

APPENDIX A RFT PARTICULARS

Table of Contents

A. The Work.....	2
B. Material Disclosures.....	2
1. Contract for the Work	2
2. Term of Contract	3
3. Tariffs	3
4. Electronic Monitoring Policy.....	4
5. Prequalified General Contractors.....	5
6. Examination of the Site	5
7. Non-Disclosure Agreement.....	6
8. Award of Contract	6
C. Mandatory Submission Requirements.....	6
1. Bid Deposit	6
2. Undertaking to Bond	6
D. Mandatory Technical Requirements.....	6
1. Certificate of Recognition (COR™) Safety Program	6
E. Pre-Conditions of Award	7
1. Executed Contract	7
2. WSIB Certificate of Clearance.....	7
3. Insurance	7
4. Bonds	7

APPENDIX A - RFT PARTICULARS

A. The Work

The new Whitchurch-Stouffville Fire Station and Paramedic Response Station is located at 4902 Aurora Road, Whitchurch-Stouffville, Ontario.

The proposed design will have two separate apparatus bays. The new station will be AODA compliant and achieve minimum LEED Silver Certification . The Town of Whitchurch Stouffville will have 20 staff members assigned to the new station, with approximately 6 members on-site at all times.

Listed below are the planned program requirements for the Fire Station and Paramedic Response Station:

Indoor Features

- A 5400+ sq ft2 Apparatus Bay
- A 1900+ sq ft2 Vehicle Bay
- Seven bay doors
- 1600+ sq ft2 of Kitchen Space
- Exercise Room
- Locker Rooms
- Facility Washrooms
- Bunker Gear Wash Rooms
- Sleeping Quarters
- Office Space
- Meeting Room
- Hose Tower
- Mechanical/Electrical/Utility Rooms
- Maintenance Closets
- Fitness Room
- Laundry Facilities

Outdoor Features

- 40+ Parking Spaces
- Generator (with enclosure)
- Patio decks
- Front entrance flag display
- Exterior high windows for natural light infiltration

The Work includes, but is not limited to the above-described scope as further described in the Specifications and the Drawings.

B. Material Disclosures

1. Contract for the Work

The selected bidder will be required to enter into a contract with the Town for the provision of the Work in the form of contract attached as Appendix C. Bidders should review the form of contract before submitting their bid. Any concerns or questions regarding the terms and conditions of the contract should be directed to the Town through the 'Submit a Question' feature on the Bidding Website before the Submission Deadline.

2. Term of Contract

The Work shall be completed in accordance with the Contract Time specified in Appendix C – Form of Contract.

3. Tariffs

Bidders shall price their bids to include all costs associated with only those tariffs that are in effect as of the Submission Deadline.

If additional tariffs come into force after the Submission Deadline that increase the selected bidder's costs of performing the Work, the selected bidder shall notify the Town in writing within 15 Working days of the enactment of the additional tariffs. Such notice shall include a detailed description of the tariffs, including the rates and amounts of the tariffs and the specific products or components thereof that are affected. The selected bidder shall take commercially reasonable steps to mitigate the costs and damages it may incur as a result of such tariffs by consulting with the Town to determine whether:

- ☐ the goods can be sourced from countries to which the additional tariffs do not apply; and/or
- ☐ the goods can be shipped and imported into Canada prior to effective date of the additional tariffs.

If the goods can only be sourced from a country subject to the additional tariffs and cannot be shipped before the tariff's effective date, the Town will reimburse the selected bidder, and the Bid Price shall be adjusted accordingly, for the reasonable direct costs the selected bidder incurs as a direct result of the additional tariffs, provided sufficient documentary evidence is submitted that substantiates such costs. No claims for costs the selected bidder incurs as an indirect result of the tariffs (such as, without limitation, due to fluctuations in the cost of materials caused by general market conditions, supply chain disruptions, or geopolitical events – even if such factors are influenced by the tariffs at issue), markups, or administrative charges will be considered. The Town must approve the submitted documentary evidence before any Bid Price adjustment may be authorized. Examples of documentary evidence which may be acceptable to the Town includes:

- ☐ Official manufacturer notice outlining the price increase and reason (e.g. tariff changes).
- ☐ Updated price list from the manufacturer showing the revised rates and effective date.
- ☐ Government-issued tariff documentation (for example, Canadian Border

Services Agency notice).

- ☐ Selected bidder or distributor correspondence with supporting manufacturer documentation.
- ☐ Third-party market reports or industry publications confirming tariff-related cost increases.
- ☐ Customs documentation showing applicable tariff rates and their impact on costs.

This entitlement to a potential increase in the Bid Price does not apply to price increases for factors that the selected bidder could have reasonably anticipated, accounted for or avoided as of the Submission Deadline. Such factors include, but are not limited to, fluctuations in the cost of fuel, delivery costs or inflation.

The Town reserves the right to deny the selected bidder's claim for a Bid Price adjustment if the documentary evidence provided by the selected bidder does not meet the Town's requirements, as determined by the Town in its sole discretion. The Town may refuse the selected bidder's claim for an adjustment to the Bid Price or approve an amount less than what was requested if the Town, in its sole discretion, determines that the price adjustment request is unreasonable or exceeds the Town's budgetary limits.

This price adjustment is the selected bidder's sole and exclusive remedy in relation to the imposition of additional tariffs. For clarity, the selected bidder shall not be entitled to an extension of Contract Time on account of the additional tariffs (including, without limitation, on account of any delays, disruptions, cost increases, economic or market conditions, or supply chain impacts arising directly or indirectly from the additional tariffs). Upon receiving payment for the price adjustment, the selected bidder agrees to waive its entitlement to, and release the Town from, any claims for additional compensation, schedule extensions, or other relief (including, without limitation, an increase in the Bid Price and/or an extension of Contract Time) arising out of the imposition of the additional tariffs.

If a tariff that was in effect at the Submission Deadline is subsequently reduced or eliminated, resulting in a decrease of the selected bidder's costs of performing the Work, the Bid Price shall be adjusted downward to reflect the reduction or elimination of the tariff and the associated decrease in the selected bidder's costs.

The Town shall have the right to audit, inspect, and examine the selected bidder's records necessary to verify any required Bid Price adjustment, including without limitation invoices, receipts, purchase orders, customs documentation, supplier quotations, supplier payment terms, and any other relevant financial or transactional records. The selected bidder shall cooperate fully with any such audit, inspection, or examination and provide access to such records promptly upon request.

4. Electronic Monitoring Policy

The Town 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 Town's assets, equipment, systems or information. A copy of this policy will be made available to the Successful Contractor.

5. Prequalified General Contractors

Following General Contractor for this Work have been prequalified under Request for Prequalification No. WS-RFPQ-24-062:

- ☐ Remo General Contracting Ltd.
- ☐ Aquicon Construction Co. Ltd.
- ☐ Pegah Construction Ltd.
- ☐ Percon Construction Inc
- ☐ M.J. Dixon Construction Limited
- ☐ Chandos Construction LP
- ☐ Pomerleau Inc.

6. Examination of the Site

Site investigation(s) have been conducted, and the following document(s) are provided for information purposes only:

- ☐ Geotechnical report:
 - a. Geotechnical Investigation, Whitchurch-Stouffville and York Region Combined Fire Station/Paramedic, 4902 Aurora Road, dated July 26, 2025, prepared by Patriot Engineering
 - b. A Geotechnical Investigation for Proposed Land Acquisition, 4902 Aurora Road, dated November 2023, prepared by Soil Engineers Ltd.
- ☐ Environmental Site Assessment reports:
 - a. Butternut Health Expert's Report, dated August 18, 2024, prepared by Williams & Associates Forestry Consultants Ltd.
- ☐ Stormwater Management reports
 - a. Stormwater Management Brief for a Proposed Fire Station and York Region PRS Station, 4902 Aurora Road, Whitchurch-Stouffville, Ontario, dated March 2025, prepared by Politis Engineering Ltd.

The Town assumes no responsibility for the correctness or completeness of any reports or other information provided by the Town in relation to site investigations or conditions. Bidders rely on these documents at their own risk.

Prior to submitting a bid, bidders shall thoroughly acquaint themselves with the RFT and carefully examine the site where the Work will be performed, to fully inform themselves of the existing conditions and limitations.

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.

7. Non-Disclosure Agreement

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

8. Award of Contract

The award of the contract will be subject to the approval of Town's Council or its authorized delegate and, if applicable, the receipt of sufficient funding.

C. Mandatory Submission Requirements

1. Bid Deposit

Bidders shall submit a bid deposit in the amount of not less than 10% of the Subtotal Contract Amount generated on the Bidding Website in the Schedule of Prices (the "**Bid Price**"), to act as security for the satisfaction of the pre-conditions of award listed in Section E.

The bid deposit shall be in the form of a digital Bid Bond from a recognized guarantee or surety company acceptable to the Town and authorized by law to do business in the province of Ontario. The form of Bid Bond acceptable to the Town is in the form issued by the Canadian Construction Documents Committee (CCDC220 Form) or the Surety Association of Canada.

Bidders shall upload the digital Bid Bond in the document upload field titled "Bid Bond (Digital Bond)" in the Documents & Bonding step in the Bidding Website.

2. Undertaking to Bond

Bidders shall submit a digital Undertaking to Bond. The Undertaking to Bond shall be in the form of a digital Undertaking to Bond from a recognized guarantee or surety company acceptable to the Town and authorized by law to do business in the province of Ontario. The form of Undertaking to Bond acceptable to the Town is attached as Appendix G. In lieu of the Undertaking to Bond form attached as Appendix G, the Town may at its sole discretion accept Undertakings to Bond that are substantially in the form of Appendix G or substantially in the form issued by the Surety Association of Canada, including digital Agreements to Bond or Consents of Surety.

Bidders shall upload the digital Undertaking to Bond in the document upload field titled "Undertaking to Bond (Digital Bond)" in the Documents & Bonding step in the Bidding Website.

D. Mandatory Technical Requirements

1. Certificate of Recognition (COR™) Safety Program

Bidders should provide proof of:

- (a) COR™ certification; or
- (b) COR™ Equivalency

in a form acceptable to the Town, in its sole discretion. Acceptable forms of proof are limited to:

- (a) COR™ Certification
 - (i) A copy of the bidder's Certificate of Recognition from the IHSA
- (b) COR™ Equivalency
 - (i) A letter or email from the IHSA stating that the bidder has obtained COR™ Equivalency; or
 - (ii) A valid Letter of Reciprocity issued by the IHSA, indicating that the bidder is in the process of obtaining COR™ Equivalency.

Bidders shall upload the documentation required under this section D.1 in the document upload field titled "COR Documentation" in the Documents & Bonding step in the Bidding Website.

E. Pre-Conditions of Award

1. Executed Contract

The selected bidder shall execute a contract with the Town for the provision of the Work.

2. WSIB Certificate of Clearance

The selected bidder shall submit a current Certificate of Clearance from the Workplace Safety and Insurance Board.

3. Insurance

The selected bidder shall provide proof of insurance coverage as specified in Appendix D. Bidders should review the insurance requirements with their insurance provider to ensure that each requirement can be met before submitting their bid. Any concerns or questions regarding the insurance requirements should be directed to the Town and through the 'Submit a Question' feature on the Bidding Website before the Submission Deadline.

4. Bonds

The selected bidder shall provide:

- (a) a Performance Bond in an amount equal to 100% of the Bid 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 100% of the Bid Price and conforming to Form 31 - Labour and Material Payment Bond under Section 85.1 of the Construction Act

Form 32 – Performance Bond under Section 85.1 of the Construction Act and Form 31 – Labour and Material Payment Bond under Section 85.1 of the Construction Act can be found at <https://ontariocourtforms.on.ca/en/construction-lien-act-forms/>

The bonds shall be issued by a recognized guarantee or surety company acceptable to the Town and authorized by law to do business in the province of Ontario.