

**August 02, 2024****Addendum No. 03****File Reference Number: RFP 2024 031****Title: Engineering Design for North Bay Yard Office HVAC Upgrades****RE: Clarifications/Questions**

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**CLARIFICATIONS/QUESTIONS****Item 1: Part 4 – Request for Proposals – Form of Proposal – Proposal Form 6 – Health, Safety and Environment**

Please note that ONTC has updated the Proposal Form 6 – Health, Safety and Environment to now reflect the deletion of Contractor Safety Pre-Qualification Form.

Please find Proposal Form 6 – Health, Safety and Environment attached at the end of this Addendum at Appendix A. Please delete the existing form from your submission and replace it with the attached Proposal Form 6.

**Item 2: Part 4 – Request for Proposals – Form of Proposal – Proposal Form 7 – Schedule and Proposed Approach**

Please note that ONTC has updated the Proposal Form 7 – Schedule and Proposed Approach to add the timeline for Tendering Phase Services.

Please find Proposal Form 7 – Schedule and Proposed Approach attached at the end of this Addendum at Appendix B. Please delete the existing form and replace it with the attached Proposal Form 7.

**Item 3 : Part 5 – Request for Proposals – Draft Agreement – Section 12 – Schedule**

Please confirm if ONTC intends to hold the Engineering Consultant accountable for the Construction Timing which includes the components of equipment procurement and successful contractor scheduling during the tendering phases.

**Answer:** Please note that Section 12 of the agreement will be amended to clarify that the Engineering Consultant will not be responsible for delays to the Construction Services that do not arise from an act or omission of the Engineering Consultant. Section 12 shall be deleted and replaced with the following:

- 12. **Schedule.** The Engineering Consultant shall provide the Services within the time specified in the Agreement and shall be responsible for all costs of meeting such timing, unless otherwise agreed by ONTC. If the Engineering Consultant fails to meet such timelines, ONTC may, without limiting any other remedy ONTC may have at law or under this agreement, retain other persons to complete the Services at the cost of the Engineering Consultant and the Engineering Consultant shall be responsible for all Losses suffered by ONTC due to the delay. **For greater certainty, the Engineering Consultant shall not be responsible for costs or other Losses incurred by ONTC arising from the failure to complete the Construction Services, as more particularly described in Schedule A and/or Schedule B, within the prescribed time that do not arise from an act or omission of the Engineering Consultant.**

This Addendum hereby forms a part of the RFP.

Regards,

Brinda Ranpura  
Procurement Contracts Specialist  
[Brinda.ranpura@ontarionorthland.ca](mailto:Brinda.ranpura@ontarionorthland.ca)

# APPENDIX A

**PART 4 – FORM OF PROPOSAL  
PROPOSAL FORM 6  
HEALTH, SAFETY AND ENVIRONMENT**

Respondents shall review the attached Health and Safety Policy Statement and include the following with their Proposal:

1. Submit a copy of the most recent version of your Health, Safety, and Environmental Protection Policy.
2. Submit the attached Contractor Health and Safety Responsibility Agreement.

<b>DATE FORMALIZED</b> April 2016  <b>REVISED</b> February 2023	<b>Health and Safety Policy</b>
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## **POLICY STATEMENT**

In keeping with our value of *Safety. Full Stop.* Ontario Northland Transportation Commission (ONTC) / Nipissing Central Railway (NCR) is committed to providing a safe and healthy work environment. Safety is core to everything we do. We don't settle for less, for our people or our customers, even when operating pressures make it difficult to do so.

As part of developing a safety culture, we will collectively strive to prevent accidents and incidents through a risk-based approach with the goal to continuously improve. Employees are required to report safety concerns immediately and can do so without fear of reprisal, while management ensures all employees receive quick follow-up.

We will adopt the latest in systems to improve the reporting, investigation, and implementation of corrective actions, close-out, and trend analysis of accidents and incidents. We will communicate safety and encourage engagement at all levels of the organization, such as during tailgates, briefings, and meetings.

The success of ONTC/NCR safety programs will be ensured through the collective and cooperative efforts of all, including management, employees, unions, and Workplace Health and Safety Committees. All ONTC/NCR members will jointly participate in safety, health and loss prevention initiatives to ensure a safe and healthy workplace for all employees.



Chad Evans  
President and CEO

## CONTRACTOR HEALTH AND SAFETY RESPONSIBILITY AGREEMENT

In submitting this Proposal, I/We, on behalf of, \_\_\_\_\_

(legal name of company)

certify the following:

- (a) I/We have a health and safety policy and will maintain a program to implement such policy as required by clause 25(2) (j) of the *Occupational Health and Safety Act*, R.S.O. 1990, c.O.1, as amended, (the "OHSA").

The requirements in (a) do not apply to employers with five (5) or less employees.

- (b) With respect to the Services being offered in this Proposal, I/We and our proposed sub-contractor, acknowledge the responsibility to, and shall:

(i) fulfill all of the obligations under the OHSA and ensure that all work is carried out in accordance with the OHSA and its regulations.

(ii) ensure that adequate and competent supervision is provided as required under the OHSA to protect the health and safety of workers; and

(iii) provide information and instruction to all employees to ensure they are informed of the hazards inherent in the work and understand the procedures for minimizing the risk of injury or illness.

- (c) I/We agree to take precautions reasonable in the circumstances for the protection of worker health and safety, as required under the OHSA.

Dated at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_

An Authorized Signing Officer

(Key Contact)

(Title)

(Telephone Number)

(Firm's Name)

(Firm's Address)

# APPENDIX B

**PART 4 – FORM OF PROPOSAL  
PROPOSAL FORM 7  
SCHEDULE AND PROPOSED APPROACH**

**SCHEDULE**

Respondents shall include as an attachment to this Proposal Form 7, details regarding the schedule. The work shall reflect the milestone date listed below –

<b>Tasks</b>	<b>Date</b>
Request for Proposal Close	Wednesday, August 07, 2024
100% Drawing and Specification Package	September 13, 2024
Tendering Phase Services	October 2024
Construction Services	December 31, 2024

Do you agree to complete the Work by December 31, 2024?

Respondent confirms that they will complete the Work by December 31, 2024.

(Check one) YES \_\_\_\_\_; NO \_\_\_\_\_

**PROPOSED APPROACH**

The Respondent shall provide a written narrative plan on their proposed approach for the project, demonstrating their ability to complete the project on budget and on schedule within the timelines identified. Evidence of a thorough review of the RFP Documents and consideration for scheduling above grade work prior to the winter season should be apparent in the Respondent's Schedule and Proposed Approach.