain under the control of the CDSB's payment office, the CDSB shall not make payment, and the provisions of subsection (3) Suspension of Payment shall apply.

(5) EFT and Timely Payment

A payment shall be deemed to have been made in a timely manner in accordance with the payment terms of the Contract if, in the CDSB's EFT payment transaction instruction released to its bank, the date specified for settlement of the payment is on or before the last date for due payment under the terms of the Contract, provided the specified payment date is a valid date when the CDSB's bank is open for business.

(6) Liability for change of EFT Information by Financial Agent

The CDSB is not liable for errors resulting from changes to EFT information provided by the Successful Bidder's financial agent.

26. Non-disclosure and No Comment

- (1) The Successful Bidder shall not disclose, distribute, publish, or issue any information, details or document concerning any aspect of this Contract, the Contract Documents, the Project, and Services to a third party except:
 - (a) where prior written authorization or consent of the CDSB has been provided by the CDSB, which consent may be unreasonably withheld by the CDSB in its unfettered discretion; or
 - (b) where such disclosure, distribution, publication, or issuance is necessary to perform the Services, is only to a person directly engaged in performing Services or work under the Contract and is only to the extent required for the Services or work to be performed; or
 - (c) is required to be disclosed by Law.
- (2) The Successful Bidder shall restrain its employees and subcontractors from giving unauthorized information or otherwise contravening this section.
- (3) After the Contract is awarded, the Successful Bidder shall refer all inquiries from all third parties not involved in carrying out the Contract that relate to the Contract or the Project, Work or Supply to be undertaken within the scope of the Contract to the CDSB's Purchasing Manager.

27. Governing Law

- (1) This RFP and any Contract arising therefrom shall be subject to and shall be construed in accordance with the laws of Ontario.
- (2) Unless the CDSB otherwise agrees in writing, any action or other legal proceeding arising under the Contract or any of the other Contract Documents (including any motion or other interlocutory proceeding) shall be brought in the Superior Court of Ontario sitting in Timmins.

28. Severance Where Provision Illegal, etc.

Where one or more provisions of any of the Contract Documents are found to be invalid, unenforceable or void by any court or tribunal of competent jurisdiction, the remaining terms and provisions of the Contract Documents shall be deemed to be severable from the part so found and shall remain in full force and effect, but this provision shall apply only insofar as the effect of that severance is not to change the fundamental nature of the obligations assumed respectively by each of the CDSB and Successful Bidder respectively.

29. Performance Review

- (1) At the conclusion of the Project, and during the course of carrying out the Project, where the Project Manager or Consultant so directs, the CDSB and the Successful Bidder shall carry out a performance review in accordance with this section concerning the performance of work and the provision of services by the Successful Bidder.
- (2) Performance under the Contract shall be assessed by reference to the following criteria:
 - (a) general responsiveness of the work relationship;
 - (b) conformity of the work done, materials supplied and provision of services with the Description of Project and Specifications;
 - (c) general dependability and quality of all work done and any Goods or Services supplied;
 - (d) timely performance;
 - (e) general conformity with the reasonable expectations of the CDSB under the terms of the Contract in their entirety;
 - (f) supervision of subcontractors and the maintenance of an orderly, neat, and secure job site;
 - (g) accuracy of carrying out instructions.
- (3) The respective representatives of the CDSB and Successful Bidder shall meet at mutually agreeable times within ten Business Days of the final completion of the Contract or of the Project Manager or Consultant so directing.
- (4) Where a performance review is conducted under subsection (3), each of the agreed aspects of the Successful Bidder's performance shall be ranked by the CDSB at one of the following standards:
 - (a) Satisfactory (performance in accordance of general standard of CDSB suppliers);
 - (b) Unacceptable (performance well below the general standard of CDSB suppliers).
- (5) At any performance review under this section, the Successful Bidder shall be entitled to identify any aspect of the CDSB's operations that is undermining the Successful Bidder's ability to deliver at least a satisfactory

level of performance with respect to some criteria of assessment, and where the CDSB concludes that this is in fact the case, the ranking given to the Successful Bidder with respect to that criteria of assessment will be adjusted accordingly.

- (6) Where at a performance review carried out prior to the completion of the Project, one or more criteria of assessment are ranked as unacceptable:
 - (a) the parties shall agree at the time of the conduct of the review or within ten Business Days thereafter, on the measures to be taken by the Successful Bidder during the ensuing contract review period to improve its performance to at least a good standard;
 - (b) within ten Business Days of agreeing on those measures, the Successful Bidder shall confirm in writing that the measures in question have been implemented.
- (7) Where the Successful Bidder fails or refuses to implement measures as provided in subsection (6), it shall be deemed to be in default under the Contract, and the CDSB may take such remedies as provided for in the Contract Documents or are otherwise available at law or in equity.
- (8) Where the unsatisfactory performance of the Successful Bidder is not corrected as required under this section, that performance may be taken into account by the CDSB with respect to the award of any future contract to the Successful Bidder.

30. Permits, Licenses and Approvals

- (1) Unless otherwise expressly agreed by the CDSB in writing, the Successful Bidder shall be responsible for obtaining and maintaining (at its own cost) all necessary permits, licenses and approvals relating to the Project, Work or Supply.
- (1) The Successful Bidder shall ensure that all persons supplying services or materials to the Project, Work or Supply hold all valid and current licenses required by law with respect to the services or materials to be supplied by them, respectively.

31. Ontarians with Disabilities Act, 2001 (ODA) and the Accessibility for Ontarians with Disabilities Act, 2005 (AODA)

The Successful Bidder shall ensure that all of its employees, agents, volunteers and any subcontractors comply with all applicable accessibility laws, regulations and by-laws, including but not limited to the Ontarians with Disabilities Act, 2001 (ODA), the Accessibility for Ontarians with Disabilities Act, 2005 (AODA), Ontario Regulation 429/07 (Accessibility Standards for Customer Service) and Ontario

Regulation 191/11 (Integrated Accessibility Standards), during the term of the Contract.

Without limiting the generality of the foregoing, the Successful Bidder shall ensure that all of its employees, agents, volunteers, and any subcontractors who, as part of the Contract:

- (a) deal with members of the public or other third parties, or
- (b) participate in developing policies, practices and procedures governing the provision of goods or services to members of the public or other third parties,

receive training about the provision of its goods or services to persons with disabilities. The Successful Bidder shall ensure that such training includes, without limitation, a review of the purposes of the AODA and the requirements of Ontario Regulation 429/07.

32. Set off

The parties agree that the CDSB has the contractual right to set-off against any amounts owing by the CDSB to the Successful Bidder under this Contract, any amount owed to the CDSB by the Successful Bidder, whether such amount arises from this Contract or under any other contract between the CDSB and the Successful Bidder, irrespective of whether or not those contracts are related or arise at equity or law.

Appendix A: Forms

Form 1: Mandatory Requirements Checklist

Form 2: Signature Page

Form 3: Pricing

Form 4: List of Sub-Consultants

Form 5: References

FORM 1: MANDATORY REQUIREMENTS CHECKLIST

The Proponent is required to include all items with an “X” in the “CDSB Required” column with their proposal submission in the order identified. Failure to provide the items below may result in the rejection of the Proposal submission as incomplete. The Proponent shall mark an “X” in the “Proponent Included” column to indicate the items that are included in their submission.

CDSB Required	Mandatory Requirement	Proponent Included
X	RFP Response	
X	WSIB Clearance Certificate or proof of exemption	
X	Proof of Insurance(s)	
X	Form 1: Mandatory Requirements Checklist	
X	Form 2: Signature Page	
X	Form 3: Pricing (to be included in Financial Proposal)	
X	Form 4: List of Sub-Consultants	
X	Form 5: References	

FORM 2: SIGNATURE PAGE

- a) I/WE, the undersigned authorized signing officer of the Interest Party, HEREBY DECLARE that no person, firm or corporation other than the one represented by the signature (or signatures) of proper officers as provided below, has any interest in this RFP.
- b) I/WE further declare that all statements, schedules, and other information provided in this RFP response are true, complete, and accurate in all respects to the best knowledge and belief of the Respondent.
- c) I/WE further declare that this RFP response is made without connection, knowledge, comparison of figures or arrangement with any other company, firm or persons making an RFP response and is in all respects fair and without collusion for fraud.
- d) I/WE further declare that the undersigned is empowered by the Respondent to negotiate all matters with the Corporation representatives, relative to this RFP response.
- e) I/WE further declare that the agent listed below is hereby authorized by the Respondent to submit this RFP response and is authorized to negotiate on behalf of the Respondent.
- f) I/WE have allowed for Addenda numbered as follows: # _____ through # _____.

Failure to acknowledge all addenda will result in your proposal being rejected.

COMPANY NAME: _____

ADDRESS: _____

CDSB/PROVINCE: _____ POSTAL CODE: _____

AUTHORIZED SIGNATURE: _____ TITLE: _____

NAME (Please print or type): _____

TELEPHONE NUMBER: _____ FAX NUMBER: _____

HST REGISTRATION NUMBER: _____

EMAIL ADDRESS: _____ DATE: _____

FORM 3: PRICING

Item	Description	Price excluding HST
A	<u>Design & Pre-Construction Services</u> -Site assessments, locates, and topo survey (if needed) -Conceptual and schematic design -Construction drawings and specifications -Engineering (structural, mechanical, electrical, civil, geo) -Minor variance, site plan control, municipal fees (if needed) -Permit applications and approvals	\$
B	<u>Site Preparation and Civil Works</u> -Excavation and grading -Foundation -All site services	\$
C	<u>Building Construction</u> -Structural and envelope -Interior finishes -Mechanical and electrical systems -Specialty items (as required)	\$
D	<u>Project Management & General Conditions</u> -Site supervision and project management -Temporary utilities, construction fencing and safety -Mobilization and demobilization	\$
E	<u>Site Access & Landscaping</u> -New site access, parking lot, asphalt, curbing -Pedestrian walkways, building entrance, and Landscaping	\$
F	<u>Appliances</u>	\$
G	<u>Contingency (include percentage % _____)</u>	\$
M	HST	\$
N	Grand Total	\$

FORM 4: LIST OF SUB-CONTRACTORS

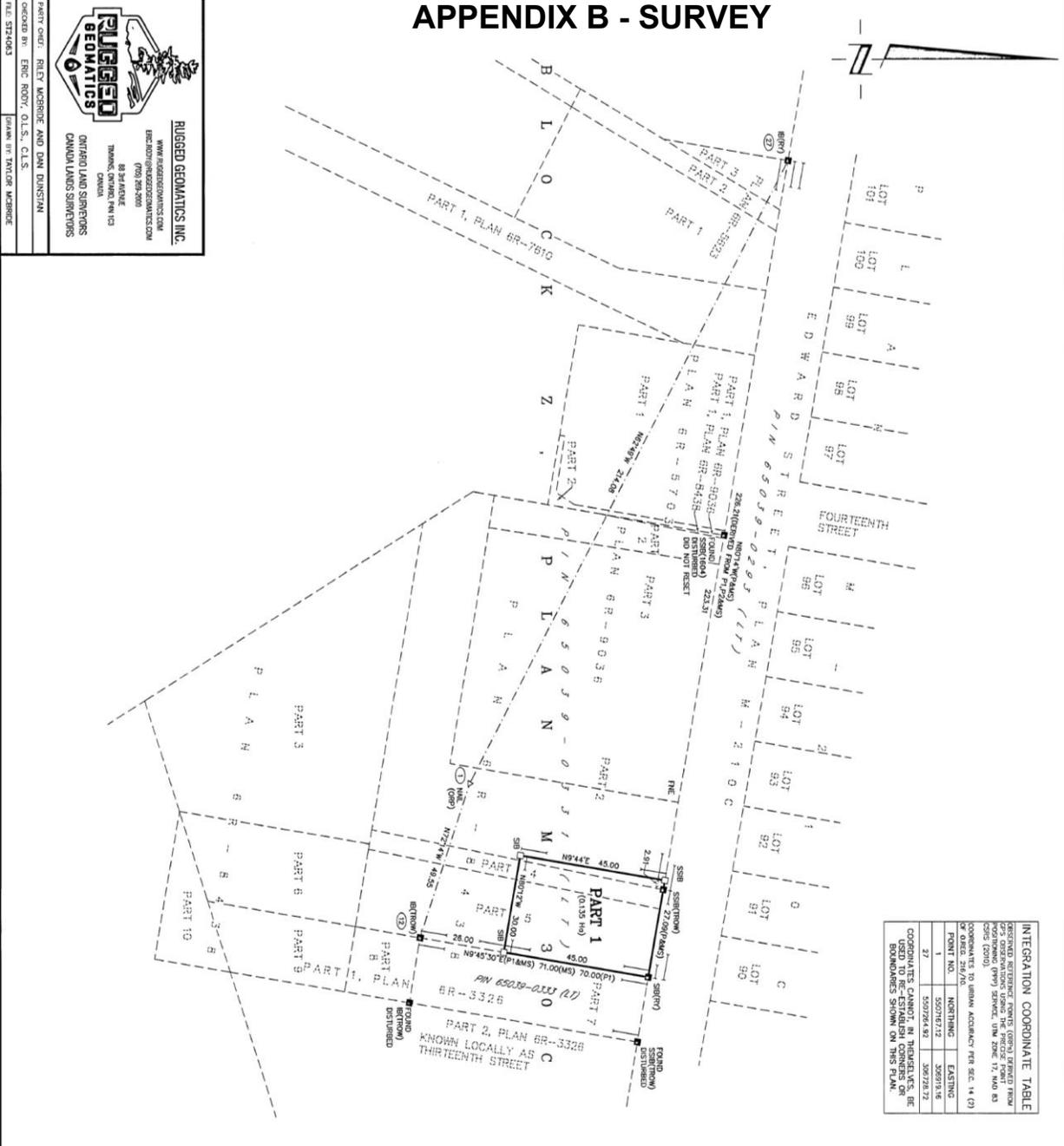
Provide the required information below for each sub-consultant to be used for the supply of the goods/services.

Type of Work	Sub-Consultant	Contact Name & Number
Structural Engineering		
Mechanical Engineering		
Electrical Engineering		
Civil Engineering		
Flooring Contractor		
Modular Manufacturer		
Building Code, Fire Safety and Life Safety		
Accessibility		
Plumbing Contactor		
Transportation/Freight		
Electrical Contractor		
Mechanical Contractor		
Security System Provider		
Other:		

FORM 5: REFERENCES

Please provide references full name, position, company name, contact information, preferred time, and method of communication, and lastly the connection or past engagement with the references provide in the table below.

APPENDIX B - SURVEY



INTEGRATION COORDINATE TABLE

DESIGNATED REFERENCE POINTS (GRIP) DERIVED FROM GPS COORDINATIONS USING THE PRINCE EDWARD ISLAND COAST AND GEODETIC SURVEY, YEAR 2005, 14, 1440 83 (CNS (2005)).

COORDINATES TO UTM40N ACCORDING PER SEC. 14 (1) OF OREGON 2017/18.

POINT NO.	LONGITUDE	EASTING
27	550294.92	309238.32
28	550294.92	309238.32

COORDINATES CANNOT BE ESTABLISHED, BE USED TO RE-ESTABLISH CORNERS OR BOUNDARIES SHOWN ON THIS PLAN.

PLAN 6R-9542

RECORDED AND APPROVED
DATE: *March 21, 2024*
Eric Roddy
Eric Roddy

REGISTRATION FOR THE LAND TITLES OVERYIELD COCHRAM #1
I REQUIRE THIS PLAN TO BE DEPOSITED UNDER THE LAND TITLES ACT,
DATE: *2/24/24*
ERIC RODDY, OLS

PART	LOT	PLAN	PN	AREA (ha)
1	PART OF BLOCK Z	PLAN M-30C	65028-033(UL)	0.135

PLAN OF SURVEY OF
PART OF
BLOCK Z
PLAN M-30C
TOWN OF HEARST
DISTRICT OF COCHRANE
ERIC RODDY, OLS

SCALE 1 : 750

15 30 45 60 METERS

BEARING NOTE:
BEARINGS AND COORDINATES ARE UTM GRID DERIVED FROM STMC GPS STATIONING. THE STATIONING IS BASED ON THE UTM40N COORDINATE SYSTEM. THE PRECISE POINT POSITIONING ON NAD 83 WAS MONUMENTED 27 TO YIELD A GRID BEARING OF N 82°49' W, HAD 83 CORRS AND ARE REFERRED TO THE CENTRAL MERIDIAN OF UTM ZONE 17 (81° W LONGITUDE) (2010).
ROTATION NOTE:
FOR BEARING CONVERSIONS, A ROTATION OF 200707" (CLOCKWISE) WAS APPLIED TO ALL BEARINGS. THE BEARINGS WERE CONVERSION TO UTM40N COORDINATES. BEARINGS REFERRED TO P AND PN.
SCALE FACTOR NOTE:
DISTANCES ARE GIVEN AND CAN BE CONVERTED TO GRID BY MULTIPLYING BY THE COMBINED SCALE FACTOR OF 1.000026.

LEGEND

- EMBOSSES - SURVEY MONUMENT FOUND
- EMBOSSES - SURVEY MONUMENT PLANTED
- BSB EMBOSSES - IRON BAR
- SSB EMBOSSES - SHORT STANDING IRON BAR
- TSB EMBOSSES - TALL STANDING IRON BAR
- TRW EMBOSSES - TROW GEOMATICS INC.
- RY EMBOSSES - T.E. ROY/LT
- P1 EMBOSSES - PLAN 6R-4036
- P2 EMBOSSES - PLAN 6R-4038
- PN EMBOSSES - FOUND NO EVIDENCE

SURVEYOR'S CERTIFICATE

I, **ERIC RODDY**,
SURVEYOR,
1. THIS SURVEY AND PLAN ARE CORRECT AND IN ACCORDANCE WITH THE SURVEYS ACT AND THE LAND TITLES ACT, AND THE REGULATIONS MADE UNDER THEM.
2. THE SURVEY WAS COMPLETED ON 2024 10 30

DATE: *2024 11 14*
Eric Roddy
ERIC RODDY
ONTARIO LAND SURVEYOR
THIS PLAN OF SURVEY RELATES TO ADEP PLAN SUBMISSION FROM NUMBER V-67419

RUGGED GEOMATICS INC.

WWW.RUGGEDGEOMATICS.COM
REGISTRATION NO. 123456789
1000 BAYVIEW AVE. SUITE 100
SCARBOROUGH, ONTARIO M1B 4Y1
CANADA

ONTARIO LAND SURVEYORS
CANADA LAND SURVEYORS

PROJECT CHIEF: ERIC RODDY AND DAN DUNSTON
DESIGNED BY: ERIC RODDY, O.L.S., C.L.S.
DRAWN BY: TRACY MORRISON