



**Purchasing Division**

***TENDER #3667  
SPRINKLER TANK MAINTENANCE***

***Addendum #2***

**June 5, 2014  
9:00 A.M.**

To: Bidders

From: Deborah Beck  
Buyer

Pages: 1 phone: 464-2000 (ext. 2011)

**The bid documents shall be amended and new clauses added, and shall become part of the contract documents as follows:**

- **The successful contractor will be responsible for the cost of the NSDOEL inspector.**
- **The successful contractor will be responsible for the cost of the water truck?**
- **This contract is strictly for annual pressure tank maintenance.**
- **Delete the following: Scope of Work – Page 12, “~~Trip test dry pipe valves to ensure there are no obstructions or deterioration. Refill tanks after the test.~~”**
- **Delete “~~Hammonds Plains Elementary~~” from the 2015 & 2018 listing.**
- **The tanks interiors must be scrapped where needed, pressure washed and fully painted with approved epoxy paint.**

**END OF ADDENDUM #2**

---

PLEASE SIGN BELOW AND RETURN WITH BID DOCUMENTS:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Company Name

**CC: Nova Scotia Construction Association**

**Fax # 468-2470**



**Purchasing Division**

***TENDER #3667  
SPRINKLER TANK MAINTENANCE***

***Addendum #1***

**June 2, 2014  
2:06 PM**

To: Bidders

From: Deborah Beck  
Buyer

Pages: 1 phone: 464-2000 (ext. 2011)

**The bid documents shall be amended and new drawings and clauses added, and shall become part of the contract documents as follows:**

- **THE CLOSING DATE HAS BEEN CHANGED TO FRIDAY, JUNE 13, 2014 AT 2:00 P.M.**

**END OF ADDENDUM #1**

---

PLEASE SIGN BELOW AND RETURN WITH BID DOCUMENTS:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Company Name

**CC: Nova Scotia Construction Association**

**Fax # 468-2470**



## **TENDER # 3667**

### **Sprinkler Tank Maintenance 2014 - 2018**

Closing Date: ***FRIDAY, JUNE 6, 2014***  
Closing/Opening Time: ***2:00:00 P.M.***

**Closing Location:**

Halifax Regional School Board  
33 Spectacle Lake Drive  
Dartmouth, N.S.  
B3B 1X7

**Department Contact:**

Ron Curran  
Manager Regulatory Compliance

Tel: (902) 464-2000 Ext #5114  
Fax: (902) 464-2201

**Project Locations:**

SEE LISTING OF SCHOOLS  
ON BID SHEETS & SCHOOL ADDRESSES  
ON HRSB WEBSITE:

[www.hrsb.ca](http://www.hrsb.ca) SCHOOL FINDER

**TERM OF CONTRACT:**

**This is a five year contract. Half of the tanks will be inspected, cleaned and painted by August 22, 2014, half will be inspected, cleaned and painted by August 22, 2015 and no work will be required in 2016. In years 4 and 5 of the contract the inspection, cleaning and painting process will repeat.**

**NO Mandatory Information Session will be held.**

*The Halifax Regional School Board encourages equity and affirmative action programs.*

# Table of Content

	<b>Page</b>
1.0 Instructions to Bidders .....	3
1.1 Conditions of Tender .....	4
1.2 Other Requirements .....	7
1.5 The Contract .....	11
2.0 Scope of Work .....	12
3.0 Contractor's Information .....	19
3.3 Sub-Contractor List .....	20
3.5 Tender Site Pricing .....	23
3.7 Proposed Fixed Price .....	25
<b>SAMPLE CONTRACT (DO NOT RETURN SAMPLE CONTRACT WITH BID DOCUMENTS)</b>	
Schedule "A" Sample Agreement for Supply of Services .....	27
 <b>SAFETY PLAN/CONTRACTOR'S CHECK LIST</b>	
Schedule "B" Project Safety Plan Outline .....	49
Schedule "C" Contractor's Check List .....	54

## **NOTICE**

Public tender openings will no longer be held for any tenders relating to goods, services or construction for HRSB as of April 1 2014. A list of bidders and bid amounts will be posted on the Procurement Services website (<http://novascotia.ca/tenders/tenders/ns-tenders.aspx>) shortly following the closing of the tender. All bid submissions are subject to evaluation after opening and before award of contract. The winning bidder and award amount will be posted on the Procurement Services website (<http://novascotia.ca/tenders/tenders/ns-tenders.aspx>) after evaluation.

## 1.0 GENERAL

The Halifax Regional School Board (HRSB) is seeking tender submissions from qualified contractors for the supply of materials, labour, equipment and services necessary to meet service, maintenance and reporting requirements for all listed sprinkler tanks, in all buildings owned and operated by HRSB as described in Section 2.0 of this document, Scope of Work. Requirements of this document are based on the National Fire Code 2010.

### 1.1 INSTRUCTIONS TO BIDDERS

#### TENDER SUBMISSION:

Submit sealed bids to:

- (a) Halifax Regional School Board  
33 Spectacle Lake Drive  
Dartmouth, N.S.  
B3B 1X7

Until **2:00:00 P.M., FRIDAY, June 6, 2014**, for the following project:

#### **3667 SPRINKLER TANKS 2014 TO 2018**

*Should the School Board Office be closed for any reason the tender closing will be postponed to the next business day.*

- (b) Submit one copy of the original tender on the enclosed tender form. Each item on the form must be completed unless noted otherwise. Bids must be signed by an authorized representative of the contractor. Incomplete bids will be rejected. Bids must be submitted on or before the advertised time and date in a sealed envelope clearly marked:

#### **3667 SPRINKLER TANKS 2014 TO 2018**

- (c) It is the responsibility of the bidder to ensure their submissions are received on time. Faxed bids will not be accepted.
- (d) Addenda may be issued by the Board up to three (3) business days before tender closing. Addenda cover letters MUST be signed and submitted with the contractor's bid documents.

## 1.2 CONDITIONS OF TENDER

- (a) No term or condition shall be implied, based upon any industry or trade practice or custom or in a practice or policy of the Board or otherwise, which is inconsistent or conflicts with the provisions contained in these instructions.
- (b) Any changes to this tender or specifications will be sent by addendum to potential. All correspondence, inquiries, instructions, etc. in connection with the work shall be emailed to: [dbeck@hrsb.ca](mailto:dbeck@hrsb.ca)
- (c) Tender price must include freight, duty, rates and charges (excluding HST), which are applicable at the time the contract is awarded. It is the responsibility of the bidder to find out from the appropriate authorities what taxes, rates and charges are applicable to this tender.
- (d) The Contractor is responsible for obtaining and paying fees for all provincial, municipal and other permits as required for the work, and shall adhere to all regulations from regulatory bodies, including the National Building Code, (most recent version). Sub-trades are responsible for obtaining permits and following regulations as they affect their work.
- (d) Invoices shall be sent via email to N. Beairsto in Operations Services:  
[nbeairsto@hrsb.ca](mailto:nbeairsto@hrsb.ca)

### DO NOT SEND HARD COPIES

Payment: Payment terms will be considered as Net 30 days from date of invoice.

- (f) Bidders or their employees must not be employees of the Halifax Regional School Board.
- (g) The bidder must comply with Nova Scotia Fire Safety Act and all Municipal Regulations, Ordinances and other laws including the Occupational Health and Safety Act.
- (h) Persons or firms submitting tenders shall be actually engaged in the line of work required by the specifications.
- (i) When applicable, a bidder shall list, in the space provided in Section 3.3, the names of the sub-contractors they propose to use with each sub-contractor's tender price. A change in sub-contractors from this list will require permission in writing from the Board.
- (j) Except as the specifications may be modified by Addenda, the successful contractor will be held to furnish under this tender all work as specified.

- (k) The contractor shall save, defend, and indemnify the Halifax Regional School Board against all costs which the School Board may sustain or incur by reason of any act or omission of the contractor or its' agents or sub-contractors.
- (l) Property loss and/or damage that occurs during the course of work or caused by negligence on the contractors part during the course of the work shall be reported by HRSB Operations Services to the School Insurance Program (SIP) office. Adjusters may be assigned to manage restoration of damaged, defaced or stolen HRSB property. HRSB and/or its insurer reserve the right to assign management of restoration to the adjuster. The contractor shall be responsible for all costs to repair or replace any School Board property, which has been damaged, defaced or stolen during the course of work.
- (m) The term of the contract shall be from date of contract award to 22-August-18.
- (n) Where the Tender Documents stipulate a particular product, written requests for substitutes will be considered by the Board up to five (5) business days prior to the tender closing date. Such requests shall be accompanied by complete descriptive and technical information including MSDS so that a proper evaluation can be made.

When a request for approval of a product is made, the Board may grant approval and will attempt to issue an Addendum to this effect to known bidders. However, HRSB assumes no liability for the delivery of electronic transmissions.

All products used in the course of this work are to be used, stored, and maintained as per the instructions written on the MSDS sheet.

- (o) Time and Material costs must be provided as listed in Section 3.6
- (p) **Unique Logistics**  
Completely describe how your Tender will respond to the unique logistics of each school or administrative site as set out in the Project Scope and fully describe, in the same manner, all items of equipment, service, and support you will provide to respond to those logistics and all pricing and other matters relating to them.
- (q) **HRSB Discretion**  
The Bidder hereby acknowledges that:
  - a) HRSB shall have the right to reject any or all Tenders for any reason, or to accept any tender which HRSB in its sole, unrestricted discretion deems most advantageous to it. The lowest, or any, Tender will not necessarily be accepted and HRSB shall have the unrestricted right to:
    - i) accept any Tender, and in the event it only receives informal, non-conforming or qualified Tenders with respect to this Tender, accept any

- such Tender; or
- ii) Accept a Tender that is not the lowest price;
  - iii) Reject a Tender that is the lowest price even if it is the only tender received;
  - iv) Reject any Tender that contains any irregularities, informalities, conditions or qualifications;
  - v) Reject any Tender that is not accompanied by the required tender security documents;
  - vi) Reject any Tender that is not properly signed by or on behalf of the Bidder;
  - vii) Reject any Tender that contains an alteration in a quote that is not initialed by or on behalf of the Bidder;
  - viii) Reject any Tender that is incomplete or ambiguous; or
  - ix) Reject any Tender that does not strictly comply with other requirements contained in these instructions.
- b) HRSB reserves the right to consider, during the evaluation of Tenders:
- i) Information provided in the Tender itself;
  - ii) Information received in response to enquiries of credit and industry references set out in the Tender;
  - iii) The manner in which the Bidder provides services to others;
  - iv) The experience and qualification of the Bidder;
  - v) The compliance of the Bidder to HRSB's requirements and specifications;
  - vi) Such alternate goods, services, terms or conditions that may be offered, whether such offer is contained in a Tender or otherwise,
  - vii) Splitting the Tender and Project Scope into multiple parts and accepting Tenders (or portions thereof) from more than one Bidder;
  - viii) Rejecting Bidder's recommendation of a Subcontractor or any other third party associated with the Tender and jointly along with the Bidder, determine alternate acceptable third parties; and
  - ix) Any other consideration in HRSB's discretion;
- c) HRSB may rely upon the criteria it deems relevant, even if such criteria has not been disclosed to Bidder. By submitting a Tender, the Bidder acknowledges the HRSB's rights under this Section and absolutely waives any right or cause of action against HRSB and its employees, agents or Trustees by reason of HRSB's failure to accept the Tender submitted by the Bidder, whether such right or cause of action arises in contract, tort including negligence or otherwise; and
- d) HRSB shall not at any time have any obligation to deal exclusively with the



Bidder. HRSB expressly reserves its rights, in its sole discretion, to seek a Tender regarding the subject matter hereof, from any person whomsoever and at any time.

(r) **Limitation of Liability**

Bidder, by submitting a bid to this Tender, agrees that it will not claim damages, costs or expenses for whatever reason, relating in any way to this Tender and any resulting process (including without limitation any subsequent discussions or negotiations, if any, or in respect of any competitive process) and waives any and all claims against HRSB whatsoever, whether for costs, damages or expenses incurred by Bidder in preparing its Tender, in participating in this tender process (including without limitation any subsequent discussion or negotiation, if any), loss of anticipated profit or any other matter whatsoever related to this tender and any resulting process, discussions or negotiations.

(s) **Construction Contract Guidelines**

The Halifax Regional School Board acknowledges and complies with the **Nova Scotia Transportation and Public Works Construction Contract Guidelines.**

### 1.3 **OTHER REQUIREMENTS**

- (a) The bidder must provide with the submitted tender document a certificate indicating the completion of the Nova Scotia Construction Safety Association's Construction Safety Program or other WCB approved safety audit company that jointly sign the Certificate of Recognition with the WCB.
- (b) The bidder must provide with the submitted tender document a letter showing they are in good standing with the Worker's Compensation Board.
- (c) The bidder must provide with the submitted tender document a tentative schedule indicating timelines for completion of works. **Upon award of work, the successful bidder shall provide within three (3) business days a schedule clearly indicating timelines for completion of all aspects of the project. If applicable, shop drawings/samples must be returned to HRSB for Consultant's review within five (5) days upon award.**
- (d) The bidder must provide with the submitted tender document, an insurance certificate showing proof of:
  - (i) Commercial General Liability insurance, including but not limited to, products liability and completed operations, contractual liability, owners and contractors liability, attached machinery extensions, endorsement, independent contractor, for a combined single limit of no less than \$2,000,000 per occurrence; Builder's Risk Insurance in the amount of the Contract Price.
  - (ii) Commercial Auto Liability insurance covering all owned, non-owned and hired vehicles for a minimum combined single limit of \$2,000,000 per occurrence; and
  - (iii) It is also agreed that the above insurance coverage is primary.

Upon award, the bidder shall secure and maintain the insurance as noted above at its expense during the term of the contract.

The Halifax Regional School Board must be named as additional named insurance pertaining to the work for this project. Furthermore, Halifax Regional School Board must receive at least thirty (30) days' notice of cancellation or modification of the above insurance. Bidders shall at all times keep in force insurance as may be required.

(e) **BID SECURITY**

The bidder **MUST** provide with the submitted tender document **Bid Security** in the amount of **ten percent (10%) of the Contract Price** (before HST) in the form of a Certified Cheque, Irrevocable Standby Letter of Credit or Bid Bond payable to, or naming the Halifax Regional School Board.

**BID BONDS *must be provided by a surety company licensed to issue surety bonds in the Province of Nova Scotia:***

- Provide bond on the standard CCDC Bid Bond Form, latest version, in the amount of not less than **ten percent (10%) of the Contract Price (before HST)**.
- Bid Bonds, submitted by the general contractor bidder, signed and sealed by the principal (Contractor) and Surety and shall be with an established Surety Company satisfactory to and approved by the Halifax Regional School Board.
- Where a Bid Bond is used as Bid Security, include the cost of providing the Bid Bond in the Tender Contract price.

Where **CERTIFIED CHEQUE or BANK DRAFT** is provided as bid security:

- Provide a certified cheque or bank draft, endorsed in the name of the Halifax Regional School Board, for a **sum not less than ten percent (10%) of the amount of the Contract Price (before HST)**.
- Where certified cheque or bank draft is used as Bid Security, include the cost in the Contract price.

Where the **IRREVOCABLE STANDBY LETTER OF CREDIT** is used as bid security:

- Provide an Irrevocable Standby Letter, endorsed in the name of the Halifax Regional School Board, for a sum not less than **ten percent (10%) of the Contract Price (before HST)**.
- The Irrevocable Standby Letter of Credit shall be issued by a certified financial institution subject to the Uniform Custom and Practices for Documentary Credit (1993 revision or latest revision) International Chamber of Commerce (Publication No. 500).
- Where Irrevocable Standby Letter of Credit is used as bid security, include the cost in the Tender Contract Price.

**RETURN OF BID SECURITY:**

- The bid security of the unsuccessful bidders will be returned to them after the contract

has been signed, or previous to such time, at the discretion of the Halifax Regional School Board. The above shall apply provided a contract is awarded within sixty (60) days from the closing date of the bid. If no contract is awarded, all bid security will be returned.

(f) **CONTRACT SECURITY - NOT REQUIRED FOR TENDER #3667**

For bids over \$100,000 bidders must provide **Contract Security by a surety company licensed to issue surety bonds in the Province of Nova Scotia** in the form of one of the following:

- Letter of Surety.
- Performance Bond and a Labour and Material Payment Bond OR
- Certified Cheque or Bank Draft OR Irrevocable Letter of Credit bearing the bidder's original signature, payable to or naming the Halifax Regional School Board as insured.

Bidder shall maintain performance assurance in force for a period of not less than twelve (12) months after the issue of the substantial performance certificate certified by Halifax Regional School Board and until completion of the contract.

Should it become apparent that the final cost of the project will **exceed the total amount payable by more than 10%**, the bidder shall arrange to have their bonds reissued based on the projected final cost.

Where a **LETTER OF SURETY** was used as **CONTRACT SECURITY**:

- Within ten (10) days after notification of award of the Contract, provide a Performance Bond and a Labour & Material Payment Bonds each in an amount **equal to fifty percent (50%) of the Contract Price (before HST)**, naming the Halifax Regional School Board.
- Performance Bond and Labour and Material Payment Bonds, submitted by the bidders, shall be provided at the expense of the bidder and shall be with an established Surety Company satisfactory to and approved by the Halifax Regional School Board.
- Include the cost of providing the Performance Bond and Labour and Material bond in the Contract price.

Where a **CERTIFIED CHEQUE OR BANK DRAFT** is used as **CONTRACT SECURITY**:

- The Certified Cheque or Bank Draft submitted during the bid period will be cashed and the amount retained by the Halifax Regional School Board shall serve as Performance Assurance, including the payment of all obligations arising under the Contract.
- The Certified Cheque or Bank Draft will be held in lieu of the Performance Bond and Labour and Material Bonds, providing that, at Contract award, the successful Bidder

shall supplement their Certified Cheque or Bank Draft to maintain an amount of **twenty (20%) of the Contract price** (before HST) under the contract.

- The amount remaining will be returned without interest after a period of not less than twelve (12) months after the issue of the substantial performance certificate certified by the Halifax Regional School Board and shall serve as performance assurance until completion of the contract.
- Where certified cheque or bank draft is used as Performance Assurance, include the cost of providing the certified cheque in the Contract price.

Where an **IRREVOCABLE STANDBY LETTER OF CREDIT** is used as **CONTRACT SECURITY**:

- The Irrevocable Standby Letter of Credit for a sum not less than **ten percent (10%) of the Contract price (before HST)** submitted during the bid period will be retained by the Halifax Regional School Board and shall serve as performance assurance, including the payment of all obligations arising under the contract. The irrevocable standby letter of credit shall be issued by a certified financial institution subject to the Uniform Customs and Practices for Documentary Credit (1993 revision) International Chamber of Commerce (Publication No. 500).
  - Where irrevocable standby letter of credit is used as Performance Assurance, include the cost of providing and Irrevocable Standby Letter of Credit in the Contract Price. The contractor shall provide to the Halifax Regional School Board documentation throughout the duration of the contract that the irrevocable standby letter of credit remains in full effect at all times as specified.
  - Upon expiry of the Irrevocable Standby Letter of Credit, a separate Irrevocable Standby Letter of Credit shall be provided for work requiring extended warranties for such amounts as are required by the contract.
- (g) The bidder must provide with the submitted tender document a completed copy of SCHEDULE “B” Safety Plan information sheet. The contractor prior to commencement of work must have a safety plan in place for use by the contractor personnel regarding potential hazards and work practices specific to the site.
- (h) ***HRSB is directly responsible for the safety of its students and staff. Should contractors be required to work in or on school property while children are present, it is a MANDATORY HRSB REQUIREMENT that contractors assign the work to employees and/or sub-contractors who DO NOT have a CRIMINAL RECORD and who ARE NOT LISTED ON THE CHILD ABUSE REGISTRY. By checking the “Agreed” box at the bottom of clause 3.4 below you are confirming that you understand and will abide by this mandatory HRSB requirement. Failure to comply with this requirement may result in immediate contract termination.***

- (i) Contractors must submit warranty information with the tender bid submission and successful bidders must submit all appropriate warranty documents with final payment invoice.
- (j) Bidders are advised that, as per the Halifax Regional School Board Tobacco Free Schools and Workplace Policy, the HRSB endorses and supports implementation of the Nova Scotia Smoke Free Places Act 2002, which prohibits tobacco possession for persons under the age of 19 and declares that no person shall smoke in schools, school board offices or on school grounds.

#### 1.4 AMENDMENTS OR WITHDRAWAL OF TENDER

- (a) Tender may be amended or withdrawn **by post or facsimile (902) 464-0161** PRIOR to Tender Closing date and time.
- (b) Clearly indicate on the fax transmission or submitted envelope, whether your correspondence is an amendment or withdrawal and the title of the Tender. Sign and seal as required for tender, and submit at address listed under closing location on the cover of this document.

#### 1.5 THE CONTRACT

##### 1.5.1 **Binding Effect of Proposal and Contract Finalization**

The Bidder hereby acknowledges that its Tender constitutes a contract with HRSB, and the terms and conditions of this Tender and the bidder response (with the Tender taking precedence in the event of any inconsistency or conflict of terms) shall govern such agreement. Such contract shall remain binding upon Bidder until the earlier of:

- a) Written notice from HRSB that the Bidder's Tender is rejected as unsatisfactory; or
- b) Issuance by HRSB of its PO to the Bidder with respect to this Tender, pursuant to Section 1.2(p), and upon such issuance, the Bidder shall be regarded as the Contractor hereunder; or
- c) Execution of the Contract by both HRSB and the Bidder pursuant to Section 1.2(p); or
- d) Written notice from HRSB that it has entered a Contract with a Contractor and that the Bidder has been unsuccessful under this Tender.

##### 1.5.2 **Contract Documents**

- 1.5.2.1 The attached form of contract (Schedule A) is a version that shall be issued to or executed by the successful bidder pursuant to the terms and conditions of this Tender. It is NOT TO BE executed and returned by the bidder as part of its (proposal or Tender response).

- 1.5.2.2 After the contract has been awarded and signed, the contractor will be contacted by the appropriate Regional Manager to attend a site visit to complete Appendix D of the contract – ‘Undertaking to Comply and Contractors Safety Checklist’ prior to the commencement of any work.  
**NOT REQUIRED FOR TENDER #3667**
- 1.5.2.3 The Contract the Contractor will have with the HRSB, if awarded, will include:
- a) Such further documentation as may be negotiated and executed by the HRSB and the Contractor pursuant to Section 1.2(p); and
  - b) This Tender and all of its Schedules, including without limitation any PO issued by HRSB to the Contractor, and any revisions, amendments or additional documents made thereto, if any; and
  - c) The Tender, in its entirety and all promises made in the tender will be deemed covenants in the Contract and all information, representations and warranties made in the Tender will be deemed terms, representations and warranties of the Contract surviving the signing or issuance by HRSB of any additional or formal documents prepared by the HRSB.
- 1.5.2.4 For the purposes of evaluation and interpretation of Tenders, in the case of conflicts, discrepancies, errors or omissions between this Tender and any documentation issued or executed pursuant to Section 1.5.1, and the Tender, this Tender and such documentation shall take precedence over the Bidder response.

## **1.6 Your Contractual Terms**

- 1.6.1 List separately any contractual terms which must be included as part of the Contract if awarded to you and which would be a condition to HRSB’s acceptance of your bid.
- 1.6.2 List separately any contractual terms which you would like the HRSB to consider but which would not be a condition to the acceptance by the HRSB of your bid and which would only be part of the Contract with the HRSB with the specific further agreement of the HRSB.

## **2.0 SCOPE OF WORK**

The successful bidder will be held to provide qualified personnel to perform testing, inspection, maintenance, repair and reporting services for all SPRINKLER TANKS at all Halifax Regional School Board buildings (P3 schools not included) as described in the following Sections of this document.

- Inspect tanks to ensure they are in operating condition and verify cathodic protection on pressure tanks.
- Trip-test dry pipe valves to ensure there are no obstructions or deterioration. Refill tanks after the test.

- Test low water and low air alarms on the tanks.
- Top up the pressure tanks with water and air while at the site on regular inspections.
- Enter confirmation of inspection and sign in the Halifax Regional School Board Fire Safety Maintenance Log in the main office at each school.

This contract includes requirement for the contractor to provide all necessary equipment, ladders, staging and devices necessary to perform testing of all devices including but not limited to devices located in stairwells, elevator shafts, gym and stage ceilings, above and below air handling units, within confined spaces, etc. Inability to access shall not be permitted as a reason for not testing devices.

This contract shall require that all technicians perform the following tasks prior to starting work in each School Board building:

- a) Notify the Principal or designated school administrative personnel at each site prior to beginning any work on the fire safety systems. Follow the appropriate sign in procedures established at each school.
- b) Ensure the Principal or designate is advised of the work to be completed, and if the system will be shut down during the test/inspection process.
- c) Advise the Principal whether the Fire Protection System will be inoperative. If so, **Confirm with the school Principal that the School Insurance Program (SIP)** office at 480-2170 has been notified by the Principal of all interruptions in any fire protection system prior to such interruptions that make the system inoperative.
- d) Advise the Principal and Operations Services whether the Fire Safety System will be inoperative for more than 6 hours, or after hours. Once advised, the Operations Services Department will arrange for a fire watch as deemed necessary. **Confirm that procedures to provide** protection to the building if a sprinkler system, or part of that system, is shut down for more than 6 hours have been coordinated with the Authority Having Jurisdiction and the HRSB Operations Services department.
- e) Notify the monitoring station and local fire station for each building, prior to performing any tests/maintenance/repairs and also upon completion of the work.
- f) Ensure with the Principal that there is an **alternate means of notifying persons** within the building and the Fire Department of an actual fire when the fire alarm or sprinkler alarm systems are inoperative.
- g) **At the end of every test/inspection**, the technician must enter the date of inspection and sign in the Halifax Regional School Board Fire Safety Maintenance Log located in the main office at each school.

**The contractor will be required to provide an electronic copy of ALL reports no later than 30 days after each quarter via email to:**

**[rcurran@hrsb.ca](mailto:rcurran@hrsb.ca) copies to [nbeairsto@hrsb.ca](mailto:nbeairsto@hrsb.ca)**

**Annual inspections shall be completed when they are due and sent to the above email addresses within 30 days after the inspection has been completed.**

## 2.1

### **SPRINKLER TANK CLEANING and PAINTING:**

- 2.1.1 The Contractor shall ensure that the HRSB Sprinkler tank systems are maintained, inspected, serviced, tested, cleaned, adjusted and repaired in conformance with *NFPA 25*.

The service to clean, paint and inspect sprinkler water storage tanks is required to occur a minimum of once every three years. At HRSB locations with tanks, the number # 1 Tanks at each location are due and will be cleaned and painted during the summer of 2014. The number # 2 Tanks at each location are due in 2015 and will be cleaned and painted during the summer of 2015.

*Note: Ash Lee Jefferson is an exception to the schedule Tank #2 will be cleaned and painted during the summer of 2014 and Tanks #1 and #3 will be cleaned and painted during the summer of 2015.*

Qualified technicians will perform work that includes but is not limited to the following:

- a) Each school on the list contains two tanks. These tanks shall be labelled on the exterior of the tank by the contractor to indicate tank #1 as the left tank when facing the front (end with valves) of the two tanks, and tank #2 as the right tank. The labels shall be 6"x 12" stick on labels with white background and black bold letters/numbers. *Note: Ash Lee Jefferson School contains three tanks and must be numbered in the same manner #1, 2, 3 left to right when facing the tanks.*
- b) The work associated with LIST 1 Tanks **must** be completed by no later than August 22, 2014. There shall be no allowance for out of service tanks when classes resume at all schools in September of each new school year.
- c) The work associated with LIST 2 Tanks **must** be completed by no later than August 25, 2015. There shall be no allowance for out of service tanks when classes resume at all schools in September of each new school year.
- d) The tanks shall be drained and the interior inspected for pitting.
- e) The interior of the tanks must be cleaned and painted with a rust preventive paint bar-rust-tm 235 multi-purpose epoxy coating #235 K-3667, or a paint of equal quality. Upon award of paint samples must be provided.
- f) Drying/curing time of the paint as per manufacturer's recommendations.
- g) The tank interiors must be inspected by a NSDOEL provincial inspector. Coordination of inspections is the responsibility of the contractor performing the work.
- h) Upon award of the contract the Contractor shall provide a schedule for inspections to the Manager of Regulatory Compliance. Scheduling for sprinkler tank inspection by the Inspections Provincial authority shall not occur later than March 1<sup>st</sup> of each year of the Contract and is to be arranged at the convenience of the Province of Nova Scotia Inspections Authority.
- i) Refill the tanks with trucked bulk water to the proper level. Pump air into the tanks and return to normal service.



- j) If unforeseen circumstances do not allow a tank to be restored to operational condition prior to re-occupation by staff and students after August 31, the contractor must provide for a 24 hour fire watch at that site until the tank is restored. If the delay is caused by actions or a failure to act by the contractor, the cost for this 24 hour fire watch service shall be payable by the contractor.
- k) All work must be in compliance with the Department of Labour Standards.
- l) After completion of each inspection, forward a copy of the *NFPA 25, 2010* Approved Report by email to:

[rcurran@hrsb.ca](mailto:rcurran@hrsb.ca) and copy to [nbeairsto@hrsb.ca](mailto:nbeairsto@hrsb.ca)

## 2.2 OTHER CONDITIONS OF WORK

### 2.2.1 School/Work site access control:

**The Contractor's employees shall always report to the main office of a school, indicate who they are and state their purpose on site, prior to starting any work in the school.**

All workers shall contain their activity to the appropriate work area(s). The contractor shall only use the school staff designated washroom and lunchroom facilities. Access to the school shall only be allowed as planned in coordination with HRSB Operations Services and the school administration.

The contractor's and sub-contractor's employees shall maintain professional and courteous behaviour, including work and communications practices, at all times on the project site. Communications and work shall be conducted so as to minimize the affect on regular school occupants and their activities.

### 2.2.2 Project Schedule and Safety Coordination: Within three (3) business days of contract award the contractor shall provide HRSB with a fixed schedule for completion of all aspects of work. The safety plan outline provided with this document **MUST** be posted on site during the execution of work and **MUST** be accessible to all workers on the site.

The contractor will provide access to the work site and safety plan for inspection by HRSB Operations Services administration, HRSB Health and Safety Manager, consultants and/or regulatory inspectors as may occur throughout the duration of the contract.

All necessary project coordination communications between project personnel and HRSB or site administration shall be from the project foreman/supervisor through the school principal and/or the **Manager of Regulatory Compliance**. Fire systems technicians shall not engage in discussion with site staff, except the school Principal or designate, regarding scope of work or condition of systems, unless authorized by Operations Services.

- 2.2.3 Hours of work - All work shall be carried out during **regular working hours** unless otherwise indicated in writing by the Manager of Regulatory Compliance or a designate. Hours of work shall comply with local ordinances and bylaws for each site.

School hours of operation vary from building to building during the academic year due to different levels of community use and staffing assignments in the evening. Most high schools and junior high schools have staff on site from 7:30 a.m. until 11:00 p.m. through the week. Hours of operation **MUST** be verified for specific sites before schedules are set.

Summer hours are from 7:30 a.m. to 4:00 p.m. Monday to Friday through July and August. School buildings are typically locked during the summer and access must be coordinated through **Operations Services Regional Managers**. Staffing is usually low during August due to vacations.

- 2.2.4 Site Material Control: The contractor shall be responsible for storage of all materials required to complete the work. The school shall not be used for storage of materials unless otherwise approved by the Principal and the appropriate **Regional Manager of Operations Services**.

The contractor is responsible for security of all materials at all times until completion of work. Additional costs for security personnel or other means of security as deemed necessary by the contractor will be the sole responsibility of the contractor.

The contractor shall keep the work site free from accumulated debris caused by the employees or work and shall remove all debris at the end of each work shift. Debris shall not be deposited in HRSB controlled garbage and/or recycling containers.

All materials and debris created during the work shall be disposed of by the contractor, and removed at the end of each shift or at the end of each working day. The materials may not be stored on site.

All temporary structures such as portable washroom facilities, materials storage trailer, work trailer, debris dumpster, vehicles, etc., shall, if stored on site for more than one day's work shift, be located a minimum of (25) twenty-five feet from the school building.

- 2.2.5 Prevention and Restoration of Damage: The contractor will take all necessary precautions as is reasonable to prevent damage to the school building, grounds or contents during the execution of work to complete the contract. This may include but not be limited to such precautions as:
- Installation and maintenance of barriers to prevent student access;
  - Control measures for sprinkler system water during flow tests; and
  - Plastic sheeting over contents directly under work sites.

The contractor will be held responsible for costs to restore, replace or repair building

structure, systems, contents, grounds and all HRSB property that may be damaged as a result of actions or inaction by the contractor and its' sub-contractors.

2.2.6 Reporting Procedures: All reports shall be sent via email to:

[rcurran@hrsb.ca](mailto:rcurran@hrsb.ca) and copied to [nbeairsto@hrsb.ca](mailto:nbeairsto@hrsb.ca)

Reports must differentiate between recommended upgrades and deficiencies. Deficiencies shall include the devices or components identified by the inspector as failing to operate or failing to meet code where required.

If reports indicate a system is non-compliant, failed or deficient, to the point that they are not acceptable to the authority having jurisdiction, HRSB will require a follow-up inspection and revised reports from the contractor upon completion of deficiency repairs.

2.2.7 Service Calls: The Contractor shall provide service during regular hours on an eight hour per day, five days per week basis.

The Contractor shall provide **emergency service** outside regular working hours including nights, Saturdays, Sundays and holidays.

The Contractor shall not refuse any call for service requested by the Manager of Regulatory Compliance or Regional Manager Operations Services or designate, and shall carry out the service with a minimum of delay.

The Contractor shall notify the Manager of Regulatory Compliance of the telephone number at which he/she or his/her representative may be contacted at any time.

Reports must be submitted via email to:

[rcurran@hrsb.ca](mailto:rcurran@hrsb.ca) and copies to [nbeairsto@hrsb.ca](mailto:nbeairsto@hrsb.ca)

Submit electronic invoices to N Beairsto at the email address above not more than ten (10) calendar days following completion of service work.

**Response Time:** The Contractor shall provide "same day" service for all non-emergency maintenance requests made before noon that day.

The Contractor shall respond to emergency requests immediately. Emergency Service shall include but not be limited to situations where:

- a) The fire alarm or sprinkler system has activated.
- b) The fire alarm or sprinkler system has caused an alarm condition but has not been activated.
- c) The effective operation of the fire alarm or sprinkler system has been severely compromised.
- d) Unsafe conditions are reported.

2.3 BIDDERS MEETING – NO REQUIRED FOR TENDER #3667

- (a) Bidders will be deemed to have familiarized themselves with existing site and working conditions and all other conditions, which may affect performance of the Contract. No plea of ignorance of such conditions as a result of failure to make all necessary examinations and calculations will be accepted as a basis for any claims for extra compensation or an extension of time.

2.4 ASBESTOS

- (a) The contractor must review asbestos audits to confirm presence of asbestos that may be encountered during process of work. These reports are available upon request at each school in the administration office.
- (b) The contractor must stop work immediately upon discovery of suspected impacted or damaged asbestos containing materials while working on site and advise the Halifax Regional School Board – Operations Services Department at 464-2000 #5114.
- (c) Halifax Regional School Board will review asbestos conditions and schedule for any required asbestos removal as deemed necessary by the Regional Manager of Operations Services or designate.
- (d) The contractor must provide the Halifax Regional School Board with (72) seventy-two business hours' notice for the scheduling of asbestos abatement work.
- (e) Costs for remediation of damaged asbestos that is caused by the contractor shall be billed to the contractor. If the invoices are not paid by the contractor by the end of the next billing period, the amount shall be deducted from the outstanding balance owed by HRSB for services to date.

***DO NOT RETURN THE PREVIOUS PAGES WITH YOUR BID SUBMISSION***

*Halifax Regional School Board*

**3.1 CONTRACTOR INFORMATION FORM**

***TENDER #3667  
SPRINKLER TANKS 2014 TO 2018***

FIRM \_\_\_\_\_

ADDRESS \_\_\_\_\_

\_\_\_\_\_

E-MAIL ADDRESS \_\_\_\_\_

POSTAL CODE \_\_\_\_\_ PHONE \_\_\_\_\_ FAX \_\_\_\_\_

NAME OF PERSON SIGNING FOR FIRM \_\_\_\_\_

POSITION OF PERSON SIGNING FOR FIRM \_\_\_\_\_

I/WE, the undersigned, having carefully examined Tender #3667 documents, and having read, understood, and accepted the Conditions of the tender which form part of the tender documents, hereby offer to provide the materials and service in strict accordance with the Tender #3667 documents, which form part of this tender.

I/WE, hereby agree that notification of acceptance of this bid shall be in writing and may be sent by prepaid post or fax, and if sent by prepaid post, acceptance shall be deemed to have been made on the date of mailing of such notification.

\_\_\_\_\_  
DATE

\_\_\_\_\_  
AUTHORIZED SIGNATURE

3.2 REFERENCES:

The Bidder shall furnish particulars of at least three contracts successfully completed or currently being carried to completion. The projects quoted should preferably be approximate in nature to the Works now proposed for and be of comparable or greater size.

Contact Name & Phone #	Date	Contract Value
_____	from ____ to ____	_____
_____	from ____ to ____	_____
_____	from ____ to ____	_____
_____	from ____ to ____	_____

3.3 SUB CONTRACTORS:

The Bidder shall enter the name and address of each Sub-Contractor used in making up this Tender. Only one Sub-Contractor shall be named for each part of the work to be sublet.

Subcontractor/Suppliers/Manufacturers	Service/Material

3.4 PROJECT PERSONNEL:

The tender shall include below the names, qualifications and previous experience of those people who will be directly involved with the work in this contract. The names shall, for example, include foreman, superintendent, and project engineer and/or project manager, labourers and technical/trade staff.

Name	Position	Qualification/Experience

***HRSB is directly responsible for the safety of its students and staff. Should contractors be required to work in or on school property while children are present, it is a MANDATORY HRSB REQUIREMENT that contractors assign the work to employees and/or sub-contractors who DO NOT have a CRIMINAL RECORD and who ARE NOT LISTED ON THE CHILD ABUSE REGISTRY. Failure to comply with this requirement may result in immediate contract termination.***

***By checking the “Agreed” box you are confirming that you understand and will abide by this mandatory HRSB requirement.***                      ***Agreed***

3.5 TIME AND MATERIAL PRICES:

Provide unit prices for time and material work if no fixed price is requested in association with the work as outlined herein. Where various types of each device are available list the types your tender submission includes with the appropriate cost. These prices will be considered as standing offer prices for work completed outside the scope of this contract.

<u>Item No.</u>	<u>Description</u>	<u>Unit of Measurement</u>	<u>Estimated Quantity</u>	<u>Unit Price</u>
1.	<u>service call regular working hours</u>	<u>minimum per call</u>	<u>n/a</u>	<u>\$</u>
2.	<u>service call outside regular work hours</u>	<u>minimum per call</u>	<u>n/a</u>	<u>\$</u>
3.	<u>technician in addition to above (1)</u> <u>(regular working hours)</u>	<u>per hour</u>	<u>                    </u>	<u>\$</u>
4.	<u>technician in addition to above (2)</u> <u>(outside of regular working hours)</u>	<u>per hour</u>	<u>                    </u>	<u>\$</u>
5.	<u>mileage charges</u>	<u>per km</u>	<u>                    </u>	<u>\$</u>
6.	<u>water truck-tank fill up</u>	<u>per visit</u>	<u>                    </u>	<u>\$</u>
7.	<u>Supply &amp; Install chain &amp; lock on valve</u>	<u>per device</u>	<u>                    </u>	<u>\$</u>
8.	<u>Supply &amp; Install sprinkler pressure gauge</u>	<u>per device</u>	<u>                    </u>	<u>\$</u>



3.6 **TENDER SITE PRICING (EXCLUDING HST)**

The fixed price shall be the full inclusive value of the work. The prices submitted shall be all-inclusive (excluding HST) and shall include for all the general and special requirements to meet the specifications of the work.

**Sprinkler Tanks List A (TANK #1 ONLY, except for Ash Lee Jefferson):**

	<b>SUMMER 2014</b>	<b>SUMMER 2017</b>
Ash Lee Jefferson (Tank 2)*	_____	_____
Atlantic View Elementary	_____	_____
Beaverbank Kinsac Elem.	_____	_____
Beaverbank Monarch Drive Elem	_____	_____
Bell Park Academic	_____	_____
Dutch Settlement Elem.	_____	_____
East St. Margaret’s Elem.	_____	_____
Five Bridges Junior High	_____	_____
Gaetz Brook Junior High	_____	_____
Harold T. Barrett Junior High	_____	_____
Harrietsfield Elementary	_____	_____
Harry R. Hamilton Elementary	_____	_____
Holland Road Elementary	_____	_____
Prospect Road Elementary	_____	_____
Tantallon Elementary	_____	_____
William King Elementary	_____	_____
<b>TOTAL COST (EXCL. HST)</b>	=====	=====

DO NOT INCLUDE HST IN YOUR BID PRICE

**ALL WORK MUST BE COMPLETED BY AUGUST 22<sup>ND</sup> OF EACH SCHOOL YEAR**

**Sprinkler Tanks List B (TANK #2 ONLY, except for Ash Lee Jefferson):**

	<b>SUMMER 2015</b>	<b>SUMMER 2018</b>
Ash Lee Jefferson (Tanks 1 & 3)	_____	_____
Atlantic View Elementary	_____	_____
Beaverbank Kinsac Elem.	_____	_____
Beaverbank Monarch Drive Elem.	_____	_____
Bell Park Academic	_____	_____
Dutch Settlement Elem.	_____	_____
East St. Margaret's Elem.	_____	_____
Five Bridges Junior High	_____	_____
Gaetz Brook Junior High	_____	_____
Hammonds Plains Elem.	_____	_____
Harold T. Barrett Junior High	_____	_____
Harrietsfield Elementary	_____	_____
Harry R. Hamilton Elementary	_____	_____
Holland Road Elementary	_____	_____
Prospect Road Elementary	_____	_____
Tantallon Elementary	_____	_____
William King Elementary	_____	_____
<b>TOTAL COST (EXCL. HST)</b>	<b>=====</b>	<b>=====</b>

**DO NOT INCLUDE HST IN YOUR BID PRICE**

**ALL WORK MUST BE COMPLETED BY AUGUST 22<sup>ND</sup> OF EACH SCHOOL YEAR**

3.6 TENDER FIXED PRICE

The fixed price shall be the full inclusive value of the work. The prices submitted shall be all-inclusive (excluding HST) and shall include for all the general and special requirements to meet the specifications of the work.

<u>Description</u>	<b>Price Year 1 &amp; 2</b> <u>2014/2015</u>	<b>Price Year 4 &amp; 5</b> <u>2017/2018</u>
<b>TOTAL Sprinkler Tank Cleaning/Painting</b> (Excluding HST)	\$ _____	\$ _____

BIDDERS HST REGISTRATION NO. \_\_\_\_\_

3.7 SIGNATURE:

SIGNED AND DELIVERED  
In the presence of:

\_\_\_\_\_  
Witness

**CONTRACTOR**

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Signature of Signing Officer

\_\_\_\_\_  
Name and Title (Printed)



**SCHEDULE A**

**SAMPLE AGREEMENT FOR SUPPLY OF SERVICES**

This Agreement made effective on the \_\_\_\_\_ day of \_\_\_\_\_ in the year 20

For:

**Project Name:**

**Location:**

**Tender #**

by and between:

**HALIFAX REGIONAL SCHOOL BOARD ("HRSB")**

and

**COMPANY NAME:**

**ADDRESS:**

**CITY:**

**PROV:**

**Postal Code:**

(the "Contractor")

**The parties agree as follows:**

1. Contractor shall provide to HRSB the services set forth in Appendix "C" – Description of Services, and accompanying Exhibits (which along with all other obligations of Contractor set forth in this Agreement shall constitute the "**Services**") in accordance with the terms of this Agreement.
2. This Agreement consists of the following parts (together, the "**Agreement**"), each of which shall be construed as an integral part of this Agreement:

**This signature page**

**Appendix "A" – General Terms and Conditions**

**Appendix "B" – Risk Management & Safety**

**Appendix "C" – Description of Services**

**Exhibit A – RFP or Invitation to Tender**

**Exhibit B – Response to RFP or Tender**

**Schedule "B" – Safety Plan**

**Schedule "C" – Contractor Checklist**

The above Appendixes, Schedules and Exhibits are intended to be complementary, and what is required by any one shall be as binding as if required by all.

3. Contractor confirms that it has read this Agreement before signing it.
4. The individual signing below for Contractor warrants by his/her signature hereon that he/she has authority to bind Contractor to this Agreement.

**HALIFAX REGIONAL SCHOOL BOARD    CONTRACTOR**

Signature: \_\_\_\_\_

Name (print): Kathryn Burlton

Title (print): *Purchasing Manager*

Date:

Signature: \_\_\_\_\_

Name (print): \_\_\_\_\_

Title (print): \_\_\_\_\_

Date: \_\_\_\_\_

**SAMPLE ONLY**

**CONTRACTOR'S ATTENTION IS SPECIFICALLY DRAWN TO THE APPENDIX "A" TERMS AND CONDITIONS GOVERNING THIS AGREEMENT. EXECUTING PARTIES' ATTENTION IS DRAWN TO APPENDIX "C" AND APPENDIX "C" TO BE INITIALLED OR EXECUTED BY EACH PARTY IN ACKNOWLEDGMENT OF THE TERMS THEREIN.**

## APPENDIX "A"

### TERMS AND CONDITIONS

#### SERVICES

**Services:** Contractor shall provide the Services to HRSB in accordance with the terms of this Agreement, on the HRSB properties specified in Appendix "C" (the "**Description of Services**"). Except as may be otherwise expressly provided in Appendix "C", Contractor shall provide all the equipment, personnel, supplies, consumables, supervision and labour necessary to complete the Services in a good and workmanlike manner. No changes or modifications to the Services or otherwise to this Agreement shall be valid unless made in accordance with Article 5 of this Agreement. The Contractor shall employ a competent supervisor who shall be in attendance at the place of work at all times while Services are being performed.

**Term:** This Agreement shall commence upon and later expire upon the dates specified in Appendix "C" (such period being the "**Term**"), unless earlier terminated in accordance with the provisions of this Agreement. Should Contractor continue to provide, and HRSB continue to pay, for the Services beyond the Term, such provision of Services shall be deemed to be on a temporary basis only and terminable at any time by HRSB with or without cause, and the provisions of this Agreement shall apply in full force (save as to the termination provisions in Article 9) until such termination.

#### FINANCIAL TERMS, PAYMENT, LIENS

**Contract Price:** For and in consideration of the Contractor providing the Services in accordance with the terms of this Agreement, the HRSB agrees to pay to the Contractor the sum of

§

(*plus HST*) hereinafter referred to as the "**Contract Price**". Such Contract Price shall include any and all expenses Contractor may incur in the performance of the Services.

**Invoices:** The Contractor shall submit a single invoice to HRSB for all Services rendered under this Agreement unless Appendix "C" provides otherwise. Contractor's invoice shall indicate applicable sales and use taxes as separate amounts and indicate the net taxable value including all applicable discounts. HRSB shall not be obligated to pay any taxes to Contractor unless Contractor is registered with the applicable authorities and provides its registration number on the invoice. Contractor's invoice shall be in a form acceptable to HRSB and contain sufficient details to ascertain the scope of Services performed and, if requested, Contractor shall provide documentation in support of an invoice. If HRSB disputes any portion of the invoice, it shall pay such invoice less the disputed amount, subject to adjustment upon resolution of the dispute. Non-payment by HRSB of any amount in dispute shall not alleviate, diminish or modify in any respect Contractor's obligations to perform as required by and in accordance with this Agreement.

**Payment of Invoices:** Upon the HRSB certifying that the Services have been completed, the HRSB shall pay to the Contractor, thirty (30) calendar days from the date of such certification,

unless otherwise stipulated in Appendix "C", the full Contract Price due and payable hereunder, less any holdback required to be retained under the *Builder's Lien Act* of Nova Scotia (the "*Builder's Lien Act*"), other statutory obligation or as otherwise stipulated in Appendix "C", provided the Contractor has submitted the following:

a written statement from the supplier(s) of all materials used for the Services certifying that payment has been made in full for same or waivers of liens from such supplier(s) in due form;

a worker's wage statement containing all the information required by the HRSB pertaining to the Contractor's, and all of its subcontractors', workers. Such statement requires the name of the workers, hours worked, rate of pay, total wages received, and a signature from each worker certifying that they have received payment in full for all time worked on the job indicated on the form; and

certification that the statement is correct.

**Release of Holdbacks:** No holdback shall be paid to the Contractor until the Contractor has provided to the HRSB a statutory declaration in a form as set forth in Canadian Construction Documents Committee ("**CCDC**") Document 9A, together with evidence of compliance with the *Workers' Compensation Act*, and, if applicable, a copy of the Certificate of Title for the Lands, dated thirty (30) calendar days from the issuance of the Certificate of Substantial Performance (as defined in the *Builder's Lien Act*) of work by the Contractor, confirming that no liens have been placed against the Lands in association with Contractor's Services.

**Liens:** Contractor shall keep the Lands and all HRSB property free from any and all laborers', materialmen's and mechanics' liens and similar claims and encumbrances. To the fullest extent permitted by law, Contractor waives all rights to assert such liens against the Lands and all HRSB property. If Contractor fails to release and discharge any claim of lien of others against the Lands and HRSB property within FOUR (4) business days of receiving notice from HRSB, HRSB may at its option discharge or release the claim of lien, or otherwise deal with the lien claimant, and Contractor shall be liable to and shall pay HRSB any and all costs and expenses of HRSB in doing so, including all reasonable legal fees and expenses. Notwithstanding the foregoing, for the purpose of enforcing the terms of this Agreement, HRSB may apply for the following liens and rights when circumstances deem it necessary:

if the Contractor contracts for one or more jobs with HRSB, the HRSB shall have a lien on the Contract Price and extras on that job as well as on their other jobs with the HRSB;

the HRSB shall have a lien on the Contractor's equipment or supplies on any job; and

in the case of Contractor, without sufficient cause (in the opinion of the HRSB), suspending work on any job which continues for more than two (2) days, HRSB may take possession of any materials delivered to or for the Contractor on such job and use same, giving the Contractor credit for its value at not more than cost thereof to the Contractor, against any liability of the Contractor to the HRSB and may use any of the Contractor's equipment that was in use on any of the HRSB's premises until the completion of the unfinished work.



**Tax:** Contractor shall comply with all applicable tax laws, including but not limited to laws relating to: (i) the collection and remittance of HST; and (ii) the withholding of applicable taxes from those of its employees performing work under this Agreement. Contractor shall be liable for and shall indemnify HRSB in respect of any claims, penalties, interest or costs made or assessed against HRSB arising from Contractor's non-compliance with tax laws.

**Audit:** Contractor shall keep and maintain true and correct books, records and accounts with respect to the Services and any materials supplied in relation to the Services, along with invoices and monthly summaries, for a period of seven (7) years after Contractor ceases to provide the Services. Contractor shall, upon request of HRSB, make available and permit HRSB during such period to inspect, make copies of, and audit all such records. If there is any revision to charges as a result of an audit, within thirty (30) days of the audit Contractor shall pay to HRSB the full amount of any credit or HRSB shall pay to Contractor the full amount of any shortfall, as the case may be. The provisions of this Section shall survive the termination of this Agreement.

### **DUTIES OF THE CONTRACTOR**

**Sub-Contractors:** Contractor shall not subcontract the whole or any part of the Services without first receiving the written consent of HRSB, which consent may be withheld in HRSB's sole discretion. Where such consent is granted, Contractor shall not be released or relieved from any obligations or liabilities of Contractor under this Agreement nor shall HRSB be prevented from pursuing any legal or equitable remedies it may be entitled to against Contractor. Contractor shall remain liable and responsible to HRSB for the actions and omissions of any subcontractor and shall ensure that any subcontractor strictly adheres to all terms of this Agreement, including any safety requirements referred to in this Agreement. When requested by HRSB, Contractor shall provide HRSB with all details concerning any and all subcontracted work.

**Site Representative and Instructions:** The Contractor shall identify in the Undertaking to Comply attached in Appendix "D" to this Agreement, a job site representative to act on the Contractor's behalf. This representative shall have the authority to represent the Contractor with relation to taking instruction on behalf of Contractor and entering agreements or taking such other actions on matters related to this Agreement. HRSB shall identify in Appendix "C" Description of Services, or through subsequent notice to Contractor, its project manager, who has the authority to represent HRSB and instruct Contractor on matters related to this Agreement. If the Contractor representative is not on the job site at the time of a visit by HRSB's project manager, the orders of the HRSB project manager to any worker present shall be carried out. Contractor shall not seek direction from any person on matters related to this Agreement, other than from the HRSB project manager.

### **DELAYS**

**Delays:** If the Contractor is delayed in the performance of the Services, and such delay is outside the Contractor's direct control, then the schedule to perform the Services may be extended for such reasonable time as the HRSB may decide in consultation with the Contractor. No such extension shall operate to extend the Term of this Agreement. Weather is not considered a reason for delay. No extension shall be made for delay unless written notice of delay is given to the HRSB not later than two (2) working days after the commencement of delay, providing however, that in the case of

a continuing cause of delay only one notice of claim shall be necessary, and for only such period as approved by HRSB in writing, in its discretion.

**Delay by HRSB:** The HRSB will not, except by written notice to the Contractor, stop or delay the Services as a result of pending instructions or proposed changes in the Services.

**Adherence to Schedule:** If the Contractor is delayed in the performance of the Services by any cause within the Contractor's control, the Contractor shall at no cost to the HRSB take effective action to restore the Services to the original time schedule for their completion, whether or not such schedule is appended to this Agreement.

### CHANGES IN THE WORK

**Change Orders:** The HRSB, without invalidating this Agreement, may make changes in the Services with the Contract Price and Term being adjusted accordingly, by written notice of change (a "Change Order"). No changes in the Services shall proceed without a Change Order signed by the HRSB and no claim for a change in the Contract Price or change in the Term shall be valid unless so ordered and at the same time valued by the Contractor as provided in Section 5.2.

**Change Approvals:** When a change in the Services is proposed or required, the Contractor shall present to the HRSB for its approval the value of the change whether an extra charge or a credit. Changes submitted for approval are to be accompanied by a detailed breakdown of labour and materials, to which shall be added supervision, overhead and profit charges. Change charges submitted shall be calculated in the following manner:

for work done by the Contractor, add to the net direct cost not more than ten (10%) percent for overhead, profit, supervision and bonding costs; and

for work done by any subcontractor, add to the net direct cost, not more than FIVE (5%) percent for overhead and profit payable to the subcontractor, and add not more than FIVE (5%) percent to the subcontractor's amount for supervision of the subcontractor by the Contractor and for bonding costs.

The HRSB will satisfy itself as to the correctness of such claim and, when approved by the HRSB, a Change Order shall be issued to the Contractor amending the Contract Price and Term as appropriate.

### DEFECTIVE WORK & DISMISSAL OF WORKERS

**Defective Work:** Defective work is work that has been rejected by the HRSB as failing to conform to this Agreement. Contractor shall promptly correct defective work, as required to conform to this Agreement, with no change in Contract Price. If, in the HRSB's opinion, it is not expedient to correct defective work, the HRSB may deduct from the Contract Price the difference in value between the Services as performed and that required by this Agreement, the amount of which will be reasonably determined by the HRSB.

**Dismissal of Workers:** The Contractor shall, on the request of the HRSB, immediately dismiss from the job any person employed by the Contractor who may, in the opinion of the HRSB, be

incompetent or for misconduct, and such persons shall not again be employed on the job without the prior written permission of the HRSB. Foul language will be considered as misconduct.

## **PRODUCT OPTIONS AND SUBSTITUTIONS**

**Product Selection:** Contractor may:

for any products specified by non-proprietary specification in Appendix "C", select any product of any manufacturer which meets the requirements of this Agreement.

for products specified by proprietary specification and accompanied by words indicating that substitutions will not be accepted in Appendix "C", select any product or manufacturer named. Substitutions are not permitted; and

except where substitutions are not permitted, when a product is specified by proprietary specification, other unnamed products will be accepted, subject to such substitutions being the same generic type, and capable of performing the same functions and meeting or exceeding the standards of quality and performance, as the named product. Substitutions shall not require revisions to this Agreement or a Change Order.

**Product Substitutions:** When making a substitution, the Contractor shall represent in writing that:

Contractor has investigated substitute products and/or manufacturer and has determined that the substituted product meets the criteria specified in Section 7.1 (c);

Contractor will make any changes to the Services necessitated by the substitution as required for the Services to be complete in all respects; and

Contractor waives all claims for additional costs and time caused by substitution, which may subsequently become apparent.

## **COMPLIANCE WITH LAWS, SAFETY AND PRIME CONTRACTOR**

**Compliance with Laws:** Contractor shall comply with, and shall ensure subcontractors comply with, all applicable federal, provincial, and municipal laws, regulations and by-laws and to all other applicable orders, rules and regulations of any authority having jurisdiction respecting the Services, including without restriction all applicable environmental legislation, employment standards codes and workers' compensation legislation or equivalent legislation. CONTRACTOR SHALL FURNISH HRSB WITH WRITTEN CONFIRMATION FROM THE APPLICABLE WORKERS' COMPENSATION AUTHORITIES, OR EQUIVALENT AUTHORITIES, THAT CONTRACTOR AND ANY SUBCONTRACTORS ARE IN GOOD STANDING WITH SUCH AUTHORITIES, AND NO CONTRACTOR INVOICE SHALL BE PAYABLE UNTIL SUCH CONFIRMATION IS RECEIVED.

**Safety:** Contractor shall comply with and shall ensure all of its agents, employees and subcontractors comply with all applicable fire, safety, health, and environmental laws and regulations, including all safety, health and environmental requirements pursuant to any

government permit, license, or authorization. Contractor shall be solely responsible for ensuring the safety and health of its agents, employees and subcontractors and for ensuring that its activities do not compromise the safety of HRSB's operations.

**Occupational Health and Safety Legislation:** Contractor shall comply with all applicable provisions of the *Occupational Health and Safety Act* (Nova Scotia) (the "Act") regulations thereto.

Contractor shall execute and provide to HRSB the Undertaking to Comply Form with attached Pre-Construction Meeting Contractor Safety Checklist attached as Appendix "D". Contractor shall also supply to HRSB a Certificate of Recognition (COR) form as required under the Act and other applicable legislation.

**Designation of Prime Contractor:** The parties agree to designate in Appendix "D" that the Contractor shall be the "prime contractor" for the work site on the Lands for the purposes of the Act, during the Term, under this Agreement. The Contractor hereby agrees that:

such obligation shall extend to protect all contractors, employees, workers and persons as specified in the Act concerning the work site notwithstanding that they have been retained by HRSB after the date of execution of Appendix "D" by the Contractor; and

HRSB may in its sole discretion notify the Contractor in writing that the Contractor shall, following the date of such notice, assume the role of the "prime contractor" under the Act with respect to the work site notwithstanding that the Contractor was not so designated in Appendix "D" at the time of its execution by the Contractor, and the Contractor hereby agrees to do so.

**Responsibilities of the Prime Contractor:** Contractor shall:

direct all subcontractors, other contractors, employers, workers and any other personnel at the work site on safety related matters, to the extent required to fulfill its "prime contractor" responsibilities pursuant to the Act, regardless of:

whether or not any contractual relationship exists between the Contractor and any of these entities, or

whether or not such entities have been specifically identified in this Agreement;

ensure all obligations under the Act are strictly adhered to by all personnel;

be diligent in ensuring that its subcontracts comply with all health, safety and environmental legislation;

take appropriate disciplinary action against subcontractors who contravene health, safety or environmental legislation, which includes but is not limited to the suspending of the work performed by the subcontractors, before allowing them to continue to work on the site; and

ensure that Contractor or subcontractors never place the HRSB students, staff, volunteers or the general public at risk of injury or illness related to work conducted under this Agreement.

The HRSB shall provide Contractor, where applicable, with a list of all subcontractors under contract to the HRSB, working on the work site at the same time as Contractor, as well as their contact information. Failure by the HRSB to provide such information to Contractor shall not relieve Contractor of its obligation under this Section 8.5.

**HRSB Access:** At all times during the Term, HRSB Project Managers, agents and designates shall have the right to access, ingress and egress any work site, building or facility where Contractor performs the Services, and any part thereof, for any purpose, and neither Contractor nor its subcontractors shall refuse such access, ingress or egress whatsoever.

## TERMINATION

**Insolvency:** If the Contractor should be adjudged bankrupt, or makes a general assignment for the benefit of creditors because of insolvency or if a receiver is appointed, the HRSB may, without prejudice to any other right or remedy it may have, by giving the Contractor or receiver or trustee in bankruptcy written notice, immediately terminate this Agreement.

**Breach by Contractor:** If the Contractor should neglect to prosecute the Services properly or otherwise fail to comply with the requirements of this Agreement, the HRSB may notify the Contractor in writing that it is in default of its obligations and instruct it to correct such default within FOUR (4) business days immediately following the receipt of such notice. If the correction of the default cannot be completed in the FOUR (4) business days specified, the Contractor will be considered to be actually attempting to cure the default if it:

commences the correction of the default on a best efforts basis, in HRSB's sole opinion, within FOUR (4) business days of receiving a notice of default;

provides the HRSB with a schedule for such correction which HRSB approves by written notice to Contractor; and

completes the correction in accordance with such approved schedule and without any additional cost or delay to the HRSB.

If the Contractor fails to correct the default in the time specified or subsequently agreed upon, the HRSB, without prejudice to any other right or remedy it may have, may terminate the Contractor's right to continue with the Services in whole or in part, and/or terminate this Agreement. Such termination must be in writing to the Contractor upon thirty (30) days notice.

**Other Remedies:** If this Agreement is terminated in whole or in part by the HRSB as a result of the default of the Contractor, the HRSB shall be immediately entitled to withhold any and all further payments which may be due and owing to the Contractor, complete or hire a third party to complete the Services in a manner it determines to be expedient, or to do whatever else it deems prudent or expedient in the circumstances to complete the Services.

**Safety Default:** This Agreement may be immediately terminated by HRSB for non-compliance by Contractor of any of its obligations under Article 8 of this Agreement.

## DISPUTE RESOLUTION

**Disputes Generally:** Disputes between the Contractor and the HRSB as to the interpretation, application or administration of this Agreement or any failure to agree where agreement between the parties is called for, which are to be resolved between the parties, shall be settled by mediation and/or by arbitration.

**Use of Mediation.** Should HRSB choose to mediate a dispute:

Mediation shall take place on a confidential, without prejudice, basis with a single trained mediator who is a member of the Nova Scotia Arbitration and Mediation Society, jointly selected by the Contractor and the HRSB (the “**Mediator**”). The Mediator must be impartial and independent with no involvement in the dispute. This impartiality must be assessed by each of the parties prior to mediation. If a bias or perception of bias develops during the mediation, either party or the Mediator may terminate the mediation.

The Contractor, the HRSB and the Mediator shall agree on the fees, timing and any specific procedures and shall share the costs of mediation equally. All parties shall agree to and sign an agreement to mediate drawn up by the Mediator prior to mediation.

**10.3 Arbitration:** By written notice by one party to the other (a "Notice of Arbitration"), all disputes arising out of this Agreement, including its interpretation, must be submitted to binding arbitration in accordance with the provisions of the *Commercial Arbitration Act* (Nova Scotia), subject to the following:

- (a) The arbitration panel will consist of one arbitrator. If the parties fail to reach agreement on the selection of the arbitrator within 10 days following delivery of the Notice of Arbitration, any party may apply to The Supreme Court of Nova Scotia to appoint the arbitrator. The arbitrator will be qualified by education, training and industry experience to rule upon the particular dispute to be resolved.
- (b) The arbitrator will be instructed that time is of the essence in the arbitration proceeding and, in any event, the arbitration award must be made within 90 days of the submission of the dispute to arbitration and within 15 days of the conclusion of any hearing, or if there is no hearing, within 15 days of the delivery of written submissions.
- (c) The arbitration will take place in Halifax, Nova Scotia or such place as the parties may agree and will be conducted in the English language.
- (d) The arbitration award will be given in writing and will be final and binding on the parties. The award will give reasons and will deal with the question of costs of the arbitration and all related matters. The contractor and the HRSB shall share the costs of arbitration equally, unless otherwise determined by the Arbitrator.
- (e) The parties will keep all matters relating to the arbitration strictly confidential. The existence of the proceeding and any element of it (including any pleadings, briefs or other documents submitted or exchanged, any testimony or other oral submission in any award) will not be disclosed except to the arbitrator, the parties, their counsel and any person necessary to the conduct of the proceeding, except as may be required by law or as may be lawfully required in judicial proceedings relating to the arbitration.

## PERFORMANCE BOND

**Bond Requirement:** Contractor shall, on execution of this Agreement, provide and pay for a performance bond in the amount of fifty (50%) percent of the Contract Price and a labour and materials payment bond in the amount of fifty (50%) percent of the Contract Price issued by a bond company acceptable to the HRSB, to continue in force for one (1) year after substantial completion of the Services, covering the performance of all obligations of the Contractor and all warranties of the Contractor under this Agreement.  **Required**       **Not Required**

## WARRANTY

**Warranty:** The Contractor hereby warrants that:

it shall correct promptly, at Contractor's sole expense, defects or deficiencies in the Services as a result of workmanship or materials, which appear prior to the first (1<sup>st</sup>) anniversary of the date of completion of the Services, or such longer periods as may be specified for certain products or work in Appendix "C"; and

during the construction and warranty periods, defects or deficiencies in the Services, causing an emergency condition or the Lands or premises requiring immediate remedial/emergency repairs, outside of normal working hours, will be responded to by the HRSB's operations or maintenance staff. Costs for this emergency response will be the responsibility of the Contractor, and Contractor is hereby liable to an indemnifies HRSB for all such costs.

## CONFIDENTIALITY AND OWNERSHIP OF WORK PRODUCT

**Confidentiality:** Contractor shall:

not make use of any HRSB Confidential Information for its own personal gain or for any purpose other than is required to provide the Services;

not disclose any HRSB Confidential Information to any person except employees, consultants, subcontractors and agents who have a need to know such information consistent with the provision of the Services, but only after such person has properly assumed obligations identical in principle to those in this Section and Contractor ensures that such person at all times complies with those obligations

employ diligent efforts and exercise reasonable care to hold all HRSB Confidential Information in the strictest confidence;

not use HRSB's name for any marketing or promotional purposes and not make any public announcements or disclosure in respect of this Agreement or Contractor's relationship with HRSB without first obtaining written consent from HRSB; and

be liable to HRSB and indemnify HRSB for any breach of this Section by Contractor or its employees, consultants, subcontractors or agents.

**Terms of Agreements:** Neither party shall disclose the terms of this Agreement or amounts paid under it to any person without the other party's written consent, except to a party's employees, professional advisors and insurers who have a need to know such information, but only where the party ensures that such persons are under obligations of confidentiality identical in principle to those in this Section. HRSB shall not disclose Contractor's information respecting pricing or any information supplied by Contractor that is clearly marked "Confidential" to any person except HRSB's employees, consultants, subcontractors and agents who have a need to know such information.

**"HRSB Confidential Information"** refers to any and all information, material and data disclosed to Contractor by HRSB, or obtained by Contractor in connection with providing the Services, directly or indirectly, orally, in any written form, or in any magnetically or electronically recorded form, or by drawings or inspection of parts or equipment, and including but not limited to: (i) information, knowledge or data of an intellectual, technical, scientific, commercial or industrial nature, or of a financial, cost, pricing, or marketing nature relating to the business operations of HRSB; or (ii) any information supplied by HRSB that is clearly marked "Confidential"; but shall not include information in the public domain or information that at the time of disclosure was already known to Contractor on a non-confidential basis.

**Ownership of Work Product:** All property and intellectual property rights in all reports, designs, drawings, studies, specifications, software, materials, inventions and other work product created, produced or arising in connection with the performance of the Services, whether completed or in progress, and regardless of who was involved therewith, shall be owned exclusively by HRSB and either delivered to HRSB or made available for inspection by HRSB. HRSB's ownership of and title to the foregoing shall arise automatically upon its creation and not be subject to the payment of the Contract Price to Contractor. To the extent Contractor has any title to the foregoing, Contractor shall take and cause to be taken all necessary steps (including a waiver of any moral rights) to transfer title thereto to HRSB.

**Survival:** The provisions of this Article shall survive the expiration or termination of this Agreement.

## MISCELLANEOUS PROVISIONS

**Notices:** Communications in writing between the parties shall be considered to have been received by the addressee on the date of delivery if delivered by hand or by facsimile, or if sent by post, to have been delivered within FOUR (4) business days of the date of mailing, when addressed to the addresses in Appendix "C":

**Assignment:** This Agreement is not assignable by Contractor without the prior written consent of HRSB, which consent may be withheld arbitrarily. Any purported assignment by Contractor of any of its rights, duties, or obligations under this Agreement without HRSB's written consent, shall be voidable by HRSB at its option. Contractor shall not in any event be released from its duties and obligations under this Agreement. HRSB may assign this Agreement upon providing notice to without obtaining Contractor's consent.



**Binding Effect:** This Agreement shall be binding upon and enure to the benefit of each of HRSB and Contractor and their respective successors and permitted assigns.

**Interpretation:** In this Agreement, all references to 'dollars' or '\$' are to Canadian dollars unless stated otherwise. The insertion of headings is solely for convenience of reference and shall not affect the interpretation of any provision.

**Independent Contractor:** The parties agree that Contractor is an independent contractor, that nothing in this Agreement shall be construed as establishing or implying a relationship of master and servant between the parties, or any joint venture or partnership between the parties, and that nothing in this Agreement shall be deemed to constitute either of the parties as the agent of the other party or authorize either party to incur any expenses on behalf of the other party or to commit the other party in any way whatsoever. Contractor and its servants, agents or employees shall at no time be deemed to be servants, agents or employees of HRSB, or be deemed to be under the control or supervision of HRSB when carrying out the Services. Without the prior written consent of HRSB.

**No waiver:** No party shall be deemed to have waived the exercise of any right that it holds under this Agreement unless such waiver is made in writing. No waiver made with respect to any instance involving the exercise of any such right shall be deemed to be a waiver with respect to any other instance involving the exercise of that right or with respect to any other right.

**Governing Law:** This Agreement shall be governed by and interpreted in accordance with the laws of the Province of Nova Scotia and the laws of Canada applicable therein, excluding any conflict of laws rules that may apply therein. The parties hereby attorn to the non-exclusive jurisdiction of the courts of the Province of Nova Scotia, without prejudice to the rights of HRSB to take proceedings in any other jurisdiction. The parties hereby waive any right to a trial by jury.

**Time of the Essence:** Time shall be of the essence in this Agreement.

**Set-Off:** HRSB shall be entitled at all times to set off any amount owing from Contractor to HRSB against any amount due or owing to Contractor with respect to this Agreement.

**Entire Agreement; Invoice Terms of No Effect:** This Agreement constitutes the entire agreement of the parties concerning its subject matter and no other representation, warranties or agreements, either oral or written, shall be binding upon HRSB or Contractor. This Agreement supercedes and invalidates all prior agreements, understandings, negotiations, representations and warranties, whether oral or written, with respect thereto. The terms of this Agreement shall supersede any terms attached to Contractor's invoice, which terms shall not be applicable to this Agreement and shall not be considered to be Contractor's exceptions to the provisions of this Agreement.

**Counterparts:** The parties may execute this Agreement by facsimile or other electronic means and in separate counterparts each of which when so executed and delivered shall be an original, and all such counterparts taken together shall constitute one instrument.

## APPENDIX "B"

### RISK MANAGEMENT AND SAFETY

#### A. INDEMNIFICATION AND INSURANCE

##### 1. **Indemnity and Waiver:**

Contractor shall be liable to HRSB for and shall indemnify and save harmless HRSB from and against any and all claims, suits, demands, awards, actions, proceedings, losses, judgments, costs, damages, settlements or expenses (including legal costs on a solicitor and own client basis) suffered or incurred by HRSB that arise out of, result from, are based upon or are in any way connected with this Contract, including without limitation:

- (a) those resulting from any act or omission on the part of Contractor or its employees, agents and subcontractors;
- (b) those resulting from any action, suit or proceeding brought by any third party;
- (c) those brought in respect of personal injury (including injury resulting in death) or damage or destruction of tangible or intangible property, including HRSB's property;
- (d) those made under workers' compensation legislation;
- (e) those legal costs and fines resulting from the failure of Contractor, its employees, agents or subcontractors to comply with any applicable laws, regulations, by-laws, rules or orders of any government, authority or body having jurisdiction, whether identified in this Contract or applicable by-law;
- (f) those resulting from the release, discharge, seepage or other escape of any substance including chemicals, hazardous or toxic materials, substances, pollutants, contaminants or wastes, whether liquid, gaseous or of any other nature or for any breach of any applicable environmental legislation;
- (g) those resulting from any labourers', materialmen's, or mechanics' liens arising from or relating to the performance of the Contract;
- (h) those brought for actual, alleged, direct or contributory infringement of any patent, trade mark, copyright, trade secret or other intellectual property right, including breach of obligations of confidentiality; and
- (i) any other claims, expenses, costs, and losses suffered, incurred or sustained by HRSB.

The foregoing liability, indemnification and hold harmless provisions shall apply to anything done or not done in connection with this Contract and by whomsoever made, regardless of whether it was caused by the negligence of Contractor or otherwise.

Contractor shall make no claim or demand against HRSB for any injury (including death), claim, expense, loss or damage to property suffered or sustained by Contractor or any other person which arises out of, or is connected, with this Contract or anything done or not done as required hereunder, or any other errors or omissions of Contractor, and hereby waives as against HRSB all such claims and demands.

The foregoing indemnity and waiver given by Contractor shall not apply to the extent of HRSB's own negligence. The onus of establishing that HRSB was negligent shall be

upon Contractor. HRSB shall not be deemed to have caused or contributed thereto merely by reason of its knowledge, approval or acceptance of the materials, drawings, specifications, supplies, equipment, procedures or services of Contractor.

For the purposes of this Section, any reference to "HRSB" shall include HRSB, together with the employees, directors, officers, superintendents, trustees, representatives and agents of HRSB; and any reference to "Contractor" shall include Contractor's directors, officers, employees, affiliates, representatives, agents and subcontractors.

## 2. Insurance:

Contractor shall, at its own expense, obtain and maintain during the term of this Contract, in a form and with an insurance company satisfactory to HRSB, policies of:

- (a) Commercial General Liability insurance with a limit of not less than Two Million Dollars (\$2,000,000) for any one loss or occurrence and in the aggregate with respect to bodily injury, personal injury and property damage, including loss of use thereof, which policy shall by its wording or by endorsement:
  - (i) include HRSB, its officers, directors, employees, agents and trustees as an additional insured with respect to the obligations assumed by Contractor under this Contract;
  - (ii) provide that, in relation to the interests of each additional insured, the Insurance shall not be invalidated by an action or inaction any other person other than the respective additional insured;
  - (iii) include a "cross liability" clause which shall have the effect of insuring each entity named in the policy as an insured in the same manner and to the same extent as if a separate policy had been issued to each;
  - (iv) extend to cover blanket contractual liability, including the insurable liabilities assumed by Contractor under this Contract;
  - (v) extend to cover products and completed operations; such products and completed operations coverage, whether by specific policy endorsement respecting the services or by renewal of any annual practice policy, shall be kept in force during the supply of services and for a further period of 24 months following completion of supply of the services;
  - (vi) extend to cover non-owned auto liability coverage; and
  - (vii) not exclude any existing property of HRSB, but shall treat same as "third party property".
- (b) Employer's Liability Coverage which shall not be less than \$5,000,000 for each employee where Workers' Compensation coverage does not exist or the profession/trade has been indicated to be exempted from Workers' Compensation coverage.
- (c) Automobile public liability and property damage insurance in an amount not less than Two Million Dollars (\$2,000,000) all inclusive covering the ownership, use and operation of any motor vehicles and trailers which are owned, leased or controlled by the Contractor and used in connection with this Contract; and
- (d) Property "All Risks" insurance covering Contractor's owned property, including

Contractor's equipment, where applicable, and property of others in the care, custody, or control of Contractor or for which the Contractor has assumed liability, all including while in transit or storage, on a replacement cost basis. With respect to any property of HRSB, such policy shall contain a loss payee clause in favour of HRSB;

(collectively, the "Insurance").

Contractor shall ensure that the above Insurance policies:

- (a) are endorsed to provide HRSB with not less than thirty (30) days written notice in advance of cancellation, change or amendments restricting coverage;
- (b) do not include a deductible that exceeds such maximum amount that a reasonably prudent business person would consider reasonable; and
- (c) take the form of an occurrence basis policy and not a claims-made policy.

Contractor shall, before any services are performed, provide HRSB with a copy of the certificates of insurance and, if requested by HRSB, the insurance policies evidencing all the coverage stipulated above, and HRSB may withhold payment of any invoice until it receives evidence of such coverage. Failure for any reason to furnish this proof at any time shall be a breach of the contract, allowing the HRSB to terminate the contract or at the HRSB's option, to supply such insurance and charge the cost to Contractor. The HRSB may require Contractor to have the HRSB added as an insured party to the insurance policy and/or require Contractor to furnish a certified copy of the policy for such insurance.

Contractor shall not make or cause to be made any modification, or alteration to the Insurance, nor do or leave anything undone, which may invalidate the Insurance coverage. Contractor shall be responsible for any deductible and excluded loss under the Insurance.

Contractor shall cause all subcontractors performing services to obtain and maintain the Insurance policies required by this Section.

Contractor agrees that the insurance coverage required to be maintained by it under the provisions of this Contract shall in no manner limit or restrict its liabilities under this Contract. HRSB reserves the right to maintain the insurance in good standing at Contractor's expense and to require Contractor to obtain additional insurance where, in HRSB's reasonable opinion, the circumstances so warrant.

## **B. COMPLIANCE WITH LEGISLATION AND REGULATIONS**

### **1. Compliance**

Contractor shall comply with and shall ensure all of its agents, employees and subcontractors comply with all applicable laws and regulations, including all safety, health and environmental requirements pursuant to any government permit, license, or authorization. Contractor shall at its cost obtain all permits and licenses required by any governing authority in order to enable Contractor to provide its goods and services and otherwise perform its obligations under the Contract.

### **2. Labour Code**

Contractor shall comply with all applicable provisions of the *Labour Code* (Nova Scotia)

and the *Employment Standards Act* (Nova Scotia) and all regulations and amendments thereto.

**3. Workers' Compensation Legislation**

Contractor shall comply with the *Worker's Compensation Act* (Nova Scotia) and regulations and amendments thereto, and:

- (a) if any employees perform or assist in the performance of this Contract, the Contractor shall submit, at any time requested by the HRSB, a letter from the Workers' Compensation Board (Nova Scotia) stating that Contractor has an account in good standing with the Worker's Compensation Board;
- (b) the Contractor will make the necessary returns to the Workers' Compensation Board in accordance with government regulations and will pay all fees and contributions required in connection therewith. The cost of compensation will be included in the price payable under the Contract; and
- (c) the Contractor shall submit a clearance from the Workers' Compensation Board that all fees and contributions have been paid before final payment is made by the HRSB under the Contract.

**4. Canada Safety Council and Associated Standards**

All electrical, electronic and gas-fired equipment must bear the required approval markings, being C.S.A. approved for entirely electrical or electronic equipment and C.G.A. or C.S.A. approved for gas fired equipment. All other similar equipment approvals must also be obtained. It shall be the responsibility of the Contractor to obtain all applicable approvals, at its own expense.

**5. Nova Scotia Occupational Health and Safety Legislation**

Contractor shall comply at all times with the Nova Scotia Occupational Health and Safety Act, Regulation and Code, and its amendments thereto.

**C. SAFETY REQUIREMENTS**

**1. Safety Responsibility**

Contractor shall be solely responsible for ensuring the safety and health of its agents, employees and subcontractors and for ensuring that its activities do not compromise the safety of HRSB's operations. Contractor shall provide to its agents, employees and subcontractors, at its own expense, any and all safety gear required to protect against injuries during the performance of the services and shall ensure that its agents, employees and subcontractors are knowledgeable of and utilize safe practices in the provision of the services, such practices to be at least as stringent as those set out in HRSB's safety standards provided to Contractor from time to time.

**2. Project Site Protection and Safety**

The Contractor shall protect the HRSB's property, staff and students, the Contractor's staff and the public, from damage or injury by providing adequate precautions to make the work site a safe environment at all times. In addition to complying with any safety standards provided to the Contractor by HRSB, the Contractor shall:

- (a) provide all guards and fences and other safety equipment;

- (b) respond to reports of hazards by HRSB;
- (c) do the following when work generating vibration, noise or safety concerns (including without limitation jack hammering, shot blasting, sandblasting, concrete cutting and use of powder actuated fasteners) may affect HRSB property, staff, students or operations.
  - (i) coordinate with HRSB representatives;
  - (ii) schedule and coordinate hours of work with HRSB input; and
  - (iii) stop operations generating vibration, noise or safety concerns when instructed by HRSB.
- (d) Contractor responsible to ensure all spaces directly beneath the roof work area are protected from potential damage of dust, debris or water infiltration or any other impact resulting from the roof replacement project. Such protection shall include installation of effective cover using minimum 4 mil plastic vapour barrier sheeting over all furniture, equipment, instruction aids, floors areas and any other items underneath the work space. Contractor must remove all sheeting upon completion of work and will be responsible for costs of restoration of damages caused by process of roof project or lack of adequate protection of property.

### 3. **Hazardous Materials**

The Contractor shall:

- (a) develop and implement a written "Hazardous Materials Information" document to ensure that all persons at the work site are made aware of the existence of any hazardous materials such as asbestos, lead-based products, and PCB's;

## D. **CONTRACTOR EVALUATION**

### 1. **Audit**

The HRSB reserves the right to audit Contractors and their subcontractor's health and safety performances during the term of the Contract and upon its conclusion.

### 2. **Evaluation**

The HRSB reserves the right to evaluate the performance of the Contractor and such evaluation will be based upon accident/injury data and adherence to this Schedule "C", the HRSB health and safety policies, applicable legislation, and periodic inspections and reports from HRSB employees. Information collected as part of such evaluations may be used for future reference.

## E. **HRSB REMEDIES FOR CONTRACTOR NON-COMPLIANCE**

### 1. **Emergency Work Stoppage**

The HRSB has the authority to stop progress of the work whenever, in its opinion, such stoppage is desirable for any safety-related reason. The Contractor hereby agrees that no claim for loss of time or materials may be made with respect to such stoppage unless the

claim for the time and materials and their value are certified in writing by the HRSB as allowable.

**2. Termination for Non-Compliance**

HRSB may terminate this Contract for non-compliance with health, safety, environmental and other applicable legislation and good industry practice on the part of the Contractor or any subcontractor of the Contractor, as constituting a material breach of this Contract. In addition, the HRSB reserves the right to stop the work of the Contractor in the event of Contractor's non-compliance with applicable legislation or good industry practice. Such work stoppages shall not postpone any agreed to completion dates and any additional cost resulting from such work stoppages shall be borne by the Contractor. Work shall not resume until the Contractor rectifies the reason for non-compliance, to HRSB's satisfaction.

**3. Non-Exclusive Remedies**

Contractor acknowledges and agrees that the foregoing remedies available to HRSB are non-exclusive to, and may be exercised in conjunction with, any other rights or remedies available to HRSB, under the Contract, at law or in equity, in the event of threatened or actual breach of this Contract, including injunctive relief.

SAMPLE ONLY

**APPENDIX "C"**

**DESCRIPTION OF SERVICES**

1. **Description of Services to be performed by Contractor**, including any applicable standards of performance:

**Description of Work:**

**As per Tender #      drawings, specifications and scope of work**

2. **Municipal and Legal Description of the Lands:**

**Location of Work**

3. **Term:** completion of work by ,

4. **Invoicing:** Services are to be paid for by HRSB:

By scheduled progress payments (as agreed by both parties)

By single invoice upon project completion

5. **Holdbacks:** In compliance with "Section 13 – Holdbacks" of the *Builder's Lien Act of Nova Scotia (incl. amendments)*, a holdback in the amount of ten percent (10%) of the contract may be held up to ninety (90) days after completion of the work, to the satisfaction of the Board.

6. **HRSB Project Manager /Contractor Contact Information:**

<b>CONTRACTOR INFORMATION</b>	<b>HRSB INFORMATION</b>
Name:	HRSB Representatives:
Jurisdiction of incorporation:	Name:
Address:	Department: <b>Operations Services</b>
Attention:	Address: <b>33 Spectacle Lake Drive</b>
Telephone:	<b>Dartmouth, N.S., B3B 1X7</b>
Facsimile:	Telephone: <b>902 464-2000 Ext.</b>
E-mail:	Facsimile: <b>902-</b>
GST Registration #:	E-mail:
WCB Registration #:	

\_\_\_\_\_  
Contractor's Initials

\_\_\_\_\_  
HRSB's Initials



**Exhibit A**

**Invitation To Tender**

**PROJECT SPECIFICATIONS/DRAWINGS WERE INCLUDED IN TENDER  
DOCUMENT AND ARE CONSIDERED PART OF THIS CONTRACT EVEN THOUGH  
THEY ARE NOT ATTACHED TO THIS DOCUMENT**

**Exhibit B**

**Response to Invitation to Tender**

**A COPY OF THE SUCCESSFUL CONTRACTOR'S BID SUBMISSION IS ON FILE IN  
THE PURCHASING DEPARTMENT - TENDER #3437**



## SCHEDULE "B"

### Project Safety Plan Outline

During the planning of each project, environmental and occupational health and safety issues will be assessed like any other key project component.

Prior to beginning a new project, tendering Contractors shall examine the work area to identify potentially hazardous site specific situations.

Once identified, these hazards should be prioritized on this Hazard Assessments/Project Safety Plan Outline and corrective *actions* noted to eliminate or control each hazard. The dates of when and names of the persons who are responsible for completing the *action* should also be assigned.

Copies of the completed Safety Plan Outline shall be submitted as part of the tender document submittal, sent to the HRSB Operations Services Regional Manager, made available on the job site and communicated to the workers.

---

---

Project Name: \_\_\_\_\_

Project Location: \_\_\_\_\_

Project Start date: \_\_\_\_\_

Project End date: \_\_\_\_\_

Company Name: \_\_\_\_\_

Completed by: \_\_\_\_\_  
(Contractor's project manager)

Date: \_\_\_\_\_

Copy to: \_\_\_\_\_

**PLANNING:**

Does the Contractor's Occupational Health and Safety Program deal with the work activities associated with this project?      Yes            No     

Describe tasks to be undertaken: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**HAZARDS ASSESSMENT:**

Identify the hazards that could present themselves on this project (e.g. live electrical wires, over water, confined space, etc) and describe what steps will be taken to prevent an incident (e.g. cover up, de-energize, safe work practices, netting, etc). Prioritize from #1 as needing immediate action.

#	Hazard	Required Action	Completed by	Date
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				

**ENVIRONMENTAL ASSESSMENT:**

Identify the environmental issues that could present themselves on this project (e.g. oil spills, asbestos, etc.) and describe the action that will be taken to eliminate or reduce the risk of occurrence (e.g. mop kits, air sampling, etc.)

#	Hazard	Required Action	Completed by	Date
1				
2				
3				
4				
5				

**EMERGENCY RESPONSE:**

In the event of an incident, pre-plan the response and write up the procedures. Minimally, the following list should be completed and posted on site:

Contact	Phone #	Contact	Phone #
Fire	911	Poison Control	428-8161
Ambulance	911	Dangerous Goods	1-800-565-1633
Doctor	911	Waste Disposal	
Police	911	Insurance	
HRSB Office	493-5110	Min/Dept of Labour	1-800-952-2687
Min./Dept.of Transport.		Min/Dept of Environment	1-800-565-1633

- Identify and arrange source of first aid, ambulance and rescue.
- Accidents will be reported to: \_\_\_\_\_
- Accidents will be investigated by: \_\_\_\_\_
- Back-up call to: \_\_\_\_\_
- HRSB # emergency/after hours: day 493-5110 after 4:00 pm 442-2476

**SAFETY MEETINGS:**

On this project, given the nature of the work and the anticipated size of the work force, the following frequency will apply:

Site meetings \_\_\_\_\_

Site Audits \_\_\_\_\_

Follow up with HRSB Manager: \_\_\_\_\_

**SITE IMPLEMENTATION:**

- Health and Safety Rep & Safety Committee:  
Establish liaison between HRSB, Contractor, site administration  
First Aid, PPE, other safety items as required.
  
- Documentation:  
Applicable MSDS  
Safety program  
Applicable work procedures  
Permits  
First Aid Certification

**TRAINING:**

The following training/testing will be mandatory on site:

1) \_\_\_\_\_

\_\_\_\_\_

2) \_\_\_\_\_

\_\_\_\_\_

3) \_\_\_\_\_

\_\_\_\_\_

**TENTATIVE SCHEDULE OF WORK:**

- 1) Date Project Will Commence: \_\_\_\_\_
- 2) Number of Weeks to Complete Project: \_\_\_\_\_ weeks
- 3) Expected Completion Date: \_\_\_\_\_

***NOTE:***

***Within two weeks of tender award the successful bidder shall provide a schedule clearly indicating timelines for completion of all aspects of the project.***

## **SCHEDULE "C"**

### ***CONTRACTOR'S CHECKLIST***

Enclose the following documents with your bid:

- Bid Security as required in Clause 1.3 (e)*** in the amount of 10% of the Contract Price (before HST).
- Contract Security for bids over \$100,000 as required in Clause 1.3 (f)***. NOT REQUIRED FOR TENDER #3667
- Certificate of Insurance*** indicating a minimum of \$2,000,000 ***Commercial General Liability Insurance*** per occurrence and ***Commercial Auto Liability Insurance*** covering all owned, non-owned and hired vehicles for a minimum combined single limit of \$2,000,000 per occurrence and ***Builder's Risk Insurance*** in the amount of the contract price.
- Tentative Work Schedule (Timelines)*** – Subsequently, within three (3) business days of tender award the successful bidder shall provide a schedule clearly indicating timelines for completion of all aspects of the project.
- Workers' Compensation Board Letter*** of Good Standing
- Certificate of Recognition from one of the seven safety audit companies that jointly sign with the WCB:***
  - East Coast Mobile Medical Inc.
  - HSE Integrated
  - Nova Scotia Construction Safety Association
  - Nova Scotia Trucking Safety Association
  - Occupational Health & Educational Services (2002) Inc.
  - Safety Services Nova Scotia
  - Stantec Inc.

This list can be found on WCB's website: [www.wcb.ns.ca](http://www.wcb.ns.ca).
- Completed HRSB Safety Plan***
- Applicable Warranty Information***