



The Regional Municipality of York

**Corporate Services Department
Property Services Branch**

Request for Tender No. T-16-11

BID FORM

Construction of Paramedic Response Station # 19

415 Harry Walker Parkway South, Newmarket

Closing Date: November 15, 2016*

Closing Time: 1:00 p.m.

***Please note that this date may be amended by addendum.**

ELECTRONIC BID SUBMISSIONS ONLY

DEFINITIONS

The following definitions shall apply to the Bid Documents only:

Bid means the Bidder's response to this Request for Tender

Bid Documents consist of the Bid Form, Articles of Agreement, General Conditions, Supplementary Conditions, Definitions, Specifications, Drawings, Addenda, and other documents included in the Request for Tender

Bidder means any entity submitting a Bid in response to this Request for Tender

Contract means the contract entered into by the Region and the Contractor as a result of this Request for Tender

Contract Documents consist of the executed Articles of Agreement, General Conditions, Supplementary Conditions, Definitions, Specifications, Drawings, Addenda, Change Orders and such other documents as are listed in Article A-2 - Contract Documents including amendments thereto incorporated before the execution of the Contract and subsequent amendments thereto made pursuant to the provisions of the Contract

Contract Time means the number of Working Days stipulated in the Articles of Agreement for completion of the Work

Contractor means the entity with whom the Region enters into the Contract as a result of this Request for Tender

Day means a calendar day

Drawings means all plans, profiles, drawings, sketches or copies thereof, used or prepared for, or in connection with, the Work

Estimated Contract Price means the Subtotal Contract Amount identified in the Schedule of Prices Summary Table contained in the Bid

Plan Taker means any entity who has registered for this Request for Tender

Region means The Regional Municipality of York

Request for Tender means the document(s) issued by the Region to which Plan Takers are invited to submit Bids

Site means the designated site or location of the Work

Subcontractor means a person, firm or corporation who will have a direct contract with the Contractor to perform a part or parts of the Work

Unresolved Litigation means any unresolved dispute between the Region and any other party or related party adverse in interest, including third party and cross-claims, where either a legal proceeding has been commenced for an injunction, a mandatory order, a declaration or the recovery of money, or a threat of legal action has been made in writing

Work means the total construction and related services required by the Contract

Working Days means any Day except Saturdays, Sundays and statutory holidays in the Province of Ontario

INSTRUCTIONS

1. Pre-Qualified Contractors

The following is a list of pre-qualified contractors that have been approved to bid on this Request for Tender under Request for Pre-Qualification No. P-15-190:

- Aquicon Construction
- BECC Construction Group
- Defaveri Group Contracting Inc.
- J. J. McGuire General Contractors Inc.
- M.J.Dixon Construction Limited
- Maystar General Contractors Inc.
- Pegah Construction Ltd.
- Percon Construction Inc.
- Tambro Construction Ltd.
- The Atlas Corporation

Bidders intending to submit a Bid must be one of the contractors pre-qualified under Request for Qualification No. P-15-190 as listed above.

Any Bids received from Bidders not listed above shall be rejected from further consideration.

2. Electronic Bid Submission

The Region will **ONLY** accept **ELECTRONIC BID SUBMISSIONS** submitted through the Region's Bids and Tenders website.

HARD COPY BID SUBMISSIONS WILL **NOT** BE ACCEPTED.

3. Communications with the Region

To ensure fair consideration and evaluation of Bids, the Region prohibits ex parte or unsolicited communication initiated by Bidders to, or with, any Regional consultants or employees during the tender process, except as provided for in paragraph 6.

Bidders who require accommodations due to a disability should contact the Supplies and Services Branch at 1-877-464-9675 extension 71900 or via email at purchasing@york.ca.

4. Work to be Done

A general, and not necessarily complete or exact, description of the Work is as follows:

Construction of a new six bay, Paramedic Response Station # 19 at 415 Harry Walker Parkway South, Newmarket, Ontario

5. Costs Incurred by Bidders

Bidders shall bear all costs incurred in their preparation and submission of Bids to the Region. No payment will be made for any Bids received, or for any other effort required of, or made by, Bidders prior to the commencement of the Work.

6. Omissions and Discrepancies

If a Bidder finds discrepancies or omissions in the Bid Documents, or if a Bidder is in doubt as to their meaning, the Bidder shall notify the Region's Purchasing Analyst who may provide written clarification to all Bidders in the form of an addendum. The Region's Purchasing Analyst for this Request for Tender is:

Jamie Oakley, Purchasing Analyst, Supplies and Services Branch

Telephone: 1-877-464-9675 ext. 71609

E-mail: jamie.oakley@york.ca | Facsimile: 905-895-6924

7. Addenda

Bidders shall allow for the issuance of addenda during the bidding period.

Any additional information and/or changes to the Bid Documents will be issued in the form an addendum. All addenda will be posted to the Region's Bids and Tenders website.

The Region will notify Bidders of the issuance of addenda via e-mail; however, it is the Bidder's responsibility to ensure that it has downloaded all addenda prior to submitting its Bid. **The Region will not be liable for any misdirected notices of addenda resulting from a Bidders failure to update its contact information in the Region's Bids and Tenders website and/or Bidders failing to check for addenda prior to submitting their Bid.**

Bidders shall acknowledge receipt of all addenda prior to submitting their Bid. Bids that do not contain evidence of receipt of all addenda will be deemed to be "incomplete" and will not be accepted in the Bids and Tenders website.

In the event that an addendum is issued after a Bidder has submitted its Bid, the Region's Bids and Tenders website will change the status of the Bid to "incomplete" and the Bidder will be required to acknowledge the addendum and resubmit its Bid prior to the bid closing date and time.

8. Acceptance or Rejection of Bids

Tenders will be called, received, evaluated, accepted and processed in accordance with the Region's Purchasing Bylaw (the "**Bylaw**"). By submitting a Bid, the Bidder agrees to be bound by the terms and conditions of the Bylaw.

Bidders are advised that, unless otherwise permitted by the Region's Purchasing Bylaw, no Bid will be accepted from, nor shall any contract be awarded to, a Bidder with whom the Region is engaged in Unresolved Litigation and/or any other Bidder that the Region deems, in its sole discretion, is related to a party with whom the Region is engaged in Unresolved Litigation.

The Bylaw can be viewed on the Region's website (<http://www.york.ca>). Paper copies of the Bylaw can be viewed in the Supplies and Services Branch at the York Region Administrative Centre, 17250 Yonge Street, Newmarket, Ontario, between the hours of 8:30 a.m. and 4:30 p.m., Monday to Friday.

The Region reserves the right to reject any or all Bids, including without limitation the lowest Bid, or to accept any Bid that the Region, in its sole discretion, deems appropriate, notwithstanding any custom of the trade to the contrary or anything contained in the Bid Documents.

In the event that the Region, in its sole discretion, deems a Bid or any component of it (i.e. the Estimated Contract Price or the price(s) for any item(s), part(s), section(s) or division(s)) to be unbalanced, the Bid may be deemed to be non-compliant and rejected. For the purpose of this provision, “unbalanced” means the price submitted, whether it be the Estimated Contract Price or a price for an item, part, section or division, does not reflect reasonable, anticipated costs for the required labour, equipment and materials, plus a reasonable proportionate share of the Bidder’s anticipated overhead and profit, or the Bid creates a reasonable doubt that its acceptance will result in the lowest actual cost to the Region.

The award of the Contract is subject to the approval of the Council of The Regional Municipality of York and the receipt of sufficient funding.

Bidders will not, under any circumstances, have any claims against the Region, including claims for incidental, indirect, special or consequential damages, or any loss of revenue, profit, or business opportunity, which arise out of, or are in any way related to, this tender process, howsoever caused, including, but not limited to, claims arising out of the Region’s rejection of any Bid, or the Region’s failure to award the Contract for any reason, including failure to obtain sufficient funding. In the event that the Region is found liable for damages to any Bidder, such liability shall be limited to the cost of preparation of that Bidder’s Bid.

9. Ability and Experience

The Region reserves the right to not award the Contract to any Bidder who does not furnish evidence, satisfactory to the Region, that it has experience in performing the type of work proposed and that it has sufficient capital and equipment to enable it to successfully complete the Work within the Contract Time.

10. Bid Deposit and Bid Validity

All Bids shall be accompanied by a bid deposit in the amount of \$250,000.00 to act as security for the execution and delivery of the Contract and the provision of the requisite bonds, proof of insurance and all other documents required to be delivered to the Region upon execution of the Contract. The bid deposit shall be in the form of a digital Bid Bond from a recognized guarantee or surety company acceptable to the Region, and authorized by law to do business in the Province of Ontario. The form of Bid Bond acceptable to the Region is attached as Schedule A to the Bid Documents. **Failure to meet the Region’s bid deposit requirements shall result in rejection of your bid.**

All bid deposits, except those of the Bidders submitting the two lowest compliant Bids, will be returned a maximum of 5 Working Days following the bid closing date. The bid deposits of the Bidders submitting the two lowest acceptable Bids will be returned a maximum of 10 Working Days after the execution of the Contract by the Region.

All prices submitted in the Bid shall be valid and irrevocable for a period of 90 Days after the bid closing date.

If, within 90 Days after the bid closing date, a Bidder has not been notified that its Bid has been accepted, its bid deposit will be returned on demand. The demand by a Bidder for the return of its bid deposit, or the return of a bid deposit by the Region to a Bidder whose Bid has not been accepted, shall constitute the withdrawal or expiry of the validity of the Bid.

11. Bonds

Bidders shall submit a digital Undertaking to Bond with their Bid. The form of Undertaking to Bond acceptable to the Region is attached as Schedule B to the Bid Documents. The Undertaking to Bond shall be from a recognized guarantee or surety company acceptable to the Region, and authorized by law to do business in the Province of Ontario.

The Contractor will be required to provide:

- (a) a Performance Bond for the due completion of the Work in accordance with the terms and conditions of the Contract, in an amount equal to 100% of the Estimated Contract Price and in a form acceptable to the Region; and
- (b) a Labour and Material Payment Bond in an amount equal to 50% of the Estimated Contract Price and in a form acceptable to the Region.

The forms of Performance Bond and Labour and Material Payment Bond acceptable to the Region are attached as Schedules 1 and 2 respectively to the Undertaking to Bond included in the Bid Documents.

Failure to meet the Region's bonding requirements shall result in the rejection of your Bid.

12. Examination of the Site and Designated Substances Notice

A geotechnical investigation has been carried out by Patriot Engineering Ltd. and a copy of the report is included in the Bid Documents, but will not form part of the Contract Documents.

A Site hazard assessment has been conducted and all known designated substances under the *Occupational Health and Safety Act*, RSO 1990, c O.1 are listed in the Pre-Bid Hazard Assessment Form included in the Bid Documents.

The geotechnical report and Pre-Bid Hazard Assessment Form are provided for information purposes only and the Region assumes no responsibility for the correctness or completeness of them.

Bidders must satisfy themselves by personal examination as to the local conditions that may be encountered during the performance of the Work, and shall make their own estimate of the potential Site conditions. Access to the Site may be provided during the bidding period when requested.

Bidders shall not claim, after the submission of their Bid, that there was any misunderstanding of the terms and conditions of the Contract relating to Site conditions.

13. Representations and Warranties (Disclaimer)

The Region makes no representation or warranty; either expressed or implied, in fact or in law, with respect to the accuracy, completeness or appropriateness of the data, materials or documents contained or referenced in the Bid Documents.

14. Bid Submission Process

Bidders must submit their Bids electronically through the Region's Bids and Tenders website. Any Bids which are not received electronically through the Bids and Tenders website will not be accepted by the Region and will be returned to the Bidder unopened.

In the event that a Bidder wishes to revise its Bid after it has been submitted, the Bidder must withdraw its Bid, make the necessary changes, and resubmit its Bid.

The Region accepts no responsibility for any reason whatsoever, including computer system failures of either the Bidder or the Region's service provider, if the Bidder is unable to submit its Bid before the closing date and time, and the Bidder agrees that the Region shall have no liability for delays caused by internet/network traffic, degraded operation or failure of any computer system element, including, but not limited to: any computer system, power supply, telephone or data connection or system or software or browser of any type whatsoever.

It is the sole responsibility of the Bidder to ensure that it can access and exchange data with the Region's service provider's computer systems electronically and that it allows sufficient time to successfully access and share data with the Region's service provider's computer systems, having regard to the possibility of delays caused by internet/network traffic. Bidders are solely responsible for ensuring that they plan their access to the Region's service provider's computer/servers, so that the Bidders can reach the Region's service provider's computers/servers, and submit their bids, before the bid closing date and time.

15. Bid Closing Date and Time

All Bids must be submitted electronically through the Region's Bids and Tenders website, and received by the Region not later than 1:00:00 p.m., local time as established by the Research Council of Canada, on:

November 15, 2016

This date is subject to change via addendum. The closing date and time shall be determined by the Region's Bids and Tenders website clock.

The receipt of Bids can be delayed due to factors such as "internet traffic", file transfer size, transmission speed, etc. The Region therefore recommends that Bidders allow sufficient time to upload their Bid submission, including any attachments.

A Bid will only be considered to have been submitted once it has been received by the Region in its Bids and Tenders website, regardless of when the Bid was submitted by the Bidder.

Bidders will receive a confirmation e-mail from the Region's Bid and Tenders website once they have successfully submitted their Bid. Bidders should not consider their Bid to have been submitted until they have received the confirmation e-mail.

16. Informal Bids

Bids that have not been submitted electronically through the Region's Bids and Tenders website, or are late, incomplete, have no Undertaking to Bond where required, do not contain the required bid deposit in a form acceptable to the Region, are restricted or altered in a way that is not acceptable to the Region, do not provide evidence of receipt of all addenda, depart in some material way from the Drawings and Specifications contained in the Bid Documents, or otherwise fail to conform to the requirements of the Bid Documents, will be deemed to be informal and will be rejected by the Region.

The Region may, in its sole discretion, reject or retain for its consideration Bids which are non-conforming.

17. Unofficial Tender Results

Unofficial tender results will be available after 3:00 p.m. on the bid closing date on the Region's Bids and Tenders website. All Bids received are unofficial until they have been reviewed by the Region for compliance; therefore, the lowest Bid listed on the Bids and Tenders website may not be the lowest compliant Bid for the purpose of awarding the Contract.

18. Black out Period

Bidders shall not initiate communication with any Regional official, consultant or employee with respect to this Request for Tender from the bid closing date up to, and including, the date that the Contract has been awarded (the "**Black Out Period**"). Communication between Bidders and the Region during the Black Out Period may only be undertaken through the Region's Purchasing Analyst. Any communication initiated by a Bidder during the Black Out Period to any Regional official, consultant or employee other than the Region's Purchasing Analyst may be grounds for disqualifying the offending Bidder from consideration for the award of this and/or any future Regional procurements.

19. Execution of Contract

The party to whom the Contract is awarded shall enter into a formal contract with the Region, and forming part of that Contract will be Contract Documents as listed in Article A-2 – Contract Documents of the Articles of Agreement.

The Region will deliver the Contract to the party to whom the Contract is awarded, and that party shall execute the Contract and furnish the bonds, proof of insurance and all other documents required to be provided to the Region upon the execution of the Contract, not later than 8 Working Days after the date of delivery.

SCHEDULE A

BID BOND

BOND NO. _____

\$250,000.00

KNOW THEREFORE ALL MEN BY THESE PRESENTS that _____
(hereinafter called the "Principal") and _____ a corporation
created and existing under the laws of _____ and duly authorized
to transact the business of Suretyship in _____, (hereinafter called
the "Surety") are held and firmly bound unto The Regional Municipality of York (hereinafter called the
"Obligee"), in the amount of two hundred and fifty thousand dollars (\$250,000.00) lawful money of Canada, for
the payment of which sum, well and truly to be made, the Principal and the Surety bind themselves and their
respective heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these
presents.

WHEREAS the Principal has submitted a written tender or proposal to the Obligee for Contract No. T-16-11 for
the construction of the new Paramedic Response Station # 19 at 415 Harry Walker Parkway South, Newmarket,
Ontario.

NOW THEREFORE, the condition of the foregoing obligation is such that, if the Principal shall have the tender or
proposal accepted within the period of irrevocability of the tender, as may be amended by addenda issued by
the Obligee, the said Principal will, within the time required, enter into a formal contract with the Obligee in a
form satisfactory to the Obligee, (hereinafter called the "Contract"), and give the specified security to secure
the performance of the terms and conditions of the Contract, then this obligation shall be void; otherwise the
Principal and the Surety will pay unto the Obligee the difference in money between the amount of the bid of
the said Principal and the amount for which the Obligee legally contracts with another party to perform the
work if the latter amount be in excess of the former.

The Surety shall not be liable for a greater sum than the specified penalty of this Bond. Any suit under this
Bond must be instituted before the expiration of six months from the date of this Bond.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto affixed their corporate seals and caused
their presents to be signed by their duly authorized officers.

DATED THIS _____ day of _____, _____.

Name – Surety

c/s

Signature and Signing Authority

Name – Principal

c/s

Signature and Signing Authority

SCHEDULE B
UNDERTAKING TO BOND
CONTRACT NO. T-16-11

TO: THE REGIONAL MUNICIPALITY OF YORK (the "Region")

AND TO: _____ (the "Contractor")

We, the undersigned, hereby undertake and agree to become bound as Surety for the Contractor in:

- (a) a Performance Bond totaling 100% of the Estimated Contract Price and conforming to the form of Performance Bond attached hereto as Schedule 1; and
- (b) a Labour and Material Payment Bond totaling 50% of the Estimated Contract Price and conforming to the form of Labour and Material Payment Bond attached hereto as Schedule 2,

if the bid for the construction of the new Paramedic Response Station # 19 at 415 Harry Walker Parkway South, Newmarket, Ontario is accepted by the Region.

If the above-mentioned bid is accepted, the undersigned will execute the bonds within 8 Working Days of notification of acceptance of the bid.

DATED this _____ day of _____, _____.

Name - Surety Company

(Company Seal)

Signature of Authorized Person Signing for Surety

I have authority to bind the Corporation

SCHEDULE 1 TO UNDERTAKING TO BOND

FORM OF PERFORMANCE BOND

BOND NO. _____

KNOW THEREFORE ALL MEN BY THESE PRESENTS that _____ (hereinafter called the "Principal") and _____ a corporation created and existing under the laws of _____ and whose principal office for Canada is located in the _____ (hereinafter called the "Surety") are held and firmly bound unto The Regional Municipality of York (hereinafter called the "Obligee") in the amount of \$_____ lawful money of Canada, for the payment of which sum, well and truly to be made, the Principal and the Surety bind themselves and their respective heirs, legal representatives, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS the Principal has entered into a contract with the Obligee dated the _____ day of _____, 20__ for Contract No. _____ which by reference hereto is made a part hereof as fully to all intents and purposes as though recited in full herein and which contract as amended, supplemented or modified from time to time is hereinafter called the "Contract".

NOW THEREFORE, the condition of the foregoing obligation is such that, if the Principal shall well and truly observe and perform all the obligations of the Contract on the part of the Principal to be observed and performed, then this obligation shall be void but otherwise shall remain in full force and effect.

The Surety hereby waives notice of any alteration or extension of time made by the Obligee.

Whenever the Principal shall be, and is declared by the Obligee to be in default under the Contract, the Surety shall:

- (a) if the work is not taken out of the Principal's hands, remedy the default of the Principal;
- (b) if the work is taken out of the Principal's hands and the Obligee directs the Surety to undertake the completion of the work, complete the work in accordance with the Contract provided that if a contract is entered into for the completion of the work:
 - (i) such contract shall be between the Surety and the completing contractor and subject to the terms and conditions of this Bond; and
 - (ii) the selection of the completing contractor shall be subject to the approval of the Obligee; and
 - (iii) the Surety shall be entitled to the monies representing the balance of the contract price in discharging its obligation. The term "balance of the contract price", as used in this paragraph, shall mean the total amount payable by the Obligee to the Principal under the Contract, less the amount properly paid by the Obligee to the Principal.
- (c) Recognize that time is of the absolute essence in rectifying such default and shall, in addition to its other obligations hereunder, meet with the Obligee within 48 hours to explore methods of completing the work under the Contract. If requested to do so by the Obligee, the Surety shall appoint an emergency replacement construction contractor satisfactory to the Obligee for the purposes of ensuring services, works, construction methods, safeguards,

environmental protection and public safety are maintained and, further, to ensure to whatever extent possible that the work shall proceed with minimal interruption. Such emergency replacement construction contractor shall remain in place for a period of 35 days from the date of the Principal's default, which time may be extended upon mutual agreement between the Obligee and the Surety, during which time a permanent solution under paragraph (a) or (b) shall be implemented. If the Surety fails to respond in accordance with its obligations under this bond, the Obligee may proceed to make arrangements to complete the Contract and the Surety shall assume financial responsibility for the cost of completion in excess of the balance of the contract price as defined in paragraph (b) (iii) above.

No action shall be instituted by the Obligee herein against the Surety pursuant to these presents after the expiration of two years from the date upon which final payment under the Contract is made.

In no event shall the Surety be liable for a greater sum than the specified penalty of this bond.

The Surety shall be liable as Principal and nothing of any kind or matter whatsoever shall operate as a discharge or release of the liability of the Surety notwithstanding any law or usage relating to the liability of sureties to the contrary, until all obligations of the Contract have been observed and performed.

In witness whereof, the Principal and Surety have hereunto affixed their corporate seals and caused their presents to be signed by their duly authorized officers.

DATED THIS _____ day of _____, 20_____.

c/s

Name - Surety

Name:

Title:

Address for Service:

c/s

Name - Principal

Name:

Title:

SCHEDULE 2 TO UNDERTAKING TO BOND
FORM OF LABOUR AND MATERIAL PAYMENT BOND

BOND NO. _____

KNOW THEREFORE ALL MEN BY THESE PRESENTS that _____
(hereinafter called the "Principal") and _____ a
corporation created and existing under the laws of _____ and whose
principal office for Canada is located in the _____
(hereinafter called the "Surety") are held and firmly bound unto The Regional Municipality of York
(hereinafter called the "Obligee") for the use and benefit of the Claimants and each of their heirs,
executors, administrators, successors and assigns, in the amount of \$ _____,
lawful money of Canada, for the payment of which sum, well and truly to be made, the Principal and
the Surety bind themselves and their respective heirs, legal representatives, successors and assigns,
jointly and severally, firmly by these presents.

WHEREAS the Principal has entered into a contract with the Obligee dated the _____ day of
_____, 20___ for Contract No. _____ which by reference hereto is made a part
hereof as fully to all intents and purposes as though recited in full herein and which contract as
amended, supplemented, modified or restated from time to time is hereinafter called the "Contract".

NOW THEREFORE, the condition of the foregoing obligation is such that, if the Principal shall make
payment to all Claimants for all labour and material used or reasonably required for use in the
performance of the Contract, then this obligation shall be void but otherwise shall remain in full force
and effect.

A Claimant for the purpose of this Bond is defined as one having a direct contract with the Principal
for labour, material, or both, used or reasonably required for use in the performance of the Contract,
labour and material being construed to include that part of water, gas, power, light, heat, oil,
gasoline, telephone service or rental equipment directly applicable to the Contract provided that a
person, firm or corporation who rents equipment to the Principal to be used in the performance of
the Contract under a contract which provides that all or any part of the rent is to be applied towards
the purchase price thereof, shall only be a Claimant to the extent of the prevailing industrial rental
value of such equipment for the period during which the equipment was used in the performance of
the Contract. The prevailing industrial rental value of equipment shall be determined, insofar as it is
practical to do so, in accordance with and in the manner provided for in the latest revised edition of
the publication of the Canadian Construction Association title "Rental Rates on Construction
Equipment" published prior to the period during which the equipment was used in the performance
of the Contract.

The Principal and the Surety, hereby jointly and severally agree with the Obligee, as Trustee, that
every Claimant who has not been paid as provided for under the terms of its contract with the
Principal, before the expiration of a period of 90 days after the date on which the last of such
Claimant's work or labour was done or performed or materials were furnished by such Claimant, may
as a beneficiary of the trust herein provided for, sue on this Bond, prosecute the suit to final judgment
for such sum or sums as may be justly due to such Claimant under the terms of its contract with the
Principal and have execution thereon. Provided that the Obligee is not obliged to do or take any act,
action or proceeding against the Surety on behalf of the Claimants, or any of them, to enforce the

provisions of this Bond. If any act, action or proceeding is taken either in the name of the Oblige or by joining the Oblige as a party to such proceeding, then such act, action or proceeding, shall be taken on the understanding and basis that the Claimants or any of them, who take such act, action or proceeding shall indemnify and save harmless the Oblige against all costs, charges and expenses or liabilities incurred thereon and any loss or damage resulting to the Oblige by reason thereof.

No suit or action shall be commenced hereunder by any Claimant:

- (a) unless such Claimant shall have given written notice within the time limits hereinafter set forth to each of the Principal, the Surety and the Oblige, stating with substantial accuracy the amount claimed. Such notice shall be served by mailing the same by registered mail to the Principal, the Surety and the Oblige, at any place where an office is regularly maintained for the transaction of business by such persons or served in any manner in which legal process may be served in the Province or other part of Canada in which the subject matter of the Contract is located. Such notice shall be given:
 - (i) in respect of any claim for the amount or any portion thereof, required to be held back, from the Claimant by the Principal, under either the terms of the Claimant's contract with the Principal, or under construction lien legislation applicable to the Claimant's contract with the Principal, whichever is the greater, within 120 days after such Claimant should have been paid in full under the Claimant's contract with the Principal;
 - (ii) in respect of any claim other than for the holdback, or portion thereof, referred to above, within 120 days after the date upon which such Claimant did, or performed, the last of the work or labour or furnished the last of the materials for which such claim is made under the Claimant's contract with the Principal;
- (b) after the expiration of 1 year following the date on which the Principal ceased work on the Contract, including work performed under the guarantees provided in the Contract;
- (c) other than in a Court of competent jurisdiction in the Province or District of Canada in which the subject matter of the Contract, or any part thereof, is situated and not elsewhere, and the parties hereto agree to submit to the jurisdiction of such Court.

Any material change in the contract between the Principal and the Oblige shall not prejudice the rights or interest of any Claimant under this Bond, who is not instrumental in bringing about or has not caused such change.

The amount of this Bond shall be reduced by, and to the extent of any payment or payments made in good faith, and in accordance with the provisions hereof, inclusive of the payment by the Surety of construction liens which may be filed on record against the subject matter of the Contract, whether or not claim for the amount of such lien be presented under and against this Bond.

The Surety shall be liable as principal and nothing of any kind or matter whatsoever shall operate as a discharge or release of the liability of the Surety notwithstanding any law or usage relating to the liability of sureties to the contrary.

In witness whereof, the Principal and Surety have hereunto affixed their corporate seals and caused their presents to be signed by their duly authorized officers.

DATED THIS _____ day of _____, 20_____.

c/s

Name - Surety

Name:

Title:

Address for Service:

c/s

Name - Principal

Name:

Title:

PRE-BID HAZARD ASSESSMENT FORM

Name of Project Manager: Vikas More

Contract Number: T-16-11

Name of Person Conducting Assessment: Vikas More

Name of Person or Firm Preparing the Pre-Bid Hazard Assessment Form: Vikas More

Date of Assessment: March 1, 2016

Time of Assessment: 1:00 p.m.

Proposed Work Location: 415 Harry Walker Parkway South, Newmarket, Ontario

Description of work to be done: Construction of the new Paramedic Response Station # 19

Identify all known hazards existing at the time of the hazard assessment	
HAZARDS OF LOCATION (check off if applicable)	UNDERGROUND HAZARDS (check off if applicable)
<input type="checkbox"/> Fall Hazard	<input type="checkbox"/> Cable/Fiber-optics Present
<input type="checkbox"/> Traffic Hazard	<input checked="" type="checkbox"/> Gas Utility Pipelines Present
<input checked="" type="checkbox"/> Site Access Hazard	<input type="checkbox"/> Culvert/Storm Utility Present
<input type="checkbox"/> Open Water Hazard	<input type="checkbox"/> Water/Sewer Utility Present
<input type="checkbox"/> Confined Space Hazard	<input type="checkbox"/> Electrical Utility Present
<input type="checkbox"/> Trench/Excavation Hazard	HAZARDOUS CONDITIONS (check off if applicable)
<input type="checkbox"/> Overhead Electrical Hazard	<input type="checkbox"/> Toxic Gas/Vapour Atmosphere (e.g. hydrogen sulphide, chlorine gas, etc.)
<input type="checkbox"/> Visibility/Obstruction/Glare Hazard	<input type="checkbox"/> Designated Substances Present (e.g. asbestos, arsenic, lead, silica, etc.)
<input type="checkbox"/> Road Elevation/Slope/Hidden Bend	<input type="checkbox"/> Flammable/Combustible Atmosphere (e.g. methane gas, propane gas, etc.)
<input type="checkbox"/> Soil Type/Condition (if applicable)	<input type="checkbox"/> Oxygen Deficient/Enrich Atmosphere (e.g. enclosed space, decay matter)
<input type="checkbox"/> Ice/Snow/Rain/Flooding Hazard	<input type="checkbox"/> Compressed Gas/Pressure Vessels (e.g. gas cylinders, hot boilers/tankers)
<input type="checkbox"/> Soil Contamination (oil, waste, etc.)	<input type="checkbox"/> Physical Forms of Energy (e.g. ionizing radiation, noise/vibration, etc.)
<input type="checkbox"/> Water Contamination (oil, waste, etc.)	<input type="checkbox"/> Biological Exposures (e.g. infectious diseases, microbial contaminants, etc.)
<input type="checkbox"/> Other Hazards (see Comment below)	<input type="checkbox"/> Chemical Exposures (e.g. corrosive acids, caustic soda, cleaning solvents)
Additional Comments: (Other Hazards Known or Existing at the Time of this Hazard Assessment)	

All Contractors must:

- Disclose any additional hazards found onsite prior to, and at any time during, construction to anyone who may be affected by them

- Visit the proposed work location to become familiar with the surroundings and any potential hazards that may be present
- Understand that in any conflict of direction, the Occupational Health and Safety Act and Regulations must take precedence
- Sign this form to acknowledge the hazards identified as existing at the time of this hazard assessment
- Comply with all requirements under the Occupational Health and Safety Act and Regulations

This form is a field observation of the physical conditions existing at the proposed work location at the time of this hazard assessment. The intent of this form is to promote hazard awareness and accident prevention and to inform all Bidders of any actual hazards that exist or may pose a potential problem during construction activities (e.g. power lines, hydro poles, etc.)

This form is only a communication tool and is NOT intended to be a comprehensive account or analysis of all possible hazards present on the project site.

All Bidders shall release and hold harmless the Region, the Consultant, the Local Municipality and their respective directors, officers, council members, partners, agents and employees from and against any claims, demands, losses, costs, damages, actions, suits or proceedings (including by any government agency) arising as a result of any omissions, misrepresentations, inconsistencies, or errors in the information or content stated in this form.

By signing this form, I acknowledge, as the Authorized Representative of the Contractor, the hazards outlined above in this hazard assessment and agree to take every precaution reasonable in the circumstances to protect employees, Subcontractors and visitors from those hazards at all times.

Name of the Contractor (Please print): _____

Address of the Contractor (Please print): _____

Name and Title of Authorized Representative: _____

Signature of the Authorized Representative: _____

T-16-11 - CONSTRUCTION OF PARAMEDIC RESPONSE STATION #19 AT 415 HARRY WALKER PARKWAY SOUTH, NEWMARKET

Opening Date: October-18-16 9:00 AM

Closing Date: November-15-16 1:00 PM

Schedule of Prices

The first table is a Summary Table which shows the various components of the Work.

A red exclamation mark in the right-hand column of the Summary Table indicates that pricing is mandatory for all, or some, of the items under that component of the Work. If the "Mandatory" column reads "Yes", prices must be submitted for all of the items under that component of the Work. If the "Mandatory" column reads "No", the "# of Required Rows" column will indicate the number of items that must be priced under that component of the Work. Those "Mandatory" items will be identified with an asterisk in the pricing table for that component of the Work.

Bidders should insert a price of \$0.00 for any "Mandatory" items for which there is no price, or where the price for that item is included in the price for another item. If an item is "Non-Mandatory" and you are not bidding on it, leave the item blank. Do not enter a price of \$0.00 unless you are prepared to provide the item at no cost to the Region.

If there are multiple pricing tables (i.e. there is more than one component of the Work), you must click on the "Edit" button in the Summary Table for the component of the Work that you wish to bid on in order to access the pricing table for that component of the Work.

Once you have entered your prices for each component of the Work click on the "Save My Bid" button. The sub-total for each component of the Work will appear in the Summary Table.

A green check mark in the right-hand column of the Summary Table indicates that all of the required pricing has been entered for that component of the Work.

All prices submitted shall be in Canadian funds. Prices shall exclude Harmonized Sales Tax ("HST"), but shall include all other taxes and duties, as well as any reduction in the Contractor's operating costs due to rebating of any sales taxes. All work performed under the Contract will be subject to HST only.

Lump Sum Prices

Item #	Item Description	Unit of Measurement	Estimated Quantity	Lump Sum Price *	Total
1	Construction of Paramedic Response Station #19 at 415 Harry Walker Parkway South, Newmarket, Ontario, excluding the work included in Items 2, 3, 4, 5 & 6 and excluding the Cash Allowances	Lump Sum	1		
2	Supply and Installation of all work covered under Specification Section 07 46 19	Lump Sum	1		
3	Supply and Installation of all work covered under Specification Section 08 41 00	Lump Sum	1		
4	Supply and Installation of all Chance Piles on the Site in accordance with Specification Section 31 66 15	Lump Sum	1		
5	Supply and Installation of all electrical work covered under Divisions 26 through 28	Lump Sum	1		
6	Supply and Installation of all Mechanical work covered under Divisions 21 through 25	Lump Sum	1		
Subtotal Contract Amount:					

Cash Allowances

Cash Allowance Description	Unit of Measurement	Estimated Quantity	Cash Allowance	Total
Inspection and Testing	Cash Allowance	1	\$25,000.0000	\$25,000.00
Exterior and Interior Building Signage	Cash Allowance	1	\$25,000.0000	\$25,000.00
Hydro Connection	Cash Allowance	1	\$40,000.0000	\$40,000.00
Supply and installation of IT Cabling	Cash Allowance	1	\$40,000.0000	\$40,000.00
Four-Fold Doors (3)	Cash Allowance	1	\$127,500.0000	\$127,500.00
Gas meter assembly connection	Cash Allowance	1	\$20,000.0000	\$20,000.00
MOECC Application for Generator	Cash Allowance	1	\$7,500.0000	\$7,500.00
Access Gate	Cash Allowance	1	\$20,000.0000	\$20,000.00
York Region Security and CCTV	Cash Allowance	1	\$100,000.0000	\$100,000.00
Subtotal Contract Amount:				\$405,000.0000

Credit for Postponing Commencement of the Construction to April 1, 2017

It is anticipated that the Contract will be awarded to the successful bidder in late December 2016 or early January 2017, and that the Region will issue a notice to commence the Work shortly thereafter.

In the table below, bidders are requested to enter the amount of credit that will be applied to the Contract Price if the notice to commence the Work is postponed to April 1, 2017. The cost savings measure incorporated in this credit may be implemented at the sole discretion of the Region and will not be used in the calculation to determine the low bidder for the purposes of awarding the Contract.

In the event that the Region postpones the issuance of the notice to commence the Work to April 1, 2017, the Contractor will still be required to provide insurance and bonding at the time of execution of the Contract (in late December 2016 or early January 2017), and it is the Region's expectation that the Contractor will commence the non-construction components of the Work (such as shop drawing preparation and submission, obtaining any permits required, ordering of materials, pricing for cash allowance items, etc.) immediately upon execution of the Contract.

I/We submit the following credit to be applied to the Contract Price if the commencement of the Work is postponed to April 1, 2017 at the Region's sole discretion:

We will not be submitting for Credit for Postponing Commencement of the Construction to April 1, 2017

Item	Amount of Credit
Credit for postponing commencement of the Work to April 1, 2017	

Summary Table

Bid Form	Amount
Lump Sum Prices	
Cash Allowances	\$405,000.00
Total Contract Amount:	

Schedule of Subcontractors

The Bidder agrees that the following is a complete list of the Subcontractors that will be used in the performance of the Work. The employment of Subcontractors other than those listed below will not be permitted without prior written authorization from the Region.

The Bidder acknowledges that all Subcontractors whom it proposes to use to carry out any of the Work, who are non-resident in Ontario or Canada, will be required to obtain a GST/HST Registration Number before they commence any work under the Contract.

The use of "TBD", "TBA", "To Be Determined", "To Be Announced" or any similar terminology is not acceptable and may result in the rejection of your Bid.

Subcontractors

Type Of Work	Subcontractor Firm Name

Documents

Document Format

Please refer to the Digital Bonds and Digital Bonding Requirements sections below for instructions regarding Bonds. Please ensure that all Digital Bonding Requirements have been met before uploading your Bonds.

Documents being uploaded should:

- 1. be in Adobe pdf format; and
- 2. NOT have a security password

It is the Bidder’s sole responsibly to ensure that their uploaded document(s):

- 1. are not defective, corrupted or blank; and
- 2. can be opened and viewed by the Region

The Region may reject any Bid that contains documents that cannot be opened and verified by the Region.

Bidders may only upload one (1) file/folder for each required document (e.g. one file/folder for the Bid Bond; one file/folder for the Undertaking to Bond). **The maximum single file/folder upload size is 500 MB.** To reduce the size of a single file/folder, or to combine multiple files into a single folder for upload, Bidders should compress (zip) their file(s)/folder(s) as described below.

Compressing (Zipping) Files/Folders

To compress (zip) a single file or folder:

1. Locate the file/folder that you wish to compress (zip)
2. Right-click on the file/folder, select "Send to", then click on "Compressed (zipped) folder".

A new compressed (zipped) folder will be created in the same location as the original file. To rename the compressed (zipped) folder, right-click on it, click on "Rename" and enter the new name.

To compress (zip) multiple files into a single folder:

1. Locate and select the files/folders that you wish to combine
2. With all of the files selected, right-click, select "Send to", then click on "Compressed (zipped) folder".

A new compressed (zipped) folder will be created in the same location as the original files. To rename the compressed (zipped) folder, right-click on it, click on "Rename" and enter the new name. If you are uploading a compressed (zipped) folder containing more than one (1) document, please ensure that each document is named appropriately (e.g. a compressed (zipped) folder titled "Undertaking to Bond" may contain the documents titled "Undertaking to Bond", "Schedule 1 to Undertaking to Bond" and "Schedule 2 to Undertaking to Bond").

Uploading Documents

To upload a document:

1. Click on the "Browse" button to locate the file/folder on your computer or network
2. Click on the "Upload" button

After the file/folder has been successfully uploaded, a link to the document will appear on the screen, along with the date and time that it was uploaded.

If you need to remove an uploaded document, click on the "Remove" button next to the document name.

Digital Bonds

The Bidder shall submit the following documents as part of its on-line Bid submission:

A digital Bid Bond in the amount of \$250,000.00. The form of Bid Bond acceptable to the Region is attached as Schedule A to the Bid Documents.

A digital Undertaking to Bond. The form of Undertaking to Bond acceptable to the Region is attached as Schedule B to the Bid Documents. The forms of Performance Bond and Labour and Material Payment Bond acceptable to the Region are attached as Schedules 1 and 2 respectively to the Undertaking to Bond included in the Bid Documents.

The Region's requirements with respect to bonding are specific to the Region and may not be met by the use of other industry-accepted forms. Bidders are required to use the Region's approved forms in order to ensure that all Regional bonding requirements are met.

If you receive your digital Bid Bond and Undertaking to Bond in one .pdf document you should upload the complete document in both the Bid Bond field and the Undertaking to Bond field on the Bonding tab. DO NOT split the document into two separate

documents.

Digital Bonding Requirements

The Bid Bond and Undertaking to Bond must be in an acceptable digital format and shall be from a recognized guarantee or surety company acceptable to the Region, and authorized by law to do business in the Province of Ontario.

For a bond to be an acceptable digital bond it must meet all of the following requirements*:

Include a method of authentication that confirms 'Integrity of Content' – The bond shall include assurances that the document received is the true document executed and the content has not been changed or altered. All instructions for accessing authentication shall be included with the uploaded bonds.

Be Verifiable/Enforceable – The bond shall include assurances that the document was duly executed by the parties identified and that it is enforceable in law. This requires the use of a third party digital service provider.

Be Digitally Executed - The bond must contain digital signatures and digital seals. A scanned copy of a paper bond is not an acceptable digital bond.

*The Region reserves the right to contact the Bidder's third party digital service provider directly in order to authenticate the digital bond.

The Bidder and its Surety Company should refer to the e-bonding information on the Surety Association of Canada's website which includes:

1. A Checklist of Industry Requirements for e-Bonding Solutions which sets out the requirements for digital bonds
2. A list of third parties that provide on-line surety digital bond services such as Mobile Bonds or Xenex Enterprises.

The Region does not endorse or promote any third party digital service provider.

Failure to meet the Region's bonding requirements shall result in the rejection of your Bid.

- Bid Bond (Digital Bond) (required)
- Undertaking to Bond (Digital Bond) (required)

Terms and Conditions

The Bidder, by submitting this Bid, offers to enter into a contract with the Region to perform the Work described in the Bid Documents, do and fulfill everything indicated in the Contract, and complete the Work strictly in accordance with the Contract Documents within the Contract Time at the unit and lump sum prices submitted in the Schedule of Prices. The Bidder acknowledges that if this Bid is accepted, the Schedule of Prices will be inserted as Schedule A to the Articles of Agreement.

The Bidder acknowledges that the quantities included in the Schedule of Prices are an estimate of the Region's requirements and there is no guarantee that the full quantities of products or work will be required or purchased. The Bidder agrees that in the event that Contract requirements exceed the tender quantities, payment for those item(s) exceeding the tender quantities will be made at the tendered price(s) for the item(s).

The Bidder confirms that all prices submitted are in Canadian funds.

The Bidder confirms that its prices exclude Harmonized Sales Tax ("HST"), but include all other taxes and duties, as well as any reduction in the Contractor's operating costs due to rebating of any sales taxes. The Bidder agrees that all work performed under the Contract will be subject to HST only.

The Bidder agrees that this Bid shall remain open for acceptance, and that the prices will remain firm and unchanged, for the irrevocability period specified in the Bid Documents and the Region may at any time within this period, accept this Bid regardless of whether any other Bid has been previously accepted or not.

The Bidder acknowledges that if its Bid is accepted and the Bidder fails to properly execute and return the Contract, in triplicate, to the Region, or fails to deliver the bonds, proof of insurance and all other documents required to be delivered to the Region upon execution of the Contract, within 8 Working Days of the date of delivery of the Contract to the Bidder, or if the Bidder withdraws its Bid, the Region may, at its option, consider that the Bidder has abandoned its Bid and the acceptance by the Region shall be null and void and:

- (a) the Region may retain the proceeds of the bid deposit as liquidated damages; and
- (b) the Bidder shall immediately pay to the Region the difference between the amount of the Bidder's Bid and any other Bid that the Region accepts if the other Bid is for a greater amount and any costs that the Region incurs by reason of recalling the Bids.

In addition, the Bidder shall indemnify and hold harmless the Region, its Council members, employees, successors and assigns, from and against all actions, claims, demands, losses, costs, damages, suits or proceedings whatsoever which may be brought against or made upon the Region and against all losses, liabilities, judgments, claims, suits, demands or expenses which the Region may sustain, suffer or be put to resulting from, or arising out of, the undersigned's withdrawal of its Bid or failure to execute the Contract.

The Bidder agrees that if this Bid is accepted, and the Bidder is non-resident in Ontario or Canada, it shall obtain a GST/HST Registration Number prior to commencement of the Work.

The Bidder confirms that it has the necessary experience, skill and expertise required to fulfill the obligations, duties, liabilities and responsibilities of the Contractor under the Contract.

The Bidder declares that no person, firm or organization, other than the Bidder, has any interest in this Bid or in the proposed contract for which this Bid is submitted.

The Bidder declares that this Bid is made without any connection to, comparison of figures against, arrangement with, or knowledge of, any other corporation, firm or person submitting a Bid and is in all respects fair and without collusion or fraud.

The Bidder agrees that no member of Regional Council, or officer or employee of the Region is, will be, or has become, interested directly or indirectly, as a contracting party, partner, stockholder, surety or otherwise, in the performance of the Contract, or in any portion of the profit thereof, or any supplies to be used therein, or in any of the monies to be derived therefrom.

The Bidder confirms that it has examined the Site and the Bid Documents and is fully informed as to the nature of the Work and conditions relating to its performance.

The Bidder acknowledges that any reports made available by the Region were compiled for the use of the Region and no responsibility will be assumed by the Region for the correctness or completeness of the reports.

The Bidder acknowledges that it has received information regarding the Region's Contractor/Constructor Program and Safety Guideline and is aware of the hazards identified in the Region's Pre-Bid Hazard Assessment Form. The Bidder agrees to execute all of the documentation required under the Region's Contractor/Constructor Program and Safety Guideline at the pre-construction meeting and to comply with the Occupational Health and Safety Act, RSO 1990, c O.1 and regulations.

The Bidder declares and confirms that it is not engaged in Unresolved Litigation with the Region as of the date of submission of this Bid.

If the Bidder is an incorporated company, the Bidder represents to the Region that:

(a) the Bidder is a corporation validly subsisting under the laws of Ontario and has full corporate power and capacity to enter into this Bid and any documents arising from this Bid; and

(b) all necessary corporate action has been taken by the Bidder to authorize the execution and delivery of this Bid.



The Bidder agrees to be bound by all terms and conditions contained in the Bid Documents, and the person named below has the authority to submit this Bid on behalf of the Bidder and has the authority to bind the Bidder.

Privacy and Information

All Bids are subject to the provisions of the *Municipal Freedom of Information and Protection of Privacy Act*, RSO 1990, c M.56 ("**MFIPPA**"). In accordance with MFIPPA, the personal information provided by Bidders in response to this Request for Tender is being collected under the authority of the *Municipal Act, 2001*, SO 2001, c 25 and will be used exclusively in the selection process. All Bids submitted shall become the property of the Region. In accordance with the requirements of MFIPPA, Bidders shall identify in their Bid any specific scientific, technical, commercial, proprietary, or similar confidential information, the disclosure of which could cause them injury. Complete Bids shall not be identified as confidential. Should you have any questions in this regard, please contact the Region's Information and Privacy Officer in the Clerk's Branch at 1-877-464-9675 extension 71302.

Does your Bid include any specific scientific, technical, commercial, proprietary, or similar confidential information, the disclosure of which could cause you injury?

Yes No

Acknowledgement of Receipt of Addenda

The Bidder shall acknowledge receipt of addenda by checking the boxes in the "**I have reviewed the below addendum and attachments (if applicable)**" column below. Bids that do not contain evidence of receipt of all addenda will be deemed to be "INCOMPLETE" and will not be accepted in the Bids & Tenders website.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
T-16-11 ADDENDUM 3 Wed October 26 2016 11:40 AM	<input type="checkbox"/>	1
T-16-11 ADDENDUM 2 Mon October 24 2016 08:12 AM	<input type="checkbox"/>	2
T-16-11 ADDENDUM 1 Wed October 19 2016 12:53 PM	<input type="checkbox"/>	1

The Bidder acknowledges and agrees that the addenda listed above form part of the Bid Documents.