



YTN Telecom Network Inc.

REQUEST FOR TENDER NO. T-19-177

**Installation of Aerial, Buried and Underwater Fibre Optic Cable crossing
Lake Simcoe to Georgina Island in the Town of Georgina**

INSTRUCTIONS TO BIDDERS

PREVIEW
YOU MUST BE A REGISTERED PLAN TAKER TO
DOWNLOAD AN UNMARKED VERSION OF THIS FILE

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 Instructions to Bidders, Bid Form, Articles of Agreement, General Conditions of the Contract, 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 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

Confidential Information means all proprietary, confidential and non-publicly available information provided by or on behalf of the Region and/or YTN Telecom Network Inc. ("YorkNet") 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 YorkNet and the Contractor as a result of this Request for Tender

Contract Documents consist of the executed Articles of Agreement, General Conditions of the Contract, Supplementary Conditions, Definitions, Specifications, Drawings, Addenda, Change Orders and such other documents as are listed in Article A-3 - 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 time frame stipulated in the Articles of Agreement for completion of the Work

Contractor means the entity with whom YorkNet 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 means the document(s) issued by YorkNet 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

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

Vice-President means the Vice-President of YorkNet or the Vice-President's authorized agent or representative as designated in writing by the Vice-President

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

YorkNet means YTN Telecom Network Inc., a wholly owned subsidiary of the Region

YTN Telecom Network Inc. (YorkNet) means YorkNet or its authorized agent or representative as designated in writing to the Contractor

INSTRUCTIONS

1. Scope of Work

The Region, on behalf of YorkNet is inviting Bids from qualified contractors to provide goods and services with respect to the Work. YorkNet, as a wholly owned subsidiary of the Region, relies upon the Region's Procurement Office staff and processes/procedures in respect of YorkNet's procurement. Accordingly, throughout this RFT there will be references to YorkNet and/or the Region as necessary for conducting the procurement process herein.

The Work includes, but is not limited to, installation of fibre optic cable Aerial and buried including an underwater fibre in conduit placement on the bottom of Lake Simcoe. Work will also include building and terminating in 16 determined locations on Georgina Island as identified in the attached drawings.

2. 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 or the Province of Ontario 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 or the Province of Ontario 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.

3. Electronic Bid Submission

YorkNet 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.

4. Contact for Technical Issues

Bidders that encounter technical issues with the Bidding Website should email support@bidsandtenders.ca and copy the Purchasing Analyst identified in paragraph 6.

5. Costs Incurred by Bidders

Bidders shall bear all costs incurred in their preparation and submission of Bids to the Region. YorkNet and/or 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.

6. Communications with the Region and YorkNet

To ensure fair consideration and evaluation of Bids, the Region and/or YorkNet prohibits ex parte or unsolicited communication initiated by Bidders to, or with, any Regional and YorkNet consultants or employees during the tender process, except as provided for in paragraphs 4 and 7.

All inquiries regarding this RFT shall be made to the Region's Purchasing Analyst. The Region's Purchasing Analyst for this RFT is:

Sherri Adams, Supervisor, Procurement Operations, Procurement Office

Telephone: 1-877-464-9675 ext. 76957

E-mail: sherri.adams@york.ca

No employee or agent of the Region or YorkNet 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 or YorkNet, its respective employees, or its agents, unless the information or instructions are provided in writing in the form of an addendum.

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

7. Omissions, Discrepancies and Clarifications

Bidders shall seek clarification of any matter that they consider unclear before submitting a Bid. The Region and YorkNet are 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 notify the Region's Purchasing Analyst. The Region and YorkNet 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 and YorkNet may, in their 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 date.

8. 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 on behalf of YorkNet 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 and/or YorkNet 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 bid closing date and time.

9. Ability and Experience

YorkNet reserves the right to not award the Contract to any Bidder who does not furnish evidence, satisfactory to the Region and/or YorkNet, 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 or YorkNet.

10. Irrevocability Period

All prices submitted in the Bid shall be valid and irrevocable for a period of 60 Days after the bid closing date.

11. Bid Deposit

All Bids shall be accompanied by a bid deposit in the amount of \$75,000.00 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 YorkNet 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 YorkNet, and authorized by law to do business in the Province of Ontario. The form of Bid Bond acceptable to the Region and YorkNet is attached as Schedule A. **Failure to meet the Region's and/or YorkNet'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 Business Days following the bid closing date. The bid deposits of the Bidders submitting the two lowest compliant Bids will be returned a maximum of 10 Business Days after the execution of the Contract by YorkNet.

If a Bidder has not been notified that its Bid has been accepted prior to the expiration of the irrevocability period, 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 YorkNet to a Bidder whose Bid has not been accepted, shall constitute the withdrawal or expiry of the validity of the Bid.

12. Bonds

Bidders shall submit a digital Undertaking to Bond with their Bid. The form of Undertaking to Bond acceptable to the Region and YorkNet 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 and YorkNet.

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 YorkNet; 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 and YorkNet.

The form of Performance Bond acceptable to the Region and YorkNet 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 and YorkNet's bonding requirements shall result in the rejection of your Bid.

13. Examination of the Site and Designated Substances Notice

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 Pre-Work Hazard Assessment Form are provided for information purposes only and the Region and YorkNet 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.

14. Errors & Omissions

The Region and/or YorkNet shall not be held liable for any errors or omissions in any part of this RFT. While the Region and YorkNet have 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 and YorkNet 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.

15. 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 or YorkNet 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 bid closing date and time.

The Region and YorkNet 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 and YorkNet 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.

16. Bid Closing Date and Time

All Bids must be submitted electronically through the Bidding Website, and received by the Region not later than 1:00:00 p.m., Eastern Time, on:

August 19, 2020

This date is subject to change via addendum. The closing date and time shall be determined by the Bidding Website clock.

The receipt of Bids can be delayed due to factors such as “internet traffic”, file transfer size, transmission speed, etc. YorkNet and 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.

17. Purchasing Policy

Bids will be called, received, evaluated, accepted and processed in accordance with YorkNet’s Procurement Policy 2018-01 (the “**Policy**”). By submitting a Bid, the Bidder agrees to be bound by the terms and conditions of the Policy.

18. Unresolved Litigation

Bidders are advised that, unless otherwise permitted by the Policy and/or the Bylaw, YorkNet and/or the Region will not accept a Bid from, or award a contract to, a Bidder with whom YorkNet and/or the Region is engaged in Unresolved Litigation and/or any other Bidder that YorkNet and/or the Region deems, in its sole discretion, is related to a party with whom YorkNet and/or the Region is engaged in Unresolved Litigation.

19. Acceptance or Rejection of Bids

YorkNet and 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 YorkNet and/or the Region will be served.

YorkNet and 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 YorkNet and/or 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 YorkNet.

20. 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 YorkNet and/or the Region, are restricted or altered in a way

that is not acceptable to YorkNet and/or 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 YorkNet and the Region.

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

21. 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.

YorkNet and/or the Region may, in its sole discretion, waive any and all actual, potential, or perceived conflicts of interest, on such terms and conditions as YorkNet and/or 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 YorkNet and/or 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.

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

22. Unofficial Tender Results

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

23. Blackout Period

Bidders shall not initiate communication with any YorkNet or Regional official, consultant or employee with respect to this RFT from the bid closing date 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 YorkNet and/or 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 YorkNet or 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 YorkNet and/or Regional procurements.

24. 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, the YorkNet Board of Directors, 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, YorkNet and/or 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 YorkNet and/or the Region with respect to this RFT must be 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 or any public deputations made to YorkNet's Board of Directors.

25. Award of Contract

The award of the Contract is subject to the approval of YorkNet's Board of Directors or its authorized delegate and the receipt of sufficient funding.

Bidders will not, under any circumstances, have any claims against YorkNet and/or 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 YorkNet's and/or the Region's rejection of any Bid, or YorkNet's failure to award the Contract for any reason, including failure to obtain sufficient funding. In the event that YorkNet and/or 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. YorkNet and/or 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.

26. Execution of Contract

The party to whom the Contract is awarded shall enter into a formal contract with YorkNet, and forming part of that Contract will be Contract Documents as listed in Article A-3 – Contract Documents of the Articles of Agreement.

YorkNet 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 YorkNet upon the execution of the Contract, not later than 8 Business Days after the date of delivery.

27. Non-Exclusive

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

28. Confidentiality

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

29. Non-Disclosure Agreement

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

30. 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.

31. Governing Law

This RFT will be construed, and the contractual relationship between YorkNet and/or 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.

32. Cancellation of Process

YorkNet and 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. _____ \$75,000.00

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 YTN Telecom Network Inc. (hereinafter called the "Obligee"), in
the amount of seventy-five dollars (\$75,000.00) 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-19-177 for
installation of fibre optic cable Aerial and buried including a underwater fibre in conduit placement on the
bottom of Lake Simcoe. Work will also include building and terminating in 16 determined locations on
Georgina Island as identified in the attached drawings.

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-19-177

TO: YTN TELECOM NETWORK INC. ("YorkNet")

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 installation of fibre optic cable Aerial and buried including a underwater fibre in conduit placement on the bottom of Lake Simcoe. Work will also include building and terminating in 16 determined locations on Georgina Island as identified in the attached drawings is accepted by YorkNet.

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 Company

(Company Seal)

Signature of Authorized Person Signing for Surety

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: David Gill	Project Number: YN-19-006
Name, Title and Organization of Person Performing Assessment: David Gill, OSP Manager, YorkNet	
Proposed Work Location: Lake Simcoe and Georginal Island	Assessment Date: July 18, 2019
Description of Proposed Work: Lake Simcoe and Georginal Island Fibre Optic Installation	Assessment Time: 010:00

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

ELECTRICAL/EQUIPMENT		BIOLOGICAL	
Overhead wires/lines	X	Increased risk of mould proliferation	
Live systems or high voltage equipment	X	Bird or bat droppings	
Overhead crane (must be re-certified before use)		Rodent or insect infestation	
Moving equipment (e.g. drive shafts, belts, gears)		Wildlife	X
PHYSICAL		Contaminated sharps, syringes, broken glass	
Fire/explosion risk		Sewage, sludge, biohazards	
Heat		HAZARDOUS CONDITIONS	
High noise levels		Working at heights	X
Vibration		Water/drowning/flooding	
High pressure or compressed air systems		Slip/trip hazards and uneven footing	
Indoor air quality issues (e.g. fumes, mists, dusts)		Excavation/ditch/culvert	X
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)	
Sufficient lighting and visibility of all work areas	X	Confined Space (Provide Confined Space Assessment)	
CHEMICAL		Is PPE required to enter the work area? YES	X
Existing products in use e.g. chemicals, lubricants, solvents, treatments (Provide Safety Data Sheets)		Are site specific rescue plans required for the area?	
		Traffic, railway and active roadway nearby	
Fuels (e.g. gasoline, diesel, natural gas, propane)	X	PUBLIC SAFETY	
Chemicals stored in approved cage/cabinet/room	X	Does the public have access to the work area? YES	X
Explosion proof or grounded containers	X	Is the work area at/near a public transit stop?	
Compressed gas cylinders	X	Is there a history of violent/behavioural incidents?	
DESIGNATED SUBSTANCES/OTHER MATERIALS		OTHER	
Note: A Designated Substance Survey (DSS) must 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 YorkNet, 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.