



**THE CORPORATION OF THE COUNTY OF PRINCE EDWARD
REQUEST FOR TENDER**

TENDER # 2010-RPC-011

**Design / Build - Prince Edward Community Centre Ice Plant / Engine Room
Retrofit**

USE INK OR
TYPEWRITER

Name of Firm

Address

Postal Code

Telephone Number

Fax Number

Name of Person Signing for Firm

Name of Contact Person

Email Address for Contact Person

Company Web site

Closing Date March 23rd, 2010 at 11:00:00 a.m.

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Bidders: Mandatory Requirements:

Bidders who have downloaded this document from the County's website are required to register with The Corporation of the County of Prince Edward, prior to tender submission, failure to register with the County will result in your tender being rejected – no exceptions.

In order to register, please send your contact information to the following:

**Patti White, Purchasing Clerk
The Corporation of the County of Prince Edward
by email: pwhite@pecounty.on.ca or
by fax: 613-476-7622**

DEFINITIONS AND INTERPRETATIONS

1. Definitions:

Wherever a term set out below appears in the text of this TENDER in capital letters, the term shall have the meaning set out for it in this Section 1. Wherever a term below appears in the text of this TENDER in lower case, it shall be deemed to have the meaning ordinarily attributed to it in the English language.

- a) **ALTERNATIVE** means a choice of things, each being fully compliant.
- b) **BIDDER'S LIST** means a list maintained by the MUNICIPALITY containing the names of firms or individuals who have expressed an interest in receiving notice of opportunities to supply goods or services to the MUNICIPALITY from time to time.
- c) **MUNICIPALITY** means THE CORPORATION OF THE COUNTY OF PRINCE EDWARD and includes its successors and assigns.
- d) **CONTRACT** means the agreement to be entered into between the CONTRACTOR and the MUNICIPALITY with respect to the supply of the EQUIPMENT, MATERIALS AND SUPPLIES, and SERVICES. It shall be based upon this TENDER, with any agreed upon amendments, and shall also include any plans and terms of reference and will be held to cover the supply of any and all work, labour, implements, and MATERIAL that could be reasonably required to properly and satisfactorily supply the , EQUIPMENT, MATERIALS AND SUPPLIES AND/OR SERVICES.
- e) **CONTRACTOR** means the BIDDER(s) whose TENDER(s) is/are accepted and who has/have agreed to supply the EQUIPMENT, MATERIALS AND SUPPLIES AND SERVICES as described in the CONTRACT. In either case, the term extends to its legal representatives, successors and permitted assigns, agents, employees, CONTRACTOR S and CONTRACTOR S.
- f) **EQUIPMENT, MATERIALS AND SUPPLIES** means all goods, MATERIAL, articles, EQUIPMENT, software and intellectual property (or any part of them) as described in the Terms of Reference attached to this TENDER as Part C and acquired through the inclusion of such , EQUIPMENT, MATERIALS AND SUPPLIES in a schedule to the CONTRACT from time to time throughout the term of the CONTRACT.
- g) **IMPROPER** means a TENDER that is not in conformity in some manner with the requirements of this TENDER but will be reviewed by the MUNICIPALITY to determine whether it may be considered in the evaluation process, in the sole and unfettered discretion of the MUNICIPALITY.
- h) **BIDDER(S)** means all persons, partnerships or corporations who respond to this TENDER, and includes their heirs, successors, and permitted assigns.
- i) **TENDER(S)** means the BIDDER'S submission in response to this TENDER, including the terms of reference, directions, specifications, schedules and requirements, together with all documents of any description and agreements made or to be made pertaining to the method of supplying the, EQUIPMENT, MATERIALS AND SUPPLIES AND/OR SERVICES or to the quantities as shown of acceptable, MATERIAL to be furnished under the CONTRACT.
- j) **TENDER** means this Request for TENDER document, including all schedules, parts and attachments, as issued by the MUNICIPALITY, including any addenda or amendments made to it after initial use.
- k) **SERVICES** means the services as required and described in Part C, Terms of Reference, Specifications/Deliverables of this TENDER and EQUIPMENT, MATERIALS

- l) **TOTAL ACQUISITION COST** means the sum of all costs, including purchase price, all taxes, warranty, life cycle cost, operating and disposal costs.

DEFINITIONS AND INTERPRETATIONS Cont'd

2. Interpretation: The following rules of interpretation apply:

- a) Each reference to Provincial legislation in this TENDER, unless otherwise specified, is a reference to the Revised Statutes of Ontario, 1990 edition, and, in every case, includes all applicable amendments to the legislation, including successor legislation.
- b) The words "shall", and "will" used in this TENDER denote imperative.
- c) The word "and" is an inclusive conjunction, the use of which indicates that all items or phrases in the subsection, article, or list in which it appears are permitted or required, as the case may be. The word "or" is an alternate conjunction, the use of which indicates that alternate or optional items or phrases in the subsection, article or list in which it appears are permitted or required, as the case may be; however, notwithstanding the foregoing, where the context permits, the word "or" may also be an inclusive conjunction having the same meaning as the word "and".

PART A - INSTRUCTIONS TO BIDDERS

1) CONTRACT/ INTENT

The intent of this TENDER is to secure a qualified SUPPLIER/CONTRACTOR to undertake the **Design Build Prince Edward Community Centre Ice Plant Retrofit** for The Corporation of the County of Prince Edward, in accordance with the terms, conditions, terms of reference, and attachments of this TENDER. The MUNICIPALITY may or may not enter into a CONTRACT as a result of the issuance of this TENDER.

The contractor is responsible for visiting the sites and viewing the proposed work in the establishment of unit prices. All prices are to be F.O.B. Picton, Ontario.

2) TENDER DELIVERY & OPENING

- a) TENDERS made on the forms provided must be submitted in a sealed package, clearly marked and must be submitted to the following address to the attention of the following individual **prior to 11:00:00 a.m. March 23rd, 2010**. TENDERS must be time-stamped at this location to be considered. Late submissions will not be accepted and will be returned unopened without exception. The time stated on the time stamp located in the following office shall be the only recognized timepiece for the purpose of this submission.

Clerk's Department
THE CORPORATION OF THE COUNTY OF PRINCE EDWARD
332 Main Street
3rd. Floor
Picton, ON
K0K 2T0

Tender documents may be obtained from the Purchasing Department, between 8:30 a.m. and 4:30 p.m. local time Monday to Friday. If further information is required, please contact Andrew Morton at 613-476-2148 ext 425.

OWNER

Andrew Morton – Manager of Parks & Arenas
72 King Street
Picton, ON
K0K 2T0
Telephone: 613-476-2148 ext 425

A site meeting is scheduled for March 15, 2010 at 10:00 a.m. with Andrew Morton at the Prince Edward Community Centre, 375 Main Street Picton, Ontario

- b) **BIDDERS shall submit one document marked "original" and one (1) additional copy.**
- c) In the event that the TENDER is too large for an envelope, the TENDER shall be **sealed** in a carton clearly marked with the CONTRACT number and description.
- d) The use of the mail or courier services for delivery of a TENDER will be at the risk of the BIDDER. The TENDER must come into the possession of the above-mentioned representative of the MUNICIPALITY before the deadline for submission or the TENDER will be returned to the BIDDER unopened.

In the event that the TENDER is hand delivered and is received past the deadline for submission, the TENDER envelope will be time stamped and returned unopened to the deliverer immediately.

In the event that the TENDER is received by a means other than 'in person' and is received past the submission deadline, it will be time stamped and returned unopened by courier.

PART A - INSTRUCTIONS TO BIDDERS Continued

- e) Note: Since TENDERS must be submitted in a sealed envelope, submissions by facsimile or electronic delivery secure site or otherwise, are not acceptable.
- f) The MUNICIPALITY shall not be liable for any cost of preparation or presentation of TENDERS, and all TENDERS and accompanying documents submitted by the BIDDER become the property of the MUNICIPALITY and will not be returned. There will be no payment to BIDDERS for work related to and MATERIAL supplied in the preparation, presentation and evaluation of any TENDER, nor for the CONTRACT negotiations whether they are successful or unsuccessful.
- g) TENDERS will be opened at a public TENDER opening meeting 15 minutes following the deadline for submission in the Committee Room, The Corporation of the County of Prince Edward, 332 Main Street, 3rd. Floor, Picton, ON, and BIDDERS are invited to attend.
- h) When Tender are opened the total tendered prices as noted on the Form of Tender will be read aloud and recorded on the Bid Opening sheet. At that point, the tenders will be considered "As Read" and therefore not yet accepted.
- i) The MUNICIPALITY, its elected officials, employees and agents shall not be responsible for any liabilities, costs, expenses, loss or damage incurred, sustained or suffered by any BIDDER, prior or subsequent to, or by reason of the acceptance, or non-acceptance by the MUNICIPALITY of any TENDER, or by reason of any delay in the acceptance of any TENDER.

3) TENDER SUBMISSION

- a) Submission of a TENDER will constitute acceptance of all provisions contained in this TENDER on the part of all BIDDERS.
- b) When submitting a TENDER, BIDDERS must ensure that all areas of this TENDER that require information are completed and submitted in accordance with the instructions, including but not limited to a completed original Schedule of Prices. Failure to do so may result in the incomplete TENDER being rejected.
- c) All TENDERS must be made upon the Form of TENDER/Agreement to Contract attached to this TENDER as Part D.
- d) The TENDER must bear an original signature of an authorized signing officer of the BIDDER or the TENDER may be rejected. If a joint TENDER is submitted it must be signed by signing officers of each of the joint BIDDERS.
- e) TENDERS which are incomplete, conditional, illegible, or obscure or which contain reservations, erasures, alterations, or irregularities will be declared IMPROPER and may be rejected. TENDERS must be legible, written in ink, or by typewriter. TENDERS written in pencil will not be considered. In the case of an error in extending the unit prices, the unit price shall determine the quoted price.

- f) None of the conditions contained on the BIDDER'S standard or general conditions of sale shall be of any effect unless explicitly agreed to by the MUNICIPALITY and specifically referred to on the Contract.
- g) Any erasures or corrections to a TENDER must be initialled or noted by the BIDDER or the TENDER may be deemed as IMPROPER and may not be considered.

PART A - INSTRUCTIONS TO BIDDERS Continued

- h) If after reading the TENDER, your organization does not wish to submit a TENDER, **do not forward the material to another organization. Discard the material and return a completed "Notice of No TENDER" and/or return all MATERIAL immediately to the MUNICIPALITY.**
- i) Failure to submit a TENDER or to return the "Notice of No Bid" on invitation will result in the removal of the BIDDER'S name from the Municipality's BIDDERS' LIST.

4) **INQUIRY**

- a) All inquiries regarding this TENDER shall be directed, in writing, to the attention of **Patti White, email pwhite@pecounty.on.ca, Fax 613-476-7622** A fax cover sheet, entitled "Questions for Clarification" is included for the BIDDER'S convenience.
- b) Any inquiries will be responded to in writing. Any clarification shall not alter the TENDER. Oral arrangements or discussions cannot be relied upon.
- c) If during the period prior to submission of TENDERS, the MUNICIPALITY determines, in its sole and unfettered discretion, that part of the TENDER requires formal amendment or clarification, written addenda to this TENDER will be produced and distributed to all known BIDDERS. In that case, the TENDERS shall identify the addenda and indicate how they respond to them.
- d) BIDDERS attempting to contact MUNICIPALITY staff or elected officials other than the contact indicated in this TENDER in subsection a) above, for whatever reason, during the TENDER or evaluation process are advised that such action may result in their disqualification from the process and removal of their name from the BIDDER'S LIST. If consultation is deemed to be necessary by the MUNICIPALITY, a pre-TENDER meeting of all BIDDERS and MUNICIPALITY staff will be arranged at a location of the MUNICIPALITIES choosing. The MUNICIPALITY reserves the right to change the deadline for submission, if necessary, to accommodate such a meeting.
- e) No officer, agent or employee of the MUNICIPALITY is authorized to verbally alter any portion of this TENDER. During the period prior to submission of TENDERS, any clarification will be issued in the form of written addenda. The BIDDER shall list and attach any addenda that were considered when the TENDER was prepared. Failure to execute and return any and all addenda issued by the MUNICIPALITY will result in the TENDER being deemed as IMPROPER.

- f) Although The Corporation of the County of Prince Edward will make every reasonable effort to ensure a BIDDER receives all addenda issued, it is the BIDDER'S ultimate responsibility to ensure all addenda have been received.
- g) All references to BIDDER shall include all staff from the proposing organization as well as all CONTRACTOR S and SUB-CONTRACTORS that the proposing organization may hire to supply the EQUIPMENT, MATERIALS AND SUPPLIES AND/OR SERVICES.

5) TENDER CONTENT

TENDERS will be evaluated and deemed complete if they include:

- a) A completed and executed Form of TENDER - Agreement to Contract and Schedule of Prices, attached to this TENDER as Part D.
- b) Reference list, attached to this TENDER as Part D. BIDDERS must provide three appropriate references of a similar size and nature, including contact names and telephone numbers as well as their experience with government bodies.
- c) List of sub-contractors to be utilized;
- d) Sufficient Bid deposit.
- e) Agreement to Bond
- f) Schedule of Construction

6) REQUIREMENTS AT TIME OF EXECUTION

Subject to an award of the TENDER by The Corporation of the County of Prince Edward, the Bidder is required to submit the following documentation in a form satisfactory to The Corporation of the County of Prince Edward for execution within ten (10) days after being notified in writing to do so by The Corporation of the County of Prince Edward:

- a) Certificate of Clearance from Workers Compensation Board;
- b) Evidence of General Liability, automobile, equipment, public liability and property damage insurance; in the amount of 2 million dollars showing the **County of Prince Edward as additional insured.**
- c) Signed Service Contract.
- d) A Material Bond for 50% and a Performance Bond for 100% of the Total Contract

7) BONDING REQUIREMENTS

- a) Each tender must be accompanied by an Agreement to Bond Commitment Form(s) in its original form, either on the bidder's Bonding Company form, or on the form included in the Tender Documents. Reproductions and copies will not be accepted.
- b) Upon award of this Contract, and prior to signing of Contract documents, the successful bidder shall deposit with the Designated Official, the following documents;
- i) Performance Bond for 100% of the tender.
 - ii) 50% Labour and Materials Bond.

OR

- iii) 100% of the amount of Tender in cash or acceptable collateral (i.e. cash equivalent or Letter of credit), issued by an approved Financial Institution as stipulated by the Municipality.

Any costs associated with these items are the responsibility and cost of the bidder.

Bonds will be issued by reputable Bonding Companies, licensed to carry on business in Ontario. All Bonds may be subject to the approval of the Town Solicitor. Bonds shall be irrevocable and open for acceptance for 60 days from date of closing. These bonds shall guarantee all conditions as set out in the Contract, including not only all matters pertaining to the proper execution of the work, but also all matters for which the Contract is responsible throughout the one year period of maintenance and warranty.

If any of the TENDER and deposit requirements have not been met, the TENDER will be rejected.

PART B – STANDARD TERMS AND CONDITIONS

1) INTENT

- a) The intent of this TENDER is to secure a ENGINEER/CONTRACTOR for the construction and protection, as needed, for Ice Plant Design / Build services for the County of Prince Edward and for other organizations as the Corporation of the County of Prince Edwards so directs.
- b) The supply of all materials and application(s) for the Construction of the iceplant as detailed herein, as specified in this tender.
- c) Unit prices shall be inclusive of all costs to design, supply and construct the ice plant replacement equipment as specified in this tender in full conformity with the specifications and information to bidders attached hereto, all duty, exchange, freight, transportation or other charges fully paid for the prices shown hereunder.

2) ACCEPTANCE

- a) As soon as practicable after opening the TENDERS, the MUNICIPALITY will endeavour to act upon them. The acceptance of a TENDER will be notice in writing signed by a duly authorized representative of the MUNICIPALITY, and no other act of the MUNICIPALITY shall constitute the acceptance of a TENDER. Acceptance of a TENDER by the MUNICIPALITY shall bind the CONTRACTOR to execute the CONTRACT.
- b) The CONTRACT shall consist of and have priority in the following order:
 - i) the TENDER;
 - ii) the CONTRACTOR'S TENDER.
 - iii) And The Service Contract;
- c) The above mentioned documents will be interpreted in precedential order as they are named above regardless of the chronological order in which they are issued or executed. This means, in effect, that if there is a discrepancy between a term in the MUNICIPALITIES Contract for Services and a term in the chosen TENDER, the term in the Contract for Services prevail to the extent of the discrepancy.

The MUNICIPALITY may accept a TENDER in whole or in part, whether the TOTAL ACQUISITION COST be the lowest or not, and may reject any or all TENDERS. There shall be no requirement of this TENDER, implied or otherwise, that the TENDER representing the lowest TOTAL ACQUISITION COST will be selected or preferred. The TENDER process is used as a means of evaluating a number of criteria (one of which is TOTAL ACQUISITION COST). BIDDERS must submit their TENDERS in accordance with all items identified in Part A of this TENDER.

The MUNICIPALITY reserves the right to award by items, groups of items, parts of items or parts of groups of items, or all items of the TENDER, and to award

CONTRACTS to one or more BIDDERS; to accept or reject any TENDER in whole or in part; to waive irregularities interests of the MUNICIPALITY will be served. No liability shall accrue to the MUNICIPALITY for its decision in this regard.

Should the MUNICIPALITY receive only one (1) TENDER on commodities/services that have a known multiple source potential, the right is reserved to recall or cancel the competition.

All TENDERS shall be irrevocable for one hundred and twenty (120) days following the deadline for submission to allow sufficient time for evaluation of the TENDERS and for the investigation of the BIDDERS.

- d) Upon acceptance of a TENDER, (or any part of it), by the MUNICIPALITY, the successful BIDDER shall, if requested by the MUNICIPALITY so to do, execute and enter into an additional formal contract that is satisfactory to the MUNICIPALITY, to properly secure the CONTRACT resulting from the acceptance of a TENDER (or any part of it) and to embody indemnity and related provisions that in the opinion of the MUNICIPALITY are required to protect the MUNICIPALITY. If at any time the MUNICIPALITY, in its sole and unfettered discretion, decides that satisfactory terms and conditions cannot be realized with a successful BIDDER, the MUNICIPALITY reserves the right to enter into negotiations and finalize a CONTRACT with an alternative BIDDER or revise and reissue this TENDER or cancel this TENDER. If the MUNICIPALITY exercises such right, the successful BIDDER has no legal claim or recourse against the MUNICIPALITY, its elected officials, employees and agents for any expenses, costs, loss or damages incurred or suffered.
- e) Any notice that the MUNICIPALITY may be required or desire to give to the BIDDER shall for all purposes be deemed to have been sufficiently and properly given if forwarded by registered mail or courier and addressed to the BIDDER at the address shown for the BIDDER on its TENDER. It shall be presumed to have been received by the BIDDER on the third day following the registration or the day following registration with the courier.
- f) No TENDER shall be accepted from any person or BIDDER who, has a claim or has instituted a legal proceeding against the MUNICIPALITY or against whom the MUNICIPALITY has a claim or has instituted a legal proceeding, without the prior approval of the MUNICIPAL Council. This applies whether the legal proceeding is related or unrelated to the subject matter of this TENDER.
- g) The Municipality reserves the right to reject all TENDERS or to select a TENDER other than the TENDER having the lowest price. In making a decision as to which TENDERS to accept, the County reserves the right to consider, some or all of the following factors:
 - (1) the general reputation of the CONTRACTOR;
 - (2) any prior experience the County has had with the CONTRACTOR;
 - (3) the financial status and strength of the CONTRACTOR;
 - (4) the previous experience of the CONTRACTOR in this area;
 - (5) any previous experience between the CONTRACTOR and other

- (6) the proposed schedule of the CONTRACTOR;
 - (7) the Owner's determination of the ability of the CONTRACTOR to deliver the work to quality and standards required and within the time frames and in the quantities;
 - (8) any other factors that the Owner believes reasonably impact on the contract and the ability to complete the contract to the full satisfaction of the Owner.
- l) The Owner reserves the right to consider each of the factors, and to assign different weights to each of the factors based on the information received by it from each and every CONTRACTOR, from its own staff, and from outside sources, as these factors may impact on the benefit the Owner receives from this contract.

PART B – STANDARD TERMS AND CONDITIONS Continued

3) PURCHASING BY-LAW

- a) TENDERS will be called, received, evaluated, accepted, and processed in accordance with the MUNICIPALITIES Purchasing By-law and Procedures (copy available upon request). By submitting a TENDER each BIDDER agrees to be bound by the terms and conditions of that By-law and those Procedures and any amendments to them, as fully as if it were reproduced and attached to this TENDER. A copy of The Corporation of the County of Prince Edward's Purchasing by-Law can be retrieved from the County's web-site: www.pecounty.on.ca
- b) No verbal arrangement or agreement, relating to the SERVICES specified or called for under this TENDER, will be considered binding, and every notice, advice or other communication, pertaining to it, must be in writing and signed by a duly authorized person.

4) BIDDER ELIGIBILITY

- a) BIDDERS must meet the MUNICIPALITIES requirements for experience. The MUNICIPALITY will disqualify any BIDDER who cannot provide the following, when requested by the MUNICIPALITY:
 - i. proof that they have previously held and satisfactorily completed a contract of the size and type being proposed; or
 - ii. proof of employment in the type of service being proposed and written references as to their satisfactory performance; or
 - iii. adequately demonstrate that they have the ability to provide the necessary expertise and resources to satisfactorily complete the CONTRACT;

- iv. evidence of sufficient general liability and up-to-date clearance issued by the W.S.I.B. (Workers Safety Insurance Board).
- b) The MUNICIPALITY reserves the right to investigate and evaluate the experience, capability, registration and financial position of any BIDDER prior to an award of a CONTRACT. The MUNICIPALITY reserves the right to reject any BIDDER OR TENDER based on the information obtained.
- c) This TENDER is made by the BIDDER without any connection, knowledge, comparison of figures or arrangement with any other person or persons making a TENDER for the same SERVICES, and is in all respects fair and without collusion or fraud.

5) ASSIGNMENT

- a) The CONTRACTOR shall not assign the CONTRACT (or any portion of it) without the prior written consent of the MUNICIPALITY.
- b) It is understood and agreed that the BIDDER will be an independent CONTRACTOR and that all services will be performed by the employees or agents of the CONTRACTOR. Sub-contracting agreements made by the CONTRACTOR will not release the CONTRACTOR from any obligation to the MUNICIPALITY with respect to the performance of the CONTRACT. Joint or consortium TENDERS must have one prime CONTRACTOR who will be responsible for overall project success, provide one point of contact and a single billing point. The MUNICIPALITY shall not be responsible for payment to the CONTRACTOR 'S partners, SUB-CONTRACTOR or CONTRACTOR S in the event the prime CONTRACTOR defaults on its responsibilities. The prime CONTRACTOR must communicate such to its partners, SUB-CONTRACTORS and CONTRACTOR S. The prime CONTRACTOR must also provide the MUNICIPALITY with a written statement outlining function components that the sub-CONTRACTOR (s) will be offering. The MUNICIPALITY must grant prior written approval, in its sole and unfettered discretion, for any assignment and all SUB-CONTRACTORS.

6) INDEMNIFICATION

- a) The CONTRACTOR agrees that it will continuously save, keep harmless and fully indemnify the MUNICIPALITY, its elected officials, employees and agents and its successors and assigns, from and against all actions, claims, and demands whatsoever which may be brought against or made upon the MUNICIPALITY and the CONTRACTOR also agrees that it will continuously save, keep harmless and fully indemnify the MUNICIPALITY, its elected officials, employees and agents and its successors and assigns, against all types of losses, liabilities, claims, costs or expenses which the MUNICIPALITY may incur resulting from or arising out of the CONTRACTOR 'S failure to exercise reasonable care, skill or diligence in their performance or rendering of any EQUIPMENT, MATERIALS AND SUPPLIES AND/OR SERVICES to be performed or rendered by the CONTRACTOR , pursuant to the CONTRACT.

- b) The CONTRACTOR shall indemnify the MUNICIPALITY from all claims arising out of unpaid accounts relating to the CONTRACT. The MUNICIPALITY shall have the right at any time to require satisfactory evidence that the SERVICES AND EQUIPMENT (or any part of it) in respect of which any payment has been made or is to be made by the MUNICIPALITY is free of and clear of construction or other liens, attachments, claims, and demands, charges or other encumbrances.

7) QUANTITIES

- a) Unless otherwise specified in this TENDER, quantities shown are approximate and furnished without liability on behalf of the MUNICIPALITY. They are supplied as a basis for comparison only.
- b) Unless otherwise stated, payment will be by the unit complete at the TENDER price on the actual quantities deemed acceptable by the MUNICIPALITY.

8) TERMS OF PAYMENT

- a) Unless alternate payment terms are specified in the SPECIFICATIONS attached to this TENDER as Part C, the MUNICIPALITY will accept billing for 100 percent of the actual value of each element of the SERVICES performed in each month and accepted by the MUNICIPALITY. Invoices will be payable by the MUNICIPALITY 30 days after they are received. Where required by the Construction Lien Act, appropriate monies may be held back until 45 days after successful provision of the MATERIAL or completion of the SERVICES, as the case may be.
- b) Payments made by the MUNICIPALITY, including final payment, shall not relieve the CONTRACTOR from its obligations or liabilities under the CONTRACT.
- c) Acceptance by the CONTRACTOR of the final payment shall constitute a waiver of claims by the CONTRACTOR against the MUNICIPALITY, except those previously made in writing in accordance with the CONTRACT and still unsettled.
- d) The MUNICIPALITY shall have the right to withhold from any sum otherwise payable to the CONTRACTOR any amount sufficient to remedy any defect or deficiency in the SERVICES, MATERIALS/SUPPLIES OR APPLICATION OF MATERIALS/SUPPLIES OR SERVICES, pending correction of the deficiencies or any amount sufficient to satisfy any claim the MUNICIPALITY has against the CONTRACTOR resulting from a previous CONTRACT, a legal proceeding or unpaid accounts, including property or business taxes.

9) CHANGES IN THE EQUIPMENT, MATERIALS AND SUPPLIES AND/OR SERVICES

The MUNICIPALITY may, without invalidating the CONTRACT, direct the CONTRACTOR to make changes to the EQUIPMENT, MATERIALS, SUPPLIES AND/OR SERVICES. When a change causes an increase or decrease in the EQUIPMENT, MATERIALS AND SUPPLIES AND/OR SERVICES, the CONTRACT price

shall be increased or decreased by the applicable unit price, or in the absence of applicable unit prices, by an amount to be agreed upon in writing between the MUNICIPALITY and CONTRACTOR. All changes must be in writing.

10) NON-PERFORMANCE

- a) The MUNICIPALITY reserves the right to determine, in its sole and unfettered discretion, non-performance of the CONTRACT, including the level of quality of EQUIPMENT; MATERIALS AND SUPPLIES AND/OR SERVICES provided and further reserves the right to cancel any or all of the CONTRACT if the CONTRACTOR fails to correct deficiencies upon thirty (30) days written notice. The MUNICIPALITIES evaluation and determination in this regard shall be final and not reviewable by any court or tribunal.
- b) In the event that the CONTRACTOR fails or neglects to comply with any condition set out in the CONTRACT, the CONTRACT may be unconditionally cancelled by the MUNICIPALITY without notice.
- c) The MUNICIPALITY reserves the right to remove from the BIDDERS' LIST (disqualify), for an indeterminate period (minimum two (2) years), the name of any BIDDER for breach of the terms and conditions of this TENDER or for unsatisfactory performance of the CONTRACT. This disqualification will apply to the terminated CONTRACTOR as the Bidder or BIDDER on future quotations TENDERS or requests for TENDER or as a sub-trade to a Bidder or BIDDER on future competitions (quotations, PROPOSALS, or TENDERS) issued by the MUNICIPALITY. The MUNICIPALITY also reserves the right to publish the names of all disqualified CONTRACTOR S in any future quotation, TENDER or requests for PROPOSAL.

11. PRICING (TERM OF AGREEMENT)

- a) Prices proposed must include all incidental costs and the BIDDER must be satisfied as to the full requirements of the TENDER. No claims for EXTRA WORK, EXTRA SUPPLIES, EXTRA EQUIPMENT, EXTRA MATERIALS or EXTRA SERVICES will be entertained and any additional EQUIPMENT, MATERIALS AND SUPPLIES AND/OR SERVICES must be authorized in writing prior to commencement. Should the BIDDER require more information or clarification on any point, it must be obtained prior to the submission of the TENDER.
- b) Should any additional or any variation of any tax or duty, imposed by the Government of Canada or Province of Ontario become directly applicable to any EQUIPMENT, MATERIALS AND SUPPLIES AND/OR SERVICES, prior to delivery or completion of the EQUIPMENT, MATERIALS AND SUPPLIES AND/OR SERVICES, the appropriate increase or decrease in the price of the EQUIPMENT, MATERIALS AND SUPPLIES AND/OR SERVICES, shall be made to compensate for the change as of the effective date.
- c) All bids must be in Canadian funds and shall include current applicable customs duty, excise tax, freight, insurance and all other charges of every kind attributable to the SUPPLIES, MATERIALS or SERVICES save and except the Goods and

All
applicable PST, GST and HST taxes are to be included in the total price and detailed where requested.

- d) The unit price prevails in cases of discrepancies between unit prices and extensions. The MUNICIPALITY will make all necessary corrections to any TENDER that is in error through addition or extension; the corrected value prevailing, and all BIDDERS shall be bound by such corrections.

12) UNIT PRICES

Bid prices shall be F.O.B. PICTON delivered, SUPPLIED or as indicted on the Tender Pricing Form D. Unit prices shall be firm and shall include all federal excise tax, duty, freight and shall be subject to applicable Goods and Services Tax and Provincial Sales Tax. Applicable taxes shall be shown separately in the spaces provided on the TENDER form.

13) DISCLOSURE

- a) Submissions of TENDERS as a result of this TENDER are in accordance with the *Municipal Freedom of Information and Protection of Privacy Act (MFIPPA)*.
- b) Release of information contained in the TENDER may be requested by anyone under the *MFIPPA* unless they contain either a trade secret or information that if disclosed would result in harm to the BIDDER. This would include scientific, technical, financial or labour relations information.

14) WITHDRAWAL OR QUALIFYING OF TENDERS

- a) If, after submission of a TENDER, a BIDDER receives an addenda issued by the MUNICIPALITY, AND the addenda content does NOT alter the original submission of that TENDER, the BIDDER shall sign the addenda and deliver it to the CLERK'S DEPARTMENT. The addenda shall be in a sealed envelope, which clearly identifies the contents of it.
- b) The envelope shall include the following information: BIDDER'S name (or company name under which the original TENDER was submitted), the appropriate competition document reference and the addenda number.
- c) If after submission of a TENDER, a BIDDER receives an addenda issued by the MUNICIPALITY, and the information contained in the addenda DOES alter the original submission of the BIDDER, the BIDDER shall 'withdraw' its previous submission in accordance with the withdrawal procedures outline below.
- d) A BIDDER who has submitted a TENDER may request that its TENDER be withdrawn. (Adjustments or corrections to a TENDER submitted will not be allowed). The withdrawal shall be allowed if the request is made before the deadline for submission. Withdrawal requests must be directed to the MUNICIPALITIES CLERK'S DEPARTMENT by letter, fax, email or in person.

15) CONTRACT CANCELLATION

- a) The MUNICIPALITY shall have the right to cancel any uncompleted or unperformed portion of the EQUIPMENT, MATERIALS AND SUPPLIES AND/OR SERVICES or part of them. In the event of such cancellation, the MUNICIPALITY and the CONTRACTOR shall negotiate a settlement.
- b) The MUNICIPALITY shall not be liable to the CONTRACTOR for loss of anticipated profit on the cancelled portion or portions of the CONTRACT. In the event that the CONTRACTOR fails or neglects to comply with any condition outlined in the CONTRACT, the CONTRACT may be unconditionally cancelled by the MUNICIPALITY without notice.

16) LAWS AND REGULATIONS

The CONTRACTOR shall comply with relevant federal, provincial and municipal statutes, regulations and by-laws pertaining to the CONTRACT and its performance. The CONTRACTOR shall be responsible for ensuring similar compliance by its CONTRACTORS and SUB-CONTRACTORS. The CONTRACT shall be governed and interpreted in accordance with the laws of the Province of Ontario.

17) DEFAULT BY CONTRACTOR

- a) If the CONTRACTOR : commits any act of bankruptcy; or if a receiver is appointed on account of its insolvency or in respect of any of its property; or if the CONTRACTOR makes a general assignment for the benefit of its creditors; then, in any such case, the MUNICIPALITY may, without notice, terminate the CONTRACT.
- b) If the CONTRACTOR : fails to comply with any request, instruction or order of the MUNICIPALITY; or fails to pay its account; or fails to comply with or persistently disregard statutes, regulations, by-laws or directives of relevant authorities related to the EQUIPMENT, MATERIALS AND SUPPLIES AND/OR SERVICES; or fails to prosecute the EQUIPMENT, MATERIALS AND SUPPLIES AND/OR SERVICES with skill and diligence; or purports to assign or sublet the CONTRACT or a portion of it without the MUNICIPALITIES written consent; or refuses to correct defective EQUIPMENT, MATERIALS AND SUPPLIES AND/OR SERVICES; or is otherwise in default in carrying out its part of any of the terms, conditions and obligations of the CONTRACT; then, in any such case, the MUNICIPALITY may, upon expiration of ten days from the date of written notice to the CONTRACTOR , terminate the CONTRACT.
- c) Any termination of the CONTRACT by the MUNICIPALITY, as mentioned in b) above shall be without prejudice to any other rights or remedies the MUNICIPALITY may have.
- d) If the MUNICIPALITY terminates the CONTRACT, it is entitled to:

- i) withhold any further payment to the CONTRACTOR until the completion of the , MATERIAL or SERVICES and the expiry of all obligations under the CONTRACT; and
- ii) recover from the CONTRACTOR any loss, damage and expense incurred by the MUNICIPALITY by reason of the CONTRACTOR 'S default (which may be deducted from any monies due or becoming due to the CONTRACTOR).

18) SAMPLES

Samples when required must be submitted strictly in accordance with the instructions. If samples are requested after opening of TENDERS, they shall be delivered within three (3) working days following request, unless additional time is granted. Samples must be submitted free of charge and will be returned at the BIDDER'S expense, if so requested, provided they have not been destroyed by tests, or provided they are not required for comparison purposes.

The acceptance of samples by the MUNICIPALITY shall be at its sole discretion and any such acceptance shall in no way be construed to imply relief of the CONTRACTOR from its obligations under the CONTRACT.

19) DECLARATIONS

- a) I/We declare that no person, firm or corporation other than the one whose signature or the signature of whose proper officers is or are attached to this TENDER, has any interest in this TENDER or in the CONTRACT.
- b) I/We further declare that this TENDER is made without any connection, knowledge, comparison of figures or arrangement with any other CONTRACTOR, firm or person making a similar TENDER and is in all respects fair and without collusion or fraud.
- c) I/We further declare that no MUNICIPALITY employee, or member of Council (or their families) is, or will become interested directly or indirectly as a contracting party or otherwise in or in the performance of the CONTRACT or in the supplies, work or business to which it relates or in any portion of the profits of it, or of any such supplies to be used therein or any of the monies to be derived from it.
- d) I/We further declare that the statements contained in the TENDER are in all respects true.
- e) I/We further declare that I/We have examined the locality, specifications and site(s) of the proposed DESIGN/BUILD – PRINCE EDWARD COMMUNITY CENTRE ICE PLANT/ENGINE ROOM RETROFIT Tender Requirements relating to them, prepared, submitted and rendered available on behalf of the MUNICIPALITY and are hereby acknowledged to be an integral part of the CONTRACT.
- f) I/We hereby propose and offer to enter into the CONTRACT on the terms and conditions and under the provisions set forth in the TENDER, and to accept in full payment for it the sums calculated in accordance with the actual measured quantities and unit prices attached to this TENDER.
- g) I/We agree that this TENDER is an offer which is to continue open for acceptance until the placing in the mail or delivery to the address given in this TENDER of a

20) ERRORS, OMISSIONS IN THE MUNICIPALITY DOCUMENTS

The MUNICIPALITY shall not be held liable for any errors or omissions in any part of this TENDER. While the MUNICIPALITY has used considerable effort to ensure an accurate representation of information in this TENDER, the information contained in the TENDER is supplied solely as a guideline for BIDDERS. The information is not guaranteed or warranted to be accurate by the MUNICIPALITY, nor is it necessarily comprehensive or exhaustive.

21) MULTIPLE TENDERS

Multiple TENDERS from any one BIDDER will be acceptable provided the following conditions are met:

- each TENDER must be packaged separately.
- each TENDER shall be dealt with separately and shall be subject to the requirements of the TENDER.

22) INSURANCE REQUIREMENTS AT TIME OF CONTRACT EXECUTION

(i) Workplace Safety & Insurance Board

Before the execution of the Contract, and before receiving payments, the BIDDER shall submit a declaration stating that the CONTRACTOR has paid all assessments or compensations payable and has otherwise complied with all the requirements of the Workplace Safety and Insurance Board. Prior to commencement of work the CONTRACTOR must provide: proof of a WSIB Clearance Certificate (any default in coverage will automatically terminate the working relationship between the CONTRACTOR and the County), a complete breakdown of TENDER prices for individual sub-trades and/or major portions of the work, and a schedule of work with expected completion date.

(ii) General Liability Insurance

Prior to commencement of work the CONTRACTOR must provide proof of \$2,000,000 (million) General Commercial General Liability Insurance including coverage for public liability, property damage, all his trucks, vehicles and machines; also, any vehicles or equipment hired by him, and used in connection with this work. **The Corporation of the County of Prince Edward must be shown as additional insured on the policy.**

Automobile/Equipment Insurance, the CONTRACTOR will effect at his/her own expense (including the cost of deductibles) and maintain and keep in force during the term of this agreement, automobile/equipment insurance coverage naming The Corporation of the County of Prince Edward as an insured, including a cross-liability provision in favour of The Corporation of the County of Prince Edward, against

claims for personal injury, death, property damage or loss, arising from an accident or occurrence relating to this agreement, in an amount of not less than \$2,000,000.00 in respect of each claim or occurrence. The insurance policy as required herein shall be in force during the terms of the contract.

iii) Occupational Health and Safety Act Requirements

Any bidder awarded a contract must comply with the regulations of Ontario Regulations 231/91 for Construction Projects, Part 1 Registration and Notices.

23) BID DEPOSIT

CONTRACTOR S shall submit with the Tender a Bid Deposit by way of a bid bond, certified cheque, bank draft, irrevocable letter of credit or money order, in its original form, in the amount of 10% of the total bid price including taxes, made payable to The Corporation of the County of Prince Edward. The Corporation of the County of Prince Edward reserves the right to retain the number of Bid Deposits it deems necessary until the Contract award is made. Bid deposits of all but the two (2) lowest bids will be returned by mail.

The two lowest tenders' bid deposits will be retained by The Corporation of the County of Prince Edward until the Contract has been signed by the successful bidder and the performance bond (if applicable) has been received and meets the satisfaction of The Corporation of the County of Prince Edward.

The proceeds of the bid deposit shall, upon acceptance of the Tender, constitute a deposit which shall be forfeited to the Corporation of the County of Prince Edward if the Successful Contractor fails to file, with the Corporation of the County of Prince Edward a satisfactory Performance Bond and Material/Labour Bond (if applicable) and Signed Contract.

(a) The Tender must be accompanied by a Bid Deposit by way of a bid bond, certified cheque, bank draft, irrevocable letter of credit or money certified cheque to be used as a Bid Deposit in accordance with the following:

<u>Total Amount of Bid</u>	<u>Minimum Cheque Required</u>
\$ 50,000 or less	\$ 1,000.00
\$ 50,001 to \$ 99,999.99	\$ 5,000.00
\$ 100,000 to \$ 249,999.99	\$ 10,000.00
\$ 250,000 to \$ 499,999.99	\$ 25,000.00
\$ 500,000 to \$ 999,999.99	\$ 50,000.00
\$ 1,000,000 and over	10 % of bid to maximum of \$ 100,000.00

24) AGREEMENT TO BOND AND PERFORMANCE BONDING

An agreement to bond must be enclosed with the tender documents. A completed Performance Bond for 100% of the total Contract Tender value and a Material & Labour Bond for 50% of the total contract is required within ten (10) days from the date of Acceptance of the Tender from the successful SUPPLIER/CONTRACTOR. The contractor must obtain and submit a Performance Bond signed by a Surety Company, satisfactory to the Corporation of the County of Prince Edward upon execution of the contract. A irrevocable letter of credit in the amount of 100% of the tender amount may be used in lieu of bonds.

25) BIDDER'S RESPONSIBILITY

a) Permits Licenses and Regulations

The bidder will be responsible to obtain all the necessary permits required for the replacement of the Ice Plant Retrofit.

The Bidder shall comply with the Building Code Act, 1992, all laws, by-laws, rules, regulations, and requirements relating to the work and to the preservation of public health. The Bidder shall be responsible for the safety of all workers and equipment on the site in accordance with all applicable safety legislation passed by Federal, Provincial and Local Authorities governing construction safety.

b) Limitations of Operations

The Owner may, in writing, require the bidder to cease operation on any day or days if the work is so located that the Project Coordinator deems it expedient to do so.

The Bidder shall have no claim for any delay resulting from such work stoppage and shall be granted an additional day for completion for each day work has been stopped.

c) Tender Documents and Site Examination

All bidders, before submission of their tender, shall have thoroughly examined all tender documents as well as the site of the proposed work in order to inform themselves of the conditions attending to the execution of the work.

d) Discrepancies

If a bidder finds discrepancies in or omissions from the tender document, or if he is in doubt as to their meaning, he shall notify the Project Coordinator. The designated official may then issue a written addendum. Addenda issued during the tendering period shall be taken into consideration by the Bidder in submitting his tender.

e) Liens

If any construction lien is registered or asserted in writing against the Work, or any trust fund claim or other claim under the Construction Lien Act, or any other claim in connection with the Work (other than a claim that will be paid out of insurance proceeds), is made by or to anyone, the Contractor shall cause any lien or claim to be forthwith removed and released from the title to the Work, but in any event prior to the next payment due to the Contractor. Any costs, expenses or legal fees (as between a solicitor and his or her own client) incurred by the Owner in connection with any such lien or claim shall be paid to it by the Contractor forthwith after demand by the Owner. Without limiting the above, it is agreed that the Owner may, but shall not be obliged to, pay the amount of any claim (whether or not under the Construction Lien Act) plus a reasonable allowance for costs into court, or into a lawyer's trust account, and withhold the amount so paid in from future payments falling due to the Contractor. This clause does not apply to a legitimate claim by the Contractor. The Owner will not withhold funds as set out above, or will pay any funds previously withheld, where the Contractor provides the Owner with a letter of credit or other security in form, amount and substance satisfactory to the Owner acting reasonably.

f) Accessibility

In accordance with Ontario Regulation 429/07, Accessibility Standards for Customer Service every provider of goods and services shall ensure that every person who deals with a member of the public or participates in the developing of the County's policies, practices and procedures governing the provision of goods and services to members of the public, shall be trained as follows:

1. How to interact and communicate with persons with various types of disability
2. How to interact with persons with disabilities who use assistive devices or require the assistance of a guide animal, or a support person
3. How to use equipment that is available on the premises that may help in the provision of goods or services.
4. What to do if a person with a particular type of disability is having difficulty accessing the provider's goods or services
5. Information on the policies, practices and procedures governing the provision of goods and services to people with disabilities

Contract employees, third party employees, agents and others who deal with members of the public on behalf of the County of Prince Edward must meet the requirements of Ontario Regulation 429/07 with regard to training. If a training policy is not yet in place, please go the following link, complete the training module and provide a copy of the Certificate to the County of Prince Edward.

<http://www.mcass.gov.on.ca/mcass/serve-ability/splash.html>

g) Price Component (Taxes)

- i. The Owner is subject to payment of Provincial and Federal (excise and G.S.T.) taxes imposed by the Provincial and Federal Governments. Should there be any approved variation in any tax or duty imposed by the Province of Ontario or the Government of Canada which becomes directly applicable to the goods/services and construction to be purchased or provided during the term of this contract, the Contractor and the Owner mutually agree to allow the appropriate increase or decrease in the prices as of the date they become effective. The onus is on the Contractor to bring to the Owner's attention any such changes.
- ii. The Bidder shall allow in their prices for all Sales Taxes that they may be required to pay on materials and equipment to be utilized or expended in the construction of the Works. Exception being; where the Contractor is in the position to claim for Sales Tax Rebate on the material used.
- iii. Notwithstanding subparagraphs (i) and (ii), above, the Province of Ontario has announced its intension to harmonize its current Retail Sales Tax with the Federal government's Goods and Services tax, effective July 1, 2010. The provisions providing for the transitional rules governing the implementation of this new Harmonized Sales Tax regime have not been announced at the time of this tender, nor is it expected that they will be in place by the time this contract is awarded. Accordingly, Bidders should prepare their bids as if the current tax system will be in place throughout the life of the contract on the understanding that, once the transitional provisions are available, the contract price will be adjusted, if necessary, so that the tax impact of the change is neutral to the Contractor, after taking into account the portion of the work affected by the change, any Input Credits received by the Contractor, and all other relevant factors, following the implementation of the Harmonized Sales Tax regime. In the event of any dispute between the parties concerning the necessary adjustment, the matter will be finally resolved by an independent audit firm acceptable to both parties. It is the Contractor's responsibility to obtain up-to-date directives.

PART C, TERMS OF REFERENCE, SPECIFICATIONS, DELIVERABLES

1. Location

Prince Edward Community Centre
375 Main Street
Picton Ontario
K0K 2T0

2. Project Objective

To provide design/build services to retrofit the ice plant / engine room of the Prince Edward Community Centre ice rink at the Picton Exhibition Grounds that meets all current municipal, provincial and federal laws and regulations and their referenced standards as well as the performance standards of professional associations.

3. Background

The County received funding through RINC in order to renovate the Prince Edward Community Centre in Picton. Most of the ice equipment in the engine room is at the end of its usable life and is in need of replacement. There is also a requirement to become more energy efficient and new equipment and controls will allow the County to save on operating expenses in the future

4. GENERAL REQUIREMENTS

4.1 GENERAL

- A. This specification covers the design, equipment and material supply, installation, testing, start-up and warranty of an artificial ice rink refrigeration system as outlined below.
- B. Contact the Owner's representative for clarification of the specification.
- C. Only contractors having successfully completed 10 separate rink installations in the past 5 years in Ontario shall be qualified to bid this project. The contractor shall submit to the Owner's representative, a list of references including phone numbers and contacts for review prior to the tender closing. In addition, the contractor may be required to provide an agreement to bond before starting the work. If a 100% performance bond is required, the cost of this bond will be treated as an extra to the contract.

4.2 SCOPE OF WORK

- A. This section includes all ice rink equipment work called for, or implied, by the drawings and specifications, together with all necessary incidentals, whether referred to or not, as will be required to complete the work to the

B. The ice rink refrigeration system work includes, but is not limited to the following:

1. Removal of existing refrigeration system equipment, ammonia and brine charge.
2. Re-installation of one (1) existing compressor and motor into the new refrigeration system.
3. Install new indirect ammonia / Calcium Chloride refrigeration system complete with one (1) new compressor, a shell and tube brine chiller, evaporative condenser, pumps, tanks, necessary pipe, valves and fittings.
4. Refrigeration equipment control panel with ice temperature controller.
5. Power and control wiring for all refrigeration equipment specified herein.
6. Ammonia, compressor oil, calcium chloride charges.
7. Insulation of all cold piping.
8. Piping and equipment painting.
9. Valve and pipe identification.
10. Start-up, testing and training.
11. Instruction and operating manuals and as-built drawings.
12. Warranty of installation.
13. All other mechanical, electrical and structural work required for the installation of the ice plant.

4.3 DESIGN

- A. Submit the necessary design drawings to the Owner's representative to allow co-ordination with structural, mechanical and electrical engineers.
- B. Submit the necessary plan, elevation, mechanical, electrical and detailed drawings to the General Contractor to assure conformance with specification requirements and to allow for co-ordination with other trades.
- C. Submit all equipment drawings and documentation to General Contractor for review and approval prior to fabrication.
- D. Submit ice rink refrigeration equipment operation and maintenance manuals as detailed in General Requirements section.
- E. Submit a schedule of construction that is acceptable to the County of Prince Edward

4.4 DESIGN CRITERIA

- A. Provide a complete and automatic flooded NH₃ / Calcium Chloride refrigeration system capable of producing and maintaining ice conditions under the following specified design criteria.

1. Ice Surface Size: Existing 85'-0" wide x 190'-0" long
2. Rink Duty: Community Arena
3. Rink Operating Season: Design based on 7 ½ month operating season
4. Maximum Ice Thickness: 1-1/2"
6. Ambient Design Conditions: 76°F wet bulb

4.5 REFERENCED CODES AND STANDARDS

- A. Refrigeration Contractor to comply with all codes and standards applicable to this type of work, including;
 1. CSA B52-99 Mechanical Refrigeration Code.
 2. CSA B51-03 Boiler, Pressure Vessels and Pressure Piping Code
 3. TSSA Operating Engineers Act
 4. ASME Boiler and Pressure Vessel Code, 2004 Section V111, Pressure Vessels, Div. 1
 5. Technical Standards and Safety Act, 2000 for Operating Engineers
 6. TSSA Piping System Design Registration
 7. ANSI B31.5-2001 Refrigeration Piping
 8. CSA and Local Electrical Safety Codes
 9. Ontario Occupational Health and Safety Act for Industrial Establishments
 10. WCB Regulations

4.6 CO-ORDINATION WITH OTHER DIVISIONS

- A. The ice rink refrigeration contractor shall co-ordinate all phases of the above scope of work with the general contractor, mechanical contractors (Division 15) and electrical contractor (Division 16) including related work as listed in item 4.7. These contractors will be provided by the Refrigeration Contractor cost to be included in total bid.

4.7 RELATED WORK SUPPLIED AND INSTALLED BY OTHER SUB-CONTRACTORS TO THE PROPONENT

- A. General;
 1. Cutting, patching, sleeving, sealing and fireproofing of floor, wall and ceiling openings for all refrigeration system piping and electrical conduits.
 2. All concrete saw cutting of existing floors, excavation, trenching, backfilling and compaction required for installation of buried glycol piping and rink distribution headers.
 3. Saw cutting and removal of existing concrete rink floor.
 4. Provide direct access through an outside wall for rigging of the refrigeration equipment into the Refrigeration Compressor Mechanical

5. Temporary lighting, heating, 120V power and water shall be provided during construction stage.
6. Permanent water supply shall be available for the rink floor piping system pressure test and concrete rink floor pour.

B. Refrigeration Compressor Room;

1. Provide a Mechanical Room constructed to Class 'T' requirements in accordance with current edition of the CSA B52 Mechanical Refrigeration Code.
2. Provide a mechanical ventilation system including an exhaust fan and fresh air make-up in the Refrigeration Compressor Room to meet the current edition of CSA B52 Mechanical Refrigeration Code and suitable for approximately 375 lbs. ammonia refrigerant.
3. Provide a non-fired heater in the Refrigeration Compressor Room to maintain minimum 65°F. Heater to include a room thermostat.
4. Form and pour concrete housekeeping pads with steel re-enforcing if required for the compressor packages, pumps and water tank. Concrete bases to be finished level.
5. 1" city water service with back flow preventer at the condenser water tank location inside the Refrigeration Compressor Room for initial system filling and condenser water makeup.
6. Modification of existing floor drains in Refrigeration Compressor Room. Overflow pipe from water tank to be run through exterior wall to un-finished grade.
7. Eyewash station and water piping.
8. 3/60/575 volt fused electrical power supply installed, wired and terminated at 200 amp. non-fused disconnect switch in the refrigeration control panel.
9. 15 amp. 1/60/120 volt fused electrical power supply installed, wired and terminated at terminal strip in ammonia leak detector panel. Provide electrical interlock to the exhaust fan control and any remote alarms.

C. Evaporative Condenser Rooftop Location;

1. Level structural steel support for evaporative condenser in a location above the refrigeration compressor room suitable to provide operation and maintenance clearances. The structural steel support shall be elevated above the finished roof to prevent snow build up on the unit.
2. Zero deflection

4.8 QUALITY ASSURANCE

- A. The refrigeration contractor shall use only skilled welders, each holding a current, active certificate with TSSA.
- B. Workmanship throughout shall conform to standard of best practice, labour employed shall be competent to do the work.

- C. The refrigeration system shall be commissioned by a qualified refrigeration mechanic.
- D. The refrigeration contractor shall be able to provide warranty service work to the equipment after installation for the warranty period specified.

4.9 WARRANTY

- A. The refrigeration contractor shall warrant the material and installation specified hereunder against original defects in manufacture and workmanship for a period of one (1) year after acceptance by the Owner.

4.10 MANUALS AND AS-BUILT DRAWINGS

- A. Provide three (3) copies of operating and maintenance manuals for all ice rink equipment covered under this contract, including as-built drawings.
- B. Manuals shall be bound in 3 ring binders and contain, as a minimum, the following;
 - 1. System operation and maintenance instructions, trouble shooting guidelines and operating log.
 - 2. Safety bulletins and material safety data sheets.
 - 3. Equipment operation and maintenance instructions.
 - 4. Signed TSSA Test Data Reports
- C. As-built drawings shall contain, as a minimum, the following;
 - 1. All wiring and flow schematics.
 - 2. Refrigeration equipment layout and schedule.

5. DETAILED SYSTEM REQUIREMENTS

5.1 EQUIPMENT LIST

- A. Manufacturers and equipment specified below are for the purpose of setting a minimum standard of capacity and quality of equipment for the performance of the ice rink system.
 - 1. Refrigeration capacity 83 Tons
Saturated evap. temperature 10°F
Condensing temperature: 90°F
 - 2. Primary refrigerant: Ammonia NH₃,
 High side system DWP: 250 psig
 Low side system DWP: 250 psig
 - 3. Secondary refrigerant: Calcium Chloride - CaCl

4. Electrical supply: 3/60/575 volt Power 1/60/120 volt Control
5. New Compressor Package: One, Mycom N4WB c/w 75 hp Motor
6. Reused Compressor Package: One, Mycom N6WA c/w 60 hp Motor
7. Oil Separator: One, CIMCO DOT8 ASME Pressure Vessel DWP. 400 psig (or equivalent)
8. CaCl Chiller: One, 20' x 12' Chiller c/w 20" x 9' Surge Drum
9. Evaporative Condenser: One, Evapco LSCB 185 Forced Draft Evaporative Condenser c/w 10 hp motor (or equivalent)
10. Condenser Water Tank: One, Aco Container CT500 Polyethylene Solution Tank
11. Condenser Water Pump: One, S.A. Armstrong Series 4280-4x3x8 Motor Mount Centrifugal Pump c/w 5 hp motor, Design Flow, 245 usgpm
12. Cooling Brine Pump (GP-1): One, S.A. Armstrong Series 4030-5x10 base Mount Centrifugal Pump c/w 20 hp motor, Design Flow, 750 usgpm
13. Compressor Jacket Cooling Pump: One, S.A. Armstrong Series 4380-1.5x1.5X8 Motor Mount In-Line Centrifugal Pump c/w 1.5 hp motor Design Flow, 20 usgpm

5.2 COMPRESSOR PACKAGES

A. The new compressor (Mycom X-Change program applicable) shall be a multi-cylinder, single acting ammonia unit and shall include suction and discharge stop valves, forced feed oil lubrication, replaceable cylinder liners, mechanical shaft seal, water cooled heads and glycol cooled oil cooler mounted on a structural steel base. The new compressor shall be a Mycom N4WB, to match the existing reused compressor.

B. The existing compressor with motor, base and belt guard shall be re-used. Rotate the compressor and motor on the steel base (if required) to ensure the suction/discharge valve orientation matches the new compressor package.

C. Mount the compressor packages on 12" high angle steel stand-offs and secure to the concrete floor. Once the ammonia piping is connected to the compressor, co-ordinate with the general contractor to pour a concrete base for each package.

D. The new compressor shall have suction and discharge thermometers, a crankcase heater and an external ammonia pressure relief valve. Connect piping to the outlet of the ammonia relief valve and pipe to the ammonia relief header.

E. The compressor oil coolers, jackets and heads to be cooled by circulating a 50 % ethylene glycol solution through a separate circuit in the evap. condenser. The glycol temperature to the compressors shall be maintained by using an Amot three way thermostatic valve.

F. Compressor safety controls and oil pressure gauges will be board mounted at each compressor. A gauge board with ammonia suction and ammonia discharge pressure gauges will be mounted at the control panel. Compressor safety controls shall include:

1. Low ammonia suction pressure.
2. High ammonia discharge pressure.
3. Low lubrication oil pressure.
4. High lubrication oil temperature.

G. The total capacity of both compressors shall be 83 TR with each operating at 10°F saturated suction temperature and 90°F condensing temperature and not above 1200 rpm.

5.3 COMPRESSOR MOTORS

A. The new compressor motor shall be manufactured by WEG, or approved equal, 75 hp, 3/60/575 volt, 1800 RPM, Class B insulation, open drip proof with 1.15 SF, meeting NRCan efficiency requirements and suitable for Part-Wind starting.

B. The motor shall be mounted on adjustable slide bases for tightening belts. Belt drives shall be covered with OSHA style belt guards.

5.4 OIL SEPARATOR AND OIL RETURN SYSTEM

A. The new compressor shall have a new CIMCO DOT 8 ammonia discharge oil separator (or equivalent) piped to compressor ammonia discharge with an automatic oil return float valve connected back to the crankcase of the respective compressor.

B. The oil separator is to be constructed to ASME code requirements and have a CRN number for 400 psig design working pressure. A full size discharge line check valve and stop valve installed downstream of each separator. The oil separator shall be equipped with an ammonia pressure relief valve. Connect piping to the outlet of the ammonia relief valve and pipe to the ammonia relief header.

5.5 BRINE CHILLER

A. One (1) CIMCO (or equivalent) 20" x 12' Chiller c/w 20" x 9' Surge

- B. The brine chiller to be all carbon steel shell and tube type construction arrange for flooded NH₃ operation. Chiller to be complete with oversized surge drum for pump down capacity, dual pressure relief valves, sight glasses and level control switch to establish/maintain proper refrigerant operating level.
- C. Chiller will be constructed to ASME code and will be CRN stamped.
- D. Chiller to be factory insulated with suitable thickness of foamed-in-placed polyurethane insulation and FRP jacket.
- E. All controls will be interlocked. Safety controls will shut down the plant in the event of abnormal conditions (i.e. low oil pressure, high discharge pressure, low suction pressure)

5.6 EVAPORATIVE CONDENSER

- A. The evaporative condenser shall be a CIMCO / Evapco LSCB 185 or approved equal, forced draft centrifugal style suitable for remote sump application and outdoors service. The condenser casing is manufactured using G-235 mill hot-dip galvanized steel.
- B. The four (4) condenser fans shall be forward curved centrifugal design with hot-dip galvanized steel construction. The fans shall be belt driven by an oversized 20 hp, 3/60/575 volt, 1800 RPM, Class B insulation motor, totally enclosed fan cooled enclosure with 1.15 SF, meeting NRCan efficiency requirements and suitable for Full Voltage starting.
- C. The heat transfer condensing coil is manufactured from high quality steel tubes and hot dip galvanized after fabrication. The coil is pressure tested to 400 psig and shall have a CRN registration for province of Ontario. A separate circuit in the heat transfer coil shall be provided to cool the 50% by weight ethylene glycol solution for the compressor jacket and oil coolers.
- D. The evap. condenser shall be mounted on a structural steel support provided by general contractor. Support sizing and spacing shall be in accordance to manufacturer's recommendations.

5.7 CONDENSER WATER TANK

- A. Provide a remote water tank for the condenser spray water recirculation pump. The water tank shall be a ACO Container CT-500, sized to handle the design water pump flow rate as well the water retention volume in the piping and condenser pan. The tank shall be sized to minimize any water overflow.

- B. The water tank shall be constructed of rotationally molded LLDPE polyethylene and come with factory installed flanged connections where required and suitable access for service.
- C. The water tank shall be mounted on a concrete house-keeping pad in the refrigeration compressor room.
- D. Provide a mechanical type external water make-up float valve piped to the tank to allow for automatic water make-up.

5.8 CONDENSER WATER PUMP

- A. The pump supplying the evaporative condenser spray header shall be a S.A. Armstrong Series 4280, or approved equal, motor mounted, centrifugal type rated for a design flow of 245 USGPM water at 1800 RPM. The refrigeration contractor shall be responsible for specifying the pump head to meet the required flow rate.
- B. The pump shall be of bronze fitted construction complete with mechanical shaft seal, bronze shaft sleeve, non-overloading impeller.
- C. The pump motor shall be direct connected to the pump and shall be a 5 hp, 3/60/575 volt, 1800 RPM, Class B insulation, open drip proof enclosure with 1.15 SF, meeting NRCAN efficiency requirements and suitable for Full Voltage starting.
- D. The pump shall have suction and discharge butterfly valves and a pressure gauge.

5.9 COOLING BRINE PUMP

- A. The cooling brine pump supplying the rink floor shall be a S.A. Armstrong Series 4030, or approved equal, base mounted centrifugal type, operating at 1800 RPM. The ice rink contractor shall be responsible for specifying the pump flow rates and heads to meet the required heat transfer rates.
- B. The pump shall be iron body, bronze fitted construction complete with mechanical shaft seal, stainless steel shaft sleeve, non-overloading impeller, flex coupling, OSHA coupling guard and steel base.
- C. The pump motor shall be connected with a flexible coupling and shall be a 20 hp, 3/60/575 volt, 1800 RPM, Class B insulation, open drip proof enclosure with 1.15 SF, meeting NRCAN efficiency requirements and suitable for Full Voltage starting.
- D. The pump shall have brine suction and discharge butterfly valves and a pressure gauge.

5.10 COMPRESSOR JACKET COOLING GLYCOL PUMP

- A. The glycol pump for the cooling compressor jackets and oil coolers shall be a SA. Armstrong 4380 series, or approved equal, close coupled, in-line centrifugal type.
- B. Pump shall be complete with mechanical shaft seal, shaft sleeve and non-overloading impeller.
- C. The pump motor shall be direct connected to the pump and shall be a 1.5 hp, 3/60/575 volt, 1800 RPM, Class B insulation, open drip proof enclosure with 1.15 SF, meeting NRCan efficiency requirements and suitable for Full Voltage starting.
- D. The pump shall have a suction and discharge valve as well as a discharge pressure gauge. A three- way temperature control valve shall maintain compressor glycol cooling loop temperature. Each compressor shall have a glycol solenoid and isolation valves as well as a glycol outlet thermometer.
- E. Provide jacket cooling system bypass valves for temporary city water connection to allow operation in event of a pump failure.

5.11 BRINE & GLYCOL EXPANSION AND MIXING TANKS

- A. Provide separate expansion tanks for the cooling brine system and compressor jacket glycol system to allow for expansion and contraction of the system charges. The cooling tank shall be closed polyethylene construction to minimize air contact with heat transfer fluid. The compressor jacket glycol expansion tank shall be a pre-charged diaphragm type.
- B. Place the expansion tanks on an elevated platform above the brine piping. Where possible pipe the tanks overflow lines to the mixing tank.
- C. Provide a floor mounted open top tank of polyethylene construction for brine mixing and strengthening.

5.12 REFRIGERANT PIPING

- A. All refrigerant piping and fitting shall conform to the latest edition of the ANSI B31.5 Refrigeration Pressure Piping Code and CSA B52 Mechanical Refrigeration Code. All fittings shall have a current CRN number registered in province of Ontario.
- B. All refrigerant piping 1" and larger shall be socket welded or butt welded.
All refrigerant piping up to and including 3/4" shall be threaded or socket welded. Refer to tender drawings for additional details.

- C. Design pressure for high side of ammonia refrigeration system shall be 250 psig. Design pressure for the low side of ammonia refrigeration system shall be 200 psig.

5.13 REFRIGERANT VALVES AND CONTROLS

- A. Supply and install all necessary ammonia isolation valves and control valves as indicated on the drawings. Valves to be manufactured by Hansen, Phillips, R/S or approved equal. Refer to tender drawings for additional details.
- B. All ammonia pressure relief valves shall be sized and piped to a suitable location as defined in the CSA B52 Mechanical Refrigeration Code.

5.14 BRINE, GLYCOL AND WATER VALVES AND CONTROLS

- A. Supply and install all necessary brine, glycol and water valves and controls for safe, convenient operation and maintenance. Butterfly valves to be full lug type with trim selection compatible with fluid being handled lever lock gear operator. Butterfly valves to be Challenger, or approved equal. On smaller pipe use 2 piece bronze ball valves manufactured by M.A.S., or approved equal.

5.15 PRESSURE GAUGES AND THERMOMETERS

- A. Supply and install all the necessary pressure gauges. Provide 4" diameter ammonia suction and discharge system pressure gauges mounted on a sheet metal gauge board. Provide 4" diameter pressure gauges on all glycol and water pumps. Gauges shall be Weiss, or approved equal, and constructed of material compatible with fluid being measured. All pressure gauges shall be liquid filled and come with isolation valves.
- B. Supply and install all the necessary thermometers on the glycol piping. All heat exchanger thermometers shall be Weiss, or approved equal, with solar powered digital display, adjustable stem angle and separable wells. Compressor thermometers shall be as supplied by compressor manufacturer.

5.16 REFRIGERATION CONTROL PANEL

- A. The electrical control panel shall be sized for 3/60/575 volt power supply and 1/60/120 volt control. The control panel to be complete with 200 amp non-fused main disconnect switch with lockable handle on door, motor starters each with fuses, overload relays with reset buttons on panel door and control transformer, all housed in CEMA 12 enclosure. Panel to be CSA approved as a complete unit.
- B. The electrical control panel shall contain all refrigeration equipment motor starters including:

1. One (1) 75 hp Compressor Soft-start (RVSS) Starters.
 2. One (1) 60 hp Compressor Soft-start (RVSS) Starters.
 2. One (1) 20 hp Cooling Brine Pump Full Voltage (FVNR) Starter.
 3. One (1) 1.5 hp Compressor Jacket Cooling Glycol Pump Full Voltage (FVNR) Starter.
 5. One (1) 10 hp Evaporative Condenser Fan Full Voltage (FVNR) Starter.
 6. One (1) 5 hp Condenser Water Pump Full Voltage (FVNR) Starter.
- C. Each motor starter shall have a Hand / Off / Auto selector switch and run pilot light. All selector switches and pilot lights shall be properly identified with engraved lamacoid nameplates.
- D. All relays, timers, terminal strips and wiring to be in accordance with CSA and local regulations.
- E. Provide a Honeywell T775 temperature controller, or approved equal for controlling the cooling glycol pump & the two (2) compressors. The temperature controller shall have two (2) temperature sensors. One sensor shall be installed in a conduit body in the rink floor concrete slab to automatically start the cooling glycol pump based on the rink floor slab temperature start. The other sensor shall be installed in an immersion well in the cooling glycol return pipe to automatically start/stop the compressors based on the cooling glycol return temperature off the rink floor.
- F. Provide a Honeywell T775 temperature controller, or approved equal for the controlling the underfloor heating system. The temperature controller shall have two (2) temperature sensors. One sensor shall be installed in a conduit body in the rink floor concrete slab to automatically start the underfloor heating glycol pump based on the sub floor slab temperature start. The other sensor shall be a spare.
- G. Provide necessary reset button, pilot lights, alarm horn and control logic to comply with TSSA Operating Engineers Act for "guarded plant status". Safety points shall include:
1. High ammonia liquid level in ammonia surge drum.
 2. Compressor Failure.
 3. Ammonia leak detection.
- H. Control system logic shall allow for staggered starting of cooling glycol pump and compressor motors.
- 5.17 AMMONIA GAS LEAK DETECTOR PANEL (CP-2)
- A. Supply and install one solid-state ammonia gas detector panel. The detector panel to be complete with NEMA 12 enclosure containing a local audible and visual alarm, silence button, three relay outputs and one sensor shipped loose.

- B. The unit shall be capable of alarming at three adjustable levels, low, mid and high. Low level shall be used for connection to DDC control system, mid level may be used for remote alarm by other division and high level shall be used for connection to mechanical room exhaust fan control circuit by other division. Detector to be UL and CSA approved.
- C. The ammonia sensor to be shipped loose for field mounting above the compressors in an electrical junction box.

5.18 SYSTEM SAFETY EQUIPMENT

- A. Provide a MSA ammonia gas mask with carry case and two(2) spare canisters.
- B. Supply and install an emergency firebox constructed of steel sheet metal painted red with a glass face. Surface mount the box outside on a wall to comply with CSA B-52 Mechanical Refrigeration Code requirements. The emergency firebox shall house;
 - 1. A manual hand valve for use by emergency personnel for metered release of the ammonia refrigerant to the atmosphere.
 - 2. A manual electrical switch to stop the compressor from operating.
- C. Supply and install a rotating alarm beacon with horn in the rink area which will be activated on detection of ammonia vapour in the compressor room, compressor failure and/or a high ammonia liquid level in the ammonia surge drum.

6 – EXECUTION

6.1 EXISTING REFRIGERATION EQUIPMENT REMOVAL

- A. Provide the necessary qualified service technicians and equipment to safely remove and dispose of the existing ammonia refrigerant in the existing refrigeration compressor room piping.
- B. Disconnect, remove and dispose the existing refrigeration equipment and piping from the refrigeration compressor room. The existing reciprocating ammonia compressor, steel base and motor will be reused and relocated to the new refrigeration compressor room.

6.2 NEW EQUIPMENT AND PIPING INSTALLATION

- A. Install all new equipment as recommended by the manufacturer. Provide adequate clearances around the equipment to allow access for maintenance and removal for service. Equipment to be supported and secured to the refrigeration room concrete floor. Co-ordinate the forming and pouring of level concrete bases by the general contractor.
- B. Install all piping in a neat and professional manner using acceptable trade practices. Piping shall be run straight and true between fittings.

Vertical piping shall be plumb and horizontal piping shall be parallel with walls whenever possible. Unnecessary offsets and elbows shall be avoided. Ammonia piping shall be solidly supported in place to comply with TSSA regulations.

- C. General contractor to excavate the trenches for the buried glycol pipe and the rink floor distribution headers. Supply and install the necessary supports for the piping and headers in the trenches. Install the glycol headers level. Co-ordinate the back-filling and compaction of the material in the excavated trenches with the general contractor.
- D. Verify and co-ordinate with the general contractor that the sub-floor rigid insulation is installed level to the specified tolerances prior to placing rink pipe supports. Do not use shims under the rink pipe supports.
- E. Pressure test all glycol steel pipe, headers and rink piping, as specified prior to painting, insulating or covering with sand or welded wire mesh. Pressure test all ammonia piping to comply with TSSA regulations, prior to painting or insulating. Arrange for TSSA on-site piping inspection and to witness the ammonia piping pressure test.
- F. Provide a qualified installation technician on-site prior to and during the pouring of the concrete for the rink floor. After the rink floor concrete is poured, cut the temporary anchors used for holding and tensioning the rink pipe.

6.3 PAINTING

- A. All shop fabricated package equipment and piping shall be painted with one coat of industrial finish enamel. Touch up any abrasions as required after equipment is installed and construction is complete.
- B. All field-fabricated steel shall be painted with a rust resistant primer.
- C. All un-insulated steel piping shall be painted with industrial machinery enamel paint with colours to match accepted trade standards.

6.4 PIPE AND VESSEL INSULATION

- A. Provide thermal insulation on all low temperature piping and vessels. Insulation thickness shall be sufficient to prevent any surface condensation. Insulation shall be DOW SM or equal preformed extruded polystyrene and cover with reinforced foil vapour barrier and a PVC jacket. Provide sheet metal insulation protection saddles at all pipe support locations
- B. Provide thermal insulation and water proof membrane on all buried glycol steel piping (Does not include glycol headers). Insulate the cooling glycol buried pipe with DOW SM or equal preformed extruded

polystyrene and cover with Alumaguard 60 or equal water proof membrane. Insulation thickness shall be sufficient to prevent any surface condensation. Wrap the heating glycol buried pipe with Alumaguard 60 or equal water proof membrane.

6.5 REFRIGERANT CHARGE

- A. Supply and install a complete new operating charge of ammonia refrigerant. The system will be considered fully charged when the system is operating and the ammonia surge drum lower sight glass is half full.

6.6 OIL CHARGE

- A. Supply and install a complete initial and spare charge of oil for the compressors. Oil to be CIMCO Type A or approved equal. The system will be considered fully charged when the oil return system is fully operational and replenishing compressor crankcases as required.

6.7 BRINE & GLYCOL CHARGES

- A. Supply and install a complete initial charge of Calcium Chloride. The cooling system will be considered fully charged when all the air is purged from piping and the expansion tanks are half full.
- B. Supply and install a complete initial charge of ethylene glycol for the compressor jacket cooling system.

6.8 IDENTIFICATION

- A. All ammonia, glycol and water lines installed for the ice rink refrigeration system shall be identified after painting and insulation with the fluid in the pipe and the direction of flow. All lines penetrating walls or roofs must be immediately identified on either side. Pipe markers shall be manufactured by Marking Service Inc. or approved equal.
- B. Provide a laminated ice rink refrigeration piping flow diagram/drawing with all refrigeration hand and control valves marked and tagged for mounting in the refrigeration compressor room.

6.9 ELECTRICAL POWER AND CONTROL WIRING

- A. Provide all power and control electrical field wiring from the refrigeration control panel to the refrigeration equipment motors, switches, controls and remote temperature sensors. All electrical wiring must conform to CSA and local codes.

6.10 REFRIGERATION SYSTEM COMMISSIONING

- A. The refrigeration contractor shall be solely responsible for charging of brine, ammonia refrigerant and compressor lubrication oil into the system. The refrigeration system shall be commissioned by a qualified refrigeration mechanic including testing and adjusting all operating controls. The refrigeration contractor shall instruct the owners representative in the operation and control of all the equipment on the refrigeration system.

7. Construction/Method

7. a Timing

The facility is open to construction in the engine room at any time after the awarding of the contract.

The following is a list of dates that would not be suitable for the work to be occurring on as the Ice surface is used.

June 11 - Relay for life - using ice pad as rain out site
June 22-24 - Shuffle board Provincials.
June 29 - High-school Graduation
July 9-11 - Quilt show
July 28-29 - WI Craft sale
August 13-14 - PECWA event
Sept 7-13 - County Fair

The preference is that scope of work is completed before the fair commences. The Arena operations can be delayed but ice plant must be operational at full power by Sept 20, 2010, to provide the County the ability to have ice in the Arena by Sept. 25, 2010. **All work must be completed by September 7TH, 2010.**

The contractor will be responsible for any overtime of employees that may be incurred to meet project completion date.

7. b Inclusions in the contract work

The following list of inclusions must be included in the scope of work.

1. All work performed would be during regular working hours of the facility, which is 8am to 4pm. Work may occur after this time at the proponent's expense.
2. Supply one set of Architectural Drawings of all areas concerning refrigeration equipment and subsequent revised drawings.
3. Supply or ensure existing supports on floors, ceilings etc. are safe and useable for structural reinforcing for hanger bolts to hang equipment and pipes, and to support equipment on roof or floors not on grade.
4. The room that currently houses the package must be TSSA and local building code compliant when the contractor is finished (fans/alarms/venting).

5. Provide opening or openings to allow entry of equipment into building and to its final location in the building, and repair as required at completion.
6. All cutting/patching through walls, ceilings and floors to allow passage of piping necessary for system.
7. Supply forms and templates and level concrete housekeeping bases for equipment and install grouting as may be required upon completion.
8. Additional material/labour as required by boiler inspector, hydro inspector, health inspector, building inspector etc.
9. Removal of any redundant concrete housekeeping pads
10. No re-working of any condenser piping on the roof nor the condenser water tank, condenser water pump or compressor jacket water pump in the room.
11. Remove redundant electrical wiring
12. All new electrical power feed wiring, control wiring and pipe insulation is to be included

7. c Exclusions in the contract work

The following are the exclusions in the scope of work, and are at the County's expense.

*If required, the removal of any brine headers, rink floor piping, or removal of the brine, as it is assumed the brine will stay in the floor during demolition of the existing chiller and piping. It is believed that the refrigeration room floor is at a higher elevation than the rink floor/ headers.

*The county will bear the costs of excess / redundant NH3 or brine to dispose of.

8. Post Construction

Prior to occupancy of the facility by the owner, the contractor will conduct an inspection of the facility with the owner and a complete list of deficiencies will be agreed to. In addition the Contractor will provide the owner with Draft O&M Manuals and training in all major systems operations to County facility maintainers.

The Contractor will provide Warranty Inspection 6 months after occupancy.

9. Alternative Proposed by Proponents

Alternatives to the requirements outlined in this Terms of Reference may be submitted by proponents. Alternatives must state the specific project requirement, details of the proposed alternate, and the justification for the proposed alternate, which may include an impact on capital cost, life-cycle cost, project delivery schedule, or appropriateness for the intended use. The proposal must indicate the change to the base cost should the alternative be accepted by the owner.

10. Building Codes

All work of the project shall be constructed in accordance with the latest issue or revision of the Ontario Building Code, 1992 and minimum requirements for the

project shall be as required by the said Code, of the drawings and specifications, whichever standard is the higher.

11. Bylaws and Permits

Nothing contained in the drawings and specifications shall be so construed as to be in conflict with any law, bylaw or regulation of Municipal or Provincial jurisdiction.

Perform work in conformity with such laws, bylaws and regulations and make any necessary changes.

Furnish inspection certificates and/or permits as may be applicable as evidence that installed work conforms to laws, bylaws and regulations of Authorities having jurisdiction.

12. Workmanship

All work shall be carried out in accordance with the best standard practice, by mechanics skilled in the type of work concerned.

All materials and workmanship shall meet or exceed the requirements of the Contract Documents, Reference Standards and the Ontario Building Code taking whichever is higher as the minimum.

13. Existing Services

Make all necessary inquiries to determine the location of any existing services including, but not limited to, hydro, telephone, water, gas, sewer and cable.

Ascertain the location of any services buried in floor slabs prior to cutting and obtain Project Coordinator's approval before work commences.

The Owner will not be liable for any loss, damage, delay or claim whatsoever resulting in or arising from the absence in whole or in part of services.

14. Construction Safety

Observe and enforce all construction safety measures as contained in the requirements of the Ontario "Occupational Health and Safety Act and Regulations for Construction Projects" latest edition and in accordance with all other Provincial Government and Local Municipal Statutes and Authorities.

The Contractor and his sub trades shall be required to have and use all required safety equipment such as safety lines, safety boots, hard hats, protective eyewear etc. on site all in accordance with codes and by-laws.

The Contractor shall be responsible for the safety of the work site including posting signs, and notices advising person of construction in progress, wet construction or paint, and areas unsecured. Provide all visitors with hardhats.

15. Substitution of Materials

No substitutes are acceptable unless agreed to by the Owner.

If it is proposed to change from the material or item specified, the Contractor shall submit to the Owner for approval, a proposal for substitution, along with literature and cost variance for the proposed materials.

The Contractor shall be aware that any cost variance shall include the Engineers time to review the proposed substitution.

The Contractor shall consider the construction and cost affects of a substitution on work of other trades or construction detail.

Material or products found to be installed that are not in accordance with the drawings or specifications shall be removed and replaced with that specified at no cost to the Owner and with no change in the Contract time.

16. Start up Meeting

The Contractor shall arrange with the Owner a start-up meeting on site at least three days prior to starting construction.

The agenda at the start up meeting shall include: identifying and meeting the Contractor's site superintendent, outlining of future site meetings, indentifying special requirements of the Owner, discussing procedures for changes, discussing procedures for payments and certifications and in general, for all involved to ask and get response to questions or concerns.

17. Alternate Pricing

As the work in this contract is based on a grant, and a budget has been set, it is required to understand before the work takes place, what cost savings can be realized to bring the project in upon the budgeted cost.

The County of Prince Edward requires break out costs for the following substitutions, omissions or additions to be considered as part of the tender, as these may be used to provide the final price of the work to move ahead with:

- A. Include computerized control system (DDC) to allow monitoring of ice plant equipment, schedule temperature changes based on time of day over a week long period, provide real time ice temperature readings, and equipment run times/status. This DDC Control System would be similar/equivalent to the CIMCO 6000E system.
- B. Include cost savings to project to reuse current Condenser and removing the condenser Cooling loop
- C. Include cost savings to Project to reuse current Chiller

Project	Price	Taxes	TOTAL
a. Include DDC controls to project			
b. Reuse condenser	()		()
c. Reuse Chiller	()		()

**PART D - FORM OF TENDER
AGREEMENT TO CONTRACT AND SCHEDULE OF PRICES**

CONTRACT NUMBER: **TENDER-2010-RPC-011**
PROJECT TITLE: **DESIGN / BUILD - PRINCE EDWARD COMMUNITY CENTRE
ICE PLANT / ENGINE ROOM RETROFIT**

SUBMITTED TO: THE CORPORATION OF THE COUNTY OF PRINCE EDWARD

I/We, _____
(Company Name)

of _____
(Business Address)

having examined the TENDER including all information to BIDDERS, general terms and conditions, terms of reference, appendices and specifications as issued by THE CORPORATION OF THE COUNTY OF PRINCE EDWARD and including **Addenda number ___ to ___** and having visited the Project Site, hereby offer and agree to enter into a Contract to supply the EQUIPMENT, MATERIALS AND SUPPLIES AND SERVICES required by this TENDER at the costs detailed in the Schedule of Prices below.

The undersigned offers to complete and supply EQUIPMENT, MATERIALS AND SUPPLIES AND SERVICES in accordance with the instructions to BIDDERS, terms, conditions, terms of reference, specifications, and appendices in the Request for **TENDER-2010-RPC-011**, for **DESIGN / BUILD - PRINCE EDWARD COMMUNITY CENTRE ICE PLANT / ENGINE ROOM RETROFIT** as described in this TENDER for the price(s) shown on the Schedule of Prices attached to it. Furthermore, it is certified that the undersigned is/are authorized and empowered to sign and submit this TENDER.

I/We, hereby Tender and agree to supply and apply to The Corporation of the County of Prince Edward, F.O.B. Picton, Ontario, the supply of all materials and application(s) for the **DESIGN / BUILD - PRINCE EDWARD COMMUNITY CENTRE ICE PLANT / ENGINE ROOM RETROFIT** as detailed herein, using appropriate application methods as specified in this tender.

The contractor is responsible for visiting the sites and viewing the proposed work in the establishment of unit prices.

The Contractor has carefully examined, understands and accepts the requirements of this Tender, and has carefully examined the site and locations of the work to be done, and for the prices set forth herein, hereby offers to furnish all machinery, labour, tools, apparatus, and other means of construction, and furnish all materials, except as otherwise specified in the contract, and to complete the work in strict accordance with the tender requirements.

The Contractor hereby offers to complete the work specified in the Tender at the following prices, with Provincial Sales Tax and Goods and Services Tax shown separately.

The SUPPLIER/CONTRACTOR has carefully examined, understands and accepts the requirements of this TENDER, and has carefully examined the site and locations for the prices set forth herein, hereby offers to furnish all, machinery, labour, tools, apparatus, and other means of application and furnish all and materials except as otherwise specified in the contract, and to complete the work in strict accordance with the TENDER requirements.

SUB-CONTRACTS

We list hereunder the names of the Sub-Contractors whose bids we have used in our Bid and with whom we intend to award Subcontracts, if awarded the contract. We acknowledge that no changes to the list will be made without the Owner's approval.

TRADE	NAME	Price without GST
Mechanical Ventilation		
Plumbing		
Electrical		
Drywall		
Painter		
Flooring		
Tile work		
Finish Carpentry		
Fire Alarm System		
Sprinkler System		
Floor Finishes		
Mechanical		

PART D - FORM OF TENDER
AGREEMENT TO CONTRACT AND SCHEDULE OF PRICES - continued

3. VALIDITY OF THE BID

Our Bid will remain in good standing for a period of 120 days after the closing date of General Contract Bids.

4. COMPLETION OF THE WORK

We undertake to complete the work within _____ weeks of commencing and are prepared to begin work on_____.

5. ACCEPTANCE OF THE BID

We recognize the right of the Owner not to accept the lowest or any other bid received.

6. ALTERNATIVES

We hereby submit for your consideration the following alternatives and understand that the Owner may reject any or all of these proposals:

ITEM	ADD TO STIPULATED SUM	DEDUCT FROM STIPULATED SUM
	\$	\$
	\$	\$
	\$	\$

7. ENCLOSURES

We enclose herewith the following:

- a. Sufficient Bid Deposit.
- b. Agreement to Bond letter.
- c. Reference List.
- d. Schedule of Construction

8. CHANGES in WORK

Percentage of mark-up for overhead and profit applicable for changes in the Work.

General Contractor:	Additions.....	Deductions.....
Sub-contractors:	Additions.....	Deductions.....

9. ADDENDA

We acknowledge receipt of the following addenda issued during the bidding period:

Addendum No. _____ dated _____.

Addendum No. _____ dated _____.

PART D - FORM OF TENDER
AGREEMENT TO CONTRACT AND SCHEDULE OF PRICES - continued

Furthermore, it is certified that the undersigned is/are authorized and empowered to sign and submit this TENDER.

Company: _____
(Name)

(Street Address or Postal Box Number)

(MUNICIPALITY, Province, and Postal Code)

Signature: _____
(I have the authority to bind the corporation)

Print Name and Title: _____

Dated at _____ this _____ day of _____, 2010.

(Company Seal)

The Corporation of the County of Prince Edward
332 Main Street, Prince Edward County,
Picton, ON K0K 2T0
(MUNICIPALITY, Province, and Postal Code)

Signature: _____
(I have the authority to bind the corporation)

Leo Finnegan, Mayor:

Dated at _____ this _____ day of _____, 2010

Signature: _____
(I have the authority to bind the corporation)

Victoria Leskie, Clerk:

Dated at _____ this _____ day of _____, 2010

(Seal)

**THIS DOCUMENT MUST BE SIGNED AND SUBMITTED TO BE A VALID OFFER
OR THE TENDER WILL BE REJECTED.**

AGREEMENT TO BOND – TENDER 2010-RPC-11

OBLIGEE: THE CORPORATION OF THE COUNTY OF PRINCE EDWARD

We, the undersigned, hereby agree to become bound as Surety for

In a Performance bonding totalling One Hundred Percent (100%) of the Contract amount and a Material & Labour bonding totalling 50% of the total contract conforming to the Tender Document for the full and due performance of the works shown as described herein in the Tender for Contract Number # 2010-RPC-011 for The DESIGN / BUILD - PRINCE EDWARD COMMUNITY CENTRE ICE PLANT / ENGINE ROOM RETROFIT for The Corporation of the County of Prince Edward accepts the above named obligee.

It is a condition of this Agreement that if the above-mentioned Tender is accepted, application for a Performance Bond and Material & Labour Bond must be completed with the undersigned within ten (10) days of acceptance of the tender related thereto, otherwise this Agreement shall be null and void.

Dated at: _____ this _____ day of _____ 2010.

Name of Bonding Company

**Signature of Authorized Person
Signing for Bonding Agency**

Position

(Company Seal)

PART D - REFERENCE INFORMATION

BIDDERS are required to provide three (3) references listing contracts similar to the project described in this TENDER and undertaken within the past three (3) years.

- 1) NAME (Company/Government Agency) _____
Contract Description _____
Contact Person _____
Phone Number () _____ Fax Number: _____
Email Address (if available): _____
Number of Years At Location: _____ Value Of Contract \$ _____

- 2) NAME (Company/Government Agency) _____
Contract Description _____
Contact Person _____
Phone Number () _____ Fax Number: _____
Email Address (if available): _____
Number of Years At Location: _____ Value Of Contract \$ _____

- 3) NAME (Company/Government Agency) _____
Contract Description _____
Contact Person _____
Phone Number () _____ Fax Number: _____
Email Address (if available): _____
Number of Years At Location: _____ Value Of Contract \$ _____

The MUNICIPALITY reserves the right to check additional references and sources to those supplied by the BIDDER.

Company/BIDDER

Authorized Signature

Date

EQUIPMENT, MATERIAL AND SUB-CONTRACTORS FORM

EQUIPMENT, MATERIALS AND SUPPLIES: Please list below the EQUIPMENT you will be using if awarded the contract:

EQUIPMENT, MATERIALS AND SUPPLIES: Please list below the EQUIPMENT you will be using if awarded the contract:

EQUIPMENT, MATERIALS AND SUPPLIES: Please list below the EQUIPMENT you will be using if awarded the contract:

Sub-Contractors: Please list below the names of the major sub trades you plan on using for this project:

Sub-Contractors: Please list below the names of the major sub trades you plan on using for this project:

Notice of No Bid

Purchasing Department, 332 Main Street Picton, ON K0K 2T0	Tel: (613) 476-2148 Fax: (613)476-7622
REFERENCE NO. # TENDER-2010-RPC-011	CLOSING DATE: March 19th, 2010
DESCRIPTION: DESIGN / BUILD - PRINCE EDWARD COMMUNITY CENTRE ICE PLANT / ENGINE ROOM RETROFIT	

It is important to the MUNICIPALITY to receive a reply from all invited BIDDERS. There is no obligation to submit a TENDER; however should you choose not to submit a TENDER, completion of this form will assist the MUNICIPALITY in determining the type of goods or service you are interested in proposing/bidding on in the future. Failure to return the TENDER/TENDER Form or Notice of No TENDER will result in the removal of the BIDDER from the MUNICIPALITIES BIDDERS' LIST.

INSTRUCTIONS

If you are unable, or do not wish to submit a TENDER on this TENDER, please complete the following portions of this form. State your reason for not proposing by checking the applicable space(s) or by explaining briefly in the space provided. It is not necessary to return any other TENDER documents. Just return the completed form in the enclosed return envelope or by fax prior to the official closing date.

- 1. We do not manufacture/supply this commodity. _____
- 2. We do not manufacture/supply to this specification. _____
- 3. Unable to quote competitively. _____
- 4. Cannot handle due to present plant loading. _____
- 5. Quantity/job too large. _____
- 6. Quantity/job too small. _____
- 7. Cannot meet delivery/completion requirements. _____
- 8. Licensing restrictions. _____
- 9. Agreements with distributors/dealers do not permit _____

Other reasons/additional comments:

Do you wish to propose/bid on these goods/services in the future **YES** **NO**

Firm Name:	
Signature of Signing Officer:	
Print Name:	
Title:	
Address:	
Telephone:	Fax:
Date:	



Health & Safety Standard

Contractor Accountability

Contractor Name:

Attention:

The Corporation of the County of Prince Edward is currently implementing a number of Health & Safety Standards in order to increase the safety, efficiency and effectiveness of our Health & Safety Program. One aspect that we are currently redefining is our Contractor Program of which we hope your company will be directly involved in. The purpose of the Contractor Accountability Standard is to ensure that all contractors and subcontractors are adequately qualified to conduct various work activities for the County of Prince Edward.

The contractor is responsible for properly training his/her own employees, which will be utilized to conduct all contracted work activities. The County of Prince Edward may however, periodically check to ensure that this training is being performed and to the required levels.

All contractors initiating or completing work must be approved by the Project Coordinator. The contractor evaluation form, as attached, is required to be completed by each contractor and submitted to the Project Coordinator.

After approval has been awarded the respective contractors will be issued a copy of the County of Prince Edward:

- Personal Protective Equipment (PPE) requirements,
- Safe Work Practices that apply to the specified work,
- Site emergency evacuation program, routes and areas, and
- Rules and Regulations that should be followed while working on site.

Contractor employees should be trained on or have reviewed the documentation for the topics listed above prior to being allowed on site.

If any questions or concerns arise in regards to the overall Contractor Accountability Standard or more specifically the Contractor Program please do not hesitate to contact myself.

Thanking you in advance for your cooperation,

A handwritten signature in black ink, appearing to read "Kevin Courneyea". The signature is fluid and cursive, written over a white background.

Kevin Courneyea
Occupational Health & Safety Officer
Phone: (613) 476 - 2148 ext. 228



Health & Safety Standard

Re: Contractor Program

Contractor Evaluation Form

All contractors and subcontractors performing work should agree to comply with the following requirements:

1. List the percentage of your business on similar engagements in the last 2 years: _____%
2. Are your employees trained on the potential hazards associated with the work being performed? _____ **Yes** _____ **No**
3. Do you have a health and safety training program that meets the Ontario Occupational Health and Safety Act requirements? _____ **Yes** _____ **No**
4. Provide us with certificates of insurance for each of the following (as applicable):
 - a. Workplace Safety Insurance Board (WSIB)
 - b. Commercial/Industrial Liability
 - c. Automobile Liability
 - d. Pollution Liability
5. Provide us with your WSIB Recordable Injury Rate and/or your Experience Modification Rating (EMR):
_____ Recordable Injury Rate
_____ Experience Modification Rating (EMR)
6. Have you experienced hospitalization of three or more employees or any construction fatalities within the past 3 years? If yes, attach a full discussion of causes and results. _____ **Yes** _____ **No**
7. Have you received any Ministry of Labour citations within the past 3 years? If yes, attach a full discussion of events and results. _____ **Yes** _____ **No**
8. Provide documentation that your employees are qualified/certified/licensed to perform the related work.

I _____, representing _____,
by signing below certify that to the best of my knowledge the above information is correct and up to date.

Signature: _____ **Date:** _____



HEALTH & SAFETY STANDARD

PURPOSE

The purpose of this policy is to:

- Establish minimum guidelines for Contractors in order to help provide and maintain a safe work environment for all employees
- Ensure that Contractors are made aware of and comply fully with the County's Health and Safety Program.
- Ensure that Contractors comply fully with all Health and Safety requirements in Legislation and Regulations.
- Ensure that Contractors communicate the Health and Safety requirements to their Sub-Contractors and ensure compliance.

SCOPE

All contractors must be an approved contractor before the commencement of any work.

DEFINITIONS

County of Prince Edward is a Commissioner or his/her designate. The County will, in a majority of cases, be considered an owner under the Occupational Health and Safety Act and depending on the classification of work, the County could also assume the role of an employer or constructor.

Project Co-coordinator is the County employee assigned to the project. Means an individual acting on behalf of the County to oversee the contract.

Contractor is an individual or business entity with a contract for Service with the County to provide goods and / or services.

Sub-Contractor is an individual or business entity that has contracted with the Contractor to provide goods and / or services and may not be directly contracted by the County.

PERSONAL PROTECTIVE EQUIPMENT (PPE)

- Contractors shall supply their own protective breathing apparatus where required, and ensure that their employees are trained in the use of such equipment.
- All Contractors' employees shall wear CSA approved, (Green Patched) safety footwear and appropriate eye protection. Approved hard hat and vest shall be worn according to the work being performed.
- When required, fall restraint systems shall be used as per the *Occupational Health and Safety Act*.

- Proper personal protective equipment depends upon the nature of the exposure. This may range from chemical eye and face protection, gloves and safety footwear, to complete body covering. If there is the potential of exposure to a toxic substance or a lack of oxygen, appropriate fresh air breathing apparatus shall be provided and used by competent trained employees.

STANDARDS AND PROCEDURES

The Contractor shall comply with the County's Health and Safety Program and all applicable Legislation, Regulations and Standards.

- Specifications and tenders shall be available for larger contracts.
- Contractors shall be given a copy of this standard prior to commencement of the contract.
- A copy of this standard will be included as part of the tender document.
- Contractors must pre-qualify to be included in the bidding list.
- A post-contract review for maintenance of qualification shall be conducted.
- The contract administrator shall review the work plans and advise of any hazards.
- All contractors shall attend a formal health and safety orientation session.
- The contractor shall allow access to the worksite on demand to representatives of the County to inspect worksites to ensure compliance with the Act and Regulations and County policies and procedures.
- The Project Coordinator shall include health and safety as an agenda item at any meetings held to review progress on the contract work.

General Requirements

- All Contractors shall provide proof by means of a WSIB clearance certificate or WSIB independent operator certificate of current standing according to the *Workplace Safety and Insurance Act of Ontario*. When received these documents shall be retained with the tendering information.
- No work shall commence on the County's property until the Contractor, and the department initiating the order or commissioner have signed the County's "**Contractor Health and Safety Agreement**" (see attached Form). The Contractor shall attend a meeting before starting work, upon request.
- Contractors' employees shall be restricted to work only in areas designated by the County.
- Contractors' employees shall not be allowed on the County's property while under the influence of alcohol or incapacitating drugs or medication, nor are such substances to be brought onto the premises.
- Contractors and their employees shall abide by the Smoking in the Workplace Policy.
- All County regulatory signs shall be observed and adhered to, as well as specific direction given by the commissioner and/or supervisor and/or project coordinator and/or Occupational Health and Safety Officer.

- Tools, parts and materials shall not be left overhead at any time. Frequent thorough inspection shall be made to prevent the hazard of falling objects.
- Suitable warning signs shall be placed and other proper precautions taken when overhead work is being undertaken.
- Personnel shall always be on the alert for moving equipment.
- Contractors shall, under no circumstances, follow handling of designated substances as defined by the *Act* and *Regulations* without notifying the County and receiving prior written consent of the commissioner.
- All equipment used shall have appropriate guarding, as per *Regulation*.
- In case of fire or any emergency, contact commissioner and/or supervisor, as well as Emergency Services, if required.
- All electrically powered tools and equipment shall be adequately grounded, as per CSA standard.
- All tools and equipment shall be in a good state of repair.

Fire Control

- Contractors are to provide their own "Fire Watch" personnel during all welding and burning processes. At least (2) 10-lbs. ABC Dry Chemical Extinguishers and a fire blanket must be made available in the immediate area where such process is taking place. The area shall not be vacated until all sparks or smoldering material has been extinguished. All combustible material must be removed from the welding or burning area or covered with fire blankets.
- Oxygen, acetylene or other similar types of cylinders are not to be left free standing. They shall be kept in upright position and chained or secured to prevent upsetting. Caps shall be in place when cylinders are not in use. Empty cylinders shall be removed from the job site at the end of the workday.
- Fire hydrants and hose houses shall have a 4-foot clearance at all times.
- Roofing Contractors shall provide a minimum of (1) 20-lb. dry chemical extinguisher at the tar pot location and (1) 20-lb. dry chemical extinguisher at the site of application. Tar pots shall not be located within 3 metres (10 feet) of any building or combustible material or air intakes.
- Access to all locations of the County shall be maintained for emergency vehicles. Fire route access shall remain unobstructed at all times.

Isolating Procedures

- Contractors shall notify the **County** of equipment requiring isolation.
- Before any work is performed, all sources of energy, and/or motions (including, but not necessarily limited to, electrical, mechanical, steam, gas, air, hydraulic, etc.) shall be made safe and locked out by Contractors. (As per the County's Lockout Standard HS2-11)
- The standard method of isolating equipment against operation shall be a tag and padlock supplied by the Contractor to his employees, and identified with the name of the worker lock owner, and that of his company, Contractor's phone number and date and time of the lock being installed.

Municipal and Site Services

- If it is necessary to disrupt any services for construction or installation purposes, prior notice must be given and prior approval received before commencement.
- Only qualified individuals must make connections to and disconnection of the County's services.
- All valves shall be operated only by the County.

Traffic

- The contractor will comply with the requirements of the County's Traffic Protection Standard HS2-16.
- Anyone working on highways shall follow the Regulations for Construction Projects, particularly sections 67-69, 104-106 and 186-187 and Regulations for Industrial Establishments, section 20 and the *Highway Traffic Act*.
- Trucks, cars or other vehicles shall not be permitted in County buildings, except for loading or unloading. Private cars shall be parked in the designated areas unless specific approval has been received from the commissioner.
- Trucks and other vehicles shall not stand with engine running while in any building or near any entrance to the facility.

Housekeeping

- Aisles, walkways, doorways and designated exits shall be kept clear at all times.
- Contractors shall maintain working areas in a clean and tidy condition. Nails in lumber shall be removed or clinched. Material shall be piled or stacked. Sites shall be cleaned up daily. On completion of job, site shall be cleared to the satisfaction of the County.
- Unless specific arrangements to the contrary are made, Contractors shall arrange for removal of their own refuse.

Hazardous Material

- All Contractors and their employees shall handle potential hazardous material in a manner so as not to cause injury or overexposure. Contractors' employees must be informed of the safe handling procedures of materials with which they will be working. Proof of this training is to be made available upon request.
- Hazardous material shall be handled according to the appropriate Federal and Provincial Regulations and Guidelines, Federal Department of Labour and the Provincial Ministry of Environment guidelines.

ROLES AND RESPONSIBILITIES

Contractors shall:

- Take all reasonable precautions for the Health and Safety of their employees and the employees of their Sub-Contractors.
- Comply with all relevant Health and Safety Legislation and Regulations. All Contractors shall comply with all provisions of the latest edition of the OHSA, Canadian Standards Association (CSA), the applicable Provincial Safety Act and all other applicable legislation. Some of the standards, listed in this document are similar to those in OHSA, but are repeated for emphasis. Others are required because of the special nature of the operations.
- Provide the County, on request, a copy of their Health and Safety Program and related information (e.g. certificate of insurance, WSIB clearance certificate, owner/operator clearance certificate, and/or WSIB experience rating statement). This shall be provided prior to the commencement of work.
- Provide the County with documentation to certify that all employees working on the County's contract have been trained on WHMIS and all other Legislative requirements that relate to the work being done.
- Provide to the County a list of all-hazardous material and controlled substances that the Contractor will be introducing into the workplace; The Contractor shall provide the material safety data sheets on those substances at least one week prior to the work beginning. Substances not on that list are not to be brought onto County property.
- Ensure that his employees are aware of the emergency evacuation procedures for the appropriate work area.

The County: of Prince Edward

- Will provide Contractors with its Health & Safety Policy Statement and Contractors Accountability Program Standard.
- Will provide the contractor with a contact person responsible for the project who shall be called the Project Coordinator.
- In the case of a construction project, may be able to limit its liability to that of an owner under the OHS Act and, given certain criteria are satisfied, transfer the responsibilities of the constructor to the construction contractor (i.e. Constructor).
- Reserves the right to remove any Contractor or Sub-Contractor from its property or it may immediately terminate a contract for violation of Health and Safety Legislation, Regulations or the County's Health and Safety program, without incurring any additional charges.

COMMUNICATION

This procedure will be communicated by the Project Coordinator to the Contractor and appropriate County Staff.

TRAINING/IMPLEMENTATION

The Project Coordinator is responsible for ensuring that the contractor is trained and in turn the contractor's employees or subcontractor are also trained.

Contract administrators shall receive orientation training such as:

- Review of all known and potential hazards in the area
- WHMIS training
- Site specific emergency procedures

EVALUATION

A review of this standard will be conducted annually by representatives of each Joint Health & Safety Committees and the Occupational Health & Safety Officer.

Supervisors will review with their employees the standards that apply to their respective workplace. The review may be conducted at staff meetings, pre-shift meetings, tailgate talks or other means. These reviews will be documented and a summary will be sent to the Occupational Health and Safety Officer.

Any suggestions for changes shall be forwarded to the Occupational Health and Safety Officer for review.

FORMS

Contractor Health and Safety Letter & Evaluation Form
Contractor Health and Safety Responsibility Agreement
Contractor Health and Safety Agreement Checklist
Contractor Health and Safety Pre-Commencement Checklist

REFERENCE MATERIALS

Ontario Occupational Health and Safety Act and Regulations

DATE STANDARD REVIEWED

November 7, 2008



CONTRACTOR HEALTH and SAFETY AGREEMENT CHECKLIST

Contractor Name: _____

Contractor's Rep: _____ Phone and Fax No: _____

Address: _____

The Contractor Health and Safety Agreement Checklist shall be completed by the County Project Coordinator

Check as Reviewed/ Received	Review	Miscellaneous Notes
	Signed Contractor Health and Safety Responsibility Agreement	
	Received WSIB Clearance Certificate (no more than 60 days old)	
	Received a copy of the Contractor's accident history (for one year)	
	Received up to date liability insurance certificate (Company listed as certificate holder with a min. of 2 million coverage)	
	Licenses & certificates of contractor employees or other applicable training requirements. For example: AZ license, welding ticket(s)	
	Forward the Municipality's Rules and Regulations to Contractor	
	Forward the Municipality's Equipment Lockout Policy/ Procedure to Contractor	
	Contractor to provide an MSDS for any WHMIS controlled products	
	Advise of any special hazards connected with the workplace i.e. emergency response procedures, hazardous areas etc.	
	Advise Contractor all occupational injuries that occur on our property must be reported immediately	
	Review Municipality's personal protective equipment requirements (PPE) it is the Contractor's responsibility to ensure that their employees possess and use all required PPE for their work	
	Signed Pre-Commencement Checklist for Contractors	

County Project Coordinator: _____ Date: _____

Contractor's Representative: _____ Date: _____

Once completed, this form and all attachments are to be sent to the Occupational Health and Safety Officer



CONTRACTOR HEALTH and SAFETY RESPONSIBILITY AGREEMENT

THIS AGREEMENT made the _____ day of _____, 20____, between _____ (the "Contractor"), having an office at _____ and _____ (the "County of Prince Edward") having a facility at _____.

IN CONSIDERATION of the sum of two (\$2.00) dollars paid by each of the parties to the other (the receipt of which is acknowledged by each party) the parties covenant and agree as follows:

1. The Contractor shall employ only orderly, trained, competent and skillful people to do the work and the Contractor's employees shall be fully covered under the Workplace Safety and Insurance Act by the Contractor and shall provide and up-to-date Clearance Certificate from the Workplace Safety and Insurance Board. All subcontractors must be approved in writing by the County of Prince Edward before commencing any work and the Contractor is responsible for ensuring that their employees comply with the terms of this Agreement.

2. The contractor acknowledges and accepts all the risk arising or pertaining to the ownership, possession, use or operation of its equipment in completing its services, whether in whole or part, whether directly or indirectly, by an act or omission or negligence of the Contractor, or for those whom it is in law responsible.

3. The Contractor shall indemnify and save harmless the County of Prince Edward from any and all claims, demands, actions, losses or property damage arising directly or indirectly from the ownership, possession, use or operation of its equipment in completing its services, whether in whole or part, whether directly or indirectly, by an act or omission or negligence of the Contractor, or for those whom it is in law responsible. Contractor shall protect and hold County of Prince Edward harmless and shall pay costs, expenses and reasonable legal fees incurred or paid by County of Prince Edward in connection with such litigation. The indemnities contained in this Agreement shall not be prejudiced by and shall survive the termination of this Agreement.

4. Contractor shall, during any time in which it is providing services to the County of Prince Edward, take out and keep in full force and effect property damage and public liability insurance in which the limits of public liability and property liability shall not be less than two million (\$2,000,000) dollars per occurrence, the whole at the Contractor's sole cost and expense. All policies shall be written with insurance companies qualified to do business in the Province of Ontario and shall name the County of Prince Edward as an additional insure and a certificate acknowledging same must be provided to the County of Prince Edward.

5. The Contractor shall abide by and shall ensure that each of the Contractor's employees and sub-contractor's employees (if applicable) abide by the County of Prince Edward's Health and Safety rules and regulations. The Contractor will also be able and willing at such times as recommended by the County of Prince Edward to provide additional

precautions as deemed necessary by the County of Prince Edward for safeguarding employees and equipment. The Contractor further acknowledges and agrees that any violation of Safety rules or regulations is justification for the immediate termination of its Contract with the County of Prince Edward, without any further obligation on the part of the County of Prince Edward.

6. The Contractor shall, at its own expense, obtain and maintain in good standing all permits and licenses, required by any authorities having jurisdiction over the business of the Contractor. The Contractor shall also comply with all federal, provincial and municipal governmental laws and regulations which are applicable to its business, and in particular, those affecting health and safety workers' compensation and environmental matters.

7. This Agreement shall be constructed and enforced in accordance with the laws of the Province of Ontario and the parties agree to attorn to the jurisdiction of the Courts of that Province.

8. This Agreement embodies the entire agreement of the parties with regard to the matter herein, and no other agreement shall be deemed to exist, except as entered into in writing by both parties to this Agreement.

9. The Contractor shall not assign this Agreement or any part of it and may not employ or retain anyone as a subcontract or otherwise, to perform any part of its obligations under this Agreement without the prior written consent of the County of Prince Edward.

10. No contracted work offers will be granted by the County of Prince Edward unless this Agreement terms and conditions are fully accepted upon by the parties to the satisfaction of the County of Prince Edward.

Accepted this _____ day of _____ 20_____.

CONTRACTOR

COUNTY OF PRINCE EDWARD

By: _____

By: _____

Print Name: _____

Print: _____

Print Title: _____

Print Title: _____

Witness: _____ (only if not a corporation)



CONTRACTOR HEALTH and SAFETY PRE-COMMENCEMENT CHECKLIST

Contractor Name: _____

Contractor's Rep: _____ Phone and Fax No: _____

Address: _____

A pre-commencement meeting between the County Project Coordinator and the successful contractor shall take place prior to commencing work.

PRE-COMMENCEMENT MEETING ELEMENTS	REVIEWED		
	YES	NO	N/A
1. Contractor Agreement Checklist reviewed. Clarify any information or request further documentation.			
2. Orientation of hazards (physical, chemical, biological, etc) at the work site(s). Review of County's corporate safety standards (applicable to work being performed). Copies may be provided.			
3. Reinforce Contractor staff are <u>not</u> allowed to use or operate Prince Edward County equipment, devices, machines, vehicles, tools (powered or non-powered), etc to carry out work. Exceptions are unless training is provided or it is covered in the specific contractual agreement.			
4. Documentation and/or MSDSs pertaining to hazardous substances and WHMIS products have been enclosed and reviewed.			
5. Contractor advised of Emergency Procedures			
6. Review with contractors applicable security protocols for the work site. (i.e. Public Works W&WWS Department)			
7. List of contractor staff who will be onsite to supervise the work.			
8. Review with contractor staff that all health & safety incidents and /or infractions must be reported to the Project Coordinator. Contractor may be ordered off the County site and/or to stop work for safety infractions.			
9. Contractors will remove all chemicals & hazardous products from the work site location at the end of project/contract.			
10. Contractors may be required to sign in/out as a visitor at certain work locations. Advise if required.			
11. Prince Edward County work site supervisory staff reserve the right to inspect the work location/job site and document their findings for future audit purposes.			
12. Serious incidents involving contractors must be investigated jointly by the contractor, site supervisory staff, a certified worker member of the applicable JHSC or H&S representative, the Project Coordinator and the County Occupational Health & Safety Officer.			
13. Any equipment, device or activity that may generate a			

hazardous atmosphere (i.e. fire, toxic, nuisance dust or odours) or physical hazard (i.e. noise, heat, vibration, radiation) will not be carried out on, near or within the confines of any County building without the appropriate control measures and safeguards in place and not without prior authorization from the Project Coordinator.			
14. The job site and work area will be kept clean and free of trip/slip and fall hazards. Warning and barricades must be in place when work will create a hazard for employees or the public.			
15. Sub-contractors performing work have also participated in the pre-commencement meeting and checklist.			

Comments/Notes regarding meeting:

County Representative _____
(Name) (Date)

Contractor Representative _____
(Name) (Date)

If applicable:

Sub-Contractor Representative _____
(Name) (Date)

Completed Form Distribution:

- Contractor
- Sub-Contractor
- Prince Edward County - Project Coordinator
- Prince Edward County - Purchasing Department

Once completed, this form and all attachments are to be sent to the Occupational Health and Safety Officer