



**The Regional Municipality of York**

**Corporate Services Department  
Property Services Branch**

**REQUEST FOR TENDER NO. RFTC-604-22-10**

**Construction of New Paramedic Response Station #32**

**53 Jacob Keffer Parkway, Vaughan**

**INSTRUCTIONS TO BIDDERS**

Accommodation requests under the AODA should be directed to the Procurement Office at 1-877-464-9675 extension 71900 or via email at [purchasing@york.ca](mailto:purchasing@york.ca).

## DEFINITIONS

The following definitions shall apply to the Bid Documents only:

**AODA** means the *Accessibility for Ontarians with Disabilities Act, 2005*, SO 2005, c. 11

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

**Bid Documents** consist of the Instructions to Bidders, Bid Form, Stipulated Price Contract CCDC 2 - 2008, Amendments to Stipulated Price Contract CCDC 2 - 2008, 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 and, as the context may suggest, refers to a potential Bidder

**Business Day** means any Day except Saturdays, Sundays and statutory holidays in the Province of Ontario

**Closing Time** means the Bid Closing Date as identified on the Bidding Website

**Confidential Information** means all proprietary, confidential and non-publicly available information provided by or on behalf of the Region to Bidders, whether in oral, written, graphic, schematic or electronic form

**Conflict of Interest** means any situation or circumstance where, in relation to the performance of its obligations under the Contract, the Bidder's other commitments, relationships or financial interests (i) could or could be seen to exercise an improper influence over the objective, unbiased, and impartial exercise of its independent judgement; or (ii) could or could be seen to compromise, impair, or be incompatible with the effective performance of its obligations under the Contract.

**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 CCDC 2 Stipulated Price Contract (2008), Amendments to CCDC 2 Stipulated Price Contract (2008), Specifications, Drawings, Addenda, Change Orders and such other documents as are listed in Article A-3 - Contract Documents and Reference 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 Agreement Between Owner and Contractor of the Stipulated Price Contract, CCDC-2 2008 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

**may** and **should** as used in the Bid Documents reflect a permissive requirement

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

**Region** means The Regional Municipality of York

**Regional Council** means the Council of The Regional Municipality of York

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

**shall** and **must** as used in the Bid Documents reflect a mandatory requirement

**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

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

# INSTRUCTIONS

## 1. Scope of Work

The Region is inviting Bids from qualified contractors to provide goods and services with respect to the Work.

The Work includes, but is not limited to, the construction of new paramedic response station #32 at 53 Jacob Keffer Parkway, Vaughan.

## 2. Pre-Qualified Contractors

The following is a list of pre-qualified contractors that have been approved to bid on this Request for Tender (“**RFT**”) under Request for Pre-Qualification No. PQ-20-26:

- Remo General Contracting Ltd.
- Aquicon Construction Co. Ltd.
- Percon Construction Inc.
- M.J. Dixon Construction Limited
- Atlas Constructors Inc.
- Matheson Constructors Limited
- Maystar General Contractors Inc.
- Chandos Construction Ltd.

Bidders intending to submit a Bid must be one of the contractors pre-qualified under Request for Qualification No. PQ-20-26 as listed above.

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

## 3. Certificate of Recognition (COR™) Safety Program

The Region has implemented the Certificate of Recognition (COR™) safety program, endorsed by the Infrastructure Health and Safety Association (IHSA), as a requirement on Regional construction projects.

The Region will only accept Bids from Bidders who:

- (a) are COR™ certified;
- (b) have obtained a Letter of COR™ Equivalency issued by the IHSA (COR™ Equivalency); or
- (c) have obtained a valid Letter of Reciprocity issued by the IHSA, indicating that they are in the process of obtaining COR™ Equivalency. A copy of the valid Letter of Reciprocity must be submitted with the Bid.

Any Bids received from Bidders who are not COR™ certified, who have not obtained COR™ Equivalency or who have not submitted a valid Letter of Reciprocity shall be rejected from further consideration.

For further details about COR™ including the certification process and fees, please contact the Centre for Health and Safety Innovation at 1-800-263-5024 or visit their website at [www.ihsa.ca/cor](http://www.ihsa.ca/cor).

#### **4. COVID-19**

The Contractor will be required to comply with all legislative amendments, controls, regulations, requirements and orders that were or are issued by the Government of Canada, the Province of Ontario, the Region or other municipal authority in response to the global pandemic of the virus leading to COVID-19 including any resurgence or mutation thereof.

In submitting its Bid, the Bidder shall be deemed to have considered all legislative amendments, controls, regulations, requirements and orders that were issued, prior to bid closing, by the Government of Canada, the Province of Ontario, the Region or other municipal authority in response to the global pandemic of the virus leading to COVID-19, including any impacts such legislative amendments, controls, regulations, requirements and orders could have on the Bidder's pricing, and the Estimated Contract Price is deemed to include all costs associated with the foregoing.

#### **5. Electronic Monitoring Policy**

The Region has implemented an [Electronic Monitoring Policy](#), as may be amended from time to time. This policy outlines when and how employees and contractors may be electronically monitored while performing work-related duties and activities or while using Regional assets, equipment, systems or information. More information, including a copy of the policy, can be found by accessing the link in this section.

#### **6. Electronic Bid Submission**

The Region will **ONLY** accept **ELECTRONIC BID SUBMISSIONS** submitted through the Region's Bids and Tenders website at <https://bids.york.ca> (the "**Bidding Website**").

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

#### **7. Contact for Technical Issues**

Bidders that encounter technical issues with the Bidding Website should email [support@bidsandtenders.ca](mailto:support@bidsandtenders.ca) and copy the Purchasing Analyst identified in paragraph 8.

#### **8. Region's Purchasing Analyst**

The Region's Purchasing Analyst for this RFT is:

Michelle Doiron, Senior Purchasing Analyst, Procurement Office  
Telephone: 1-877-464-9675 ext. 71720  
E-mail: [michelle.doiron@york.ca](mailto:michelle.doiron@york.ca)

**9. Costs Incurred by Bidders**

Bidders shall bear all costs incurred in their preparation and submission of Bids to the Region. The Region will not make any payment for any Bids received, or for any other effort required of, or made by, Bidders prior to the commencement of the Work.

**10. 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 paragraphs 7 and 11.

**11. Questions and Clarifications**

**Questions related to this RFT shall be submitted to the Region through the Bidding Website by clicking on the 'Submit a Question' button.**

Bidders shall seek clarification of any matter that they consider unclear before submitting a Bid. The Region is not responsible for any misunderstanding of this RFT on the part of the Bidder.

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 submit its question or concern using the 'Submit a Question' feature in the Bidding Website. The Region shall make reasonable efforts to provide Bidders with written responses to questions that are submitted during the bidding process, subject to the provisions of this paragraph. Questions and answers will be distributed in the form of an addendum. The Region may, in its sole discretion:

- Edit the question(s) for clarity;
- Exclude questions that are either unclear, irrelevant or inappropriate;
- Answer similar questions from various Bidders only once; and
- Not answer questions received less than 5 Business Days prior to the Closing Time.

No employee or agent of the Region is authorized to amend or waive the requirements of this RFT in any way unless the amendment or waiver is issued in an addendum. Under no circumstances shall Bidders rely upon any information or instructions from the Region, its employees, or its agents, unless the information or instructions are provided in writing in the form of an addendum.

**12. 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 of an addendum. All addenda will be posted to the Bidding 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 Bidding 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 Bidding Website.

In the event that an addendum is issued after a Bidder has submitted its Bid, the Bidding 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 Closing Time. The Region recommends that after submitting its Bid, the Bidder checks for addenda up until the Closing Time.

### **13. 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.

Bidders must be prepared to present evidence of their experience, ability, service facilities and financial standing necessary to satisfactorily meet the requirements set forth or implied in this RFT if requested by the Region.

### **14. Irrevocability Period**

All prices submitted in the Bid shall be valid and irrevocable for a period of 60 Days after the Closing Time.

### **15. Bid Deposit**

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. **Failure to meet the Region's bid deposit requirements shall result in rejection of your bid.**

### **16. 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. The Undertaking to Bond shall be from an insurance or surety company licensed under the *Insurance Act*, RSO 1990, c. I.8, as amended, acceptable to the Region.

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 form of Performance Bond acceptable to the Region is Form 32 – Performance Bond under Section 85.1 of the Construction Act, which can be found at <http://ontariocourtforms.on.ca/en/construction-lien-act-forms/>.

The form of Labour and Material Payment Bond acceptable to the Region is Form 31 – Labour and Material Payment Bond under Section 85.1 of the Construction Act, which can be found at <http://ontariocourtforms.on.ca/en/construction-lien-act-forms/>.

The bonds shall be issued by the same insurance or surety company that issued the Undertaking to Bond or an alternate insurance or surety company that meets the criteria set out above.

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

#### **17. Examination of the Site and Designated Substances Notice**

Site investigations have been conducted and copies of the following reports are included in the Bid Documents, but will not form part of the Contract Documents:

- Hydrogeological Assessment – 53 Jacob Keffer Parkway, Vaughan, Ontario dated January 18, 2021, prepared by S2S Environmental Inc.
- Geotechnical Investigation – Proposed Paramedic Response Station, 53 Jacob Keffer Parkway, Concord, Ontario dated January 9, 2020, prepared by Sola Engineering Inc.
- Phase One Environmental Site Assessment – 53 Jacob Keffer Parkway, Vaughan, Ontario dated November 20, 2019, prepared by S2S Environmental Inc.
- Stage 1 Archaeological Assessment, 53 Jacob Keffer Parkway, Vaughan, Ontario dated November 25, 2020, prepared by ASI
- Soil Management Plan dated December 20, 2022, prepared by Envision Consultants Ltd.
- Environmental Soil Characterization Memo dated December 20, 2022, prepared by EnVision Consultants Ltd.
- FSR & Stormwater Management Report dated March 16, 2021, prepared by MGM Consulting Inc.

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-Work Hazard Assessment Form attached as Schedule C.

The documents listed above, including the geotechnical report and Pre-Work Hazard Assessment Form are provided for information purposes only and the Region assumes no responsibility for their correctness or completeness.



Prior to submitting a Bid, Bidders shall thoroughly acquaint themselves with the Bid Documents and carefully examine the Site where the Work will be performed, to fully inform themselves of the existing conditions and limitations. 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.

## **18. Errors & Omissions**

The Region shall not be held liable for any errors or omissions in any part of this RFT. While the Region has used reasonable efforts to ensure an accurate representation of information in this RFT, the information contained in this RFT is supplied solely as a guideline for Bidders. The Region does not guarantee or warrant that the information is accurate, comprehensive or exhaustive. Nothing in this RFT is intended to relieve Bidders from forming their own opinions and conclusions with respect to the matters addressed in this RFT. Information provided in this RFT is relied upon or acted upon by Bidders solely and exclusively at their own risk.

## **19. Bid Submission Process**

Bidders must submit their Bids electronically through the Bidding Website. Any Bids which are not received electronically through the Bidding 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 before the Closing Time.

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 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 Closing Time.

## **20. Closing Time**

All Bids must be submitted electronically through the Bidding Website and received by the Region not later than the Closing Time.

The Closing Time shall be determined by the Bidding Website clock and is subject to change via addendum.

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 Bidding Website, regardless of when the Bid was submitted by the Bidder.

Bidders will receive a confirmation e-mail from the Bidding 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.

## **21. Procurement Bylaw**

Bids will be called, received, evaluated, accepted and processed in accordance with the Region’s [Procurement Bylaw](#) and all applicable protocols (the “**Bylaw**”) as amended or replaced from time to time. By submitting a Bid, the Bidder agrees to be bound by the terms and conditions of the Bylaw.

## **22. Suspended Suppliers**

The Region will not open Bids received from Bidders that have been suspended pursuant to the Supplier Suspension Protocol.

## **23. Acceptance and Rejection of Bids**

The Region reserves the right to reject any or all Bids, in whole or in part, including without limitation the lowest Bid, and/or to waive any technical defects, irregularities and omissions if, in so doing, the best interests of the Region will be served.

The Region also reserves the right, in its sole discretion, to reject or retain for its consideration Bids which are non-conforming because they do not contain the content or form required by this RFT or fail to comply with the submission process set out in this RFT.

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.

If only one compliant Bid is received and the Bid is over budget, the Region reserves the right to enter into negotiations with the Bidder for the purpose of awarding a Contract that is within budget, which may include amending the scope of Work.

## **24. Informal Bids**

Bids that have not been submitted electronically through the Bidding 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.

## **25. Conflicts of Interest**

Bidders shall declare, in their Bid, all conflicts of interest, or any circumstance that may be reasonably perceived as a conflict of interest, which exists now, or may exist in the future. Failure to comply with this requirement will render the Bid non-compliant and will cause the Bid to be rejected.

The Region may, in its sole discretion, waive any and all actual, potential, or perceived conflicts of interest, on such terms and conditions as the Region, in its sole discretion, considers to be required to satisfy itself that any actual, potential or perceived conflict of interest has been appropriately managed, mitigated and minimized. In this regard the Region may require the Bidder to implement measures or take other steps to manage or mitigate the impact of any actual, potential or perceived conflict of interest.

The Region also reserves the right to disqualify from further consideration Bids which, in the Region's opinion, demonstrate a conflict of interest.

## **26. Evaluation of Bids**

The Region will conduct its evaluation of Bids in the following stages:

### **Stage 1 – Compliance Review**

The Region will review Bids to determine whether they comply with the technical requirements specified in the Bid Documents including, but not limited to, the following:

- Confirming the Bidder is COR™ certified, has obtained COR™ Equivalency or has submitted a valid Letter of Reciprocity
- Confirming the Bidder has submitted an acceptable Bid Bond and Undertaking to Bond

### **Stage 2 – Unsealing Prices**

Once the compliance review is complete, the Region will unseal the pricing for all compliant Bids.

## **27. Blackout Period**

Bidders shall not initiate communication with any Regional official, consultant or employee with respect to this RFT from the Closing Time up to, and including, the date that the Contract has been awarded (the “**Blackout Period**”) or the RFT has been cancelled. Communication between Bidders and the Region during the Blackout 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.

## **28. Lobbying Prohibited**

Bidders, including their Subcontractors, consultants, agents, officials and employees shall not engage in any form of political or other lobbying whatsoever with respect to this RFT or seek to influence the outcome of the RFT process. This anti-lobbying clause applies to communications with all members of Regional Council, members of local municipal councils within the Region, and their respective staff members or their appointees. If any Bidder or related party is found to be engaging in lobbying, the Region will reject the Bidder's Bid without further consideration and terminate that Bidder's right to continue in the RFT process. All correspondence or contact by Bidders with the Region with respect to this RFT must be through the 'Submit a Question' feature on the Bidding Website or directly, and only, with the Region's Purchasing Analyst.

The anti-lobbying clause applies from the release date of this RFT until the date and time when the Contract has been awarded or this RFT has been cancelled.

The anti-lobbying clause shall not be construed as prohibiting any activity which is duly authorized as part of the RFT process, including any public deputations that may be made to a Regional Committee or Council in accordance with the Region's Procedural Bylaw.

## **29. Award of Contract**

The award of the Contract is subject to the approval of Regional Council or its authorized delegate 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, the 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. The Region does not, by issuing this RFT or by any communication or documentation made or provided in connection with this RFT, incur any duty of care or contractual obligation to any Bidder and expressly disclaims any liability or obligation to any Bidder in connection with this RFT.

Each Bid shall be submitted with the understanding that the acceptance of the Bid in writing by the Region, within the irrevocability period specified in the RFT, shall constitute a Contract between the Bidder and the Region, which shall bind the Bidder, on its part, to furnish and deliver the Work at the prices submitted and in accordance with the terms and conditions of the Contract, at the Contract Price.

**30. 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-3 – Contract Documents and Reference Documents of the Agreement Between Owner and Contractor of the Stipulated Price Contract, CCDC-2 2008.

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 Business Days after the date of delivery.

**31. Non-Exclusive**

Any Contract awarded as a result of this RFT will be non-exclusive. The Region may at its sole discretion, purchase the same or similar services from other sources during the term of the Contract.

**32. Confidentiality**

Bidders shall not divulge any Confidential Information communicated to, or acquired by, the Bidder or disclosed by the Region in the course of this RFT process without the prior written consent of the Region. The Region reserves the right to disqualify from the RFT process any Bidder who, in the Region's opinion, has breached this requirement for confidentiality.

**33. Non-Disclosure Agreement**

The Region reserves the right to require the Bidder to enter into a non-disclosure agreement satisfactory to the Region regarding any information that the Region deems to be confidential.

**34. Trade Agreements**

Bidders should note that procurements coming within the scope of the Canada-Europe Union Comprehensive Economic and Trade Agreement, the Canadian Free Trade Agreement and/or the Trade and Cooperation Agreement between Quebec and Ontario are subject to such agreements, although the rights and obligations of the parties shall be governed by the specific terms of this RFT.

**35. Governing Law**

This RFT will be construed, and the contractual relationship between the Region and a Bidder will be determined, in accordance with the laws of the Province of Ontario. The courts of the Province of Ontario shall have exclusive jurisdiction with respect to all matters relating to, or arising out of, this RFT.

**36. Cancellation of Process**

The Region reserves the right, in its sole discretion, to cancel this RFT, to re-issue this RFT, to issue or implement any other procurement process, or take any steps or actions, to procure the same or similar services at any time and from time to time.

**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 \$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.  
RFTC-604-22-10 for the construction of new paramedic response station #32 at 53 Jacob Keffer Parkway,  
Vaughan.

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

\_\_\_\_\_  
Signature of Authorized Person Signing for Surety

(Place Surety corporate seal above)

I have authority to bind the Corporation

\_\_\_\_\_  
Name – Principal

\_\_\_\_\_  
Signature of Authorized Person Signing for Principal

(Place Principal corporate seal above)

I have authority to bind the Corporation

## UNDERTAKING TO BOND

CONTRACT NO. RFTC-604-22-10

**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 in an amount equal to 100% of the Estimated Contract Price and conforming to Form 32 - Performance Bond under Section 85.1 of the *Construction Act*; and
- (b) a Labour and Material Payment Bond in an amount equal to 50% of the Estimated Contract Price and conforming to Form 31 - Labour and Material Payment Bond under Section 85.1 of the *Construction Act*,

if the bid for the construction of new paramedic response station #32 at 53 Jacob Keffer Parkway, Vaughan is accepted by the Region.

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

DATED this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
Name – Surety

\_\_\_\_\_  
Signature of Authorized Person Signing for Surety

(Place Surety corporate seal above)

I have authority to bind the Corporation

## SCHEDULE C



### Pre-Work Hazard Assessment Form

This Pre-Work Hazard Assessment Form is a field observation of the physical conditions existing at the proposed work location as at the time of the hazard assessment. The intent of this form is to promote hazard awareness and incident prevention, and to inform all Bidders/General Contractors of any existing hazards that may pose a potential risk during work activities. This form is a communication tool only and is not intended to be a comprehensive account or analysis of all possible and potential hazards present at the work site.

Name of Project Manager: Tom Silvestri	Project Number: 10
Name, Title and Organization of person performing assessment: Adedeji Ibinayo, Project Coordinator, York Region	
Proposed Work Location: 53 Jacob Keffer Pkwy, Vaughan	Assessment Date: February 14, 2022
Description of Proposed Work: Construction of Paramedic Response Station	Assessment Time: 2:00pm

Identify **all** known hazards existing at the time of the hazard assessment. Check off if applicable ☒

ELECTRICAL/EQUIPMENT		BIOLOGICAL	
Overhead wires/lines		Increased risk of mould proliferation	
Live systems or high voltage equipment		Bird or bat droppings	
Overhead crane ( <b>must</b> be re-certified before use)		Rodent or insect infestation	
Moving equipment (e.g. drive shafts, belts, gears)		Wildlife	
PHYSICAL		Contaminated sharps, syringes, broken glass	
Fire/explosion risk		Sewage, sludge, biohazards	
Heat		HAZARDOUS CONDITIONS	
High noise levels		Working at heights	
Vibration		Water/drowning/flooding	
High pressure or compressed air systems		Slip/trip hazards and uneven footing	X
Indoor air quality issues (e.g. fumes, mists, dusts)		Excavation/ditch/culvert	
Non-ionizing radiation (e.g. UV, IR, radio frequency or lasers)		Concealed/buried services in ground OR in structure walls/floors (e.g. conduit, pipe, hydro, gas, water)	X
Sufficient lighting and visibility of all work areas	X	Confined Space (Provide Confined Space Assessment)	
CHEMICAL		Is PPE required to enter the work area?	
Existing products in use e.g. chemicals, lubricants, solvents, treatments (Provide Safety Data Sheets)		Are site specific rescue plans required for the area?	
Fuels (e.g. gasoline, diesel, natural gas, propane)		Traffic, railway and active roadway nearby	X
		PUBLIC SAFETY	
Chemicals stored in approved cage/cabinet/room		Does the public have access to the work area?	
Explosion proof or grounded containers		Is the work area at/near a public transit stop?	
Compressed gas cylinders		Is there a history of violent/behavioural incidents?	
DESIGNATED SUBSTANCES/OTHER MATERIALS		OTHER	
Note: A Designated Substance Survey (DSS) <b>must</b> be completed when a designated substance is present in the work area		Are other contractors/services entering the work area (e.g. snow clearing, landscaping, deliveries, hauling)? If yes, contact Property Services Branch	
Asbestos (e.g. walls, tiles, pipe insulation, coatings)		Is a security system currently in use?	
Lead (e.g. paint)		List others/comments:	
Mercury (e.g. thermostats, switches, bulbs)			
Silica (e.g. concrete blocks, mortar, bricks, floors)			
PCB's (e.g. light ballasts, transformers, capacitors)			
Ozone depleting substances (e.g. coolants)			
Contaminated soil or water (e.g. oil, waste)			



All Bidders/General Contractors shall release and hold harmless The Regional Municipality of York, its consultants, the local municipalities and their respective directors, officers, 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, misrepresentation, inconsistencies, or errors in the information or content stated in this form.

**All General Contractors must:**

- Advise anyone who may be affected of any additional hazards located on site prior to and at any time during work activities
- Visit the proposed work location (if possible) to become familiar with the surroundings and any potential hazards that may be present
- Understand that in the event of any conflicts, the requirements of *Occupational Health and Safety Act* and its regulations take precedence over any requirements of the Contract or any directions provided
- Ensure that training is provided to their employees and/or subcontracted employees to perform work based on the hazards identified in this form
- Comply with all requirements under the *Occupational Health and Safety Act* and its regulations
- Sign this form to acknowledge the hazards and conditions identified as existing at the time of this assessment, prior to the commencement of any work on site.

**To be completed by General Contractor**

By signing this form, I acknowledge, as the Authorized Representative of the General Contractor, the hazards outlined above in this Pre-Work Hazard Assessment Form and agree to take every precaution reasonable in the circumstances to protect employees, Subcontractors, visitors and the public from those hazards at all times.

(Please Print)

**Name of General Contractor:** \_\_\_\_\_

**Name and Title of Authorized Representative:** \_\_\_\_\_

**Signature of Authorized Representative:** \_\_\_\_\_

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

**Note:** All shaded areas must be completed prior to commencing work.