

**ONTARIO NORTHLAND**

**TRANSPORTATION COMMISSION**

**Request for Proposals No. RFP 2025 018**

**For**

**North Bay Paint Shop Roof Upgrade**

**REPLY BY DATE: Monday, May 26, 2025 at 2:00:00 p.m.**

**Primary Contact:**

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**PART 1**

**REQUEST FOR PROPOSALS**

## SECTION 1 - INTRODUCTION

### 1.1 General

- (1) Ontario Northland Transportation Commission ("ONTC") is issuing this Request for Proposals ("**RFP**") to obtain proposals from a vendor/service provider(s) for the provision of the goods and/or services described in the RFP Specifications (the "**Goods and/or Services**").

- (2) In this RFP:

**"Applicable Laws"** means the statutes, regulations, orders, by-laws and other laws of Ontario, Quebec, Manitoba, Canada and any municipal government relevant to the RFP and the subject matter of the RFP;

**"Addendum"** means the written supplementary information provided to potential Respondents prior to the Submission Deadline, which information becomes part of the RFP Documents;

**"Business Day"** means any day except Saturday, Sunday or a statutory holiday;

**"Final Agreement"** means the agreement for the supply of the Goods and/or Services entered into by ONTC and the Successful Respondent;

**"Material"** means a document or information that must be included in the Proposal including without limitation the information requested in the RFP Data Sheet, and is essential to allow ONTC to evaluate a Proposal and that if not included will result in the disqualification of the Proposal;

**"Non-compliant"** means the Proposal or the Respondent does not meet a requirement of the RFP Documents;

**"Proposal"** means the response to the RFP submitted by a Respondent to ONTC;

**"Respondent(s)"** means the entity submitting a Proposal and includes prospective respondents, whether or not that entity submits a Proposal. If the context requires it, "Respondent(s)" includes any of the Respondent's respective shareholders, owners, officers, agents, consultants, partners, contractors, subcontractors, advisors, employees, or representatives;

**"RFP Data Sheet"** means the information and requirements contained in Schedule 2-A of Part 2;

**"RFP Documents"** means the documents listed in RFP Section 2.1 (1) and any additional documents issued through Addenda;

**"Short-listed Respondent(s)"** means the Respondent(s) selected to proceed to the next step in the evaluation process pursuant to section 6.2 (2) of the RFP;

**“Substantially Compliant(s)”** means Proposal does not meet the requirements of the RFP Documents; however, the Proposal includes all of the Material items, as identified in the RFP Data Sheet;

**“Successful Respondent(s)”** means the Respondent(s) selected by ONTC to enter into the Final Agreement.

- (3) The process to select the Short-listed Respondents for the supply of the Goods and/or Services (the **“RFP Process”**) will commence with the issuance of these RFP Documents and will terminate at the earlier of:
- (a) when ONTC and the Successful Respondent(s) execute the Final Agreement; or,
  - (b) upon the termination of the RFP Process in accordance with the terms and conditions of this RFP.

## 1.2 Ontario Northland Transportation Commission

ONTC is an agency of the Province of Ontario that provides reliable and efficient transportation services to northern and rural communities. For over 120 years, the company has provided integrated and impactful transportation services including rail freight, passenger rail, motor coach transportation, rail repair, and remanufacturing services.

ONTC’s rail services are vital in maintaining a reliable supply chain in Northern Ontario by connecting freight customers to global economies. The forestry industry, mining operations, farming communities, and manufacturers count on ONTC’s services to deliver large volumes across vast distances. The company’s 675 miles of mainline track span throughout northeastern Ontario and northwestern Quebec.

ONTC motor coaches connect rural Ontario to major centres providing access to education, medical appointments, shopping, and seamless connections to other transportation providers. The Polar Bear Express passenger train connects Moosonee and Cochrane, Ontario, providing an all-season land link for Indigenous communities on the James Bay Coast.

Improving and repairing transportation equipment is also part of ONTC’s service offering. ONTC’s unique mechanical skillset attracts new business and secures skilled trades jobs in Northern Ontario by remanufacturing and repairing locomotives, passenger rail cars, freight cars, and more.

ONTC makes provincial dollars reach further by creating innovative solutions that help drive economic growth sustainably, responsibly, and with future generations in mind. Throughout the agency, modernization is underway with many exciting projects that will improve how we operate. ONTC employs over 900 people including Locomotive Engineers, Motor Coach Operators, skilled tradespeople, and business professionals.

Employees work together to improve and deliver services that provide value to the regions served.

## **SECTION 2 - THE RFP DOCUMENTS**

### **2.1 Request for Proposals Documents**

- (1) The Request for Proposals documents consist of:

Part 1 - Request for Proposals

Part 2 - Requests for Proposals Summary of Requirements

- (a) Schedule 2-A - RFP Data Sheet
- (b) Schedule 2-B - Participation Registration Form

Part 3 - RFP Specifications

- (a) Schedule 3-A-1 - Scope of Work
- (b) Schedule 3-A-2 - Technical Specifications
- (c) Schedule 3-A-3 - Issue for Tender Drawings
- (d) Schedule 3-A-4 - Reference Reports
- (e) Schedule 3-A-5 - Policies and Procedures

Part 4 - Form of Proposal

- (a) Proposal Form 1 - Proposal Submission Form
- (b) Proposal Form 2 - Respondent's General Information
- (c) Proposal Form 3 - Acknowledgment to Comply with Part 3 -  
Request for Proposals Specifications
- (d) Proposal Form 4 - References
- (e) Proposal Form 5 - Compliance with Contract Documents
- (f) Proposal Form 6 - Respondent's Site Visit Registration Form
- (g) Proposal Form 7 - Health, Safety and Environment
- (h) Proposal Form 8 - Schedule of Materials
- (i) Proposal Form 9 - List of Equipment
- (j) Proposal Form 10 - Schedule and Proposed Approach
- (k) Proposal Form 11 - List of Personnel and Resumes
- (l) Proposal Form 12 - Contractor's Qualification Statement
- (m) Proposal Form 13 - Claims

Part 5 - Draft Agreement

- (2) The RFP Documents shall be read as a whole. The Schedules and Addenda, if any, constitute an integral part of this RFP and are incorporated by reference.



- (3) Respondents shall verify the RFP Documents for completeness upon receipt and shall inform the Contact Person (identified in RFP Section 3.2(7)), immediately:
  - (a) should any documents be missing or incomplete; or
  - (b) upon finding any discrepancies or omissions.
- (4) Complete sets of the RFP Documents are available at our company website at [www.ontarionorthland.ca](http://www.ontarionorthland.ca) and MERX.
- (5) The RFP Documents are made available only for the purpose of Respondents submitting Proposals. Availability and/or use of the RFP Documents do not confer a license or grant for any other purpose.

## **2.2 Priority of Documents**

- (1) If there are any inconsistencies between the terms, conditions or other provisions of the RFP Documents, the order of priority of RFP Documents, from highest to lowest, shall be:
  - (a) Any Addenda modifying the RFP Documents issued during the RFP Process;
  - (b) The RFP Data Sheet;
  - (c) Part 1 - Request for Proposals;
  - (d) Part 3 - Specifications; and
  - (e) Any other RFP Documents.

## **2.3 Distribution of Documents - Electronic Distribution**

- (1) ONTC will use an online electronic distribution system to distribute all RFP Documents.
- (2) Respondents are solely responsible for making appropriate arrangements to receive and access the RFP Documents through that electronic distribution system.

## **2.4 Information Provided by ONTC**

- (1) Respondents are solely responsible for conducting their own independent research, due diligence, and any other work or investigations and seeking any other independent advice necessary for the preparation of their Proposal, negotiation or finalization of the Final Agreement and the subsequent delivery of all the Goods and/or Services to be provided by the Successful Respondent(s). Nothing in the RFP Documents is intended to relieve the Respondent(s) from forming their own opinions and conclusions with respect to the matters addressed in this RFP.
- (2) No guarantee, representation or warranty, express or implied, is made and no responsibility of any kind is accepted by ONTC or its representatives for the completeness or accuracy of any information presented in the RFP Documents, if any, during the RFP

Process or during the term of the Final Agreement. By submitting a Proposal, Respondents agree that ONTC and its representatives shall not be liable to any person or entity as a result of the use of any information contained in the RFP Documents or otherwise provided by ONTC or its representatives during the RFP Process or during the term of the Final Agreement.

## **SECTION 3 - THE RFP PROCESS**

### **3.1 RFP Process**

- (1) The deadline for the submission of Proposals (the “**Submission Deadline**”) is set out in the RFP Data Sheet.
- (2) ONTC may amend, extend or shorten any of the dates and/or times prescribed in this RFP, at any time, at its sole discretion, including without limitation the Submission Deadline. If ONTC extends the Submission Deadline, all requirements applicable to Respondents will thereafter be subject to the new, extended Submission Deadline.

### **3.2 Questions and Communications Related to the RFP Documents**

- (1) Respondents shall submit all questions, requests for clarifications, and other communications regarding the RFP Documents and the RFP Process by email to the Contact Person set out in section 3.2(7) no later than four (4) full Business Days before the Submission Deadline.
- (2) ONTC will endeavor to provide the Respondents with written responses to questions that are submitted in accordance with this RFP Section 3.2, by no later than two (2) full Business Days before the Submission Deadline. Responses to any questions or requests for clarifications, will be collected and distributed with answers to be delivered to all Respondents who have submitted the Participation Registration Form by way of emailed addenda from ONTC in accordance with the timeline set out in this Section 3.2(2).
- (3) The responses to questions form part of the RFP Documents.
- (4) ONTC may, in its sole discretion:
  - (a) answer questions that ONTC deems to be similar from various Respondents only once;
  - (b) edit any question(s) for the purpose of clarity;
  - (c) respond to questions submitted after the deadline for submission of questions if ONTC believes that such responses would be of assistance to the Respondents generally; and,

- (d) exclude any questions that, in the sole opinion of ONTC, are ambiguous, incomprehensible, or are deemed by ONTC to be immaterial to the RFP Process, the RFP Documents, or the Goods and/or Services.
- (5) If Respondents find discrepancies, omissions, errors, departures from laws, by-laws, codes or good practice, or information considered to be ambiguous or conflicting, they shall bring them to the attention of the Contact Person in writing, and not less than four (4) full Business Days before the Submission Deadline, so that ONTC may, if ONTC deems it necessary, issue instructions, clarifications or amendments by addendum to all Respondents prior to the Submission Deadline. ONTC will endeavor to, but is not required to, issue such Addenda at least two (2) full Business Days prior to the Submission Deadline. It is the Respondents' responsibility to seek clarification from ONTC of any matter it considers to be unclear in the RFP Documents or the description of the Goods and/or Services and the Respondent(s) may seek clarification in accordance with this Section 3.2. Neither ONTC nor the Government of Ontario shall be responsible for any misunderstanding by a Respondent of the RFP Documents, the RFP Process or the Goods and/or Services.
- (6) If ONTC gives oral answers to questions at any meeting (Section 3.4), these answers will not be considered final, and may not be relied upon by any of the Respondents, unless and until such answers are provided by way of an addendum in accordance with this Section 3.2.
- (7) The Contact Person designated by ONTC for this RFP is **Nicole Laplante, Manager, Public Procurement, 555 Oak Street East, North Bay, Ontario P1B 8L3 (705) 472-4500 ext. 588, [nicole.laplante@ontarionorthland.ca](mailto:nicole.laplante@ontarionorthland.ca)** (the "Contact Person"). The above Contact Person is the sole contact for this RFP. A Respondent may be disqualified where contact is made with any person other than the Contact Person.
- (8) ONTC will not be responsible for statements, instructions, clarifications, notices or amendments communicated orally by ONTC to one or more of the Respondents. Statements, instructions, clarifications, notices or amendments by ONTC, which affect the RFP Documents, may only be made by addendum.

### **3.3 Addenda/Changes to the RFP Documents**

- (1) ONTC may, in its sole discretion, amend, supplement, or change the RFP Documents prior to the Submission Deadline. ONTC shall issue amendments, supplements, or changes to the RFP Documents by Addendum only. No other statement or response(s) to questions, whether oral or written, made by ONTC or any ONTC advisors, employees or representatives, including, for clarity, the Contact Person, or any other person, shall amend, supplement or change the RFP Documents. Addenda will be distributed in the same manner as the RFP and shall become part of the RFP Documents.

- (2) Respondents are solely responsible for ensuring that they have received all Addenda issued by ONTC. Respondents may, in writing by email to the Contact Person, seek confirmation of the number of Addenda, issued under this RFP.

### **3.4 Respondents' Meeting**

- (1) To assist Respondents in understanding the RFP Documents, and the RFP Process, ONTC may conduct an information meeting (the “**Respondents' Meeting**”) for all Respondents. Whether or not ONTC will conduct a Respondents' Meeting is set out in the RFP Data Sheet. If ONTC is conducting a Respondents' Meeting, the meeting will be held on the date and at the time and location set out in the RFP Data Sheet.
- (2) Attendance by Respondents at a Respondents' Meeting may not be mandatory but, if one is held, Respondents are strongly encouraged to attend. Whether or not the Respondents' Meeting is mandatory will be identified on the RFP Data Sheet. When a Respondents' meeting is mandatory, all attending persons or entities will be required to sign the “Site Meeting Log” to confirm their attendance and provide a valid email address for the purpose of receiving information.
- (3) If ONTC gives oral answers to questions at the Respondents' Meeting, these answers will not be considered final and may not be relied upon by any of the Respondents, unless and until such answers are provided by way of an Addendum in accordance with Section 3.2.
- (4) If pre-registration for the Respondents' Meeting is necessary, the deadline for registration will be set out in the RFP Data Sheet and details regarding the registration process will be set out in the RFP Data Sheet.

### **3.5 Prohibited Contacts**

- (1) Respondents and their respective advisors, employees and representatives are prohibited from engaging in any form of political or other lobbying, of any kind whatsoever, to influence the outcome of the RFP Process.
- (2) Without limiting the generality of Section 3.5(1) above, neither Respondents nor any of their respective advisors, employees or representatives shall contact or attempt to contact, either directly or indirectly, at any time during the RFP Process, any of the following persons or organizations on matters related to the RFP Process, the RFP Documents, or their Proposals:
  - (a) any member of the Evaluation Team (as defined in Section 6.1), except the Contact Person;
  - (b) any advisor to ONTC or the Evaluation Team, except the Contact Person; or
  - (c) any directors, officers, employees, agents, representatives or consultants of:

- (i) ONTC, except the Contact Person;
  - (ii) Ontario Ministry of Transportation;
  - (iii) The Premier of Ontario's office or the Ontario Cabinet office;
  - (iv) A Member of Provincial Parliament (including the Premier); or
  - (v) Any other person or entity listed in the RFP Data Sheet.
- (3) If Respondents or any of their respective shareholders, owners, officers, agents, consultants, partners, contractors, subcontractors, advisors, employees, representatives, or other third parties acting on behalf or with the knowledge of the Respondent(s); in the opinion of ONTC, contravenes RFP Section 3.5(1) or 3.5(2), ONTC may, but is not obliged to, in its sole discretion:
  - (a) take any action in accordance with RFP Section 7.2; or
  - (b) impose conditions on the Respondent's continued participation in the RFP Process that ONTC considers, in its sole discretion, to be appropriate.

### **3.6 Media Releases, Public Disclosures, Public Announcements and Copyright**

- (1) Respondents shall not, and shall ensure that their shareholders, owners, officers, agents, consultants, partners, contractors, subcontractors, advisors, employees, representatives, or other third parties acting on behalf or with the knowledge of the Respondent(s) do not, issue or disseminate any media release, social media or Internet post, public announcement or public disclosure (whether for publication in the press, on the radio, television, internet or any other medium) that relates to the RFP Process, the RFP Documents or the Goods and/or Services or any matters related thereto, without the prior written consent of ONTC.
- (2) Neither the Respondents or any of their respective shareholders, owners, officers, agents, consultants, partners, contractors, subcontractors, advisors, employees, representatives, or other third parties acting on behalf or with the knowledge of the Respondent(s) shall make any public comment, respond to questions in a public forum, or carry out any activities to either criticize another Respondent or Proposal or to publicly promote or advertise their own qualifications, interest in or participation in the RFP Process without ONTC's prior written consent, which consent may be withheld, conditioned or delayed in ONTC's sole discretion. Respondents, and their respective advisors, employees and representatives are permitted to state publicly that they are participating in the RFP Process but shall not publicly identify other Respondents without the prior written consent of ONTC.
- (3) Respondents shall not use the name of ONTC or any of ONTC's logos, designs, colours or registered trademarks and names used, owned or registered by ONTC, during the RFP Process, if selected as the Successful Respondent(s), or at any time prior to, during, or following the supply of the Goods and/or Services, except with the prior written consent of ONTC.

### 3.7 Confidentiality and Disclosure Issues - Respondent Information

- (1) Respondents are advised that ONTC may be required to disclose the RFP Documents, any other documentation related to the RFP Process and a part or parts of any Proposal pursuant to the *Freedom of Information and Protection of Privacy Act* (Ontario) ("FIPPA"). Respondents are also advised that FIPPA does provide protection for confidential and proprietary business information. Respondents are strongly advised to consult their own legal advisors as to the appropriate way in which confidential or proprietary business information should be marked as such in their Proposals. Subject to the provisions of FIPPA, ONTC will use reasonable commercial efforts to safeguard the confidentiality of any information identified by the Respondent(s) as confidential but shall not be liable in any way whatsoever to any Respondent(s) if such information is disclosed based on an order or decision of the Information and Privacy Commissioner or otherwise as required under the Applicable Laws.
- (2) The Respondents agree that ONTC may disclose Proposals, and all information submitted in or related to the Proposals, to the Government of Ontario.
- (3) ONTC may provide the Proposals to any person involved in the review and/or evaluation of the Proposals on behalf of ONTC and ONTC may:
  - (a) make copies of the Proposal; and/or
  - (b) retain the Proposal.
- (4) ONTC may disclose any information with respect to the Respondents, the Proposals and the RFP Process as required by the Applicable Laws.
- (5) The Respondents shall not require ONTC or any of its representatives to sign a non-disclosure agreement in respect of any step taken or information provided as part of this RFP Process, provided that if the nature of the subject matter of the RFP is such that, in the opinion of ONTC, it would be appropriate to enter into a non-disclosure agreement with a Respondent or Respondents, ONTC and/or the Respondent(s) shall enter into such agreement in a form and with the content satisfactory to ONTC.

### 3.8 Confidential Information

- (1) In this RFP, "**RFP Information**" shall mean all material, data, information or any item in any form, whether oral or written, including in electronic or hard-copy format, supplied by, obtained from or otherwise procured in any way, whether before or after the RFP Process, from ONTC or any Ministry or Agency of the Government of Ontario, in connection with the RFP Documents or the Goods and/or Services excluding any item which:
  - (a) is or becomes generally available to the public other than as a result of a disclosure resulting from a breach of this RFP Section 3.8;

- (b) becomes available to the Respondent(s) on a non-confidential basis from a source other than ONTC, so long as that source is not bound by a non-disclosure agreement with respect to the information or otherwise prohibited from transmitting the information to the Respondent(s) by a contractual, legal or fiduciary obligation; or
- (c) The Respondents are able to demonstrate was known to them on a non-confidential basis before it was disclosed to the Respondent(s) by ONTC.

(2) RFP Information:

- (a) shall remain the sole property of ONTC or the Government of Ontario, as applicable, and the Respondent(s) shall maintain the confidentiality of such information except as required by law;
- (b) shall not be used by the Respondent(s) for any other purpose other than submitting a Proposal or performing obligations under any subsequent agreement with ONTC relating to the Goods and/or Services;
- (c) shall not be disclosed by the Respondent(s) to any person who is not involved in the Respondents' preparation of its Proposal or in the performance of any subsequent agreement relating to ONTC, or the Government of Ontario, as applicable, without prior written authorization from ONTC;
- (d) shall not be used in any way detrimental to ONTC or the Government of Ontario; and,
- (e) if requested by ONTC, shall be returned to the Contact Person or destroyed by the Respondent no later than ten (10) calendar days after such request is received in writing by the Respondent(s).

- (3) Respondents shall be responsible for any breach of the provisions of this RFP Section 3.8 by any person to whom it discloses the RFP Information.
- (4) Respondents or Short-listed Respondents acknowledge and agree that a breach of the provisions of this RFP Section 3.8 would cause ONTC, the Government of Ontario and/or their related entities to suffer loss which could not be adequately compensated by damages, and that ONTC, the Government of Ontario and/or any related entity may, in addition to any other remedy or relief, enforce any of the provisions of this RFP Section 3.8 upon application to a court of competent jurisdiction without proof of actual damage to ONTC, the Government of Ontario or any related entity.
- (5) Notwithstanding RFP Section 9.3, the provisions of this RFP Section 3.8 shall be binding and shall survive any cancellation or termination of this RFP and the conclusion of the RFP Process.

- (6) ONTC may, in its sole discretion, require that Respondents execute a legally binding non-disclosure agreement in a form and substance satisfactory to ONTC prior to receiving the RFP Information.

### **3.9 Governing Laws and Attornment**

- (1) This RFP Process and the Final Agreement entered into pursuant to this RFP Process shall be governed and construed in accordance with the laws of Ontario, the laws of Quebec, the laws of Manitoba, if relevant to the subject matter of this RFP, and the applicable laws of Canada, excluding any conflict of laws principles.
- (2) Respondents agree that the courts of the Province of Ontario shall have exclusive jurisdiction to entertain any action or proceeding based on, relating to or arising from this RFP process.

### **3.10 Licenses and Permits**

- (1) If Respondents are required by the Applicable Laws to hold or obtain a license, permit, consent or authorization to carry on an activity contemplated in their Proposal, neither acceptance of the Proposal nor execution of the Final Agreement shall be considered to be approval by ONTC of carrying on such activity without the requisite license, permit, consent or authorization.

### **3.11 Respondents' Costs**

- (1) The Respondents shall bear all costs and expenses incurred by the Respondent(s) relating to any aspect of their participation in this RFP Process, including, without limitation, all costs and expenses related to the Respondents' involvement in:
  - (a) the preparation, presentation and submission of its Proposal;
  - (b) due diligence and information gathering processes;
  - (c) attendance at any Respondents' Meeting(s) or presentations;
  - (d) preparation of responses to questions or requests for clarification from ONTC;
  - (e) preparation of the Respondent's own questions during the clarification process;
  - (f) preparation of prototypes, proof of concept and/or demonstrations; and,
  - (g) any discussions or negotiations with ONTC regarding the Final Agreement.



- (2) Without limiting the generality of Section 9.1(2) of this RFP, in no event shall ONTC or the Government of Ontario be liable to pay any costs or expenses or to reimburse or compensate a Respondent under any circumstances for the costs or expenses set out in Section 3.11(1), regardless of the conduct or outcome of the RFP Process.

### **3.12 Delay and Costs of Delay**

- (1) By submitting a Proposal, the Respondents waive all claims against ONTC and the Government of Ontario including any claims arising from any error or omission in any part of the RFP Documents or RFP Information or any delay, or costs associated with delays, in the RFP Process.

### **3.13 Clarification and Verification of Respondent's Proposal**

- (1) Following submission of a Proposal, ONTC may:
  - (a) request a Respondent to clarify or verify the contents of its Proposal, including by submitting supplementary documents; and/or,
  - (b) request a Respondent to confirm an ONTC interpretation of the Respondent's Proposal.
- (2) Any information received by ONTC from a Respondent pursuant to a request for clarification or verification from ONTC as part of the RFP Process may, in ONTC's discretion, be considered as an integral part of the Proposal even if such information should have been submitted as part of the Respondent's Proposal and may, in ONTC's discretion, be considered in the evaluation of the Respondent's Proposal.
- (3) ONTC may, in its sole discretion, verify or clarify any statement or claim contained in any Proposal or made subsequently in any interview, presentation, or discussion. That verification or clarification may be made by whatever means that ONTC deems appropriate which may include contacting the persons identified in the contact information provided by the Respondent and contacting persons or entities other than those identified by any Respondent.
- (4) By submitting a Proposal, the Respondents are deemed to consent to ONTC verifying or clarifying any information and requesting additional information from third parties regarding the Respondents and their directors, officers, shareholders or owners and any other person associated with the Respondents as ONTC may determine is appropriate.
- (5) ONTC is not obliged to seek clarification or verification of any aspect of a Proposal, or any statement or claim made by Respondents.
- (6) Requests for clarifications shall not be construed as acceptance by ONTC of a Proposal.

### **3.14 Two-Envelope Process**

- (1) ONTC may elect to complete a Two-Envelope Process. Whether Respondents will be required to submit their Proposals using a Two-Envelope Process will be identified on the RFP Data Sheet.
- (2) If ONTC elects to complete a Two-Envelope Process, the Proposal shall be broken down into two components; a technical submission and a financial submission.
- (3) If ONTC elects to complete a Two-Envelope Process, ONTC will identify a minimum score that must be attained on the technical submission on the RFP Data Sheet. Proposals that do not meet the minimum score for the technical submission following evaluation of the technical submission, will not proceed further in the evaluation process, provided that ONTC may, in its sole discretion, based on the overall scores of all the technical submissions, revise the minimum score required to proceed further in the evaluation process. Financial submissions will only be opened and evaluated for the Proposals that meet the minimum score for the technical submission.

## **SECTION 4 - PROPOSAL CONTENT AND FORMAT**

### **4.1 Format and Content of Proposal**

- (1) Respondents shall submit their Proposal in one envelope or, if submitting electronically, one electronic folder. Where required by the RFP Data Sheet to follow the two-envelope process, Respondents shall submit the technical submission and the financial submission in two separate envelopes or, if submitting electronically, two separate electronic folders.
- (2) Unless otherwise specified in the RFP Data Sheet, Respondents shall not submit pre-printed literature with their Proposals. Any unsolicited pre-printed literature submitted as part of a Proposal will not be reviewed by the Evaluation Team.
- (3) Each Respondent will:
  - (a) in a clear, concise and legible manner, complete and submit all documentation and information required by Part 2, Part 3, and Part 4 to the RFP;
  - (b) for a hard copy submission, complete any handwritten portions of the proposal forms in ink;
  - (c) provide all information requested and ensure that an authorized person or persons sign all forms where indicated. Failure to provide all requested information on the proposal forms and failure to fill in all blank spaces may result in a Proposal being determined to be non-compliant; and,

- (d) use only the proposal forms issued as part of the RFP documents unless otherwise indicated.
- (4) Information provided by Respondents on hard copy proposal forms may be amended prior to the Proposal submission, provided the amendments are initialed by an authorized representative of the Respondent. Un-initialed pre-submission amendments may result in the Proposal being declared non-compliant.
- (5) Proposals that are not originals (if hard copy), are unsigned, improperly signed, incomplete, conditional or illegible, may be declared non-compliant.
- (6) The Harmonized Sales Tax (HST) shall not be included in the price. Any taxes or increases to taxes announced prior to the date of the issuance of the RFP Documents and scheduled to come into effect subsequent to it shall be taken into consideration at time of invoicing.
- (7) Price
  - (a) Price shall be an all-inclusive lump sum price (**excluding HST**), unless otherwise indicated in the RFP Documents; and,
  - (b) Where the RFP requires the Respondent to provide a breakdown of the price in Proposal Form 1-A, the price as stated in Proposal Form 1 shall govern in the case of conflict or ambiguity between the price and the sum of the breakdown of the price.

(8) Listing of Subcontractors

Respondents shall complete the "Subcontractors" section of Proposal Form 2 - Respondent's General Information, naming the Subcontractors which the Respondent will employ to perform an item of the work called for by the RFP Documents. Failure of the Respondent to list Subcontractors where required, may result in the Proposal being declared non-compliant.

#### 4.2 Proposal Submission Form

- (1) Respondents will complete and submit the forms included in Part 4 - Form of Proposal. Failure of the Respondent(s) to complete and submit one or more of the forms included in Part 4 - Form of Proposal, may result in the Proposal being declared non-compliant.
- (2) Respondents shall execute the Proposal Submission Form as follows:

- (a) in the case of a sole proprietorship, the sole proprietor will sign the Proposal Submission Form and have the signature witnessed;
- (b) in the case of a corporation, an authorized signing officer will sign the Proposal Submission Form; or,
- (c) in the case of a partnership, a partner or partners authorized to bind the partnership will sign the Proposal Submission Form and have their signatures witnessed.

#### **4.3 References and Past Performance Issues**

- (1) If specified in the RFP Data Sheet, Respondents shall provide reference information. Unless otherwise set out in the RFP Data Sheet, all references shall be, where possible, with respect to similar goods and/or services, as applicable, during the five (5) years immediately prior to the Submission Deadline. Unless otherwise set out in the RFP Data Sheet, the Respondents shall provide a minimum of three (3) references.
- (2) ONTC may, in its sole discretion, confirm the Respondent's experience and ability to provide the Goods and/or Services by contacting the Respondent's references. However, ONTC is under no obligation to contact references submitted by any Respondent. References and information received from references, if contacted, will be taken into account in the evaluation process as identified in the RFP Data Sheet.
- (3) ONTC may take into account in the evaluation process reliable information received from the Government of Ontario or its Agencies regarding past performance of a Respondent, provided information evidencing past poor performance by a Respondent is provided to the Respondent (subject to any restrictions or disclosure imposed by applicable law) and the Respondent is afforded an opportunity to respond to the information.
- (4) If ONTC receives information from referees of a Respondent's past poor performance, ONTC shall advise the Respondent (subject to any restrictions on disclosure imposed by applicable law) and afford the Respondent an opportunity to respond to the information prior to considering this information as part of the evaluation process.

#### **4.4 Conflict of Interest**

- (1) For the purposes of this Section 4.5, the term "**Conflict of Interest**" includes, but is not limited to, any situation or circumstance where the interests, conduct, other commitments or relationships of a Respondent, a Respondent's family member or an officer, director or employee of the Respondent could or could be perceived to, directly or indirectly, compromise, impair or be in conflict with the integrity of the RFP Process, the subject matter of the RFP or ONTC.

- (2) Respondents shall promptly disclose any potential, perceived or actual Conflict of Interest of the Respondent(s) to the Contact Person in writing. If ONTC discovers a Respondent's failure to disclose a Conflict of Interest, ONTC may, in its sole and absolute discretion disqualify the Respondent(s) or terminate the Final Agreement if such Respondent(s) is the Successful Respondent(s).
- (3) ONTC may, in its sole discretion, and in addition to any other remedy available at law or in equity:
  - (a) waive any Conflict of Interest;
  - (b) impose conditions on a Respondent that require the management, mitigation and/or minimization of the Conflict of Interest; or,
  - (c) disqualify the Respondent from the RFP Process if, in the sole and absolute opinion of ONTC, the Conflict of Interest cannot be managed, mitigated or minimized.

## SECTION 5 - PROPOSAL SUBMISSION, WITHDRAWAL, MODIFICATION

### 5.1 Submission of Proposals and Late Proposals

- (1) Respondents shall submit their proposal in the format prescribed in the RFP Data Sheet. ONTC will not accept any proposal submission that is not submitted in the format prescribed in the RFP Data Sheet.

ONTC may elect to accept Electronic Bid Submissions, Physical Bid Submissions or a combination of both.

- (a) If ONTC elects to use Electronic Bid Submissions, submissions shall be submitted on, and in accordance with, forms supplied by ONTC. **All responses are to be submitted to ONTC through the use of MERX Electronic Bid Submission (EBS).** Respondents shall be solely responsible for the delivery of their Proposals in the manner and time prescribed in the RFP Data Sheet.

Questions concerning submitting through MERX should be addressed to:

- MERX Customer Support
- Phone 1-800-964-6379
- Email [merx@merx.com](mailto:merx@merx.com)

Any Proposal from a Respondent whose name does not appear on the official MERX document request list (i.e., who has not downloaded the documents themselves) will be declared invalid, and the Proposal will not be considered.

**MERX EBS does not allow submissions to be uploaded after the bid submission deadline; therefore, the Respondent should ensure they allow plenty of time to upload the documents.**

Where required by the RFP Data Sheet to use a two-envelope process, Respondents shall include two separate and clearly identifiable attachments: 1) Technical and, 2) Financial. The file names for the technical and financial attachments should be sufficiently distinguishable such that ONTC does not need to open the attachments to differentiate between them.

- (b) If ONTC elects to use Physical Bid Submissions, Respondents shall submit one original and the number of copies of its Proposal (in hard copy) specified in the RFP Data Sheet and the number of electronic copies of its Proposal (on a properly labelled CD or USB key in PDF format) specified in the RFP Data Sheet, at the correct location for submission and on or before the Submission Deadline. If there is any difference whatsoever between the electronic copy of the Proposal and the original hard copy, the original hard copy of the Proposal, as submitted, will govern. The electronic copy of the Proposal is solely for the convenience of ONTC.

Respondents shall submit their Proposals to the attention of the Manager, Public Procurement by prepaid courier or personal delivery at the following address:

Ashley Commanda  
Manager, Public Procurement  
Ontario Northland Transportation Commission  
555 Oak Street East  
North Bay, Ontario P1B 8E3

Respondents shall place their Proposal Submission in a sealed envelope or package with the Respondent's full legal name and return address, the RFP Number, the Submission Deadline and the label "Proposal Submission" clearly displayed on the outside of the envelope.

Where required by the RFP Data Sheet to use a two-envelope process, Respondents shall have one sealed envelope as prescribed above that contains two individual sealed envelopes inside that are clearly marked "Technical Submission" and "Financial Submission".

- (c) For the convenience of the Respondents, and only when identified in the RFP Data Sheet, ONTC may allow either an Electronic Bid Submission through MERX or a Physical Bid Submission. The Respondents shall only use one method and follow the same procedure prescribed above.

- (2) Proposals must be received before the time noted in the RFP Data Sheet.
- (3) Proposals will be date and time stamped at the place receiving the Proposals. Late Proposals will be returned unopened.
- (4) Proposals which are submitted by facsimile transmission, email, or by electronic means other than MERX will NOT be considered.
- (5) Respondents are solely responsible for the method and timing of delivery of their Proposals.
- (6) ONTC reserves the right to make copies of the Respondent's Proposals as it may be required for the purpose of conducting a full evaluation of the Proposal submitted.
- (7) The Respondents should identify and mark any trade secret or proprietary intellectual property in their Proposal.

## **5.2 Late Proposals**

- (1) ONTC will reject Proposals that are received after the Submission Deadline.

## **5.3 Withdrawal of Proposals**

- (1) When submitting a Physical Bid Submission, a Respondent may withdraw its Proposal at any time before the Submission Deadline by notifying the Contact Person in writing. ONTC shall return, unopened, a Proposal that has been withdrawn.
- (2) When submitting an Electronic Bid Submission, MERX will allow withdrawal of Proposals up to the Submission Deadline.

## **5.4 Amendment of Proposals**

- (1) When submitting a Physical Bid Submission, Respondents may amend their Proposals after submission but only if the original Proposal is withdrawn and the amended Proposal is submitted before the Submission Deadline.
- (2) Electronic Bid Submissions through MERX will allow amendments up to the closing date and time; however, **Respondents are responsible for ensuring they allow sufficient time to upload the amended documents.**
- (3) If more than one Proposal is received from the same Respondent before the Submission Deadline, only the last Proposal received before the Submission Deadline will be considered.

## **5.5 Proposal Irrevocability**

- (1) Subject to the Respondent's right to withdraw or amend the Proposal before the Submission Deadline, the Respondent's Proposal is irrevocable and shall remain in effect and open for acceptance for ninety (90) days after the Submission Deadline.

## **5.6 One Proposal per Person or Entity**

- (1) Except as set out in the RFP Data Sheet or with ONTC's approval:
  - (a) a person or entity shall submit or participate in only one Proposal either individually or as a Respondent team member; and,
  - (b) a person or entity shall not be a subcontractor of a Respondent and also submit a Proposal individually or as a Respondent team member in the same RFP Process.
- (2) If a person or entity submits or participates in more than one Proposal in contravention of RFP Section 5.6(1), ONTC may, in its sole discretion, disqualify any or all of the Proposals submitted by that person or entity or in which that person or entity is a participant.

# **SECTION 6 - PROPOSAL EVALUATION**

## **6.1 Evaluation Team**

- (1) ONTC will establish an evaluation team for the purpose of evaluating Proposals (the "**Evaluation Team**").
- (2) The Evaluation Team may, in its sole discretion, delegate certain administrative functions related to the evaluation of Proposals to a separate team of individuals who are not members of the Evaluation Team, who will be supervised by the Evaluation Team. Without limiting the generality of the foregoing, but for greater particularity, the Evaluation Team may seek the advice and assistance of third-party consultants and the Government of Ontario. Each Respondent acknowledges that the RFP documents may have been prepared with the assistance of a third-party consultant and that the consultant may participate in the evaluation of the Proposals.

## **6.2 Evaluation of Proposals**

- (1) The Respondents' Proposals will be reviewed and evaluated by the Evaluation Team on the basis of the evaluation criteria set out in the RFP Data Sheet (the "**Evaluation Criteria**").



- (2) After selection of the Short-listed Respondent(s), ONTC may, in its sole discretion, negotiate changes, amendments or modifications to the Short-listed Respondent's Proposal or the Final Agreement.
- (3) If ONTC is of the opinion that any of the following apply, then ONTC may, in ONTC's sole discretion, decline to select that Respondent to be a Short-listed Respondent:
  - (a) a Respondent has submitted a price that is clearly insufficient to perform the supply of Goods and/or Services;
  - (b) a Respondent has previously provided poor performance to ONTC or a subsidiary of ONTC;
  - (c) a Respondent is disqualified from participating in the RFP Process per RFP Section 7.2 (1)(i);
  - (d) ONTC cannot, to ONTC's satisfaction, prior to the conclusion of the RFP Process, verify independently or through a third party or parties any and/or all information, statements, representations and/or warranties contained in the Proposal;
  - (e) a Respondent or any subcontractor of the Respondent is not financially sound, or ONTC is unable to obtain from the Respondent or third-party sources reasonable assurances of the financial position of the Respondent or any of its subcontractors;
  - (f) the overall cost to ONTC would be significantly increased with that Respondent;
  - (g) the Respondent failed to meet the mandatory requirements specified in the RFP Data Sheet; or,
  - (h) the Respondent failed to attain the minimum score required for the Technical Submission, where the RFP Data Sheet called for a two-envelope process.

### **6.3 Short-Listing**

- (1) The Evaluation Team will establish the list of Short-listed Respondents based on the Evaluation Criteria.
- (2) The number of Respondents short-listed is in the sole discretion of ONTC.

### **6.4 Interviews, Site Visits, Demonstrations and Presentations**

- (1) ONTC may, in its sole discretion, conduct interviews, demonstrations, site visits or presentations as part of the evaluation process if set out in the RFP Data Sheet.

- (2) The evaluation of any interviews, demonstrations, site visits or presentations will be conducted in accordance with the process set out in the RFP Data Sheet.
- (3) ONTC may conduct interviews, demonstrations, site visits or presentations with some or all Respondents, or may restrict participation to only the Short-listed Respondent(s).

## **SECTION 7 - GENERAL EVALUATION AND DISQUALIFICATION PROVISIONS**

### **7.1 ONTC's Discretion**

- (1) ONTC may determine, in its sole discretion:
  - (a) the membership of the Evaluation Team;
  - (b) if a Proposal is compliant with the RFP Documents;
  - (c) if a failure to comply is material;
  - (d) if a Proposal or a Respondent is disqualified;
  - (e) the evaluation results and ranking for each Respondent; and,
  - (f) which Respondent, if any, and how many Respondents, based on the evaluation process, will be Short-listed Respondents.

### **7.2 Disqualification**

- (1) ONTC may, in its sole discretion, disqualify a Respondent or a Respondent's Proposal or cancel its decision to identify a Respondent as a Short-listed Respondent or a Successful Respondent, at any time prior to the execution of the Final Agreement by ONTC, if:
  - (a) The Respondent fails to cooperate in any attempt by ONTC to clarify or verify any information provided by the Respondent in its Proposal;
  - (b) The Respondent contravenes RFP Section 3.5, RFP Section 3.6 or RFP Section 5.6(2);
  - (c) The Respondent fails to comply with the Applicable Laws;
  - (d) The Proposal contains false or misleading information, or the Respondent provides false or misleading information in any part of the RFP Process;

- (e) The Proposal, in the sole discretion of ONTC, reveals a Conflict of Interest that cannot be managed, mitigated or minimized;
  - (f) There is evidence that the Respondent colluded with one or more other Respondents in the preparation or submission of Proposals;
  - (g) The Respondent has previously breached or been in default of compliance with any term of any agreement with ONTC and such breach or default has not been waived by ONTC or the Respondent has not cured the default;
  - (h) The Respondent has been convicted of an offence in connection with any services rendered by the Respondent to ONTC, or to any Ministry, Agency, Board or Commission of the Government of Ontario or the Government of Canada;
  - (i) The Respondent, at the time of issuance of this RFP or any time during the RFP Process, has an outstanding claim or is engaged in an ongoing legal dispute with ONTC, other than an adjudication under the Construction Act;
  - (j) The Proposal is not Substantially Compliant;
  - (k) The Respondent has failed to notify ONTC of, or ONTC has not approved, a post-submission change in the control of the Respondent or in the circumstances of the Respondent that may materially negatively impact the Respondent's ability to perform its obligations if selected as the Successful Respondent; or,
  - (l) The Respondent has received a Vendor Performance Evaluation as part of ONTC's Vendor Performance Policy, and received a total rating on the Final Performance Form that disqualifies the Respondent from participating in the RFP Process.
- (2) Notwithstanding Section 7.2 (1), ONTC shall retain the right to select as the Successful Respondent, any Respondent(s) which, in ONTC's sole and absolute discretion, has submitted a substantially compliant Proposal(s).

### **7.3 General Rights of ONTC**

- (1) ONTC may, in its sole discretion and at any time during the RFP process:
- (a) reject any or all of the Proposals;
  - (b) accept any Proposal or any portions of any Proposals for any reason whatsoever;
  - (c) reject any Proposals or any portions of Proposals for any reason whatsoever,

- (d) if only one Proposal is received, elect to either accept it, reject it, or enter into negotiations with the applicable Respondent;
  - (e) elect not to proceed with, cancel, or terminate the RFP;
  - (f) alter the Submission Deadline or any other deadlines associated with the RFP Process;
  - (g) change the RFP Process or any other aspect of the RFP Documents; or,
  - (h) cancel this RFP Process and subsequently conduct another competitive process for the same Goods and/or Services that are the subject matter of this RFP or subsequently enter into negotiations with any person or persons with respect to the Goods and/or Services that are the subject matter of this RFP.
- (2) If ONTC, in its sole discretion, is of the opinion that all of Proposals submitted are not substantially compliant, ONTC may:
  - (a) take any action in accordance with Section 7.3. (1);
  - (b) carry out a process whereby all Respondents are directed to correct the deficiencies in their Proposals for re-submission; or,
  - (c) negotiate an agreement for the whole or any part of the Goods and/or Services with a Respondent which has submitted a Non-compliant Proposal.

## **SECTION 8 - AGREEMENT FINALIZATION AND DEBRIEFING AND SUCCESSFUL RESPONDENT**

### **8.1 Finalization of the Agreement**

- (1) ONTC may, in its sole discretion, retain more than one Respondent to provide the Goods and/or Services.
- (2) ONTC reserves the right in its sole discretion to sub-divide and/or bundle the Goods and/or Services which are the subject of this RFP and award one or any number of separate contracts for the Goods and/or Services.
- (3) ONTC may, in its sole discretion, enter into negotiations with one or more Respondent(s) for the purpose of selecting a Successful Respondent(s) and finalizing an agreement.
- (4) Either ONTC or a Respondent may withdraw from negotiations at any time prior to the Successful Respondent(s) being identified.

- (5) The Successful Respondent is expected to enter into the relevant form of agreement which shall include the draft agreement in Part 5. Proposal Form 5 - Compliance with Contract Documents allows a Respondent to submit suggested changes to the Draft Agreement. ONTC does not have any obligation to accept any proposed changes to the Draft Agreement and will do so in its sole discretion. ONTC may, in ONTC's sole discretion; (i) consider only a minimal number of changes to the Draft Agreement; (ii) consider significant material proposed changes to negatively impact the evaluation of the Respondent's proposal; or (ii) disqualify any Respondent where the changes or the number of changes made by the Respondent to the Draft Agreement would be, in ONTC's sole discretion, too onerous to successfully negotiate within the timeframe set out in Section 8.1 (6) below or are unacceptable to ONTC.

**In any event, ONTC will not accept any material changes to the clauses in the Draft Agreement relating to the Confidentiality, Personal Information, Intellectual Property ownership and infringement, Indemnification, Limitation of Liability or rights of ONTC on termination. ONTC, as an Ontario Crown corporation, is unable to provide indemnities pursuant to s.28 of the *Financial Administration Act* (Ontario).**

If a Respondent does not submit any proposed amendments in Proposal Form 5, it will be deemed to have accepted and will be required to execute the Final Agreement in the form attached to this RFP. If a Respondent has submitted proposed amendments to the Final Agreement, negotiations respecting those amendments shall be conducted within the timeframe set out in Section 8.1(6).

- (6) If a Successful Respondent fails or refuses to enter into and execute the Final Agreement within ten (10) Business Days of being notified they are the Successful Respondent (ONTC may extend such period of time in ONTC's sole discretion), or a Successful Respondent fails or refuses to provide the documentation in accordance with Section 8.1(7), ONTC may, in its sole discretion, take any one of the following actions:
- (a) terminate all negotiations and cancel its identification of that Respondent as a Successful Respondent;
  - (b) select another Respondent or Short-Listed Respondent as the Successful Respondent;
  - (c) take any other action in accordance with Section 7.3; or,
  - (d) pursue any other remedy available to ONTC at law.
- (7) Prior to supplying any Goods and/or Services pursuant to the Contract, the Successful Respondent(s) shall deliver to ONTC:
- (a) Certificates of insurance as specified in the Draft Agreement;

- (b) Executed Contractors Health and Safety Responsibility Agreement;
- (c) Respondent's Health and Safety, and Environmental Policies; and,
- (d) A current Clearance Certificate issued by the Workplace Safety and Insurance Board, if applicable.

## **8.2 Notification If Successful or Not**

- (1) The Successful Respondent(s) and unsuccessful Respondents will be notified by ONTC in writing regarding their success or failure in the RFP Process.

## **8.3 Debriefing**

- (1) Respondents may request a debriefing after receipt of a notification pursuant to RFP Section 8.2. All Respondent requests should be in writing to the Contact Person no later than 60 calendar days after receipt of the notification. ONTC will conduct debriefings in the format prescribed by the OPS Procurement Directive.

# **SECTION 9 - LEGAL MATTERS AND RIGHTS OF ONTARIO NORTHLAND**

## **9.1 Limit on Liability**

- (1) The total liability of the Respondent to ONTC for loss and damage arising from the Respondent who is selected as the Successful Respondent but then fails to deliver evidence of insurance or other documents required under Section 8.1(7) within the time period specified in Section 8.1(6) or fails to execute the Final Agreement shall be limited to the value of the Bid Performance Security provided by the Respondent pursuant to Section 4.3. The liability of the Respondents for any other loss or damage suffered by ONTC as part of this RFP Process shall be without limit.
- (2) By submitting a Proposal,
  - (a) each Respondent acknowledges ONTC's rights as stated herein and absolutely waives any right of action against ONTC for ONTC's failure to accept the Respondent's Proposal whether such right of action arises in contract, negligence, bad faith, or any other cause of action;
  - (b) each Respondent covenants and agrees that, under no circumstances, shall ONTC, or any of its employees, officers, representatives, agents or advisors, be liable to any Respondent, whether in contract, tort, restitution, or pursuant to any other legal theory, for any claim, action, loss, damage, cost, expense or liability whatsoever and howsoever arising from this RFP Process, a Respondent's Proposal in response to this RFP Process, or due to the acceptance or non-acceptance of any Proposal, or as a result of any act or

omission by ONTC and/or its employees, officers, representatives, agents or advisors, including any information or advice or any errors or omissions that may be contained in the RFP Documents, or any other documents or information provided to a Respondent, or arising with respect to the rejection or evaluation of any or all of the Proposals, any negotiations with any of the Respondents, or the selection of any Respondent as a Short-listed Respondent or the Successful Respondent; and,

- (c) each Respondent shall indemnify and hold harmless ONTC, its employees, officers, representatives, agents and advisors, from and against any and all claims, demands, actions or proceedings brought by third parties, including but not limited to the Respondent's subcontractors or suppliers, in relation to this RFP Process.

## **9.2 Power of Legislative Assembly**

- (1) No provision of the RFP Documents (including a provision stating the intention of ONTC) is intended to operate, nor shall any such provision have the effect of operating, in any way, that would interfere with or otherwise fetter the discretion of the Legislative Assembly of Ontario in the exercise of its legislative powers.

## **9.3 RFP Not a “Bidding Contract” or a Tender**

- (1) Notwithstanding any other provision of this RFP, this RFP is not a tender call, ONTC does not intend to create any contractual relations or obligations with any of the Respondents by virtue of issuing this RFP, and this RFP is not an offer to enter into a contract (often referred to as “Contract A”). Except as provided in RFP Section 3.8 and 9.1, neither this RFP nor the submission of a Proposal by a Respondent shall create any legal or contractual rights or obligations whatsoever on any of the Respondent, ONTC, the Government of Ontario or any Ministry of the Government of Ontario.

# **SECTION 10 - VENDOR PERFORMANCE**

## **10.1 General**

- (1) ONTC has established a Vendor Performance Policy, which provides a framework for ONTC to maximize the value for money of its Vendors by:
  - (a) proactively managing the performance of Vendors in accordance with ONTC's Purchasing Policy; and,
  - (b) creating a record of past performance for use by ONTC when selecting Vendors for the supply of goods and services.

## **10.2 Vendor Performance Evaluation**

- (1) Successful Respondents who enter into a Final Agreement with ONTC may be required to participate in the Vendor Performance Evaluation process.

### **10.3 Vendor Ratings for Proposal Evaluation Purposes**

- (1) ONTC may access a Respondent's Vendor Performance Evaluations for previous contracts as part of the Evaluation Process. The manner in which the Respondent's ratings will be used will be identified in the Evaluation Criteria of the RFP Data Sheet.

## **SECTION 11 - TRANSPARENCY AND FAIRNESS**

### **11.1 General**

- (1) ONTC is committed to procuring goods and services through a process that is conducted in a fair and transparent manner, providing equal opportunity to vendors.
- (2) ONTC endeavors to provide specifications that meet the requirements of the procurement without naming specific brands. However, there may be instances where a third-party consultant prepares a specification on behalf of ONTC, and a specific brand is named. In these instances, alternate materials or products may be used if ONTC determines the proposed materials or products are equivalent to the materials or products in the specifications. Respondents shall submit proposed alternate materials or products with their Proposal submission to be considered.

## **SECTION 12 - INTERPRETATION**

### **12.1 General**

- (1) In this RFP, the singular shall include the plural and the plural shall include the singular, except where the context otherwise requires.
- (2) All references in this RFP to "discretion" or "sole discretion" means in the sole and absolute discretion of the party exercising the discretion.
- (3) For clarity, where the expression "Government of Ontario" is used in this RFP, it includes all Ministries and Agencies of the Government of Ontario.





## **PART 2**

# **REQUEST FOR PROPOSALS SUMMARY OF REQUIREMENTS**

**PART 2 - REQUEST FOR PROPOSALS  
SUMMARY OF REQUIREMENTS  
SCHEDULE 2-A  
RFP DATA SHEET**

RFP 2025 018 North Bay Paint Shop Roof Upgrade	
Contact Details	
Contact Person	Nicole Laplante, Procurement Contracts Specialist
Contact Information	555 Oak Street East North Bay, Ontario, P1B 8L3 <a href="mailto:nicole.laplante@ontarionorthland.ca">nicole.laplante@ontarionorthland.ca</a> (705) 472-4500 ext. 588
Proposal Detail	
Site Visit	A mandatory Respondent's Site Visit will take place at the North Bay Paint Shop located at 916 McIntyre Street East, North Bay, ON on Thursday, May 8, 2025 at 2:00p.m. Respondent must complete the Respondents' Meeting Registration and Release of Liability Form and return it via email by Wednesday, May 7, 2025 at 4:00 p.m. to Nicole Laplante at <a href="mailto:nicole.laplante@ontarionorthland.ca">nicole.laplante@ontarionorthland.ca</a> .
Validity of Proposals	90 days following the Submission Deadline
Format of Submission	Respondents shall submit their Proposal through MERX Electronic Bid Submissions (EBS). Refer to Part 1, Request for Proposals, Section 5.1 (1) (a). <b>MERX EBS does not allow Proposals to be uploaded after the Submission Deadline; therefore, Respondents shall ensure they allow sufficient time to upload the documents.</b>  Proposals which are submitted by facsimile transmission, by email or by electronic means other than MERX <u>will NOT</u> be considered.
Two-Envelope Process	This procurement <b>will</b> be a two-envelope process. Please submit Proposal Form 1 in Envelope 2 - Price Proposal. The balance of the Proposal should be contained in Envelope 1 - Technical Proposal. Please do not include any pricing information in Envelope 1 - Technical Proposal
Distribution Method	The RFP Documents will be posted on the ONTC website and MERX. Any addenda to the RFP will be posted on the ONTC website and MERX.

**PART 2 - REQUEST FOR PROPOSALS  
SUMMARY OF REQUIREMENTS  
SCHEDULE 2-A  
RFP DATA SHEET *cont'd***

RFP 2025 018 North Bay Paint Shop Roof Upgrade			
Proposal Detail <i>cont'd</i>			
Submission Requirements	<p>Respondents are required to submit <b>all</b> of the material documents listed below as part of their Proposal. Respondents shall confirm they have included the documents listed below with their Proposal by placing a checkmark in the column "Included in Proposal". If the Respondent fails to include a document listed below as being "Material", the respondent may be disqualified in accordance with section 6.2 (3) of the RFP.</p>		
	<b>Item</b>	<b>Included in Proposal (indicate with □)</b>	<b>Item is classified as Material</b>
	This checklist		
	Proposal Form 1 - Proposal Submission Form		Material
	Proposal Form 2 - Respondent's General Information		Material
	Proposal Form 3 - Acknowledgment to Comply with Part 3 - Request for Proposals Specifications		Material
	Proposal Form 4 - References		Material
	Proposal Form 5 - Compliance with Contract Documents		
	Proposal Form 7 - Health, Safety and Environment		Material
	Proposal Form 8 - Schedule of Materials		
	Proposal Form 9 - List of Equipment		
	Proposal Form 10 - Schedule and Proposed Approach		Material
	Proposal Form 11 - List of Key Personnel		Material
	Proposal Form 12 - Contractor's Qualification Statement		Material
	Proposal Form 13 - Claims		

**PART 2 - REQUEST FOR PROPOSALS  
SUMMARY OF REQUIREMENTS  
SCHEDULE 2-A *cont'd*  
RFP DATA SHEET**

RFP 2025 018 North Bay Paint Shop Roof Upgrade			
Important Dates			
Publication Date	Friday, April 25, 2025		
Participation Registration Form	Complete and submit to the Contact Person as soon as possible		
Deadline for Additional Information Request	Four (4) full Business Days prior to the Submission Deadline		
Submission Deadline Date and Time	Monday, May 26, 2025 at 2:00:00 p.m. (EDT)		
Project Start Date	Monday, June 23, 2025		
Target Completion Date	Monday, September 1, 2025		
Procedure of Selection			
Mandatory Requirements	Respondents must satisfy all of the Mandatory Requirements listed below. Respondents will receive a pass/fail for each Mandatory Requirement. Respondents who fail any of the Mandatory Requirements <u>will be</u> disqualified from the RFP Process.		
	Mandatory Requirement	Pass	Fail
	Respondent has participated in the Mandatory Respondents' Meeting		
	Respondent has submitted all of the material documents as specified in the Submission Requirements listed in Part 2, Request for Proposals, Summary of Requirements, RFP Data Sheet		
	Respondent has provided sufficient evidence to pass the Contractor Safety Pre-Qualification (Part 4 - Form of Proposal, Proposal Form 7, Health, Safety and Environment)		
	Respondent must be a Canadian Business or domiciled in an international trade partner.		

**PART 2 - REQUEST FOR PROPOSALS  
SUMMARY OF REQUIREMENTS  
SCHEDULE 2-A *cont'd*  
RFP DATA SHEET**

RFP 2025 018 North Bay Paint Shop Roof Upgrade		
Procedure of Selection <i>cont'd</i>		
Evaluation General Procedure	Respondents must score a <u>minimum of 50%</u> for both Experience and Qualifications and Schedule and Proposed Approach to qualify for shortlist consideration. Respondents who fail to score a minimum of 50% in either of these categories may be disqualified from the RFP Process.	
Evaluation Criteria	Description	Weight
	<p><b>Price</b>  ONTC will use the following to calculate the initial score for price:</p> <p>Lowest price of all Proposals / price of Respondent x 50 = Score</p> <p><u><i>This information shall be provided under Proposal Form 1 - Proposal Submission Form</i></u></p> <p><i>ONTC reserves the right in its sole discretion to consider the best overall value when evaluating price and adjust the score accordingly. If ONTC, in its sole discretion, is of the opinion that the Respondent has submitted a price that is too low to adequately complete the scope of work, then ONTC reserves the right not to use that price as the "Lowers price of all Proposals".</i></p>	50
	<p><b>Experience and Qualifications</b>  ONTC will assess Respondents' experience and qualifications using the information supplied in Part 4 of this RFP. The following sub-weights will apply:</p> <ul style="list-style-type: none"> <li>Respondents shall provide a Company Profile (<i>including Subcontractors, if any</i>) demonstrating a minimum of five (5) years' experience in roofing and related work in an industrial environment with a proven track record of successfully delivering construction projects in the public sector; - <b>5 points</b></li> <li>Respondents shall provide a team structure, including resumes of key personnel that will be assigned to this project (<i>including Subcontractor(s)</i>,</li> </ul>	25

**PART 2 - REQUEST FOR PROPOSALS  
SUMMARY OF REQUIREMENTS  
SCHEDULE 2-A *cont'd*  
RFP DATA SHEET**

RFP 2025 018 North Bay Paint Shop Roof Upgrade		
Procedure of Selection <i>cont'd</i>		
	<p><b>Experience and Qualifications <i>cont'd</i></b></p> <p><i>if any</i>). The key resource team shall include a Site Supervisor and all key personnel must be made available for the full term of the contract; - <b>5 points</b></p> <ul style="list-style-type: none"> <li>• Respondents shall demonstrate their knowledge and experience in performing projects of similar size and scope and provide at least three (3) project profiles to support that the Respondent has the experience and resources to complete the project - <b>15 points</b></li> </ul> <p><u><i>This information shall be provided under Proposal Form 12 Contractor's Qualification Statement</i></u></p> <p><i>ONTC may or may not contact references as part of the evaluation and may use this information as part of this score.</i></p>	25
	<p><b>Schedule and Proposed Approach</b>  ONTC will assess the Respondent's Schedule and Proposed Approach based on the following:</p> <ul style="list-style-type: none"> <li>• Respondents shall include the Schedule in the format requested as indicated in Part 4 - Form of Proposal and demonstrate that the milestone dates align with the completion dates for the Project? - <b>5 points</b></li> <li>• Respondents shall demonstrate that the schedule and proposed approach is logical and includes sufficient detail with durations for each task. Respondents shall also ensure the critical path been identified - <b>5 points</b></li> </ul> <p><u><i>This information must be provided under Proposal Form 10 - Schedule and Proposed Approach</i></u></p>	10
	<p><b>Local Benefit and Knowledge</b>  Respondents shall describe how and when they will use Ontario's local workforce, local vendors, local manufacturers, local contractors, and local manufacturers,</p>	5

**PART 2 - REQUEST FOR PROPOSALS  
SUMMARY OF REQUIREMENTS  
SCHEDULE 2-A *cont'd*  
RFP DATA SHEET**

RFP 2025 018 North Bay Paint Shop Roof Upgrade		
Procedure of Selection <i>cont'd</i>		
	<b>Local Benefit and Knowledge <i>cont'd</i></b> local contractors, and local apprentices/trainees to achieve the project goals and provide the requested services. Please list any local subcontractors or suppliers being used for the successful completion of this project  <u><i>This information must be provided under Proposal Form 12 - Contractor's Qualification Statement</i></u>	5
	<b>Labour Compliance</b> Respondents shall establish a site-use plan and demonstrate that their labour codes, workers compensation and health and safety regulations meet Ontario's standards	7.5
	<b>Health, Environmental and Sustainability</b> Respondents shall provide evidence of compliance to Ontario's environmental requirements, shall describe their waste management policy and provide details on how they intend on disposing of materials - <b>7.5 points</b>  Respondents shall provide a copy of their Health, Safety and Environmental Protection Policy - <b>7.5 points</b>	15
	<b>Total</b>	110

**PART 2 - REQUEST FOR PROPOSALS  
SUMMARY OF REQUIREMENTS  
SCHEDULE 2-B  
PARTICIPATION REGISTRATION FORM**

Required in order to register and receive any communications in relation to the requirement referenced below.

Date: \_\_\_\_\_  
Reference Number: RFP 2025 018  
Description of Requirement: North Bay Paint Shop Roof Upgrades

I, the undersigned, am registering to participate in the above referenced requirement and will be the primary contact for any communications in relation to this process and project until further advised.

Company Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

Name of person registering to represent  
company referenced above (please  
print): \_\_\_\_\_  
Email Address: \_\_\_\_\_  
Phone Number: (Main Office Number) \_\_\_\_\_  
Cell Number: \_\_\_\_\_

Signature of Primary Contact: \_\_\_\_\_

Return form to the Contact Person as referenced below via email as an attachment:

Thank you.

**Nicole Laplante**  
**Procurement Contracts Specialist**  
**Ontario Northland Transportation Commission**  
Phone: 705-472-4500 Ext. 588  
Email: [nicole.laplante@ontarionorthland.ca](mailto:nicole.laplante@ontarionorthland.ca)  
Website: [www.ontarionorthland.ca](http://www.ontarionorthland.ca)





**PART 3**  
**REQUEST FOR PROPOSALS**  
**SPECIFICATIONS**

**PART 3 - RFP SPECIFICATIONS**  
**SCHEDULE 3-A-1**  
**SCOPE OF WORK**

**1. Scope of Services**

**1.1 Summary**

ONTC is seeking proposals from qualified contractors to deliver the required services as indicated in the RFP document to complete the roofing upgrades at ONTC's Paint Shop building located in North Bay, Ontario.

The following is a General Description of the work to be completed by September 1, 2025. The work to be completed is detailed in the drawings and attached to this RFP at Schedule 3-A-3.

**1.2 Background**

The North Bay Paint Shop is a facility that is part of the North Bay Shops, a complex that is located at 916 McIntyre Street East, North Bay, ON.

The ONTC paint shop was extended in 2004, since then small repairs have been carried out. Thermographic study has identified the requirement of the roof replacement as the insulation has been damaged. The engineering study that was completed in summer 2024 confirms the feasibility of the structure for the repair. The project aims to upgrade the existing roof, and the work shall be completed in compliance with safety, building codes and standard protocols in a timely and budgetary manner without interrupting the current operations.

The project consists of: Removal and Repair work of **Section C** of North Bay Paint Shop as shown on the engineering drawings.

Total Area to be upgrade is **12,789 Sq. ft**

The Contractor will be required to measure the sections and determine the actual sizes during the mandatory site meeting.

**2. Summary of Project Requirements**

*\*\*Note: The following list of items is to be used as a guideline only and may not include all the tasks to complete the work.*

1. The Contractor will be required to complete the work in accordance with all applicable federal, provincial, and municipal laws;
2. The Contractor shall coordinate work with the owner's representative;
3. The Contractor will be required to obtain and pay for all necessary permits, fees, and ministry notifications required for the project including, but not limited to, the following:

- o Filing notice of project with the Ontario Ministry of Labour.
  - o Registering as Constructor with the Ontario Ministry of Labour.
  - o Obtaining all necessary building permits and inspections.
4. A Building Permit **will not** be required for this work. All other permits required for the work are to be obtained by the contractor;
  5. The Contractor shall provide qualified personnel to perform the work;
  6. Construction activities should be conducted on weekdays between 7:00 am and 5:00 pm ***(Working outside these hours can be done but only if approved by ONTC Representative post submitting a request at least 3 days ahead of time to ONTC Representative for approval);***
  7. The Contractor will be required to secure their work area (create construction islands) for the duration of the project. The Contractor will be responsible for all activities inside this construction island, including health and safety. The Contractor shall coordinate their work with ONTC to ensure that disruption to work being done by ONTC employees in the area outside of the construction island is not interrupted. Access by the Contractor will be restricted to the work area (construction island) only;
  8. The Contractor shall establish a site-use plan acceptable to ONTC providing an organized, safe, and efficient means of personnel transport, material handling, storage/laydown areas, construction trailer locations, access points and methods of access, and limits of construction within the premises;
  9. The Contractor shall make every reasonable effort to contain any dust or fumes so that adjacent work areas are not contaminated during the project;
  10. The Contractor shall clean up and demobilize areas upon completion of the work;
  11. The Contractor shall supply all necessary tools, machinery, and equipment to perform the work including, but not limited to, forklifts, mobile cranes, hoisting equipment, scaffolding, ladders, man lifts, temporary lighting, heating, welding machines, ventilation, consumables, and any other material or equipment required to complete the work. The Contractor shall provide all necessary vehicles and qualified personnel to transport people and materials;
  12. The Contractor shall remove all demolished material from ONTC property and pay for all disposal fees, with the exception of excavated material;
  13. The Contractor will have access to the construction island, 24 hours per day, seven days per week. The Contractor will be required to coordinate their hours of work with ONTC

and maintain a record of all people accessing the site that at a minimum includes the name of the person, time-in, time-out and their site contact with the Contractor;

14. Supply their own on-site facilities, including construction trailers, washrooms, and eating area;

15. Supply all personal protective equipment (PPE) and consumable supplies as required to meet all applicable legislation, ONTC policies and Contractor Policies;

***Note: Safety glasses with side shields, safety boots, hard hats, and high visibility clothing must be worn at all times on ONTC property. Any employees not wearing the required PPE will be immediately escorted off ONTC property;***

16. Designate a site supervisor who will be responsible for managing the project and be responsible for on-site safety, including all sub-contractors and suppliers. This site supervisor will be the single point of contact for the duration of the project. This site supervisor will be required to communicate with ONTC supervision to ensure the work is completed safely with minimal impact on the operation of the facility;

17. Coordinate required site inspections with ONTC Representative and Thomas Contracting;

18. Purchase and deliver to the site all Contractor supplied materials, equipment, facilities, and manpower necessary to accomplish the work within the schedule;

19. Any road closure request shall be submitted to the ONTC Representative for approval five (5) business days ahead of any closure;

20. The Contractor shall be aware of all high voltage equipment in the building. Be familiar with proper equipment shut down procedures and follow "Lock Out and Tag Out" procedures. Understand the effect on light sources for work involving power outages and be responsible for temporary light sources required to complete their work safely;

21. Provide regular updates to ONTC project manager, including daily progress reports;

22. Any changes or deviation must be agreed to and approved by ONTC;

23. Work shall not impact the operations at North Bay Paint Shop;

24. Material deliveries shall be coordinated with ONTC as not to interrupt Paint Operations;

25. Material hoisting plan shall be approved by ONTC ahead of any deliveries or crane set up will take place;

26. Reinstall any existing roof materials, re-install the existing roof components including flashing, drains, without affecting the existing HVAC, mechanical units and gas lines.

27. Contractor should not overload the roof and check for inclement weather;
28. Quality Inspection and final inspection to be done to verify the quality of the work being performed. (include all roofing components and adjacent units and structure); and
29. Contractor to address any deficiencies found during the inspection stage.

Project Map- Aerial View



GPS Coordinates: [46.299720285724476, -79.45196554428614](#)

### **3. Deliverables**

#### **3.1 Preconstruction Phase**

- Notice of project
- Kick off meeting
- Registration of Constructors Form 1000
- Site use plan (laydown area, parking to be used, temporary facilities)
- Health and Safety project specific plan
- Project risk assessment
- Construction schedule

#### **3.2 Construction Phase**

- Daily report with photos documenting progress and any issues.
- Safety inspection report.
- Project logs (shop drawings submission, RFI, issues, risks, etc.)

### **3.3 Close-out Phase**

- Project Records. (Certificates, Warranties, and any other documentation)
- Final Inspection with ONTC Representative
- Close out meeting
- Proper disposal slips

## **4. Schedule of services**

Construction to start on June 23, 2025 and be completed by September 1, 2025.

**PART 3 - RFP SPECIFICATIONS**  
**SCHEDULE 3-A-2**  
**TECHNICAL SPECIFICATIONS**

Refer to the Technical Specifications, as outlined below, and which are attached to this Schedule 3-A-2.

SECTION	TITLE
<b>Specification Section 07 52 00</b>	
07 52 00	Paint Shop Partial Roof Replacement
<b>Section 07 52 00 - Modified Bituminous Membrane Roofing</b>	
<b>Part 1 - General</b>	
1.1	Related Documents
1.2	Summary
1.3	System Description
1.4	General Standards Specification References
1.5	Delivery, Storage and Handling
1.6	Manufacturer's Inspections
1.7	Project Conditions
1.8	Sequencing and Scheduling
1.9	Warranty
<b>Part 2 - Products</b>	
2.1	Acceptable Materials
2.2	Description
2.3	Bituminous Materials
2.4	Sheet Materials
<b>Part 3 - Execution</b>	
3.1	Examination
3.2	General Installation Requirements
3.3	Specific
3.4	Cleaning
3.5	Final Inspection

# **SPECIFICATION SECTION 07 52 00**

## **Paint Shop Partial Roof Replacement**

### **Ontario Northland**

916 McIntyre Street East  
North Bay, ON



## SECTION 07 52 00 - MODIFIED BITUMINOUS MEMBRANE ROOFING

### PART 1 — GENERAL

#### 1.1 RELATED DOCUMENTS

Drawings and general provisions of the Contract, including the Conditions of the Contract and Division 01 Specification Sections apply to this Section.

#### 1.2 SUMMARY

Section includes required modified bituminous roofing system of all roof sections identified with the drawings with the following scope of work:

**IMPORTANT NOTE:** All required sub-trades required to facilitate the prescribed work will be the responsibility of the contractor.

Remove existing metal counter flashing and roofing down to Polyisocyanurate insulation and dispose to authorized dumpsite.

- A. Check existing insulation for damage/wet conditions and report to owner's representative.
- B. Check existing penetrations and perimeter wood blocking for damage and report to client's representative.
- C. Replace damaged/wet insulation and damaged wood blocking to match existing as authorized.
- D. Install new wood blocking at the entire perimeter detail as needed to ensure that there is a finished parapet detail that is a minimum of 8" high from the new finished roofing assembly.
- E. Install 1/4" torch grade recovery board (FM approved) (4' x 8' boards) mechanically fastened. Tightly brace all seams to allow no gaps in insulation.
- F. Install 1/4" torch grade recovery board (4'x4' boards) to new insulation in insulation adhesive. Step all boards into place immediately after placement to ensure full adhesion. Tightly brace all seams to allow no gaps in insulation. All joints must be staggered and offset between layers of insulation.
- G. Install torcheable cants everywhere where the roof surface meets a vertical point.
- H. Install one layer of SBS Torch Base Sheet to a properly prepared substrate. Over the SBS Torch Base Sheet underlayment(s), lay out the roll in the course to be followed and unroll six (6) feet. Seams for the top layer of modified membrane will be staggered over the SBS Torch Base Sheet seams. Shingle in proper direction to shed water on each area of roofing, ensuring to extend to the top of the cant, lay out the roll in the course to be followed and unroll six (6) feet. Using a roofing torch, heat the surface of the coiled portion until the burn-off backer melts away. At this point, the material is hot enough to lay into the substrate. Progressively unroll the sheet while heating and press down with your foot to insure a proper bond. Repeat this operation with subsequent rolls with side laps of four (4) inches (101mm) and end laps of eight inches. Give each lap a finishing touch by passing the torch along the joint and spreading the melted bitumen evenly with a rounded trowel to insure a smooth, tight seal.
- I. Install firestop primer to all lumber surfaces followed by a self-adhered torch grade base flashing ply to all perimeter and projections details.
- J. Install SBS Torch modified mineral surfaced membrane (as described above for the base sheet)
- K. All drains in this section to sit in an 4' x 4' sump. Use 1.0" Polyisocyanurate insulation followed by 1/4" torcheable recovery board insulation in the sump. Shave Iso insulation around sump to create a small taper.
- L. Install new u-flow drain inserts and spun aluminum cones.
- M. Install new spun aluminum stack flashings and insulate.
- N. Install new tall cones and insulate.
- O. Where pitch pockets are required, solder all seams.
- P. Install new 24 gauge series 8000 prepainted (colour tbd) metal counter flashings on roof curbs, sleepers, caps, and perimeter parapet walls and cap. Perimeter metal details will require a continuous starter strip secured 18" O.C. Metal is to have s-locks and is to be secured by use of screws in the s-locks. There are not to be any fasteners through the metal into the cant. Do not fasten metal through face of flashing.

- Q. All roof flashings are to be secured with the installation of a termination bar, fastened a minimum of 8" O.C. prior to application of new sheet metal.
- R. Install new wood blocking or paver stone on 2" extruded polystyrene insulation pad under any equipment sitting on roof membrane.
- S. Fill all pitch pockets with high quality flexible elastomeric asphaltic caulk, and caulk all open metal seams.
- T. All gas lines to received new pre-manufactured gas blocks with foam base.
- U. Clean entire project of debris and remove all equipment.
- V. Issue membrane manufacturer's 20 years warranty, non-prorated with no charge annual follow-up inspections.

### 1.3 SYSTEM DESCRIPTION

- A. It is the intent of this specification to install a long-term, quality modified bitumen roof system that meets or exceeds all current NRCA guidelines as stated in the most recent edition of the NRCA Roofing and Waterproofing Manual. Please discuss any concerns with the client's Representative and Roofing System Manufacturer.

### 1.4 GENERAL STANDARDS SPECIFICATION REFERENCES

- ASTM D-41 Specification for Asphalt Primer Used in Roofing, Dampproofing and Waterproofing
- ASTM D-312 Specification for Asphalt Used in Roofing
- ASTM D-451 Test Method for Sieve Analysis of Granular Mineral Surfacing for Asphalt Roofing Products
- ASTM D-1079 Terminology Relating to Roofing, Waterproofing and Bituminous Materials
- ASTM D-1227 Specification for Emulsified Asphalt Used as a Protective Coating for Roofing
- ASTM D-1863 Specification for Mineral Aggregate Used as a Protective Coating for Roofing
- ASTM D-2178 Specification for Asphalt Glass Felt Used as a Protective Coating for Roofing
- ASTM D-2822 Specification for Asphalt Roof Cement
- ASTM D-2824 Specification for Aluminum-Pigmented Asphalt Roof Coating
- ASTM D-4601 Specification for Asphalt Coated Glass Fiber Base Sheet Used in Roofing
- ASTM D-5147 1991 Test Method for Sampling and Testing Modified Bituminous Sheet Materials
- ASTM D-6162 Standard Specification for Styrene Butadiene Styrene (SBS) Modified Bituminous Sheet Materials Using a Combination of Polyester and Glass Fiber Reinforcements
- ASTM D-6163 Standard Specification for Styrene Butadiene Styrene (SBS) Modified Bituminous Sheet Materials Using Glass Fiber Reinforcements
- ASTM E-108 Test Methods for Fire Test of Roof Coverings
- FM Factory Mutual
- NRCA National Roofing Contractors Association
- CRCA Canadian Roofing Contractors Association
- UL Underwriters Laboratories
- WH Warnock Hersey
- CSA A123.3-M1979 (R1992). Asphalt or Tar Saturated Roofing Felt.
- CSA A123.4-M1979 (R1992) Bitumen for Use in Construction of Built-Up Roof Coverings and damp proofing and Waterproofing Systems.
- CSA A231.1-1972. Precast Concrete Paving Slabs.
- CAN/CSA-A247-M86. Insulating Fibreboard.
- CAN/CGSB-51.26-M86 Polyisocyanurate
- CSA 0151-M1978. Canadian Softwood Plywood.
- CAN/CGSB-37.5-M89. Cutback Asphalt Plastic Cement.
- CGSB 37-GP-9Ma-83. Primer, Asphalt, Unfilled, for Asphalt Roofing, Damp proofing and Waterproofing.
- CGSB 37-GP-15M-76(R1984). Application of Asphalt Primer for Asphalt Roofing, Damp proofing and Waterproofing.
- CAN/CGSB-37.29-M89. Rubber-Asphalt Sealing Compound.
- CGSB 37-GP-56M-80. Membrane, Modified, Bituminous, Prefabricated, and Reinforced for Roofing.

CAN/CGSB-51.33-M89. Vapour Barrier Sheet, Excluding Polyethylene, for Use in Building Construction.  
CAN/CSA-A82.27-M91 Gypsum Board products  
Canadian Roofing Contractors Association (CRCA). Roofing Specification Manual.

## 1.5 DELIVERY, STORAGE AND HANDLING

- A. Deliver products to site with seals and labels intact, in manufacturer's original containers, dry and undamaged.
- B. Store and handle roofing sheets in a dry, well-ventilated, weather-tight place to ensure no possibility of significant moisture exposure. Store rolls of felt and other sheet materials on pallets or other raised surface. Stand all roll materials on end. Cover roll goods with a canvas tarpaulin or other breathable material (not polyethylene).
- C. Do not leave unused materials on the roof overnight or when roofing work is not in progress unless protected from weather and other moisture sources.
- D. It is the responsibility of the contractor to secure all material and equipment on the job site. If any material or equipment is stored on the roof, the contractor must make sure that the integrity of the deck is not compromised at any time. Damage to the deck caused by the contractor will be the sole responsibility of the contractor and will be repaired or replaced at his expense.

## 1.6 MANUFACTURER'S INSPECTIONS

- A. When the project is in progress, the Roofing System Manufacturer will provide the following at the contractor's own expense:
  - 1. Keep the client's representative informed as to the progress and quality of the work as observed.
  - 2. Provide job site inspections a minimum of three (3) days a week by a qualified full-time employee of the manufacturer.
  - 3. Report to the client's representative in writing any failure or refusal of the Contractor to correct unacceptable practices called to the Contractor's attention.
  - 4. Confirm after completion of the project and based on manufacturer's observation and tests that manufacturer has observed no applications procedures in conflict with the specifications other than those that may have been previously reported and corrected.

## 1.7 PROJECT CONDITIONS

- A. Weather Condition Limitations: Do not apply roofing membrane during inclement weather or when a 40% chance of precipitation is expected.
- B. Do not apply roofing insulation or membrane to damp deck surface.
- C. Do not expose materials vulnerable to water or sun damage in quantities greater than can be weatherproofed during same day.
- D. Proceed with roofing work only when existing and forecasted weather conditions will permit unit of work to be installed in accordance with manufacturer's recommendations and warranty requirements.
- E. All slopes of greater than 1-1/2:12 do require back-nailing to prevent slippage of the ply sheets. Ring or spiral shank 1" cap nails, or screws and plates should be utilized at a rate of one fastener per ply (including the modified) at each insulation stop. Insulation stops should be placed 16' o.c. for slopes less than 3:12 and 4' o.c. for slopes greater than 3:12. On non-insulated systems, nail each ply directly into the deck at the rate specified above. When slope exceeds 1:12, strapping the

plies is recommended to help prevent slippage. Four additional fasteners should be installed at the upper edge of modified bitumen sheet when strapping the plies.

## 1.8 SEQUENCING AND SCHEDULING

- A. Sequence installation of modified bituminous sheet roofing with related units of work specified in other sections to ensure that roof assemblies including roof accessories, flashing, trim and joint sealers are protected against damage from effects of weather, corrosion and adjacent construction activity.
- B. All work must be fully completed on each day. Phased construction will not be accepted.

## 1.9 WARRANTY

- A. Upon completion of installation, and acceptance by the Owner, the manufacturer will supply to the Owner a twenty (20) years labour and material warranty, non-prorated.
- B. Contractor will submit a minimum of a two (2) years warranty to the membrane manufacturer with a copy directly to Owner.
- C. Membrane manufacturer will provide an annual inspection for the life of the warranty.

## PART 2 - PRODUCTS

### 2.1 ACCEPTABLE MATERIALS

- A. When a particular performance standard is specified it shall be indicative of the minimum standard required. No alternates to the performance standards provided will be accepted.

### 2.2 DESCRIPTION

- A. Modified bituminous roofing work including but not limited to:
  - 1. One ply of SBS Torch Grade Base Sheet fully adhered to approved torchable insulation with roofer's torches.
  - 2. Base Flashing Ply: One (1) ply of SBS Torch Grade Base sheet covered by an additional layer of SBS Torch Modified Membrane.
  - 3. Modified Membrane: 195 mil SBS (Styrene-Butadiene-Styrene) rubber modified roofing membrane with a dual fiberglass scrim. This membrane is designed for torch applications and has a burn-off backer that indicates when the material is hot enough to be installed.

### 2.3 BITUMINOUS MATERIALS

- A. Asphalt Primer: V.O.C. compliant, ASTM D-41.
- B. Asphalt Roofing Mastic: V.O.C. compliant, ASTM D-2822, Type II.

### 2.4 SHEET MATERIALS

- A. Base Field and Flashing Ply
  - 1. Torcheable base sheet with 110 mil minimum thickness.

B. Modified Field and Flashing Ply

195 mil SBS (Styrene-Butadiene-Styrene) rubber modified roofing membrane with a dual fiberglass scrim.

1. ASTM D 6162 Type III

Tensile Strength (ASTM D-5147)		
2 in/min. @ 73.4 ° 3.6°F	>MD 250 lbf/in	CMD 250 lbf/in
50 mm/min. @ 23 ° 3°C		
Tear Strength (ASTM D-5147)		
2 in/min. @ 73.4 ° 3.6°F	>MD 400 lbf	CMD 400 lbf
50 mm/min. @ 23 ° 3°C		
Elongation (ASTM D-5147)		
2 in/min. @ 73.4 ° 3.6°F	>MD 6.0%	CMD 6.0%
50 mm/min. @ 23 ° 3°C		
Low Temperature Flexibility (ASTM D-5147)		Passes -30°F
SRI		>78

### PART 3 - EXECUTION

#### 3.1 EXAMINATION

- A. Verify that deck surfaces and project conditions are ready to receive work of this section.
- B. Verify that deck is supported and secured to structural members.
- C. Verify that deck is clean and smooth, free of depressions, projections or ripples, and is properly sloped to drains.
- D. Verify that adjacent roof substrate components do not vary more than 1/4 inch in height.
- E. Verify that deck surfaces are dry and free of snow or ice.
- F. Confirm that moisture content does not exceed twelve (12) percent by moisture meter tests.
- G. Verify that openings, curbs, pipes, conduit, sleeves, ducts, and other items which penetrate the roof are set solidly, and that wood cant strips, wood nailing strips, and reglets are set in place.

#### 3.2 GENERAL INSTALLATION REQUIREMENTS

- A. Cooperate with manufacturer, inspection and test agencies engaged or required to perform services in connection with installing the roof system.
- B. Insurance/Code Compliance: Where required, install and test the roofing system to comply with governing regulation and specified insurance requirements.
- C. Protect other work from spillage of roofing materials and prevent materials from entering or clogging drains and conductors. Replace or restore other work damaged by installation of the modified bituminous roofing system work.

- D. Coordinate installing roofing system components so that insulation and roofing plies are not exposed to precipitation or left exposed overnight. Provide cut-offs at end of each day's work to cover exposed ply sheets and insulation. Remove cut-offs immediately before resuming work.
- F. Substrate Joint Penetrations: Prevent bitumen from penetrating substrate joints, entering building, or damaging roofing system components or adjacent building construction.
- H. Apply roofing materials as specified herein unless recommended otherwise by manufacturer's instructions. Keep roofing materials dry before and during application. Do not permit phased construction. Complete application of roofing plies, modified sheet and flashing in a continuous operation. Remove, begin, and apply only as much roofing in one day as can be completed that same day.
- I. Cut-Offs: At end of each day's roofing installation, protect exposed edge of incomplete work, including ply sheets and insulation. Provide temporary covering of one ply of base sheet.

### 3.3 SPECIFIC

- A. The gas lines (if applicable) are to receive two coats of an epoxy fortified rust coating (yellow). All gas line supports are to receive new pre-manufactured plastic gas line supports with pre-laminated extruded polystyrene below them.
- B. All metal roof penetration accessories (vents, hatches, etc...) are to receive two coats of an epoxy fortified rust coating (silver).
- C. All mechanical unit condensate drains are to receive a concrete splash pad with minimum of 1" extruded polystyrene installed below them.

### 3.4 CLEANING

- A. Remove drippage of bitumen adhesive and any and all dirt from all walls, windows, floors, ladders and finished surfaces.
- B. In areas where finished surfaces are soiled by asphalt or any other sources of soiling caused by work of this section, consult manufacturer of surfaces for cleaning advice and conform to their instructions.

### 3.5 FINAL INSPECTION

- A. At completion of roofing installation and associated work, meet with Installer, installer of associated work, client's representative, roofing system manufacturer's representative, and other representatives directly concerned with performance of roofing system.
- B. Walk roof surface areas of the building, inspect perimeter building edges as well as flashing of roof penetrations, walls, curbs and other equipment. List all items requiring correction or completion and furnish copy of list to each party attending.
- C. The Roofing System Manufacturer reserves the right to request a thermographic scan of the roof during final inspection to determine if any damp or wet materials have been installed. The thermographic scan shall be provided by the Roofing Contractor at a negotiated price.
- D. If core cuts verify the presence of damp or wet materials, the Roofing Contractor shall be required to replace the damaged areas at his own expense.
- E. Repair or replace (as required) deteriorated or defective work found at time above inspection to a condition free of damage and deterioration at time of Substantial Completion and according to warranty requirements.
- F. The Contractor is to notify the Owner upon completion of corrections.

- G. Following the final inspection, acceptance will be made in writing.

END OF DOCUMENT

**PART 3 - RFP SPECIFICATIONS**  
**SCHEDULE 3-A-3**  
**ISSUE FOR TENDER DRAWINGS**

Refer to the Issue for Tender Drawings completed by Garland Canada Inc., as outlined below, and which are attached to this Schedule 3-A-3.

Drawing No.	Description	Date
<b>Table Index - Roof Replacement</b>		November 27, 2024
G-101	Roof Plan	
G-102	Existing Composition & Demolition Plan - Metal Deck	
G-103	Construction Plan - Scope of Work & Instructions - Metal Deck	
G-104	Construction Details - Metal Deck	
G-105	Construction Details - Metal Deck	
G-106	Construction Details - Insulation Fastening Pattern & Adhesive Ribbon Spacing	



916 MCINTYRE STREET EAST  
NORTH BAY  
ONTARIO        P1B 8L3

**PROJECT # ON271124G**  
**ROOF REPLACEMENT**



**TABLE INDEX**

- G-101 ROOF PLAN
- G-102 EXISTING COMPOSITION & DEMOLITION PLAN - METAL DECK
- G-103 CONSTRUCTION PLAN - SCOPE OF WORK & INSTRUCTIONS - METAL DECK
- G-104 CONSTRUCTION DETAILS - METAL DECK
- G-105 CONSTRUCTION DETAILS - METAL DECK
- G-106 CONSTRUCTION DETAILS - INSULATION FASTENING PATTERN & ADHESIVE RIBBON SPACING



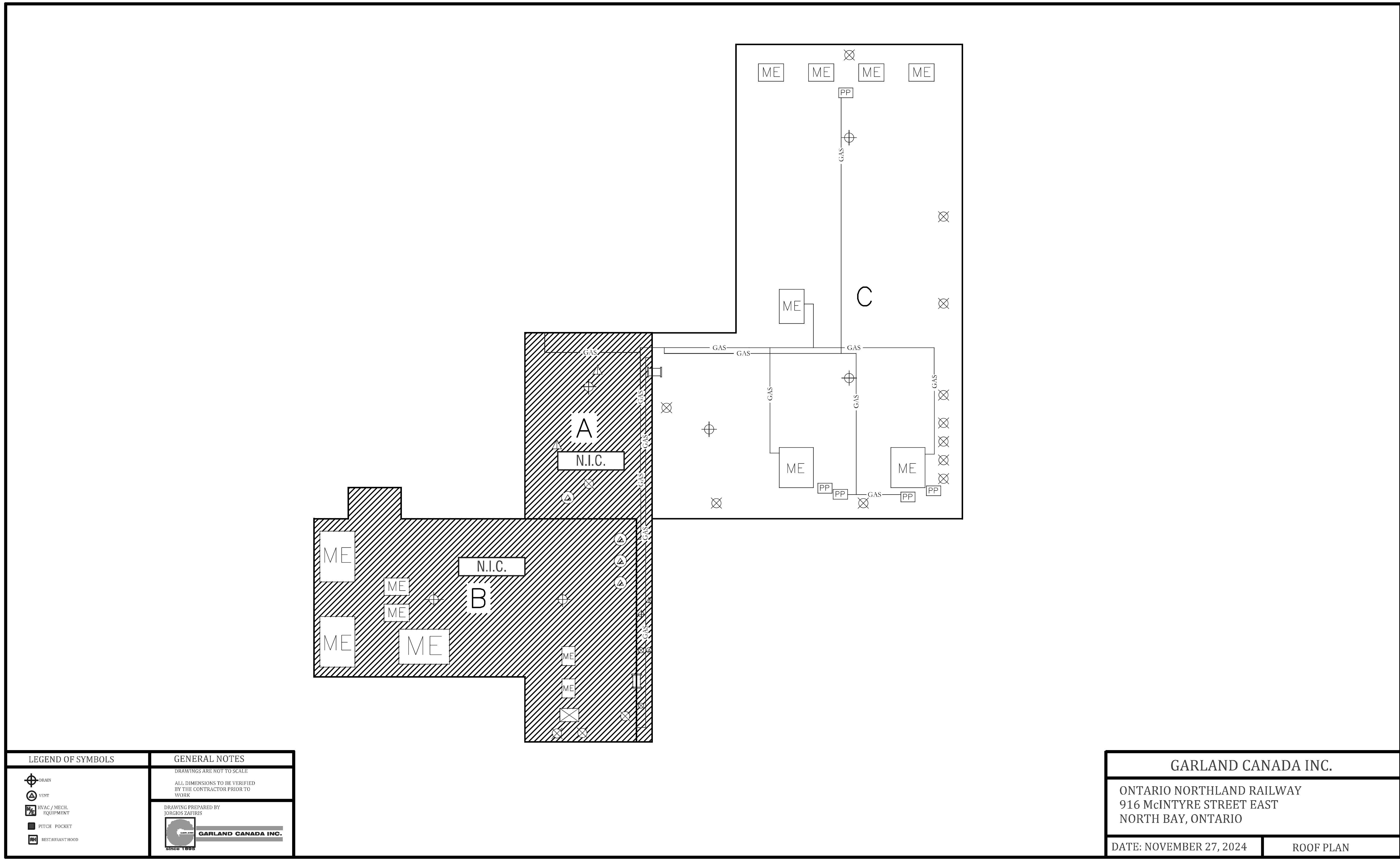
**NOTES**

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YROCHON@GARLANDCANADA.COM  
(705) 492-8001

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GARLAND CANADA INC  
209 Carrier Drive, Toronto, ON M9W 5Y8  
TEL: 1-800-387-5991  
www.garlandcanada.com





ON271124G ROOF REPLACEMENT

**SUBMITTED :**  
**FOR TENDER ON 11/27/24**

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**LEGEND**

⊕	AIR CONDITIONING	ME	Mechanical Equipement
ME	Mechanical Unit	⊕	Conduit
⊕	AC on sleeper	⊕	Power Vent
⊕	Capped curb	⊕	Power Vent on Curb
⊕	Chimney	⊕	Vent
⊕	Drain	⊕	Vent on Curb
⊕	Duct Work	PP	Pitch Pocket
⊕	Equipment support	⊕	Redundant Curb
⊕	Roof Hatch	⊕	Satellite Antenna
⊕	Insulation Vent	⊕	Scupper
⊕	Ladder	⊕	Guy Wire
⊕	Ladder with crinoline	⊕	Cable wire
⊕	Cable anchor	⊕	Gas Line
⊕	Expansion joint	⊕	Equipment Support
⊕	Skylight	⊕	Goose Neck
⊕	Plumbing Vent		
⊕	Plumbing vent on curb		
TOUR DEAU	Water Tower		
⊕	Life line anchor		



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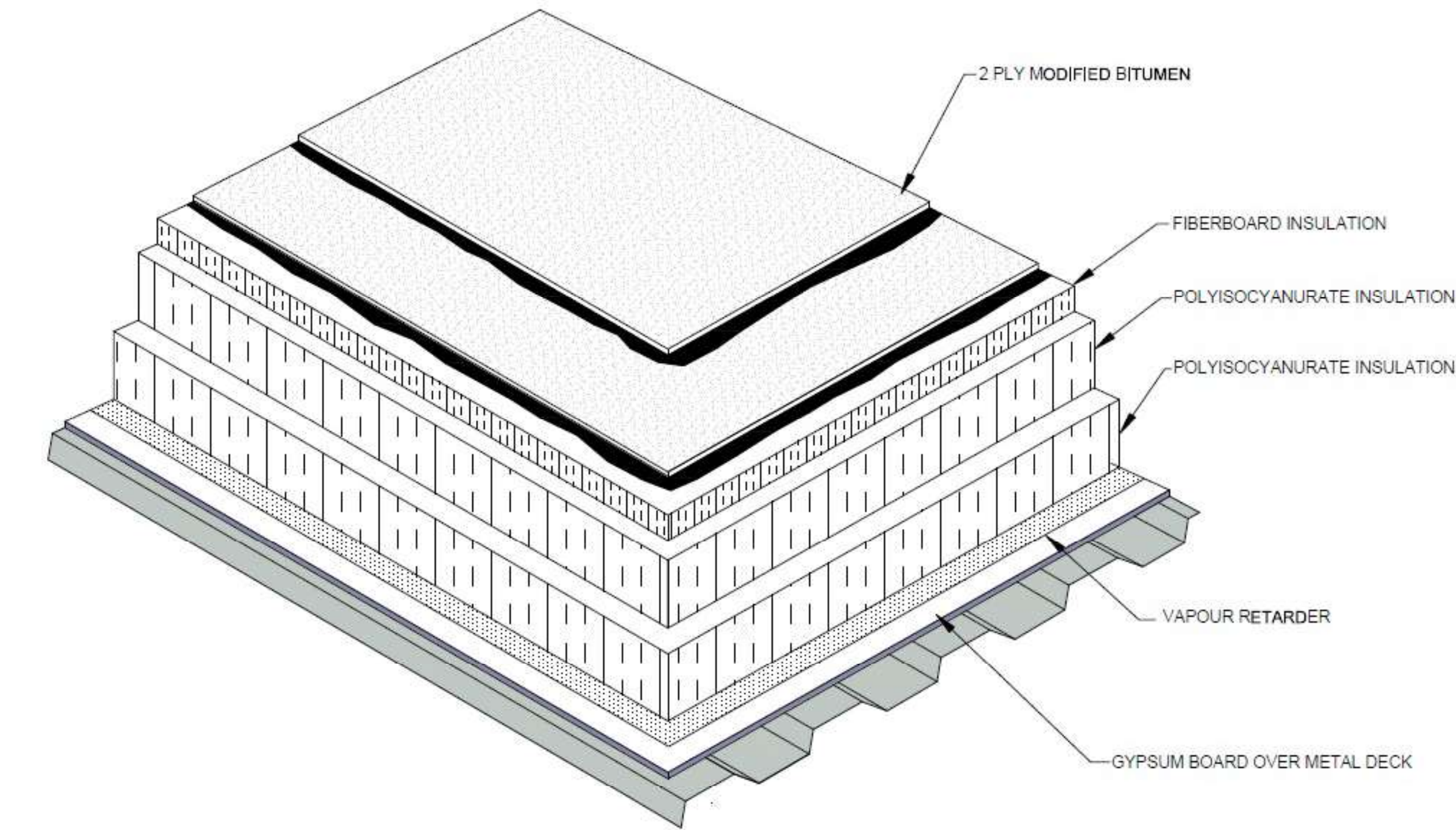
PROJECT # : ON271124G

DATE	11/27/24
DRAWING	G 101

SCALE	NTS
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CIT	NORTH BAY
PROVINCE	ONTARIO
POSTAL CODE	K7A 1G6





EXISTING COMPOSITION

COMPOSITIONS

- 1. 0.25" TORCH GRADE RECOVERY BOARD (MECHANICALLY FASTENED)
- 2. 0.25" TORCH GRADE RECOVERY BOARD (ADHERED)
- 2. SBS BASE SHEET - TORCH APPLIED
- 3. SBS MINERAL SURFACED CAP SHEET - TORCH APPLIED

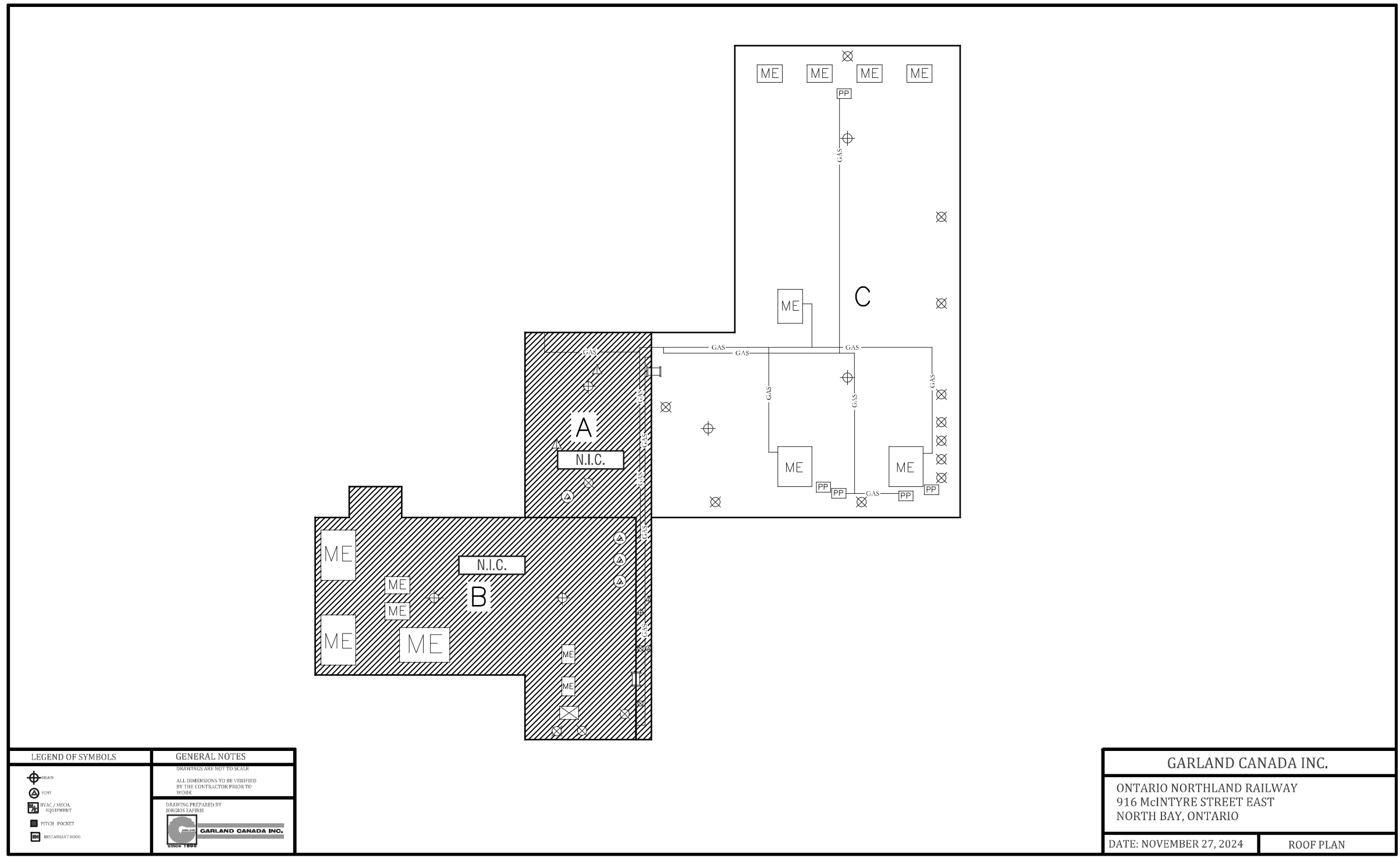
NEW COMPOSITION

- 1. EXISTING 2-PLY MODIFIED BITUMEN
- 2. EXISTING 0.5" FIBERBOARD INSULATION

DEMO

- 1. METAL DECK
- 2. VAPOUR BARRIER
- 3. 0.5" GYPSUM BOARD
- 4. 2" POLYISO
- 5. 2" POLYISO

EXISTING



DEMOLITION NOTES

- 1. Demolish all roof components to EXISTING POLYISOCYANURATE INSULATION
- 2. Demolish and dispose of all redundant penetrations as indicated in the drawings
- 3. Remove and dispose of all metal flashing and counter-flashing
- 4. Dispose of all debris to an authorized land field or dumping site.
- 5. At the end the demolition, properly clean the surface of all areas.

SPECIFIC NOTES

- 1. Before the demolition of the system, identify with the owner's representative all components to recuperate or services to interrupt.
- 2. Take all necessary measures to reduce the amount of dust and debris generated during the demolition.
- 3. Do not execute work involving excessive noise during the working hours of the building occupants. Coordinate with the owner's representative all work of such nature.
- 4. Protect the building, adjacent buildings, properties and people from any demolition hazards including but not limited to: dust, debris, injuries and accidents.
- 5. Coordinate with the owner's representative the need of protecting any ventilation equipment or intakes.
- 6. Coordinate with the owner's representative the need of installing any interior protection and avoid any disruption to the building occupants.
- 7. Protect all roof sections that are not included in this scope of work against any damages and proceed with necessary repairs.
- 8. Advise the consultant of all deficiencies or structural damages before continuing the work. Such conditions must not be covered before its assessment by the consultant or a licensed engineer.
- 9. Stop all demolition work if it jeopardizes the structural integrity of the building or any adjacent building.
- 10. Extend parapets height to the a minimum of 4".

ON271124G ROOF REPLACEMENT

SUBMITTED

FOR TENDER ON 11/27/24

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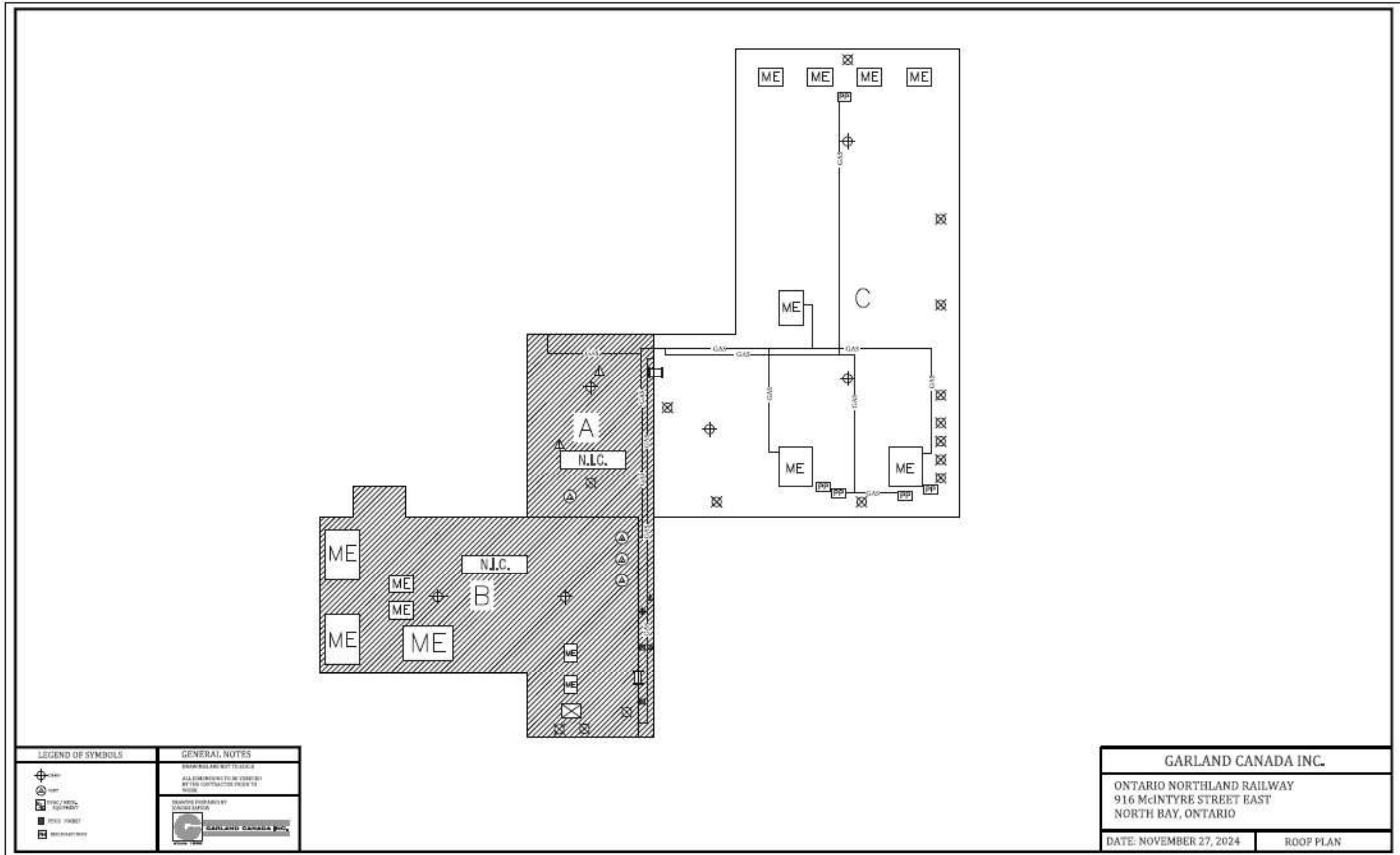
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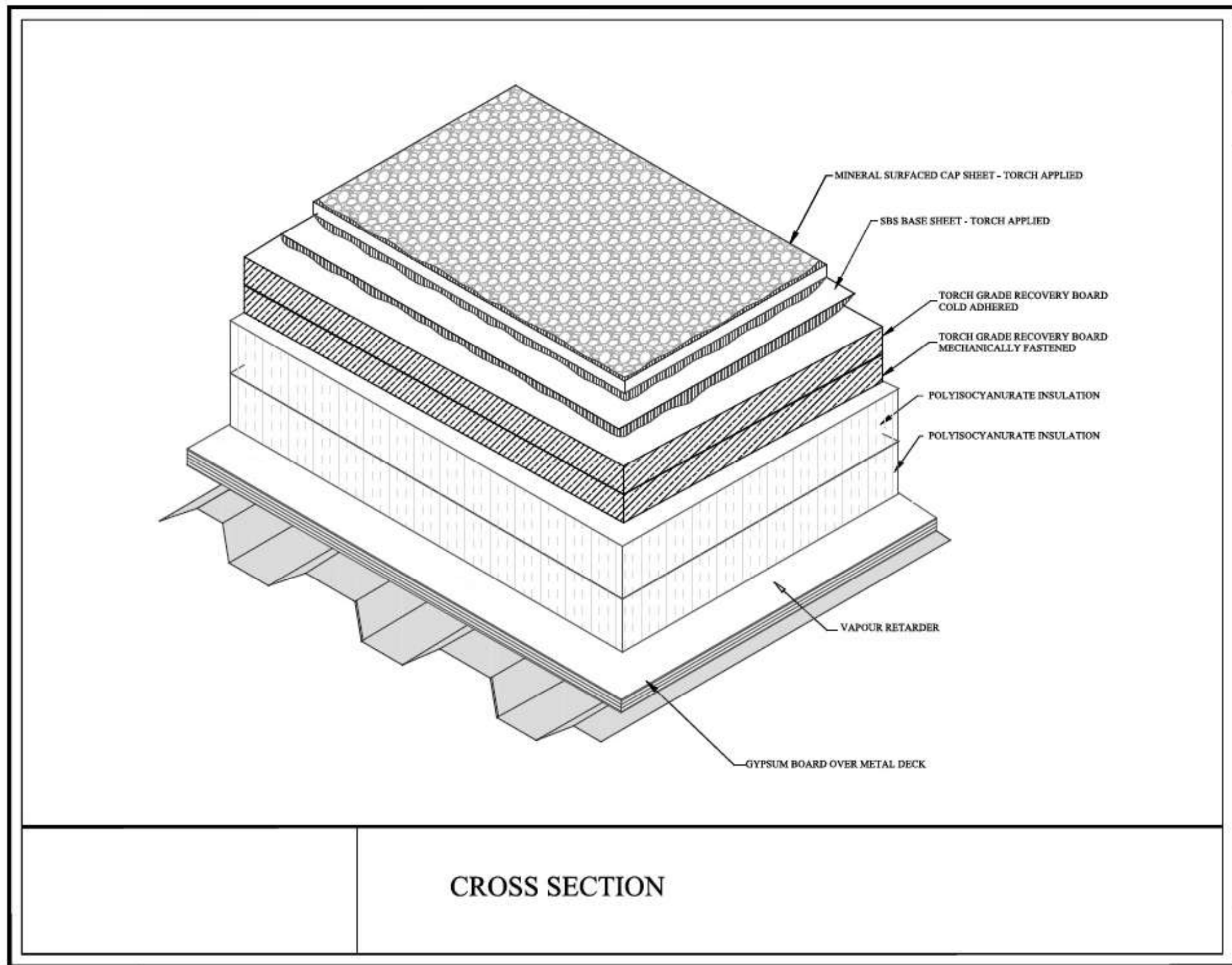
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Ontario Northland		
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CITY	NORTH BAY	
PROVINCE	ONTARIO	
POSTAL CODE	P1A 2C5	





 DETAIL COORDINATION PLAN



$\frac{2}{103}$  NEW COMPOSITION

## CONSTRUCTION NOTES

1. REMOVE ALL ROOFING DOWN TO EXISTING POLYISOCYANURATE INSULATION.
- \*NOTE: EXISTING INSULATION IS TO BE FASTENED TO A MINIMUM REQUIREMENT OF THE FASTENING PATTERN AS ILLUSTRATED WITHIN THE DRAWINGS.
- \*\*NOTE: ALL WET POLYISOCYANURATE INSULATION IS TO BE REPLACED WITH LIKE TYPE AND THICKNESS OF INSULATION, AS AUTHORIZED.
2. INSTALL A PRE-PRIMED RECOVERY BOARD 1/2" THICK - MECHANICALLY FASTENED
3. INSTALL WITH POLYURETHANE ADHESIVE IN BEDS OF 4" A PRE-PRIMED RECOVERY BOARD 1/2" THICK.
4. INSTALL NEW CANT STRIP ADHERED WITH URETHANE ADHESIVE AT ALL VERTICAL TRANSITIONS.
5. TORCH APPLY THE SPECIFIED BASE SHEET TO THE RECOVERY BOARD
- ENSURE THAT THE MEMBRANE IS FREE OF VOIDS, AIR, WRINKLES AND FISH MOUTHS
- CARE IS TO BE TAKEN TO NOT UNDER OR OVERHEAT THE MEMBRANE. UNIFORM BLEED-OUT IS REQUIRED AT ALL MEMBRANE TRANSITION LAPS.
6. TORCH APPLY THE SPECIFIED CAP SHEET TO THE BASE PLY. ENSURE THAT THE MEMBRANE IS FREE OF VOIDS, AIR, WRINKLES AND FISH MOUTHS. ALL SEAMS SHOULD BE HEAT WELDED WITH A HEAT WELDING GUN. CARE IS TO BE TAKEN TO NOT UNDER OR OVERHEAT THE MEMBRANE. UNIFORM BLEED-OUT IS REQUIRED AT ALL MEMBRANE TRANSITION LAPS. RESPECT THE APPLICATION RATE AND MANUFACTURER INSTRUCTIONS/RECOMMENDATIONS.
7. INSTALL NEW 2 PLY FLASHING MEMBRANE. EXTEND BASE FLASHING MEMBRANE 6" ON THE FIELD AND CAP SHEET 9" ON THE FIELD.
- \*NOTE: BASE FLASHINGS IS TO BE A SELF-ADHERED MEMBRANE WITH ASSOCIATED PRIMER.
8. SECURE ALL FLASHING MEMBRANES TO THE BACK OF A PARAPET OR CURB. IF SUCH OPTION IS NOT AVAILABLE INSTALL A TERMINATION BAR, SECURED 6" O.C AND APPLY SEALANT.
9. INSTALL NEW DRAINS AND ROOF PENETRATIONS AS PER DETAILS.
10. INSTALL NEW METAL FLASHING AND COPING CAPS AS PER SPECIFICATION
11. REMOVE ALL EQUIPMENT, MATERIAL AND DEBRIS AT THE END OF THE PROJECT.
12. PROVIDE THE SPECIFIED WARRANTY FOR THE PROJECT.

### SPECIFIC CONSTRUCTION NOTES

1. ALL WORK MUST COMPLY WITH NBCC 2015, NPCC 2015, NFCC 2015, NECB 2017, SMACNA ARCHITECTURAL SHEET METAL MANUAL, RCABC ROOFING MANUAL, CSA B149.10, CSA B52, TSBC REQUIREMENTS AS WELL AS ANY OTHER APPLICABLE FEDERAL, PROVINCIAL OR MUNICIPAL CODE OR BYLAW.
2. TAKE ALL PRECAUTIONS IN ORDER TO MINIMIZE SMELL, DUST AND FALLING DEBRIS DURING CONSTRUCTION. CLOSE OR PROTECT IF NECESSARY ALL INTAKE UNITS.
3. SET UP A SAFETY PERIMETER IN CORRESPONDING WORK AREA INSIDE AND AROUND THE BUILDING.
4. SET UP A SAFETY PERIMETER IN THE AREAS OF MOBILIZATION IN ORDER TO PREVENT ALL HAZARDS AND PROTECT PEOPLE AND PROPERTIES.
5. CONFIRM WITH THE OWNER IF AREAS INSIDE THE BUILDING MUST BE EVACUATED OR PROTECTED DURING WORK EXECUTION. TAKE ALL NECESSARY PRECAUTIONS IN ORDER TO SATISFY THE OCCUPANTS OF THE BUILDING.
6. ALL WORK MUST REMAIN WATERTIGHT DURING THE PROJECT. TAKE ALL NECESSARY PRECAUTIONS IN ORDER TO AVOID ANY LEAKS EVEN WITH TEMPORARY SEALS.
7. PHASED ROOFING IS NOT PERMITTED. ALL SYSTEM PLIES MUST BE INSTALLED DURING THE SAME WORK DAY. ONLY DEMOLISH WHAT CAN BE FULLY RECOVERED WITHIN THE SAME DAY.
8. INSTALL TEMPORARY WATER CUT-OFFS AT THE END OF EACH WORK DAY.
9. **THE CONTRACTOR MUST VERIFY MEASUREMENT AND COMPOSITION PRIOR TO SUBMITTING ANY QUOTATION.**
10. PREPARE AND CLEAN ALL AREAS FROM ANY DAMAGE.
11. KEEP JOB SITE ORGANIZED AND CLEAN AT ALL TIMES.
12. **ROOF DRAINS** - CONNECTION OF REPLACEMENT AND NEW ROOF DRAINS SHALL BE CONNECTED TO EXISTING PIPING USING CODE COMPLAINT MATERIALS AND METHODS, INCLUDING MECHANICAL JOINTS (CSA B602) AND PIPING MATERIALS (CSA B70) COMPLIANT WITH NPCC 2015. CONCENTRIC MJS SHALL EMPLOY A STAINLESS STEEL SHEAR BAND.
13. **PIPE SUPPORT** - PIPES AND JOINTS SHALL BE SUPPORTED AND BRACED IN ACCORDANCE WITH NPCC AND TO ENSURE NO JOINT SEPARATION IS EXPERIENCED AS A RESULT OF PIPE WEIGHT OR WATER COLUMN. PROVIDE NEW INSULATION FOR ALL NEW PIPING INCLUDING AT UNDERSIDE OF NEW DRAIN BODIES.
14. **INSULATION** - REPAIR ANY DAMAGED RAINWATER LEADER INSULATION AND VAPOUR BARRIER AS REQUIRED AS A RESULT OF PERFORMING THIS WORK.
15. **TRADES** - ALL WORK ON MECHANICAL AND PLUMBING SYSTEMS TO BE PERFORMED BY LICENSED AND QUALIFIED TRADES COMMENSURATE WITH THE SYSTEM BEING WORKED ON.

ON271124G ROOF REPLACEMENT

**SUBMITTED**  
**FOR TENDER ON 11/27/24**

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


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### LEGEND

AIR CONDITIONING	
	Mechanical Unit
	AC on sleeper
	Capped curb
	Chimney
	Drain
	Duct Work
	Equipment support
	Roof Hatch
	Insulation Vent
	Ladder
	Ladder with crinoline
	Cable anchor
	Expansion joint
	Skylight
	Plumbing Vent
	Plumbing vent on curb
	Water Tower
	Life line anchor



ENGINEERING SEAL

REVISION #	DATE	BY
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PROJECT #: ON271124G

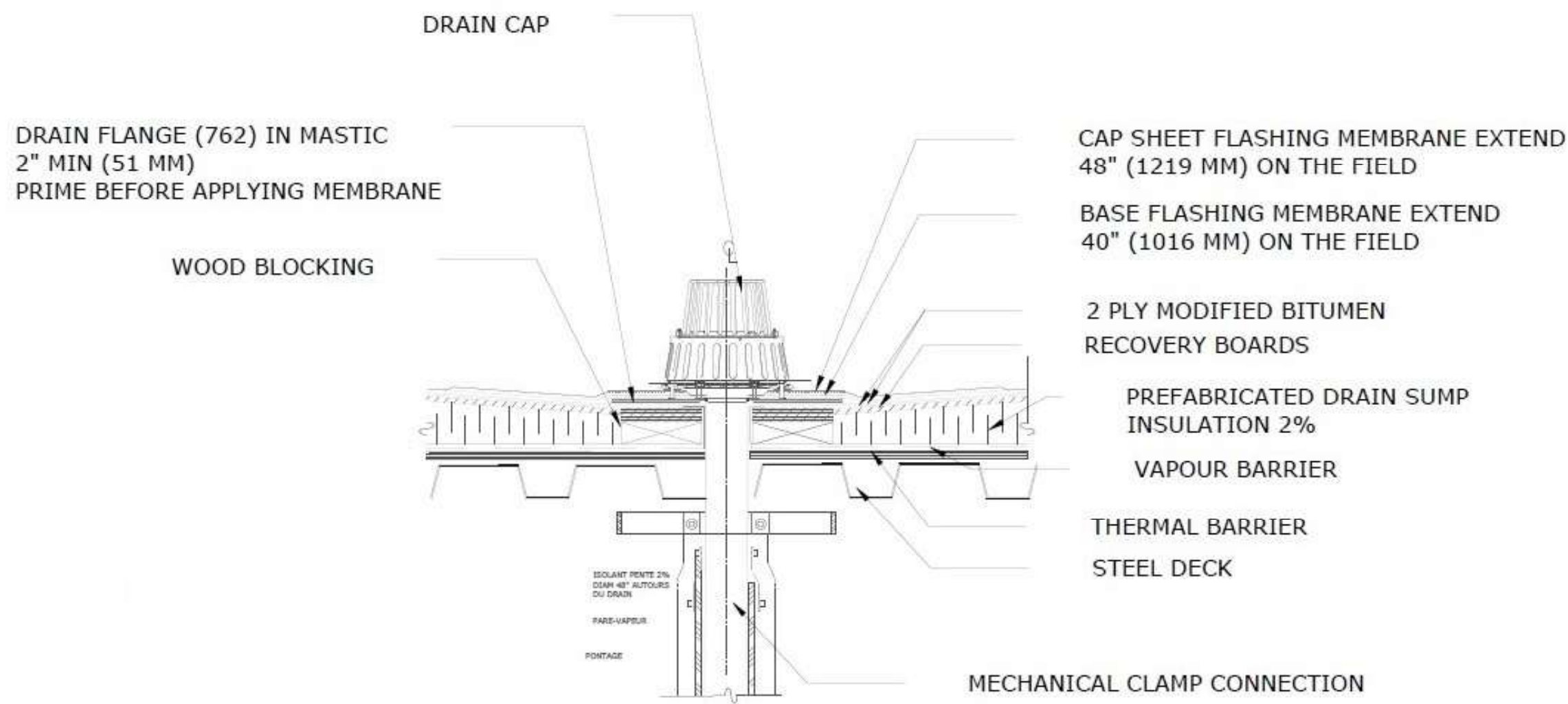
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<b>DRAWING</b>	G103

<i>SCALE</i>	NTS
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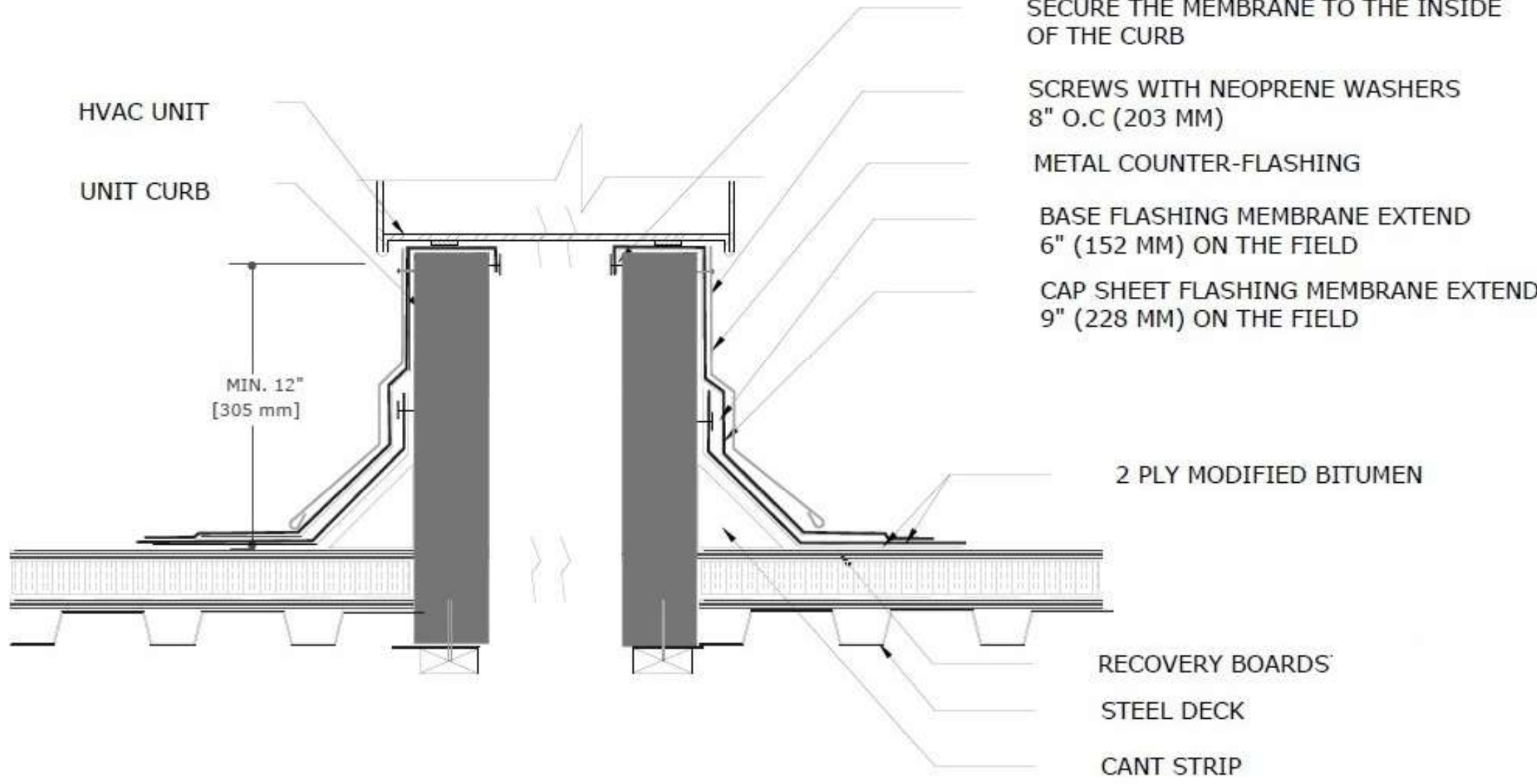


<b>ADDRESS</b>	916 MCINTYRE STREET EAST
<b>CITY</b>	NORTH BAY
<b>PROVINCE</b>	ONTARIO
<b>POSTAL CODE</b>	L1B 0L5

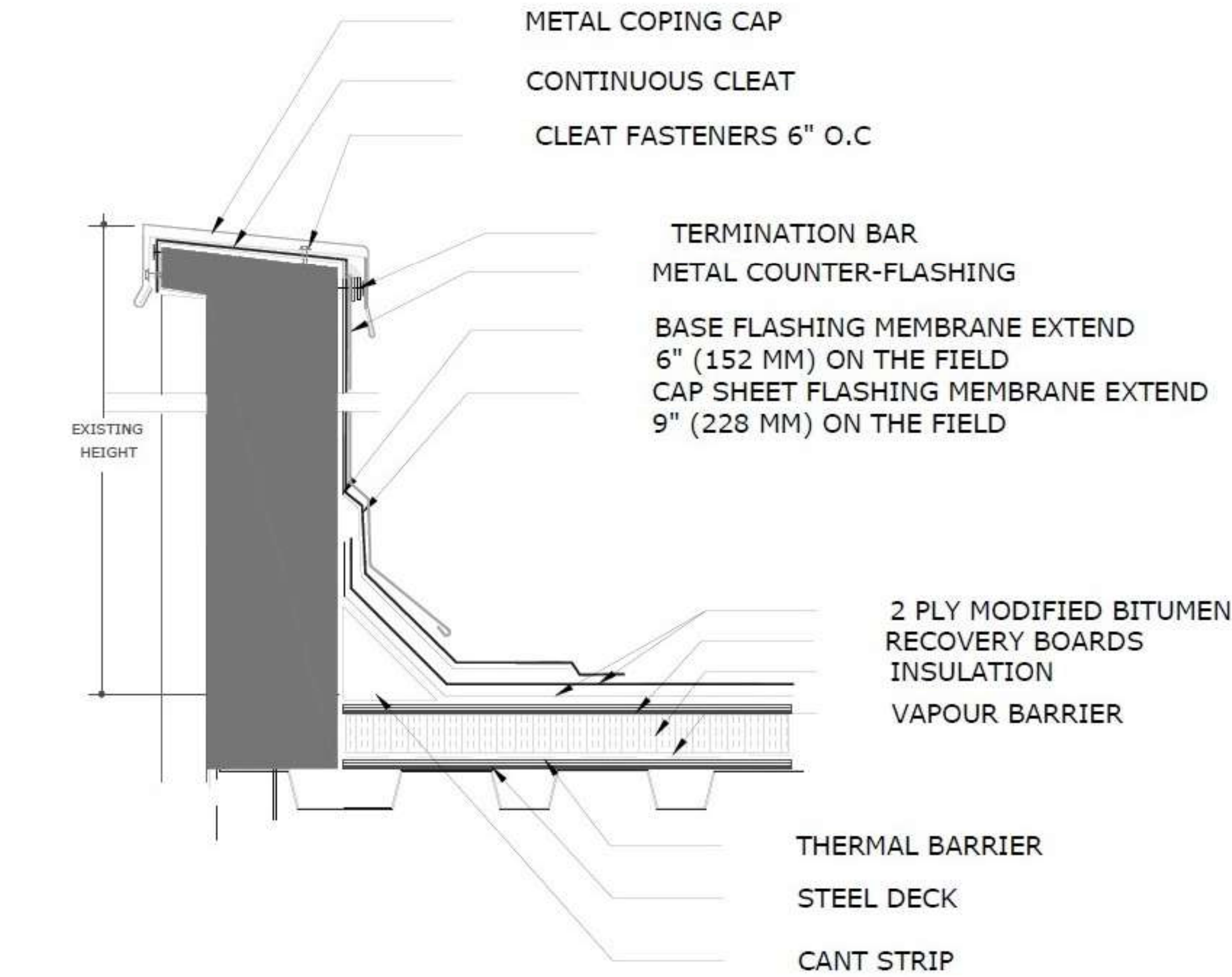




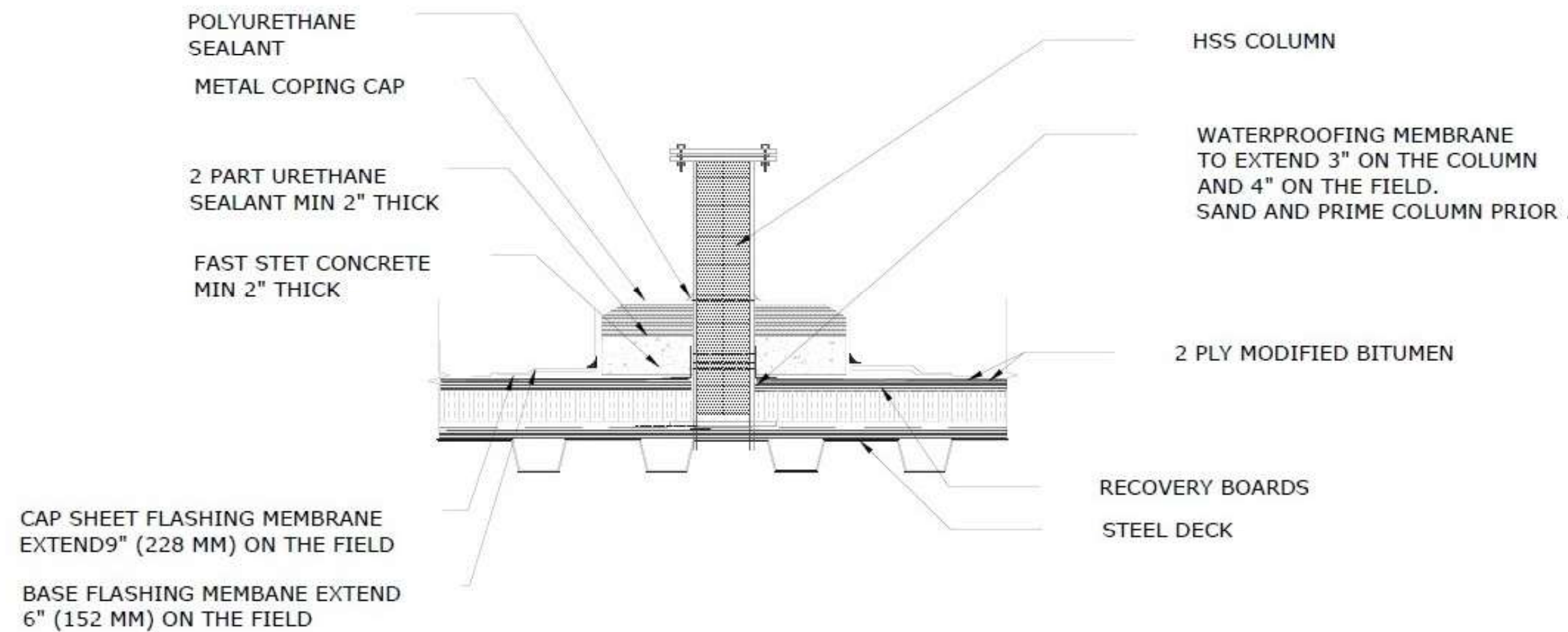
1  
104 CONSTRUCTION DETAIL: DRAIN



2  
104 CONSTRUCTION DETAIL: HVAC UNIT



3  
104 CONSTRUCTION DETAIL: PARAPET



4  
104 CONSTRUCTION DETAIL: PITCH POCKET

ON271124G ROOF REPLACEMENT


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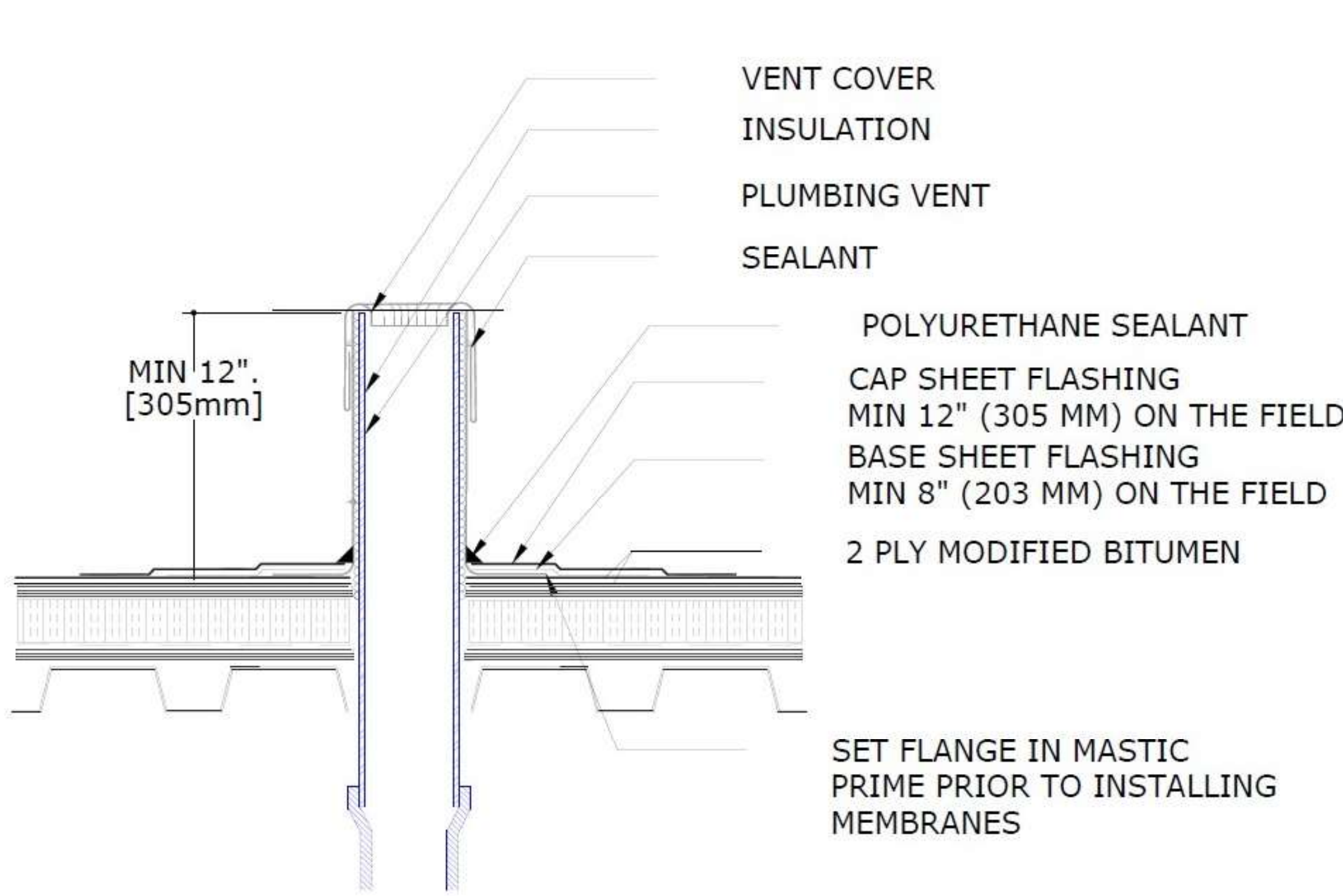
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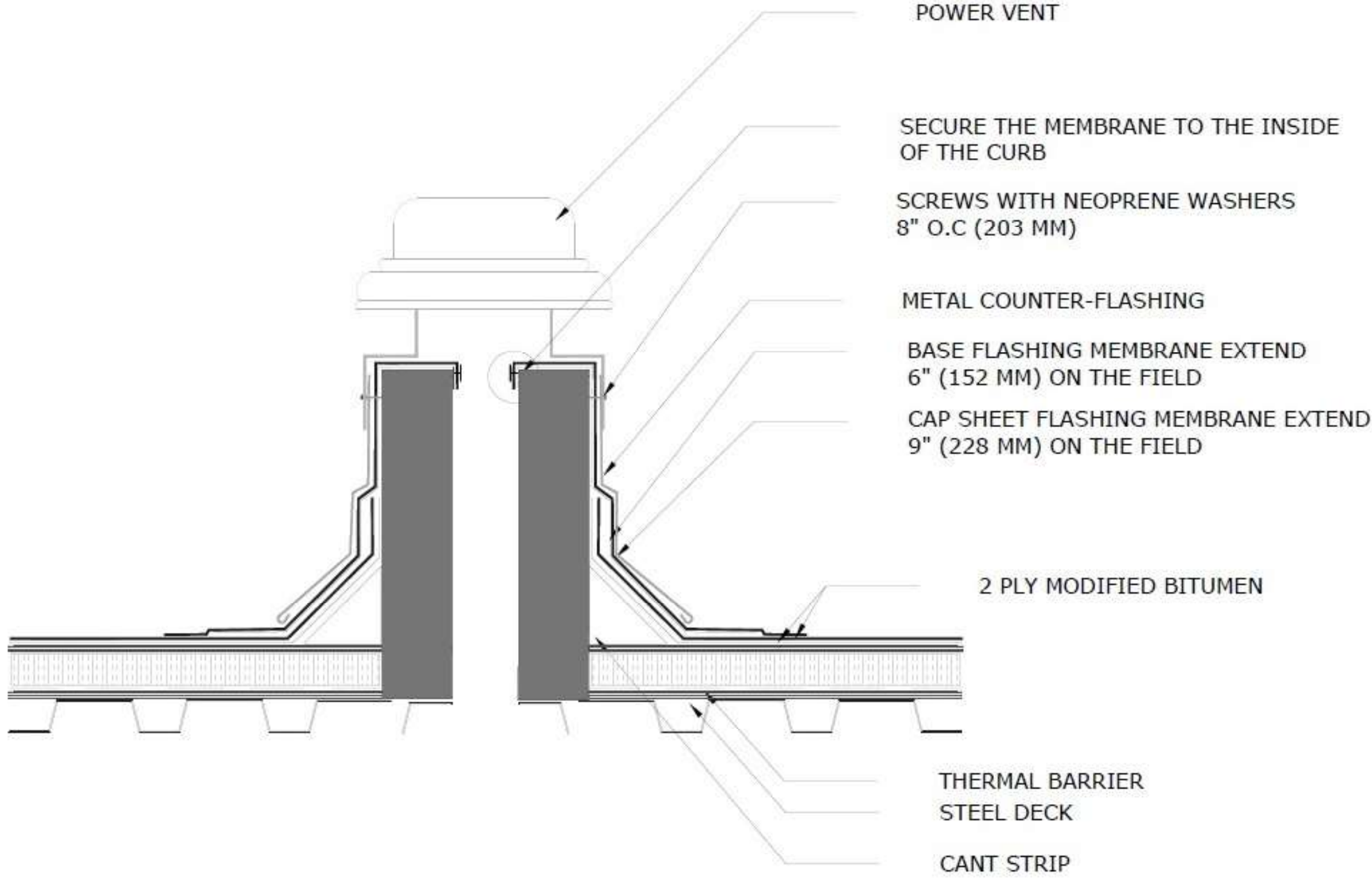
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REVISION #	DATE	BY
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PROJECT #: ON271124G		
DATE	11/27/24	
DRAWING	G104	
SCALE	NTS	
<div> Ontario Northland</div>		
ADDRESS	916 MCINTYRE STREET EAST	
CITY	NORTH BAY	
PROVINCE	ONTARIO	
POSTAL CODE	P1B 0L0	





1  
105

CONSTRUCTION DETAIL: PLUMBING STACK



2  
105

CONSTRUCTION DETAIL: POWER VENT

ON271124G ROOF REPLACEMENT

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- Contractor must verify with the owner's representative all roof projections, disconnections, reconnections, deviation or service interruptions prior to bidding
- Only the conditions that are not covered by these drawings can be subject additional charges at the discretion of the owner
- Any extra that was not pre-approved by the owner will be rejected
- All questions should be addressed to  
YVES ROCHON  
  
YROCHON@GARLANDCANADA.COM  
  
(705) 492-8001



**GARLAND CANADA INC.**

ENGINEERING SEAL

REVISION #	DATE	BY
0		
0		
0		

PROJECT #: ON271124G

DATE	11/27/24	
DRAWING	G 105	
SCALE	NTS	

ADDRESS	916 MCINTYRE STREET EAST	
CITY	NORTH BAY	
PROVINCE	ONTARIO	
POSTAL CODE	P1B 8L3	



**PART 3 - RFP SPECIFICATIONS**  
**SCHEDULE 3-A-4**  
**REFERENCE REPORTS**

Refer to the Reference Reports, as outlined below, and which are attached to this Schedule 3-A-4.

DESCRIPTION	DATE
Designated Substance Survey Report	December 2023



*December 2023*

***PAINT & GRIT SHOP  
DESIGNATED SUBSTANCES SURVEY  
2023 UP-DATE REPORT***

***ONTARIO NORTHLAND REMANUFACTURING AND REPAIR CENTRE  
916 MCINTYRE STREET EAST  
NORTH BAY, ONTARIO***



***Full DSS Report Issued by:  
THOMAS CONTRACTING  
Project No. TC-201434***

***Paint and Grit Shop DSS Revised by:  
THOMAS CONTRACTING  
Project No. TC-201632***



## THOMAS CONTRACTING

212A Birchgrove Drive East  
Callander, Ontario  
P0H 1H0

PHONE : (705) 499 – 8006  
EMAIL : asbestos@vianet.ca

Reference: TC - 201632

December 5<sup>th</sup>, 2023

### ONTARIO NORTHLAND

555 Oak Street East  
North Bay, ON  
P1B 8L3

**ATTENTION: Jonathan Boese – Sr. Capital Project Manager**

Dear Sirs:

### **PAINT & GRIT SHOP – NORTH BAY DESIGNATED SUBSTANCES SURVEY 2023 UP-DATE REPORT**

#### **1.0 INTRODUCTION**

Thomas Contracting was commissioned by the Ontario Northland Transportation Commission (ONTC) to complete a designated substances survey (DSS) up-date of their Paint & Grit Shop located within the Remanufacturing and Repair Centre situated at 916 McIntyre Street East, North Bay, Ontario. The objective of this up-date was to provide the ONTC with a “present day snap-shot” report of the previously noted designated substances by amending (up-dating) the existing Paint & Grit Shop “Building / Room DSS Assessment” tables found in Appendix ‘D’ of our full Ontario Northland Remanufacturing and Repair Centre DSS Assessment Report (October 31<sup>st</sup>, 2018) to reflex any changes in their condition and / or abatement activities conducted within the Paint & Grit Shop to-date.

This DSS up-date survey satisfies requirements of the Occupational Health and Safety Act with regards to the presence / absence of designated substances identified within this report.

#### **2.0 FINDINGS**

##### **2.1 Abatement Activities**

No designated substance abatement work has been conducted within the Paint & Grit Shop between the 2018 DSS Assessment and this 2023 up-date assessment report.

##### **2.2 Designated Substance(s) Condition**

Based on our site inspection all designated substances, as noted in our full Ontario Northland Remanufacturing and Repair Centre DSS Assessment Report (October 31<sup>st</sup>, 2018), are still present and were found to be in good condition, however changes have been made to the quantities of the designated substance(s) within some locations of the building and are reflexed on the 2023 Up-dated Paint & Grit Shop “Building / Room DSS Assessment” tables found attached. These up-dated tables are to be read in conjunction with Thomas Contracting Report TC – 201434.

#### **3.0 SUMMARY**

The 2023 Up-date designated substances survey of the Paint & Grit Shop located at 916 McIntyre Street East, North Bay, Ontario, confirmed the presence of the following:

- Asbestos-containing elbow/fitting insulation and vinyl floor tiles (ACM's).
- Low-level lead wall paint.
- Lead materials “suspected” to be present as components in pipe and in solder used in pipe fittings.
- Mercury in thermostatic control switches fluorescent light tubes.
- Possible silica in concrete, mortar, brick, masonry, ceramics, granite, slate, asphalt, etc.

#### **4.0 CLOSURE**

*We trust this up-date report meets your current requirements. Should you have any questions in this regard or require further clarification, please do not hesitate to contact the undersigned at this office.*

*Yours truly,*

**Thomas Contracting**

A handwritten signature in black ink, appearing to read 'Grant Johnson', with a long horizontal stroke extending to the right.

Grant Johnson  
Manager Environmental Services

**2023 UP-DATE**  
**BUILDING / ROOM DSS ASSESSMENT**

**“OLD” PAINT & GRIT SHOP**

<b>Location (Room / Area)</b>	<b>Asbestos-Containing Materials (Component – Material – Sample # – Est. Qty.)</b>	<b>Lead-Containing Materials (Material – Sample #)</b>	<b>Mercury-Containing Materials</b>	<b>Silica</b>
Exterior	• No suspected ACM's	• No suspected LCM's	• No suspected MCM's	<ul style="list-style-type: none"> <li>• Block / Brick Walls</li> <li>• Concrete Slabs</li> <li>• Concrete Foundations</li> </ul>
Stairs 1	• Heating Line – Elbow/Fitting Insulation – SAS 22 – 10	• Light Blue Paint – ONR 23	<ul style="list-style-type: none"> <li>• Fluorescent Tubes (6)</li> <li>• Possible PCB's in light fixture ballast</li> </ul>	
Room 1 (Upper Mech. Rm.)	<ul style="list-style-type: none"> <li>• Piping – Elbow/Fitting/Valve Insulation – ONR 22 – 40</li> <li>• Tank Insulation – SAS 22 – 12 ft<sup>2</sup></li> </ul>	• Light Blue Paint – SAS 23	<ul style="list-style-type: none"> <li>• Fluorescent Tubes (8)</li> <li>• Possible PCB's in light fixture ballast</li> </ul>	<ul style="list-style-type: none"> <li>• Block Walls</li> <li>• Concrete Slabs</li> </ul>
Room 2 (Upper Elect. Rm.)	• No suspected ACM's	• No suspected LCM's	<ul style="list-style-type: none"> <li>• Fluorescent Tubes (4)</li> <li>• Possible PCB's in light fixture ballast</li> </ul>	
Room 3	<ul style="list-style-type: none"> <li>• Heating Line – Elbow/Fitting Insulation – SAS 22 – 10</li> <li>• Domestic Water Line – Elbow/Fitting Insulation – SAS 22 – 8</li> </ul>	• Light Blue Paint – SAS 23	<ul style="list-style-type: none"> <li>• Fluorescent Tubes (10)</li> <li>• Possible PCB's in light fixture ballast</li> </ul>	<ul style="list-style-type: none"> <li>• Block / Brick Walls</li> <li>• Concrete Slabs</li> <li>• Concrete Foundations</li> </ul>
Room 4	• No suspected ACM's	• Light Beige Paint – SAS 26	<ul style="list-style-type: none"> <li>• Fluorescent Tubes (8)</li> <li>• Possible PCB's in light fixture ballast</li> </ul>	
Room 5	• 12" x 12" Vinyl Floor Tile – ONR 25 – 22 ft <sup>2</sup>	• Light Beige Paint – SAS 26	<ul style="list-style-type: none"> <li>• Fluorescent Tubes (4)</li> <li>• Possible PCB's in light fixture ballast</li> </ul>	
Room 6	<ul style="list-style-type: none"> <li>• 12" x 12" Vinyl Floor Tile – ONR 25 – 830 ft<sup>2</sup></li> <li>• Heating Line – Elbow/Fitting Insulation – SAS 22 – 6</li> <li>• Domestic Water Line – Elbow/Fitting Insulation – SAS 22 – 8</li> </ul>	• Light Beige Paint – SAS 26	<ul style="list-style-type: none"> <li>• Fluorescent Tubes (16)</li> <li>• Possible PCB's in light fixture ballast</li> </ul>	
Room 7	• No suspected ACM's	<ul style="list-style-type: none"> <li>• No suspected LCM's (modern beige latex paint)</li> </ul>	<ul style="list-style-type: none"> <li>• Fluorescent Tubes (4)</li> <li>• Possible PCB's in light fixture ballast</li> </ul>	
Room 8	• Rain Leader Line – Elbow & Hopper Insulation – SAS 22 – 2	• Light Beige Paint – SAS 26	• Fluorescent Tubes (44)	

**Notes:**

- This table is to be read in conjunction with Thomas Contracting Report TC - 201434, and requires interpretation assistance before use by others.
- Samples : “ONR” designation are primary samples obtained and “SAS” designation are representative materials based on the primary sample.
- Estimated quantities are for guidance only and are not to be used for tendering purposes.

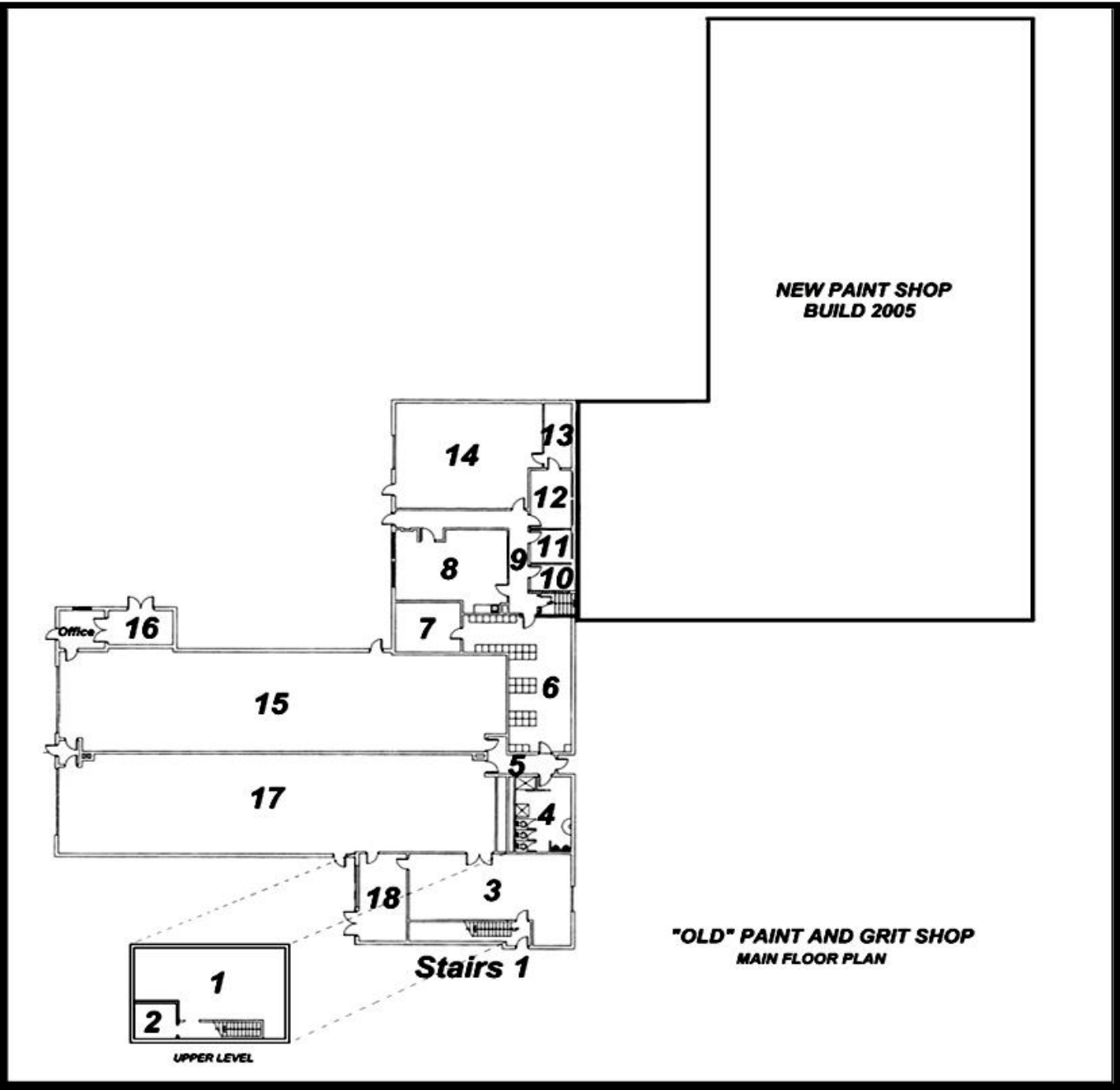
**2023 UP-DATE**  
**BUILDING / ROOM DSS ASSESSMENT**

**“OLD” PAINT & GRIT SHOP**

<b>Location (Room / Area)</b>	<b>Asbestos-Containing Materials (Component – Material – Sample # – Est. Qty.)</b>	<b>Lead-Containing Materials (Material – Sample #)</b>	<b>Mercury-Containing Materials</b>	<b>Silica</b>
Rooms 10 to 12	• No suspected ACM's	• Light Beige Paint – SAS 26	• Fluorescent Tubes (24) • Wall Thermostat	• Block / Brick Walls • Concrete Slabs • Concrete Foundations
Room 13	• No suspected ACM's	• No suspected LCM's	• Fluorescent Tubes (4)	
Room 14	• Heating Line – Elbow/Fitting Insulation – SAS 22 – 9	• No suspected LCM's	• Fluorescent Tubes (18) • Possible PCB's in light fixture ballast	
Room 15	• No suspected ACM's	• Possible lead paint debris from sandblasting work	• Fluorescent Tubes (2) • Possible PCB's in light fixture ballast	• Block / Brick Walls • Concrete Slabs • Concrete Foundations
Room 16	• No suspected ACM's	• Light Beige Paint – SAS 26	• Fluorescent Tubes (8) • Possible PCB's in light fixture ballast	• Sandblasting medium has changed to a low free silica abrasive called “White Lightning” produce by Bell & MacKenzie.
Room 17	• HPS Line – Elbow/Fitting Insulation – SAS 22 – 8 • Rain Leader – Elbow & Hopper Insulation – SAS 22 – 2	• Light Beige Paint – SAS 26 • Possible lead paint debris from sandblasting work	• No suspected MCM's	
Room 18	• No suspected ACM's	• Light Beige Paint – SAS 26 • Possible lead paint in stored paint cans.	• No suspected MCM's	• Block / Brick Walls • Concrete Slabs • Concrete Foundations

**Notes:**


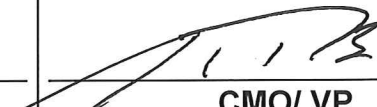
- a) This table is to be read in conjunction with Thomas Contracting Report TC - 201434, and requires interpretation assistance before use by others.
- b) Samples : “ONR” designation are primary samples obtained and “SAS” designation are representative materials based on the primary sample.
- c) Estimated quantities are for guidance only and are not to be used for tendering purposes.



**PART 3 - RFP SPECIFICATIONS**  
**SCHEDULE 3-A-5**  
**POLICIES AND PROCEDURES**

The Successful Respondent will be required to adhere to the following ONTC Policies and Procedures while under contract with ONTC, and which are attached to this Schedule 3-A-5.

TITLE
HSP-007 - Blue Signals / Flags Procedure
Contractors Working on ONTC Property
ONTC Hot Work Program
ONTC Contractor / Subcontractor

<b>Blue Signals/ Flags Procedure</b>	
<b>Procedure No. HSP-007</b>	<b>Revision:</b>
<b>Date Issued: February 7, 2014</b>	<b>Date:</b>
<b>Approved By:</b>	<b>Approved By:</b>
 <b>H&amp;S Mgmt Co-chair</b>	 <b>CMO/ VP</b>

### PURPOSE AND SCOPE

Signals are used to ID equipment undergoing repair or maintenance on live tracks. Blue signals are required when working between, underneath and on top of equipment outside of shops, but can be used anywhere when safety may be in doubt. These blue signals are used by shop employees, contractors and customers.

### RESPONSIBILITIES

The Supervisor is responsible for ensuring this procedure is adhered to. Employees are to follow the instructions included in this safe operating procedure as well as any additional instructions given by his or her supervisor.

### PROCEDURE

#### Transport Canada Operating Rules (RAC)

- Recommended Blue Flag Specifications:
  - a. Blue flags shall be blue in color and clearly distinguishable from both sides.
  - b. The dimension of the blue flag should be a minimum of 14 inches by 10 inches. Blue flag should be at a minimum height of 18 inches from the top of the rail to the bottom of the flag.
  - c. The blue flag must be maintained in good condition
- Supervisor may appoint a competent person to set up and remove blue signal protection.
- Blue signal to be placed between the switch and first car ensuring it is far away from the switch as to not interfere with said switch. When blue flagging equipment, where possible place flag a minimum of one car length from equipment and refer to C.R.O.R. Rule 26 on placing equipment in front of a blue signal
- When working in yards or high traffic areas, employees should be in communication with persons responsible for switching and carry a radio to monitor traffic.
- Repair work is any work performed in the red zone between, underneath, and on top.
- Adjoining track may be blue-flagged also if there is a hazard while performing duties and also if the employee will foul said track.

### REFERENCES

RAC - Best Practice Circular No. 12- Blue Flag April 1, 2010  
 Rule 40 - Collective Agreement between ONTC and UNIFOR

### REVISION RECORD

<i>Description of Change</i>	<i>Date</i>
Original Issue	2/7/14



<p style="text-align: center;"><b>CONTRACTORS WORKING ON ONTC PROPERTY NEAR RAILWAY TRACKS</b></p>
--

The following procedure is to be followed when it is necessary for a Contractor to work on Ontario Northland Transportation Commission (ONTC) property near railway tracks.

- The Contractor, through the Contract Administrator, shall contact the District Manager for the Ontario Northland Railway (ONR) to coordinate and schedule their operations on or near ONR property.

**Contact:      Mr. Chad Martin**  
**District Manager - District # 1**  
**Englehart, Ontario**  
**Office Phone No. (705) 544-2292, Extension 125**  
**Cell No. (705) 545-0725**

**Contact:      Mr. Dave Lallier**  
**District Manager - District # 2**  
**Cochrane, Ontario**  
**Office Phone No. (705) 272-4610, Extension 632**  
**Cell No. (705) 272-9588**

- The Contractor shall fully comply with all requirements of ONR in the planning, scheduling and control of his works within the ONR right-of-way.
- The Contractor shall plan and carry out his work in a manner that does not interfere with rail traffic, or cause clearance restrictions.
- Flagging protection for railway traffic will be provided by the ONR upon notification as outlined herein. However, flagmen provided shall not relieve the Contractor from liability for damages to Railway facilities caused by the Contractor's operation.
- The Contractor shall have a responsible person present at all times to whom the Contract Administrator will issue instructions regarding work on ONR right-of-way.
- All communications with ONR shall be done through the Contract Administrator. ONR will not deal directly with the Contractor.
- All instructions from flagmen shall be obeyed immediately by all personnel on site.
- A flagman will be required when any personnel or equipment is working within 15 metres of the centerline of the nearest track, or protective devices where the work, in the opinion of the Contract Administrator or the Railway, may be exposed to or interfere with the operation of the Railway tracks.
- When a flagman is required, the Contractor, through the Contract Administrator, shall provide a written notice at least one week in advance to ensure the availability of flagmen.

## SCHEDULE “A”

If prior to work commencing, the Contractor, through the contract Administrator, receives confirmation that such flagmen are not available, the Contractor, through the Contract Administrator, shall reschedule the proposed work to a date and time when such flagging protection will be available.

- In no case shall the Contractor or any of his equipment or personnel work closer than 15 metres from the centerline of the nearest track without prior consent of the Contract Administrator.
- No construction equipment, materials, or debris shall be permitted to be used, stored, dropped, or allowed to accumulate within 15 metres of overhead cable and posts.
- All equipment must stop working on the approach of any train when said equipment is on ONR right-of-way or within 15 metres of the centerline of the nearest track.
- The Contractor shall ensure that both rails of the same tracks are never connected with any conductor of electricity, such as steel measuring tapes or metal traction equipment.

### **Fiber Optic Cable**

Along much of ONR's right-of-way lies buried fiber optic cable. A cable locate must be done prior to any work taking place. A locate request can be completed online at <https://www.ontarioonecall.ca/portal/> or by calling 1-800-400-2255.

### **ONR Railway Flagging Policy and Costs**

The Contractor shall be responsible for payment of flagman protection costs. Flagging protection will be billed out by the ONR in accordance with the following:

Any occupation or crossing of the operating railway right-of-way not covered under a license of occupation or private crossing agreement **MUST** be protected by a railway flagman.

Arrangements for flagging protection are to be made by the Contractor, through the Contract Administrator, at least one week in advance by contacting the appropriate District Manager at the numbers provided above.

**Flagging protection will be billed out as per the attached “Railway Flagging Protection Policy”.**

## **ONTARIO NORTHLAND TRANSPORTATION COMMISSION RAILWAY FLAGGING PROTECTION POLICY**

Work or other activity (on, over or under) or within 15 metres of ONTC's track may impact upon the safe use of the track. Consequently, it is essential that qualified ONTC personnel provide flagging protection when personnel, equipment or vehicles are going to be (on, over or under) or within 15 metres of the track for any purpose. Workers must follow the directions and instructions of the ONTC personnel providing the flagging protection, at all times.

### **Emergency Situations**

There is no exception made to the requirement for flagging protection even when a condition arises where the reliability or safety of an installation or of equipment or the safety of personnel is at risk.

### **Grade Crossing Exemption**

All crossings, equipment or structures encroaching onto railway lands require approval by ONTC, a signed licence agreement with ONTC and (in some cases) proof of insurance. If a person or business has fulfilled the requirements and has obtained a licence agreement for a grade crossing from ONTC, they are permitted to cross the track over their approved crossing – if the way is clear and safe.

Snow removal and brush clearing are subject to specific exemptions and requirements.

### **Procedure**

Arrangements for flagging protection are to be made at least one week in advance by contacting the appropriate District Manager at one of the following numbers:

District # 1	Chad Martin	(705) 545-0725
District # 2	Dave Lallier	(705) 272-9588

Unless otherwise authorized by the Director of Rail Infrastructure, all fees, as listed below, are to be paid by the applicant. The applicant is to provide a Purchase Order number at the time the arrangements are made with the District Manager.

Billing is based on an hourly rate including travel time, rounded up to the nearest full hour – plus applicable taxes. Rates are provided below.

Service (\$ per hour)	ONTC Fiscal Year					
	2023-24		2024-25		2025-26	
	Regular	Overtime	Regular	Overtime	Regular	Overtime
Flagging - hirail included	\$146.50	\$202.00	\$150.00	\$206.7	\$153.00	\$210.85
Flagging - hirail operator only	\$111.00	\$166.50	\$113.40	\$170.10	\$115.70	\$173.55

Office of the Director of Rail Infrastructure  
March 2023

**FOR RAIL EMERGENCIES CALL: 1-800-558-4129 Ext. 141**

<b>DATE FORMALIZED</b> June 21, 2018  <b>REVISED</b> April 13, 2022	<b>HOT WORK PROGRAM</b>
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## **POLICY STATEMENT**

In keeping with our values of safety, accountability, and continuous improvement Ontario Northland Transportation Commission (ONTC) is committed to the safety and health of all its employees by ensuring that all hazards associated with hot work is properly recognized, assessed and controlled.

## **PURPOSE**

To establish the minimum requirements for the safe performance of hot work when conducting hot work at any ONTC location, and to ensure that all measures are taken to eliminate any risk that is generated by welding, cutting, grinding, soldering, or blazing.

## **APPLICATION AND SCOPE**

This policy applies to any ONTC division, department, and employee who is required to perform hot work at any time during their work.

## **POLICY**

All hot work jobs or projects are to be authorized by a manager, supervisor, designate or identified in daily work schedules and/or job descriptions.

All hot work must be performed by a competent worker who has the knowledge and training in the work being performed as per the identified risks associated with the work.

A competent person will be designated to monitor all hot work activities ensuring all procedures are being followed, and to conduct a fire watch for dangerous sparks.

When hot work is required on a rail car that contains a commodity or residue that is either a flammable gas, flammable liquid, or a liquid with a flash point below the ambient temperature or the temperature in the rail car, the work is to be conducted outside (provide location) and is only permitted when all safety precautions outlined in this procedure have been met and adhered to by personnel who have been trained to assess and control the hazards associated with hot work.

## DEFINITIONS

**Flammable Commodity:**

A commodity that is a flammable gas, a flammable liquid or a liquid that has a flash point below the ambient temperature or temperature inside the rail car.

**Flammable Gas:**

A gas that has an LEL of less than 13 percent by volume in air or flammable range of more than 12 percent.

**Flammable Liquid:**

A liquid having a flash point below 37.8°C (100°F), also known as an NFPA Class I liquid.

**Flash Point:**

The temperature at which a liquid produces enough vapour to ignite in the presence of a suitable source of ignition.

**Gas Tester:**

Person assigned to perform required testing on/in a confined space, restricted space, railcar, etc. to ensure the area is safe to work on and/or identify control measures required to eliminate risk.

**Hot Work:**

For the purposes of this procedure, refers to any operation, process, or the use of anything that creates a source of ignition. Hot work includes, but is not limited to: welding, cutting torches, gouging, and the use of tools and equipment that are not intrinsically safe.

**Lower Explosive Limit (LEL):**

The minimum concentration of a flammable gas mixed with air, where an explosion or deflagration may occur in the presence of a suitable ignition. This concentration is expressed in percent by volume, where 1 percent represents 10,000 parts per million.

**Tester:**

A competent person who is responsible for making determinations of the conditions in or around the area of work, and has completed appropriate training on the measurement instruments and procedures used to perform the evaluation.

**Vapour:**

A gas given off by a substance that is normally a liquid at room temperature.

## MATERIAL REQUIRED

Hot Work Hazard Assessment and Full task Observation Sheet  
Norfalco Acid Tank Car Hazard Safety Inspection Sheet  
Personal Protective Equipment  
Fire Extinguisher  
Testing Equipment – PH Test Paper, Gas Monitoring Equipment  
Communication Devices

## HAZARDS

This procedure describes some of the potential health hazards associated with welding fumes and gases. It also discusses the control and management of these hazards.

Welding produces metal fumes and gases that can make you sick. The risk depends on:

- The welding method (such as MIG, TIG, or stick)
- What the welding rod (electrode) is made of
- Filler metals and base metals (such as mild steel and stainless steel)
- Paints and other coatings on the metals being welded
- Ventilation

In confined spaces, welding can be much more dangerous. With less fresh air, toxic fumes and gases can be much stronger. Shielding gases, like argon, can displace the oxygen and kill you.

The two most common types of welding used are:

- The electric arc welding of metal using a flux-coated electrode (manual metal arc welding, MMAW, SMAW); and
- The electric arc welding of metal using a gas-shielded wire electrode (gas metal arc welding, GMAW).

### Welding Fumes

**Cadmium** – may be present as a coating in certain materials being welded. Cadmium oxide fume on inhalation may cause acute irritation of the respiratory passages, bronchitis, chemical pneumonia or excessive fluid in the lung tissues (pulmonary oedema). There may be a latent period of several hours between exposure and onset of symptoms. The effects of overexposure to cadmium fumes may resemble metal fume fever initially. A single exposure to a very high concentration of cadmium oxide fume may be fatal. Chronic cadmium poisoning results in injury to lungs and kidneys.

**Manganese** – potential exposure to manganese occurs whenever this metal is used in electrode cores and coatings or in electrode wire. Acute poisoning from oxides of manganese is very rare in welders, although respiratory tract irritation from the fume may occur. Exposure to fume from welding on manganese steel may give rise to acute

inflammation of lungs. Metal fume fever is also a possibility after exposure to manganese fume. Chronic manganese poisoning, characterized by severe disorder of the nervous system, has been reported in welders working in confined spaces on high manganese steels.

**Zinc** – may be present as a surface coating on steel products, that is, galvanized steel. Exposure to freshly formed zinc oxide fume may produce a brief acute self-limiting illness known as metal fume fever, zinc chills or brass founder's ague. The symptoms, which resemble those of an acute attack of influenza, usually occur several hours after exposure to fume and usually with complete recovery within about 24 to 48 hours. Freshly formed oxide fume from several other metals has also been reported to cause metal fume fever. Leucocytosis, a transient increase in white blood cell counts, is reported to be a common finding in metal fume fever, but is not known to be common among welders.

**Iron** – most welding involves ferrous materials. The most abundant constituent of ferrous alloy welding fume is iron oxide. Long, continued exposure to such welding fume may lead to deposition of iron oxide particles in the lungs. When present in sufficient quantities, the deposition is demonstrable on chest x-ray films as numerous fine discrete opacities (nodulation and stripping) resembling silicosis. The technical name for this is siderosis and it is a benign form of pneumoconiosis. Siderosis tends to clear up when the exposure to metallic particles stops.

**Molybdenum** – Molybdenum is found in some steel alloys. Molybdenum fumes may produce bronchial irritation and moderate fatty changes in the liver and kidneys.

**Fluorides** – Welders may be exposed to fluoride dust, fume and vapours from certain MMAW and GMAW operations. Fluoride fumes may produce irritation of the eyes, throat, respiratory tract and skin. Chronic fluorosis is a syndrome characterized by an increased density of bones and ligaments due to fluoride deposition. However, no corroborating data are available which identify a relationship between exposure to fluoride-containing welding fumes and disorders of bones or ligaments.

**Other Metals** – Welding may produce fume from other metals, including aluminium, copper, magnesium, tin, titanium and tungsten. Within the confines of the current information available, no serious health disorders in welders are known to occur from exposure to fume from these metals but, under certain conditions, copper, aluminium and magnesium may give rise to metal fume fever and others to irritation of the respiratory tract.

Beryllium is a volatile and toxic component that may be present in many copper alloys being welded, that is, in the work piece itself. Beryllium oxide fume is very toxic to the respiratory tract, lungs and skin, and is quick acting. Beryllium is suspect human carcinogen. Note that beryllium may also be present in some aluminium or magnesium brazing alloys.

## **Gases**

**Oxides of nitrogen** – The oxides of nitrogen, nitric oxide and nitrogen dioxide, are frequently formed by the direct combination of oxygen and nitrogen in the air surrounding

the arc or flame, as a result of heat from the electric arc or gas torch (oxidizing flames). In outdoor or open shop welding, hazardous abnormal concentrations are unlikely, except perhaps for short periods. In confined spaces, hazardous concentrations of nitrogen oxides may rapidly build up in welding operations. High concentrations of nitrogen oxides have also been found during gas tungsten-arc cutting of stainless steel.

Exposure to oxides of nitrogen may not always produce immediate effects but may result in fatal excessive fluid in the lung tissues (pulmonary oedema) some hours after the exposure stops.

**Ozone** – is formed only in small amounts in MMAW and in gas welding. It is however, produced in significant amounts in GMAW when welding with argon, especially when high amperages are used. High ozone concentrations are especially a problem when welding on reflective surfaces, such as aluminum and its alloys and stainless steel, and with high-energy processes such as plasma arc welding.

**Phosphine** – Phosphine is generated when steel coated with a rust proofing compound is welded. High concentrations of phosphine gas are irritating to the eyes, nose and skin. There may also be serious effects on the lungs and other organs.

**Insufficient** – oxygen in GMAW, the presence of inert gases (argon, helium) in confined work environments may reduce the oxygen content of the atmosphere to dangerous levels, with the threat of asphyxiation. See also the section on carbon dioxide in this procedure.

**Pyrolytic products of resins used in primers / paints** – the main products of thermal decomposition of resins used in primers and paints are carbon monoxide and carbon dioxide. Specific toxic or irritant chemicals given off from the resins used in priming materials include such hazardous substances as phenol, formaldehyde, acrolein, isocyanates and hydrogen cyanide. Usually, a very complex mixture of organic gases is formed.

## HEALTH EFFECTS

### SHORT TERM

**Metal fume fever** – Metal fume fever occurs in welders who inhale zinc oxide fumes, although other components, for example, copper, aluminum and magnesium, may also produce this condition. Symptoms of metal fume fever, which resemble influenza, usually occur several hours after exposure and include a metallic or sweet taste, chills, thirst, fever, muscle aches, chest soreness, fatigue, gastro-intestinal pain, headache, nausea and vomiting. The symptoms usually subside within one to three days of exposure with no residual effect.



**Exposure to ozone** – Exposure to ozone generated in GMAW and plasma arc welding may produce excessive mucus secretion, headache, lethargy, eye irritation and irritation and inflammation of the respiratory tract. In extreme cases, excess fluid and even hemorrhage may occur in the lungs. The irritant effects of the gas on the upper respiratory tract and the lungs may be delayed.

**Exposure to nitrogen oxides** – Nitrogen oxides produce somewhat similar respiratory tract effects to ozone. Inhalation of nitrogen oxides does not always produce immediate irritant effects but may result in excessive fluid in the lung tissues (pulmonary oedema) some hours after exposure ceases.

## **Control Measures**

Where there is a likelihood of worker exposure to welding fumes and gases, steps should be taken to minimize that exposure. A thorough examination of work practices is essential. Procedures should be adopted to ensure that workers are not exposed to the hazard. Control measures include, but are not limited to the following, which are ranked in priority of their effectiveness:

### **Elimination/Substitution**

- Remove the hazard from the workplace, or substitute (replace) hazardous materials or machines with less hazardous ones

### **Engineering Controls**

- includes designs or modifications to equipment, ventilation systems, and processes that reduce the hazard at the source of exposure

### **Administrative Controls**

- altering the way the work is done we can reduce the exposure along the path i.e. policies, and **work practices** such as standards and operating procedures (including training, housekeeping, equipment maintenance, and personal hygiene practices) Conduct pre-assessment of work to identify all hazards

### **Personal Protective Equipment**

- Equipment worn by individuals to reduce exposure such as contact with chemicals or exposure to noise

The control measures in this procedure are intended to assist anyone conducting hot work with identifying and controlling all hazards associated with the nature of the work. All hazards identified in the hazard assessment not identified in the procedure shall be controlled using this hierarchy first always looking to eliminate.

## PROCEDURE

Welding, cutting, grinding, soldering and brazing in construction, maintenance, and fabricating activities present a significant opportunity for fire and injury.

Hot work presents an increased risk of fire and explosion hazard when it is performed in a confined and enclosed space. If performing Hot Work in a confined space, please refer to the confined space policy and procedure.

The following procedures are the minimum standard that ONTC anticipates its workers and contractors to achieve for all hot work performed.

1. Inspect the work area and consider the following:
  - Ensure that all equipment is in good operating order before work starts.
  - Ensure that all appropriate personal protective devices are available at the site.
  - Look for combustible materials.
  - Move all flammable and combustible materials away from the work area.
  - Sweep clean any combustible materials on floors around the work zone.
  - Remove spilled grease, oil, or other combustible liquid.

If combustible materials can't be moved:

2. If combustibles cannot be moved, cover them with fire resistant blankets or shields. Protect gas lines and equipment from falling sparks, hot materials, and objects.
3. Secure, isolate, and vent pressurized vessels, piping and equipment as needed before beginning hot work.
4. Post a trained fire watch within the work area, including lower levels if sparks or slag fall during welding, including during breaks, and for at least 30 minutes after work has stopped. Depending on the work done, the area may need to be monitored for longer (up to 3 or more hours) after the end of the hot work until fire hazards no longer exist.
5. Inspect the area following work to ensure that wall surfaces, studs, wires, or dirt have not heated up.
6. When work is completed ensure all compressed gas valves are closed and the cylinders are properly stored and secured safely.

## Hot Work on Residue/Loaded Rail Cars

### Before performing any work on a rail car ensure the following:

Before performing any work on a car containing acid caution must be given to the following risks:

- 1) The tank is still under pressure – highest risk
- 2) The tank will release acid gases/mists when opened and previously checked for pressure

The first time the tank is opened workers should wear a full face shield and protective clothing (e.g. polycoated Tyvek and gloves), and a ½ mask respirator equipped with a stacked P100/acid gas cartridges (or a full face respirator in lieu of the face shield).

Subsequent access if necessary may be limited to respiratory protection for acid gases/mists and gloves, but should not occur unless necessary.

1. The Manager of Quality Assurance shall determine the last contents and, where possible, the paint system used on the car to be worked on. This shall include, as applicable, the review of shipping documents and/or any other documentation or information as appropriate to verify the last contents or the paint system used.

Identification by the commodity stencilled on the car is not sufficient for content determination.

2. Where the car is found to contain an acid commodity a **Hazard/Safety Inspection Assessment Nor Falco Acid Tank Car** form must be completed by the Quality Assurance inspector to indicate if the car has passed or failed.
3. Prior to engaging in any hot work the person conducting the testing shall:
  - a. Identify and record the contents of the tank on the **Hot Work Hazard Assessment and Task Observation** sheet.
  - b. Test for oxygen and then LEL at and around the manways, valves, or other potential sources of flammable gases that are within the distances outline in Section 3.
  - c. Stop any leaks as practicable prior to continuing and record this on the Hot Work Hazard Assessment and Task Observation form.
  - d. Record the final results of the testing on the Hot Work Hazard Assessment and Task Observation sheet.
  - e. Where a car's last commodity contains an acid perform PH testing on the car to ensure there is no acid residue remaining on or in the car
4. When a car contains a flammable commodity, no welding, gouging, flame cutting or similar operation is permitted within 15.4 meters (50 feet) and any other type of hot work is not permitted within 4.6 meters (15 feet) until the identified hazards on the **Hot Work Hazard Assessment and Task Observation** sheet have been controlled.
5. Once safe work condition is met, hot work may proceed only after the assigned worker(s):
  - a. Examines the Hot Work Hazard Assessment and Task Observation sheet and identifies the following items before commencing work:

- Car Number: verify that the number on the car is the same as that identified on the Hot Work Hazard Assessment and Task Observation sheet
  - Test results: verify that the air test meets the Hot Work Hazard Assessment and Task Observation sheet condition, also verify that the test results were conducted on the same shift and date the hot work is to be performed.
- b. Ensure that no other processes or operations are being performed in the area that could contaminate the work area with a significant amount of flammable gas, or that continuous monitoring occurs.
  - c. Ensure that if a combustible insulation is present, a suitable means to extinguish a fire is immediately available.
  - d. Ensure that all equipment to be used is inspected, in good condition and properly used and this is documented on the **Hot Work Hazard Assessment and Task Observation** sheet.
  - e. Ensure that required personal protective equipment is inspected, in good condition, used properly and is documented on the **Hot Work Hazard Assessment and Task Observation** sheet.
  - f. Ensure you print your name and initials on the **Hot Work Hazard Assessment and Task Observation** sheet.
  - g. Ensure that continuous monitoring is in place.
6. Hot work may normally only proceed when the LEL is zero, except where the source of flammable gas is clearly known and continuous monitoring is performed to ensure that the levels do not exceed 10 percent of the LEL.
  7. The tests conducted are valid for no more than the present shift, including overtime hours where applicable.
  8. Welding on the tank car shell of an uncleaned car containing a flammable commodity or residue is strictly prohibited. Welding on reinforcing pads of rail cars which are directly attached to the shell is permitted providing:
    - The welder is qualified and certified
    - No part of the weld is deposited on the tank shell
    - Continuous monitoring in the location of the hot work
  9. The ground connection for welding is to be attached directly to the part to be welded whenever practicable or as near as possible to the weld area
  10. A fully charged 20lb ABC fire extinguisher shall be readily available to the hot work area. In remote locations where work will be performed on a car containing a flammable commodity or residue, it is mandatory to have two (2) fully charged 20lb ABC fire extinguishers. One (1) in close proximity to the hot work site and the other one in an easily accessible location close by.

11. Where individuals are performing hot work on an uncleaned railcar radios must be available to ensure an effective means of communicating during an emergency. This process must be included in the site emergency response plan.
12. If a combustible insulation is present, a suitable means to extinguish a fire must be immediately available when welding, gouging, flame cutting or a similar operation is being performed.
13. When welding, gouging, flame cutting or a similar operation is to be performed, significant quantities of highly combustible materials (paper, wood chips, textile fibres, grass, etc.) must not be within 10 meters (35 feet) of the welding operation. If you are unable to relocate the highly combustible materials, they must be covered with a flame resistant tarp.
14. When welding, cutting, gouging or a similar operation is to be performed on the surface that has a paint system applied to it, using the hierarchy of controls appropriate precautions shall be taken to ensure that the person is not exposed to airborne concentrations above the applicable exposure limits established by the ACGIH or Provincial Legislation, whichever is most restrictive. This may include, but is not limited to:
  - Blasting the area clean prior to the performance of the work
  - Using stripping products to remove coatings, making sure to remove any residue before welding
  - Use wet slurry vacuum removal techniques for removing very toxic coatings
  - Do not grind coatings. Grinding dust may be toxic.
  - The use of engineering controls (e.g., ventilation)
  - The use of appropriate respiratory protection
15. Prior to performing hot work on the jacket of a car containing flammable commodity or residue the following must be completed:
  - a. Test the jacket space for any flammable gas local to the work area, through:
  - b. an existing access point to in the jacket space
  - c. or by creating an access point, local to the work area, into the interstitial space between the shell and jacket using a pneumatic or intrinsically safe drill and keeping the drill bit and work area cool with a suitable coolant.
16. Where any amount of flammable gas is found, the source shall be determined, and if the source is from inside the jacket space it shall be eliminated or controlled

prior to any hot work being performed. Record this on the **Hot Work Hazard Assessment and Task Observation** sheet.

17. If it is reasonably believed that the jacket space may become contaminated with a flammable gas during performance of the work (e.g. product leaks from a tank) then the jacket space shall be continuously monitored.
18. Where contamination is found in the jacket space other than a flammable gas (e.g. sulphur), an assessment of the hazards shall be made and appropriate precautions taken to protect the health and safety of the worker.
19. If the **Hot Work Hazard Assessment and Task Observation** condition is violated, or there is reasonable cause to believe that it may be violated during the performance of the work (e.g. product leaks from a tank into the area of hot work, leaks from a nearby process), the work shall stop immediately while the source is investigated. Retesting must be performed to ensure that the conditions are safe before continuing. The new findings shall be recorded on the **Hot Work Hazard Assessment and Task Observation** sheet.

## RESPONSIBILITIES

### Employer:

- Ensure that a written program for hot work is developed and maintained in accordance with all relevant legislation.
- Ensure that the hot work program is developed and maintained in consultation with the workplace health and safety committee and/or policy health and safety committee.
- Ensure that the hot work program and associated documentation is current and available to all workers and contractors (as required) performing any hot work.
- Ensure that an adequate assessment of the hazards related to the hot work being performed has been carried out before any worker begins hot work.
- Appoint a person with adequate knowledge, training, and experience to carry out the assessment and maintain a record containing details of the person's knowledge, training, and experience.
- Ensure all workers are given adequate training in recognition of hazards and safe work practices associated with hot work.
- Maintain adequate training records showing who provided the training, who received the training, and the date the training was provided.
- Provide all personal protective equipment (PPE) required to ensure safe work.

### Site Supervisor:

- Ensure a full hazard assessment is completed and any hazards are identified and controlled before hot work begins.

- Where rail car contains a flammable commodity or acid base commodity ensure that the Hot Work Hazard Assessment and Task Observation sheet completed.
- Inspect and monitor all hot work jobs to ensure procedures are being followed, and adequate fire protection is provided for a fire watch on site
- Ensure that all work does not begin until all conditions identified have been met.
- Ensure that all personnel follow this policy and procedure.
- Assign an Observer to watch for dangerous sparks in the area above and below the work being completed.

**Manager of Quality Assurance Department:**

- When hot work is to be performed on a rail car determine the last contents of the rail car and if possible determine the paint system.
- Perform/delegate required testing on the car to ensure the car is safe to work on and/or identify control measures required to eliminate risk.
- Place an ONTC pass or fail sticker on the car to indicate quality assurance testing complete.

**Observer:**

- Ensure all conditions, precautions and controls are followed.
- Watch for sparks in the area above and below the work being completed.
- Conduct fire watch at all times including any coffee breaks or lunch breaks for 60 minutes after any hot work has been completed. Maintain a fire watch at thirty min intervals to monitor area for 4 hours after work has been completed, in case of flare ups.

**Workers:**

- Comply with this program and be fully aware of the contents of relevant assessments.
- Notify the site supervisor of any questions or concerns with the hot work being performed or the hot work program.
- Notify the site supervisor of any contraventions of Part 2 of the Canada Labour Code, H&S regulations, and or any ONTC policies and procedures.
- Ensure all required PPE is in worn when conducting hot work.
- Participate in all required training.
- Inspect all cutting torches, and welding equipment for wear, defective parts and any other safety hazard before beginning any hot work and as often as required by the manufactures instructions.

**Workplace/Policy Health and Safety Committee:**

- Conduct regular audits to ensure the hot work procedures are being adhered to.
- Participate in policy review and provide recommendations to the employer if required

**SWITCHING**

1. A car that has been dropped off by a switching company (CN, CP, Railserve, etc.) and contains a flammable commodity, is not to be moved with a Trackmobile or similar equipment until an assessment is made to ensure that it is not leaking excessively.
2. Where a car that is leaking to the point where the airborne concentration of gas is likely to exceed 10 percent of the LEL at the coupler, a buffer car shall be positioned between the leaking car and the Track mobile, or similar equipment.
3. The distance set out in Section 3 of Hot Work on Residue/Loaded Rail Cars shall be considered when a car is to be moved such that the car does not enter an area where the requirements of this procedure would be violated (e.g. welding)
4. A car that contains a flammable commodity shall not be brought indoors unless it is confirmed that it is not leaking and it is being brought into an area that meets the requirements of NFPA 497.

## **Hot Work Hazard Assessment and Task Observation – RECORD RETENTION**

When the work has been completed on Residue/Loaded Rail Cars:

1. Quality Assurance Tags to be removed from the car and the hot work hazard assessment and task observation sheets are filed and maintained for a minimum of 2 years.
2. Records for the testing must be kept for a minimum of three years.

## **TESTING EQUIPMENT**

1. The gas monitoring equipment used for this standard is the VENTIS MX4.
2. Where available, the unit is to be set in the PPM mode for all tests.
3. A functional (“bump”) test must be performed on every instrument prior to each day’s use. A functional test is defined as a brief exposure of the monitor to known concentration of gas(s) for the purpose of verifying sensor and alarm operation. It is not intended to be a measure of accuracy of the instrument. The bump test shall be recorded on the bump test form.
4. A full instrument calibration must be performed monthly using certified concentrations of calibration gas(s) and recorded. Each gas-monitoring unit must have a calibration form, which will be maintained with the unit. Record the unit’s model and serial number, date calibrated and the name of the individual performing the calibration. Enter the full span reading for each sensor and the calibration has used.
5. The recommended calibration gas for the LEL sensor is Pentane.
6. The unit shall have the alarm set at 10 percent for LEL.

## **TRAINING**

Any personnel performing hot work on residue/loaded rail cars must receive applicable training including but not limited to Hazard Assessment, WHMIS, and in some



circumstances Transportation of Dangerous Goods. Employees performing the tasks described in the procedure must also be aware of the commodity present in the particular car they are working on.

Personnel performing calibrations, bump testing, or other gas testing must be trained on the specific use and limitations of the particular gas detection devices they are using.

## REFERENCES

1. Canada Labour Code R.S.C., 1985, c. L-2, Part II – Occupational Health and Safety
2. Canada Occupational Health & Safety Regulations (SOR/86-304)
3. PSP-S-03 - PROCOR Limited Standard Responsible Care Standard for Hot Work On Residue/Loaded Rails Cars
4. NFPA 51B - Fire prevention in the use of cutting and welding Processes
5. CSA W117.2-12 Safety in Welding, cutting, and allied processes
6. ANSI Z49.1:2012 Safety in Welding, Cutting, and Allied Processes
7. Canadian Centre for Occupational Health & Safety  
[http://www.ccohs.ca/oshanswers/safety\\_haz/welding/hotwork.html](http://www.ccohs.ca/oshanswers/safety_haz/welding/hotwork.html)

<b>DATE FORMALIZED</b> February 2019  <b>REVISED</b> September 17, 2024	<b>CONTRACTOR/SUBCONTRACTOR HEALTH AND SAFETY POLICY</b>
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## **POLICY STATEMENT**

In keeping with our values of Safety Full Stop, Go Beyond, Lead the Way, and Never Stop Caring, Ontario Northland Transportation Commission (ONTC) adheres to the requirements of the Canada Labour Code and all applicable Regulations by ensuring that all selected contractors and subcontractors meet the set health and safety standards associated with each project.

All work shall be done safely no matter how urgent the job is and ONTC will assure that all contractors and subcontractors working on any ONTC property and/or project will follow this policy, adhering to all health and safety legislation and working in a manner that puts the safety of each employee/worker and the environment as the top priority.

## **PURPOSE**

The purposes of this policy are to:

- Ensure that the health and safety of all Ontario Northland Transportation Commission (ONTC) employees, equipment, property, and environment are protected when work is being performed by an outside agency.
- Ensure that all contractors retained by the ONTC are compliant with ONTC policies, procedures, standards, and applicable legislation.
- Ensure that all contractor employees and ONTC employees are provided with a safe and healthy work environment.
- Eliminate or minimize the risk of loss to employees, equipment, property, and environment.
- Minimize corporate liabilities.

## **APPLICATION AND SCOPE**

This procedure applies to all ONTC divisions and departments that engage the services of an outside agency to perform work at any level.

## **DEFINITIONS**

**Adequate:** in relation to a procedure, plan, material, device, object, or thing, means

- a) Sufficient for both its intended use and actual use; and
- b) Sufficient to protect a worker from occupational illness or occupational injury.

**Competent Person:** a person who is:

- a) qualified because of knowledge, training, and experience to organize the work and its performance,
- b) familiar with the Occupational Health and Safety Act and/or the Canada Labour Code and the regulations that apply to the work, and
- c) has knowledge of any potential or actual danger to health or safety in the workplace.

**Construction:** includes erection, alteration, repair, dismantling, demolition, structural maintenance, painting, land clearing, earth moving, grading, excavating, trenching, digging, boring, drilling, blasting, or concreting, the installation of any machinery or plant, and any work or undertaking in connection with a project, but does not include any work or undertaking in a mine.

**Constructor:** a person who undertakes a project for an owner and includes an owner who undertakes all or part of a project by himself/herself or by more than one employer.

**Consultant:** a person who is retained by ONTC to provide professional non-construction services.

**Contractor:** any person or entity contracted to provide service to ONTC.

**Employer:** a person who employs one or more workers, or contracts for the services of one or more workers, and includes a contractor or subcontractor who performs work or supplies services and a contractor or subcontractor who undertakes with an owner, constructor, contractor, or subcontractor, to perform work or supply services.

**Lead Employer:** an employer who contracts for the services of one or more other employers or independent contractors in relation to one or more confined spaces that are located,

- a) in the lead employer's own workplace, or
- b) in another employer's workplace.

**Prescribed:** means established in a Regulation made under the Occupational Health and Safety Act or Canada Labour Code

**Project:** a construction project, whether public or private, including:

- a) the construction of a building, bridge, structure, industrial establishment, mining plant, shaft, tunnel, caisson, trench, excavation, highway, railway, street, runway, parking lot, cofferdam, conduit, sewer, watermain, service connection, telegraph, telephone or electrical cable, pipeline, duct or well, or any combination thereof,
- b) the moving of a building or structure, and
- c) any work or undertaking, or any lands or appurtenances, used in connection with construction.

**Project Administrator:** a person who leads/coordinates a project.

**Regulation:** the regulations made under the Occupational Health and Safety Act or the Canada Labour Code.

**Subcontractor:** a person or company that a contractor pays to do part of a job that the contractor has agreed to do and is responsible for.

## **SUPPORTING MATERIAL REQUIRED**

Contractor Safety Checklist and Orientation Form  
ONTC Contractor Health and Safety Responsibility Agreement  
Project Hazard Assessment  
Contractor Orientation Training Package

## **PROCEDURE**

Once it has been determined that a contractor will be required, a lead must be immediately established regardless of the size of the project. That lead will become the Project Administrator for the purposes of this policy, ensuring that all requirements of this policy are met.

Before Contractors/Subcontractors begin work/project ensure the following are adhered to:

- All Contractors on the property are compliant and current with all legislative licensing requirements.
- All Contractors provide a valid WSIB Clearance Certificate and/or liability insurance before beginning any work on ONTC property.
- Orientation training is provided to contractors prior to commencement of work.
- Contractors understand their contractual obligations under this standard.
- Provide a designated ONTC contact person to ensure Contractors' compliance to ONTC policies, procedures and standards through ongoing work site inspections, communications and reported safety concerns.
- Ensure that application of this standard is delivered and used consistently throughout ONTC operations.
- Where the work/project is occurring in an area where there may be ONTC employees, inform those employees of potential risk and communicate all restrictions and responsibilities.

The Project Administrator shall establish practices so that all Contractors, subcontractors, or contract workers perform their work in a safe and effective manner and meet all the requirements of the Occupational Health and Safety Act, the Canada Labour Code, and the Construction Regulations. The Project Administrator must be adequately familiar with all applicable laws, codes and regulations and be capable of applying them.

### **Construction Work that meets Provincial “Project” Definition**

Where ONTC retains a Contractor with provincial jurisdiction, and the work meets the definition of “project” per the Provincial Construction Regulations, the Contractor will assume the position of Constructor. Under these circumstances:

- ONTC is not responsible for ensuring that Contractors meet their provincial obligations as they relate to applicable Regulations.
- Contractors will assume control of all work at the construction site.
- ONTC will ensure that any Contractor is pre-qualified before awarding any contract and will monitor work activity to ensure work is being done safely and meets expectations.

ONTC will ensure that:

- all Contractors/Subcontractors are properly trained,
- contractors/Subcontractors are monitored and requirements for safety are observed, and

- procedures for safe conduct of the work are in place and known to Contractor's employees.

The Project Administrator shall direct the Contractor in completion of all applicable documentation, as described by the Contractor Safety Prequalification Procedure. The Project Administrator shall ensure that the Constructor maintains full responsibility for safety.

Where the Project Administrator identifies unsafe situations, they are responsible for bringing this forward to the Contractor and shall stop work if deemed necessary.

### **Non-Construction Work where ONTC is Acting as the “Employer”**

The Project Administrator shall review the ONTC's applicable policies and procedures with the contractors/subcontractors. It is recommended that all contractor/subcontractor workers undergo this training orientation, but it is mandatory that at least the contractor's supervisor or site superintendent receive the orientation and then have a method to ensure that this information is passed on to all employees under their direct control.

**NOTE:** The requirement of “Lead Employer” must be fulfilled if the work is Confined Space Entry work.

It is the responsibility of the Project Administrator to ensure the contractor is aware that project specific training is to be conducted.

The Project Hazard Assessment form shall be completed by the Project Administrator and reviewed with all contractors prior to commencement of work.

Contractors/subcontractors who regularly perform services at ONTC must complete a Contractor Training Orientation on an annual basis or whenever there is a change in personnel or applicable and safety conditions which may affect the contractor's/subcontractor's workers. For project contracts, a Hazard Safety Assessment form will be completed each time the contractor performs a new project, unless the same contract personnel have performed project work of a similar nature within the previous 12 months.

### **Prequalification**

Pre-Qualification of a contractor is designed to ensure that the contractor has:

- Appropriate current and sufficient insurance,
- WSIB Coverage,
- An appropriate and compliant health and safety policy,
- Competent supervisors, and
- A program to completely undertake and control the construction work being conducted at ONTC.

When pre-qualifying a contractor who will not act as “Constructor,” ONTC shall determine whether the contractor has the specific policies, procedures, training, and supervision to perform the job safely and in compliance with all provisions of the Occupational Health and Safety Act and the applicable Regulations. Use the Contractor Safety Prequalification form to fulfill this policy obligation.

If the Procurement department is completing the prequalification procedure, input may be required from the Manager of Health and Safety or the Project Administrator if there are specific requirements for a project.

The following items must be submitted by the contractor for prequalification:

- Certificates of insurance – general liability insurance (Minor projects \$2,000,000 minimum, Major Projects \$5,000,000 minimum).
- WSIB Safety Record – submit a copy for the last 3 years or equivalent accident/injury data.
- Current Clearance certificate – Confirms Contractor has met reporting and payment obligations to WSIB. ONTC requires the Contractor to submit a copy of the clearance certificate every 2 months and before the final payment on the contract has been made.
- Contractor's Health and Safety Policy.
- Past environmental, Health and Safety Records – a copy for the last 2 years.
- Training and Certification Records – Documentation verifying all workers have received the necessary safety training required for the specific job.
- Hazardous material list – List of all hazardous materials that will be brought onto ONTC property.
- ONTC may require a separate work plan detailing higher hazard work activity or any tasks that may tend to produce adverse consequences.

Procurement or the Project Administrator will ensure that the Contractor Health and Safety Responsibility Agreement has been completed by the Contractor.

Procurement or the Project Administrator will ensure current copies of insurance, WSIB clearance certificates, and annual safety reviews are maintained for pre-qualified contractors.

Contractors who have already been prequalified should be reasonably favoured and used for OTNC projects.

### **Project Management**

In all circumstances except where a Contractor has assumed the role of Constructor, the Project Administrator is responsible for health and safety on the project and must halt the project if there are health and safety concerns. The Project Administrator must maintain communication with the Contractor throughout the project.

The Project Administrator is responsible to ensure that all health and safety documentation for the project is completed and maintained.

The Project Administrator is responsible to create an ONTC Project Assessment Folder and complete it with Contractor prior to any work beginning. The folder includes the following documents:

- Signed Contractor Safety Responsibility Agreement,
- Certificates of Insurance – General Liability Insurance,
- WSIB Safety Record,
- Current Clearance Certificate,
- Contractor's health and safety policy and procedures applicable to the work being conducted,
- Training, licensing, and certification records,

- Hazardous materials list and current SDS for material brought onto ONTC property and already onsite that will be used during or encountered during the project,
- Completed Contractor Orientation Training Records,
- Copies of any applicable ONTC procedures that have been reviewed,
- Completed Contractor Prequalification form.

The Project Hazard Assessment form must be filed once the project has been completed and made available for review if required for auditing purposes.

The Project Administrator must ensure that the Contractor Orientation Training is completed for all workers on the project.

**On-Site Safety:** All ONTC safety procedures (Fall protection, Confined Space Entry, Lockout/Tagout, Ladder Safety, WHMIS, Personal Protection Equipment, Respiratory Protection, etc.) apply to all construction work on ONTC projects, unless the Contractor's procedures exceed ours.

The Project Administrator shall review all applicable safety procedures with contractors/subcontractors at the site. Copies of the ONTC procedures can be obtained through MyPolicies.

The Project Administrator will ensure that daily safety briefings are conducted prior to the beginning of each project workday, as well as regularly inspect the work site as the project requires.

If the Contractor or subcontractor has a question or concern regarding safety on the project, they should speak to the Project Administrator or their immediate supervisor.

All contractor(s) or subcontractor(s) supervisors must report to the Project Administrator:

- Any unsafe actions or conditions,
- Contraventions of the Occupational Health and Safety Act, Canada Labour Code and Regulations or any ONTC safety procedure, or
- Existence of any hazard at the project.

Any incident (first aid, near miss, etc.) on the project must be immediately reported to the Project Administrator.

**NOTE:** Workers and their supervisors shall be held accountable for violations of health and safety rules, regulations, and procedures. Disciplinary action, where necessary, will be dictated by the ONTC disciplinary procedure and will be based on the merits of the specific case.

## **RESPONSIBILITIES**

To ensure clarity of responsibility, where a Contractor is hired to conduct work for ONTC and the provincial Occupational Health and Safety Act applies in respect of that work, the Contractor will assume the position of Constructor.

No ONTC employee will be assigned to work on the same project as the general contractor unless there is an agreement between the Contractor and ONTC determining the contractor as the Constructor.

Where a project requires more than one Employer, ONTC may enter into an agreement before the commencement of the project to determine control over the project identifying who will be the Constructor.

### **Employer**

The Employer is responsible to:

- Ensure contractors, employees, supervisors, and managers are adequately aware of the provisions and requirements of the Purchasing Policy and Procedure.
- Ensure that contractors, subcontractors, and project worker companies are adequately prequalified in accordance with the Contractor Safety Prequalification Form for large projects or projects where the combined value of the project exceeds \$50,000.00 and where ONTC is the Constructor.
- Ensure contractors, subcontractors and project worker companies have agreed with and endorsed in writing the terms of the Contractor Health and Safety Responsibility Agreement.
- Properly implement and periodically audit the Contractor prequalification and safety procedure.
- Ensure that authorized staff comply within the Contractor Prequalification and Safety Procedure.
- Discipline and or remove from the authorized contractors list any contractor that fails to comply with this procedure.

### **Procurement**

The Procurement Department is responsible to:

- Conduct prequalification in conjunction with the Project Administrator for consultants and service providers and ensure completion of the Contractor Health and Safety Responsibility Agreement.
- Where required ensure the Contractor completes the Prequalification Form before any construction work is initiated on any of the ONTC properties.
- Maintain a list of all service agreements, memoranda of understanding, and service contracts.
- Obtain a current copy of WSIB Clearance Certificates and Insurance Certificate for pre-qualified consultants and service providers.

### **Project Administrator**

The Project Administrator is responsible to:

- Contract a prequalified contractor.
- Ensure contractors, subcontractors and project worker companies are prequalified in accordance with the Contractor Safety Prequalification Form.
- Ensure the Contractor completes the Contractor Orientation Training with the Contractor's workers prior to the beginning of a project.
- Complete with the Contractor and maintain the Project Hazard Assessment.
- Request applicable training records, certificates, licenses, and written procedures and measures from the Contractor as required.
- Ensure the Contractor Health and Safety Responsibility Agreement is completed by the Contractor prior to the beginning of work.



- Conduct safety briefings with the Contractor(s) prior to the work beginning and as required by the project.
- Periodically view the work areas to ensure compliance with the Occupational Health and Safety Act, associated Regulations and the relevant ONTC safety procedures.
- Respond to safety concerns from contractors and others impacted by a project.
- Ensure all relevant ONTC safety procedures are being implemented at the project.
- Ensure all contractors have provided SDS for all hazardous product used and that the SDS are readily available if stored on ONTC property.
- Inform the supervisor and employees in the area where the work/project is occurring of potential risk, including restrictions and responsibilities needed to ensure their safety.

Where a Contractor is hired to perform work for ONTC and the work is subject to the requirements of the Occupational Health and Safety Act, the Contractor will assume the position of Constructor. The aforementioned duties or similar must then be completed by the Contractor.

**Note:** The Contractor – Constructor will be required to utilize their own prequalification and safety contract documents for any and all subcontractors hired to perform work on the project.

### **Contractors**

Contractors are responsible to:

- Employ competent Supervisors and Workers.
- Comply with the Contractor Prequalification and Safety Procedure.
- Complete the ONTC Project Hazard Assessment and Contractor Health and Safety Responsibility Agreement.
- Furnish the ONTC with hard copies of applicable training records, certificates, licenses and written procedures and measures as required.
- Ensure that the Contractor Safety Checklist and Orientation form are completed and signed.
- Notify the Project Administrator of any questions or concerns with Contractor Prequalification and Safety Policies.
- Notify the Project Administrator of any contraventions of the Act or ONTC's Procedures.
- Participate in required safety training.
- Provide WSIB documentation and/or liability insurance confirming the Contractor is registered and their account is in good standing.
- Have all products used in their process evaluated by ONTC personnel prior to the products being brought onto ONTC property. This will be done through the evaluation of Safety Data Sheets (SDS) provided by the Contractor/subcontractor.
- Ensure copies of all SDS are readily available.
- Immediately inform designated ONTC contact person of there are any changes in their process or products used in their operation.
- Prior to entering ONTC property, register with Security, appropriate supervisor or designated ONTC contact person for direction.
- Ensure that all equipment and vehicles are properly maintained and meet prescribed safety standards, e.g., no loose pins on backhoe extensions or arms, safety pins and safety features are working properly.

### **Workplace/Policy Health and Safety Committees**

The WHSC/PHSC are responsible to:

- Participate in the development and review of the Contractor/Subcontractor Health and Safety Policy, procedure, and applicable forms.
- Serve as a resource to employees regarding the Contractor/Subcontractor Health and Safety Policy, procedure, and applicable forms.

### **Manager Health and Safety**

The Health and Safety Department is responsible to:

- Provide assistance if needed with prequalification process of contractors as required by the Procurement Department and/or the Project Administrator.
- Approve/disapprove exceptions to the Contractor Safety Prequalification process.
- Facilitate the development and review of the Contractor/Subcontractor Health and Safety Policy, procedure, and applicable forms.
- Apply and audit compliance, and discharge discipline when required, specific to the Contractor/ Subcontractor Health and Safety Policy, procedure, and applicable forms.

### **TRAINING**

ONTC is responsible to ensure that those ONTC employees who have duties and responsibilities to act under this procedure are adequately trained in these duties as applicable.

The training shall reinforce the hazard control hierarchy as follows:

- **Elimination:** activities or practices that involve the complete removal of the hazard from the worker in the workplace.
- **Substitution:** involves the replacement of high hazard task or workplace circumstance with a lower hazard task or workplace circumstance.
- **Engineering Controls:** involves creating and using designed infrastructure or equipment to minimize a hazard.
- **Administrative Controls:** involves creating protocols involving stated obligations and prohibitions that change the way people work.
  - E.g., **Warning Signs:** postings and placards that communicate the presence of a hazard as well as hazard control directives.
- **Personal Protective Equipment (PPE):** involves the use of gear that is worn by the worker to create a barrier between the hazard and the worker. PPE can include gloves, respirators, hard hats, safety glasses, high-visibility clothing, and safety footwear.

The Manager, Health and Safety will ensure that the training is refreshed at adequate frequency.

Retraining will be provided for all authorized workers or contractors whenever there is a change in their job assignments, a change in condition, equipment or processes that presents a new hazard, or when there is a change in the Contractor Safety Prequalification Process.

Additional retraining shall also be conducted whenever a periodic inspection reveals, or whenever there is reason to believe, that there are deviations from or inadequacies in workers' knowledge or use of the Contractor Safety Prequalification Process. The Project Hazard Assessment will be updated to add any additional hazards and corresponding controls, as required.

### **APPENDICES/EDUCATIONAL MATERIAL**

- Contractor Safety Prequalification Form
- Contractor Health and Safety Responsibility Agreement
- Contractor Safety Checklist and Orientation
- Project Hazard Assessment

## **REFERENCES**

- Ontario Occupational Health and Safety Act R.S.O 1990
- O.Reg 213/91 Construction Projects
- Canada Labour Code R.S.C., 1985 c L-2
- Canada Occupational Health and Safety Regulations SOR/86-304
- Contractors Subcontractors Safety NBRHC OH&S4-017



**PART 4**

**REQUEST FOR PROPOSALS**

**FORM OF PROPOSAL**

Note: Respondent is required to complete Part 4 in its entirety in order to be considered as having submitted a complete Proposal. Part 4 will be provided in Word format to Respondents who return Schedule 2-B - Participation Registration Form.

**PART 4 - FORM OF PROPOSAL  
PROPOSAL FORM 1  
PROPOSAL SUBMISSION FORM**

RFP Number: RFP 2025 018

Description: North Bay Paint Shop Roof Upgrade

Submitted To: ONTARIO NORTHLAND TRANSPORTATION COMMISSION

I/We, \_\_\_\_\_  
(Name of Respondent(s))

having carefully examined, understood, and completed the Request For Proposals Documents as described in Section 2 - The RFP Documents, and Addenda No. \_\_\_\_ to No. \_\_\_\_, inclusive, and having familiarized ourselves thoroughly with local conditions, hereby agree to supply the services associated with the North Bay Paint Shop Roof Upgrade as outlined on this Proposal Form 1.

**PRICING FOR CHANGE ORDERS / CHANGE DIRECTIVES:**

Please quote overhead and profit percentage based on the following project cost ranges:

Project Costs	Overhead %	Profit %
\$0 up to \$9,999		
\$10,000 up to \$49,999		
\$50,000 up to \$99,999		
\$100,000 up to 149,999		
\$150,000 up to \$200,000		
\$200,000 and higher		

**Please note that these project cost ranges apply to the aggregate spend of all change orders and not on a per change order basis. Any OH&P applied shall be calculated against the subtotal of the applicable change order only. Ontario Northland reserves the right to not accept the percentage values provided in the table above and any future change order markups will be reviewed and agreed upon by Ontario Northland and contractor.**

Please provide the costs for the following (add an additional page for any items not listed below):

Item	Cost
Mobilization	
Project Manager	
Site Supervisor	
Onsite Facilities	
General Labour	
Safety and Security	
Removal and Proper Disposal	
Equipment and Rentals	
Temporary Work	
Install New Insulation (material)	
Install New Insulation (labour)	

**PART 4 - FORM OF PROPOSAL**  
**PROPOSAL FORM 1 *cont'd***  
**PROPOSAL SUBMISSION FORM**

<b>Item</b>	<b>Cost</b>
Install and Supply New Wood Blocking to Match New Parapet	
Supply and Install New Modified Bituminous Sheet Roofing	
Supply and Install New 24 Gauge Series 8000 Pre-painted	
Supply and Install Gas Line Supports	
Painting Gas Line and Roof Penetrations	
Close-out Documentation	
Permits and Insurance Fees	
Bonds	
Demobilization	
Testing and Inspection	
Cash Allowance (replace damaged/wet insulation)	\$10,000.00
Cash Allowance (replace wood blocking)	\$5,000.00
Other Costs	
<b>Total Project Cost</b>	

<b>Additional Items</b>	<b>Unit Cost</b>
<b>Replace Insulation (sq/ft)</b>	
<b>Replace Wood Blocking (ft)</b>	

The award of the Contract is subject to budgetary approval.

ONTC reserves the right, in its sole discretion, to disqualify any Respondent that is a U.S. Business as defined in Proposal Form 2.

ONTC reserves the right in its sole discretion to sub-divide and/or bundle the Goods and/or Services which are the subject of this RFP and award one or any number of separate contracts for the Goods and/or Services.

**Proposal Forms**

The information contained in the Proposal Forms, as listed in the Request for Proposals and attached hereto, forms an integral part of this Proposal.

**Declarations**

We hereby declare that:

**PART 4 - FORM OF PROPOSAL**  
**PROPOSAL FORM 1 *cont'd***  
**PROPOSAL SUBMISSION FORM**

- (a) We will execute the Agreement within ten (10) Working Days of receipt of the Final Agreement;
- (b) We agree to perform and fully complete the Work on or before the agreed upon schedule;
- (c) The Work is to start no later than the agreed upon start date in the schedule;
- (d) Work is deemed to be complete when Work has achieved Substantial Performance as defined in the *Construction Act*;
- (e) The statutory holdback pursuant to the Construction Act will be 10% and a warranty holdback of 2.5%;
- (f) We will provide the required evidence of insurance, as specified in the ONTC - Draft Agreement included in Part 5 of the RFP Documents, with our execution of the Agreement;
- (g) For the General Liability Insurance, Ontario Northland Transportation Commission is to be included as an additional insured;
- (h) Coverages and limits of insurances will be provided and maintained by all Subcontractors in accordance with subsection (f) above;
- (i) No person, corporation or other legal entity other than the undersigned has any interest in this Proposal or in the proposed Contract for which this Proposal is made;
- (j) This Proposal is irrevocable for a period of ninety (90) days from the Submission Deadline;
- (k) It is understood and agreed that if this Proposal is accepted, we will not commence the Work until we have executed the Final Agreement and delivered it to ONTC and/or we are advised in writing by ONTC to proceed with the Work;
- (l) All copies of plans and specifications and other said RFP Documents furnished to us for the purpose of this Proposal are the property of ONTC and shall be kept confidential and not divulged in any manner by us. They will not be used on other work by us and will be returned to the issuing office when requested or promptly when not bidding; and
- (m) We have no right to reimbursement by ONTC for expenses, both direct and indirect, which may have been incurred by us in preparing this Proposal or otherwise participating in the RFP Process.

**PART 4 - FORM OF PROPOSAL**  
**PROPOSAL FORM 1 *cont'd***  
**PROPOSAL SUBMISSION FORM**

Signed and submitted for and on behalf of:

Contractor:

\_\_\_\_\_  
(Company Name)

\_\_\_\_\_  
(Street Address or Postal Box Number)

\_\_\_\_\_  
(City, Province and Postal Code)

Signature:

\_\_\_\_\_  
I have authority to bind the corporation.

Name and Title:

\_\_\_\_\_

Email:

\_\_\_\_\_

\_\_\_\_\_

Dated at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, 2025.



**PART 4 - FORM OF PROPOSAL**  
**PROPOSAL FORM 2**  
**RESPONDENT'S GENERAL INFORMATION**

The Respondent must complete this document and submit it as part of their Proposal.

Name <i>Please indicate the complete legal name of the firm</i>	
Tax Registration # (HST)	
Tax Registration # (GST)	
Tax Registration # (QST)	
Address	
Telephone Number	
Web Address	
Please indicate any other name(s) under which the firm operates <i>(if applicable)</i>	

Owner ☐ Partnership ☐ Corporation ☐

Relationship *(if applicable)*

Parent Company	
Subsidiaries	
Affiliates	

Ontario Business: Yes ☐ No ☐

**“Ontario Business”:** A supplier, manufacturer or distributor of any business structure that conducts its activities on a permanent basis in Ontario. The business either has its headquarters or a main office in Ontario or has at least 250 full-time employees in Ontario at the time of this RFP.

Canadian Business: Yes ☐ No ☐

**“Canadian Business”:** A supplier, manufacturer or distributor of any business structure that conducts its activities on a permanent basis in Canada. The business either has its headquarters or a main office in any province or territory within Canada or has at least 250 full-time employees in any one province or territory within Canada at the time of this RFP.

Canadian Trade Partner Country: Yes ☐ No ☐

**“Canadian Trade Partner Country”:** A country that is signatory to one or more of the following trade agreements:

- Comprehensive Economic and Trade Agreement (CETA);
- World Trade Organization's Agreement on Government Procurement (WTO-GPA);
- Comprehensive and Progressive Agreement for Trans-Pacific Partnership (CPTPP); or,
- Canada-UK Trade Continuity Agreement (Canada-UK TCA).

**PART 4 - FORM OF PROPOSAL**  
**PROPOSAL FORM 2 *cont'd***  
**RESPONDENT'S GENERAL INFORMATION**

U.S. Business:        Yes ☐        No ☐

**“U.S. Business”:** A supplier, manufacturer or distributor of any business structure (including a sole proprietorship, partnership, corporation or other business structure) that (i) has its headquarters or main office located in the U.S., and (ii) has fewer than 250 full-time employees in Canada at the time of the applicable procurement process. If a Respondent is a subsidiary of another corporation, part 1 of the definition above is met if that Respondent is controlled by a corporation that has its headquarters or main office located in the U.S.

*If the Respondent has not demonstrated eligibility with a “No” response to being a U.S. Business, ONTC reserves the right, in its sole discretion, to disqualify the Respondent.*

S-211:

ONTC adheres to, and reports under the Government of Canada’s Bill S-211 Fighting Against Forced Labour and Child Labour in Supply Chains Act.

1. Is your company required to report under the Government of Canada’s Bill S-211 Fighting Against Forced Labour and Child Labour in Supply Chains Act?        Yes ☐        No ☐
2. Is your company compliant with the Government of Canada’s Bill S-211 Fighting Against Forced Labour and Child Labour in Supply Chains Act?        Yes ☐        No ☐
3. Has your company been involved in forced and/or child labour in the past? Yes ☐        No ☐  
If yes, please provide details including date and action taken to mitigate.

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Main Contact Person (for the purposes of this Proposal)

Name	
Title	
Telephone #	Fax #
E-mail address	

Indicate below your company/business’ invoice terms:

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**PART 4 - FORM OF PROPOSAL**  
**PROPOSAL FORM 2 *cont'd***  
**RESPONDENT'S GENERAL INFORMATION**

Does your company/business have the capability to handle Electronic Funds Transfers?

YES \_\_\_\_\_ NO \_\_\_\_\_

If yes, please provide the necessary banking information as part of your submission.

If available, please provide your Dunn & Bradstreet Reference Number:

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How many years of experience does your company have in the provision of goods or services proposed herein?

**Subcontractors**

The Respondent must indicate where they will use subcontractors for specific services.

Description of Services	Subcontractor's Name	% Contract Value	Telephone Number

**PART 4 - FORM OF PROPOSAL**  
**PROPOSAL FORM 3**  
**ACKNOWLEDGMENT TO COMPLY WITH PART 3 - REQUEST FOR PROPOSALS**  
**SPECIFICATIONS**

ONTC is committed to procuring goods and services through a process that is conducted in a fair and transparent manner, providing equal opportunity to vendors.

ONTC endeavors to provide specifications that meet the requirements of the procurement without naming specific brands. However, there may be instances where a third-party consultant prepares a specification on behalf of ONTC, and a specific brand is named. In these instances, alternates may be used if deemed equal by ONTC and/or the third-party consultant. Respondents shall submit proposed deemed equivalents as a clarification item to be considered while the procurement remains open in accordance with the requirements of Part 1, Section 3, item 3.2 Questions and Communications Related to the RFP Documents.

Respondent acknowledges that they can fully comply with Part 3 - Request for Proposals Specifications.

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

If the Respondent indicates "NO", they shall provide details as an attachment to this Proposal Form 3, indicating how they will deviate from the requirements identified in Part 3 - Requests for Proposals - Specifications.

**PART 4 - FORM OF PROPOSAL**  
**PROPOSAL FORM 4**  
**REFERENCES**

The Respondent must supply here the reference information of three (3) relevant customers for which they have provided similar services within the last five (5) years. ONTC is **NOT** to be listed as a Reference.

**Reference #1**

Company name	
Location	
Description of services provided	
Start and end dates	
Value of the contract	
Contact person name and title	
Phone	E-mail

**Reference #2**

Company name	
Location	
Description of services provided	
Start and end dates	
Value of the contract	
Contact person name and title	
Phone	E-mail

**Reference #3**

Company name	
Location	
Description of services provided	
Start and end dates	
Value of the contract	
Contact person name and title	
Phone	E-mail

**PART 4 - FORM OF PROPOSAL**  
**PROPOSAL FORM 5**  
**COMPLIANCE WITH CONTRACT DOCUMENTS**

The Respondent may suggest changes to the Draft Agreement included in Part 5 of this RFP using the table below. ONTC does not have any obligation to accept any proposed changes to the Draft Agreement and will do so in its sole discretion. Significant material proposed changes to the Draft Agreement may impact the evaluation of the Respondent's proposal. ONTC will not accept any material changes to the clauses in the Draft Agreement relating to Confidentiality, Personal Information, Intellectual Property ownership and infringement, Indemnification, Limitation of Liability or rights of ONTC on termination. ONTC, as an Ontario Crown corporation, is unable to provide indemnities pursuant to s.28 of the *Financial Administration Act* (Ontario).

Exception	Supplementary Conditions, ONTC Schedule, Article, or Sub-Clause	Existing Wording	Respondent's Proposed Wording	Reason for Proposed Change
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				
11				
12				
13				
14				
15				
16				
17				
18				

**PART 4 - FORM OF PROPOSAL  
PROPOSAL FORM 6  
RESPONDENTS' SITE VISIT REGISTRATION FORM**

**Reference Number:** RFP 2025 018

**Title:** North Bay Paint Shop Roof Upgrade

**Submitted To:** ONTARIO NORTHLAND TRANSPORTATION COMMISSION

Please confirm that you plan to attend the Mandatory Respondents' Meeting by emailing a completed copy of the attached Registration Form together with the attached Release of Liability Form to [nicole.laplante@ontarionorthland.ca](mailto:nicole.laplante@ontarionorthland.ca), prior to Wednesday, May 7, 2025 at 4:00 p.m. EDT.

**Failure to submit these forms by the time required may result in Ontario Northland not being able to accommodate your attendance. PROPOSALS SUBMITTED BY RESPONDENTS THAT FAILED TO ATTEND THE RESPONDENTS' MANDATORY MEETING WILL BE DECLARED NON-COMPLIANT AND WILL BE REJECTED.**

**Date of Meeting:** Thursday, May 8, 2025

**Time of Meeting:** 2:00 p.m.

**Location:** 916 McIntyre Street East (Security Trailer)

**COMPANY NAME:** \_\_\_\_\_

**CONTACT NAME:** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_

**TELEPHONE:** \_\_\_\_\_

**EMAIL:** \_\_\_\_\_

**NUMBER OF PERSONS ATTENDING:** \_\_\_\_\_

PLEASE BRING THE FOLLOWING PERSONAL PROTECTIVE EQUIPMENT:

SAFETY BOOTS, REFLECTIVE VEST, HARD HAT, AND SAFETY GLASSES WITH SIDE SHIELDS.

ACCOMMODATION: ONTARIO NORTHLAND IS AN EQUAL OPPORTUNITY ORGANIZATION. ACCOMMODATION IS AVAILABLE FOR RESPONDENT'S WITH DISABILITIES THROUGHOUT THE PROCUREMENT PROCESS. IF ACCOMMODATION IS REQUIRED, PLEASE CONTACT [nicole.laplante@ontarionorthland.ca](mailto:nicole.laplante@ontarionorthland.ca).

NOTE: THE ATTACHED RELEASE OF LIABILITY WILL BE REQUIRED TO BE EXECUTED BY ANY PERSONS ATTENDING THE SITE MEETING PRIOR TO ATTENDANCE.

**RELEASE OF LIABILITY  
IN RESPECT OF ENTERING AND WORKING UPON  
ONTARIO NORTHLAND TRANSPORTATION COMMISSION PROPERTY**

The undersigned applicant requests permission of Ontario Northland Transportation Commission (hereinafter referred to as "ONTC") to enter on ONTC property to attend a site meeting commencing at 2:00 p.m. on Thursday, May 8, 2025 in North Bay, Ontario, associated with RFP 2025 018.

In consideration of ONTC permitting the Applicant and his/her/its employees, servants and agents to enter ONTC property for the purpose of the site meeting, the Applicant agrees it shall:

1. follow all instructions and directions from ONTC representatives while on ONTC property;
2. be liable for any and all damages to persons or property which may arise out of or be connected with the Applicant's entry on ONTC property and the Applicant agrees to indemnify ONTC against any and all actions, suits, claims, damages, costs, liability and expenses which may arise by reason of the Applicant's operations while on ONTC property.
3. fully indemnify and save harmless ONTC, its officers, directors, employees, consultants, subconsultants, contractors, and agents (collectively "ONTC Indemnitees") from any kind of liability, suit, claim, demand, fine, action, loss, damage, legal cost and disbursement, or for which ONTC or ONTC Indemnities may become liable or suffer in connection with the Applicant's entry on ONTC property. For the purposes of this indemnity, ONTC is acting as the trustee of the ONTC Indemnitees. This indemnity section will survive the expiry of this permission;
4. enter on ONTC property at the sole cost, risk and expense of the Applicant; and,
5. release and discharge ONTC, its employees, servants and agents of and from any and all claims and demands of whatever nature and howsoever caused by reason of any loss, damage or injury to person or property which the Applicant or its employees, servants and agents may sustain or suffer while on ONTC property.

DATED AT \_\_\_\_\_ THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2025.

Applicant \_\_\_\_\_

Witness \_\_\_\_\_



**PART 4 - FORM OF PROPOSAL  
PROPOSAL FORM 7  
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. **Include safety documentation, if available, for working near an active railway. Provide evidence of compliance to Ontario's environmental requirements and ONTC's Technical Specifications. For example, provide sample reports/plans, information or documentation in relation to waste management and recycling and salvage requirements from start to end of project, health and safety requirements/plans, quality management, risk mitigation, etc.**
2. Submit the attached Contractor Health and Safety Responsibility Agreement.
3. Submit the attached Contractor Safety Pre-Qualification Form and associated supporting documents. The following items must be submitted by the contractor for prequalification:
  - WSIB Safety Record: Submit a copy for the last 3 years or equivalent accident/injury data.
  - Current Clearance Certificate: Confirms Contractor has met reporting and payment obligations to WSIB. ONTC requires the Contractor to submit a copy of the clearance certificate every 2 months and before the final payment on the contract has been made.
  - Past environmental, Health and Safety Records: Copies for the last 2 years.
  - Training and Certification Records: Documentation verifying all workers have received the necessary safety training required in relation to the scope of the RFP.
  - Hazardous material list: List of all hazardous materials that will be brought onto ONTC property, if applicable.
  - ONTC may require a separate work plan detailing higher hazard work activity or any tasks that may tend to produce adverse consequences.

*Respondents must pass the Contractor Safety Pre-Qualification. Failure to pass will result in disqualification from the procurement process.*

<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 on behalf of our proposed sub-consultants, 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)

## Contractor Safety Pre-Qualification Form

### 1. Company Identification:

Company Name:	Telephone:	ONTC Use
Mailing Address:	Fax:	
	E-mail:	

### 2. Form of Business:

☐ Sole Proprietor   
 ☐ Partnership:   
 ☐ Corporation

3. Officers:	Years with the Company
President / CEO	
Vice President	
Treasurer	
Who is the manager most responsible for health and safety?	
Name:	Title:

4. How many years has your business operated under its current name?	
5. Under Current Management Since (Date)	

### 6. Parent Company Information

Parent Name:	
City:	Province / State:
Postal / Zip Code:	
Subsidiaries:	

### 7. Insurance Contact Information

Title:	Telephone:	Fax:
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### Insurance

8. Carriers:	Type of Coverage:	Telephone

### 9. Organization:

Describe the nature of the work your company specialized in:	
<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>

**10. Health and Safety Performance**

- |   |                              |                             |
|---|------------------------------|-----------------------------|
| a) Are any of the above services that you perform normally subcontracted to others?   | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| b) Can you provide a Workplace Safety & Insurance Clearance Certificate?  | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| c) Is your company experience rated (CAD-7, NEER)? If yes attach CAD-7 reports for the last 3 years and go to item e). If no, complete item d).   | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| d) Has an employee of your company suffered a fatal accident or "critical injury" as defined by the <u>Ontario Occupational Health &amp; Safety Act</u> ? Please provide for the last 3 years: i) total number of lost time accidents by rate group, ii) total number medical aid accidents, iii) total number of hours worked by each rate group | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| e) Has your company ever been subjected to a Workwell Audit? If yes, what was your final score? ____  | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| f) Are there judgements, claims or suits pending or outstanding against your company?   | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| g) Have you received any regulatory (MOL, MOE, etc.) orders and/or prosecutions in the last 3 years? If yes, provide details of all prosecution and fines for the past 3 years on a separate sheet.   | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| h) Do you have involvement in provincial safety associations such as the Infrastructure Health & Safety Association (IHSA) and/or Workplace Safety & Prevention Services (WSPS)? If yes, please name:   | <input type="checkbox"/> Yes | <input type="checkbox"/> No |

**11. Health and Safety Program and Procedures:**

- |   |                              |                             |
|---|------------------------------|-----------------------------|
| a) Do you have a written health and safety policy? If yes, include a copy.      | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| b) Do you have a written health and safety program?                             | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| c) If so, are the following elements addressed?                                 | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| i. Participation by all levels in the organization                              | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| ii. Accountabilities & responsibilities for managers, supervisors and employees | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| iii. Adequate resourcing for meeting health and safety requirements             | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| iv. Hazard identification and control   | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| v. Health and safety performance measurement and evaluation                     | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| vi. Corrective actions implementation   | <input type="checkbox"/> Yes | <input type="checkbox"/> No |

**12. Health and Safety Program: Does the health and safety program include procedures and practice documents such as:**

- |   |                              |                              |
|---|------------------------------|------------------------------|
| a) Hazardous Energy Control, Lock-out – Tag-out | <input type="checkbox"/> Yes | <input type="checkbox"/> No  |
| b) Confined Space Entry                         | <input type="checkbox"/> Yes | <input type="checkbox"/> No  |
| c) Working at Heights, Fall Protection          | <input type="checkbox"/> Yes | <input type="checkbox"/> No  |
| d) Personal Protective Equipment (PPE)          | <input type="checkbox"/> Yes | <input type="checkbox"/> No  |
| e) Portable / Electric Power Tools              | <input type="checkbox"/> Yes | <input type="checkbox"/> Yes |

## Contractor Safety Pre-Qualification Form

f) Vehicle Safety	<input type="checkbox"/> Yes	<input type="checkbox"/> No	
g) Compressed Gas Cylinders	<input type="checkbox"/> Yes	<input type="checkbox"/> No	
h) Electrical Equipment Grounding Assurance	<input type="checkbox"/> Yes	<input type="checkbox"/> No	
i) Powered Industrial Vehicles (forklifts, cranes, etc.)	<input type="checkbox"/> Yes	<input type="checkbox"/> No	
j) Heavy Construction Equipment (excavators, backhoes, bulldozers, etc.)	<input type="checkbox"/> Yes	<input type="checkbox"/> No	
k) Excavation and Trenching	<input type="checkbox"/> Yes	<input type="checkbox"/> No	
l) Housekeeping	<input type="checkbox"/> Yes	<input type="checkbox"/> No	
m) Accident / Incident Reporting and Investigation	<input type="checkbox"/> Yes	<input type="checkbox"/> No	
n) Hazard / Unsafe Condition Identification, Reporting and Communication	<input type="checkbox"/> Yes	<input type="checkbox"/> No	
o) Workplace Hazardous Materials information System (WHMIS)	<input type="checkbox"/> Yes	<input type="checkbox"/> No	
p) Emergency Action Plan / Evacuation Plan	<input type="checkbox"/> Yes	<input type="checkbox"/> No	
q) Spill Response / Reporting	<input type="checkbox"/> Yes	<input type="checkbox"/> No	
r) Respiratory Protection	<input type="checkbox"/> Yes	<input type="checkbox"/> No	
s) Designated Substances Management	<input type="checkbox"/> Yes	<input type="checkbox"/> No	
t) Waste Staging / Disposal	<input type="checkbox"/> Yes	<input type="checkbox"/> No	
u) Traffic Control	<input type="checkbox"/> Yes	<input type="checkbox"/> No	
v) Hearing Conservation	<input type="checkbox"/> Yes	<input type="checkbox"/> No	
13. Do you have a policy/procedure for terminating contracts of subcontractors who do not comply with the requirements of the <u>Occupational Health &amp; Safety Act</u> , associated regulations and / or company safety rules?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	
14. Do your employees read, write and understand English to the degree that they can safely perform their tasks without the aid of an interpreter? ( <i>If no, provide a description of your plan to assure that they can safety perform their tasks</i> )	<input type="checkbox"/> Yes	<input type="checkbox"/> No	
15. Do you have personnel certified in Emergency First Aid and CPR on site? If yes, provide copies of certificates of training for site personnel proposed for the project?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	
16. Do you have First Aid kits available to your staff?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	
17. Does your company use a formalized Health and Safety Plan for conducting large projects?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	
18. Does the company conduct pre-placement medical examinations?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	
19. Is task-adequate PPE provided to workers?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	
20. Are employees trained in PPE care, use and maintenance?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	
21. Do you have a corrective actions process for addressing individual health and safety performance deficiencies	<input type="checkbox"/> Yes	<input type="checkbox"/> No	

## Contractor Safety Pre-Qualification Form

### 22. Equipment and Manuals:

- |   |                              |                             |  |
|---|------------------------------|-----------------------------|--|
| a. Do you conduct inspections on operating equipment (e.g. excavators, cranes, forklifts, vehicles, etc.) as per regulatory requirements? | <input type="checkbox"/> Yes | <input type="checkbox"/> No |  |
| b. Do you maintain operating equipment in compliance with regulatory requirements?  | <input type="checkbox"/> Yes | <input type="checkbox"/> No |  |
| c. Do you maintain applicable pre-use inspection and maintenance certification records for operating equipment?                           | <input type="checkbox"/> Yes | <input type="checkbox"/> No |  |
| d. Are records available upon request   | <input type="checkbox"/> Yes | <input type="checkbox"/> No |  |

### 23. Subcontractors

- |  |                              |                             |  |
|--|------------------------------|-----------------------------|--|
| a. Do you use health and safety performance criteria in the selection of contractors?  | <input type="checkbox"/> Yes | <input type="checkbox"/> No |  |
| b. Do you require your subcontractor to have a written health and safety program?  | <input type="checkbox"/> Yes | <input type="checkbox"/> No |  |
| c. Are your subcontractors included in   | <input type="checkbox"/> Yes | <input type="checkbox"/> No |  |
|  | <input type="checkbox"/> Yes | <input type="checkbox"/> No |  |
|  | <input type="checkbox"/> Yes | <input type="checkbox"/> No |  |
|  | <input type="checkbox"/> Yes | <input type="checkbox"/> No |  |
|  | <input type="checkbox"/> Yes | <input type="checkbox"/> No |  |
| d. Does the company have a policy for the termination of contracts of subcontractors who do not comply with the Occupation Health and Safety Act, regulations under the Act, contractor rules, programs, protocols policies or procedures? | <input type="checkbox"/> Yes | <input type="checkbox"/> No |  |
| e. Does the company have a progressive discipline policy for employees and subcontractors?   | <input type="checkbox"/> Yes | <input type="checkbox"/> No |  |

### 24. Health and Safety Training

- |   |                              |                             |  |
|---|------------------------------|-----------------------------|--|
| a. Are you aware for the regulatory training requirements for your employees? | <input type="checkbox"/> Yes | <input type="checkbox"/> No |  |
| b. Have your employees received the required health and safety training?      | <input type="checkbox"/> Yes | <input type="checkbox"/> No |  |
| c. Do you have specific health and safety training for supervisors?           | <input type="checkbox"/> Yes | <input type="checkbox"/> No |  |
| d. Do you keep records of health and safety training for employees?           | <input type="checkbox"/> Yes | <input type="checkbox"/> No |  |
| e. Are records of health and safety training available on request?            | <input type="checkbox"/> Yes | <input type="checkbox"/> No |  |

### 25. Job Skills

- |   |                              |                             |  |
|---|------------------------------|-----------------------------|--|
| a. Have employees been trained in appropriate job skills?                               | <input type="checkbox"/> Yes | <input type="checkbox"/> No |  |
| b. Are employee job skills certified where required by regulation or industry standard? | <input type="checkbox"/> Yes | <input type="checkbox"/> No |  |
| c. Are certificates available upon request?   | <input type="checkbox"/> Yes | <input type="checkbox"/> No |  |

### 26. Health and Safety Supervision

- |  |                              |                             |  |
|--|------------------------------|-----------------------------|--|
| a. Does the company have a health & safety coordinator?          | <input type="checkbox"/> Yes | <input type="checkbox"/> No |  |
| b. Who is the highest ranking safety professional in the company |                              |                             |  |

*I agree that the above information is true and correct to the best of my knowledge. I also agree to follow all terms and conditions of the Contractor Safety Program at all times while performing work for ONTC. I understand that supporting documentation may be requested for due diligence verification purposes.*

Name: (Please print) \_\_\_\_\_  
 Signature: \_\_\_\_\_

Title: \_\_\_\_\_  
 Date: \_\_\_\_\_

**PART 4 - FORM OF PROPOSAL**  
**PROPOSAL FORM 8**  
**SCHEDULE OF MATERIALS**

SCHEDULE OF MATERIALS - VARIATIONS (AND SOURCES)

VARIATIONS:

MATERIALS SOURCES:  
(ADD WHERE REQUIRED)



**PART 4 - FORM OF PROPOSAL**  
**PROPOSAL FORM 9**  
**LIST OF EQUIPMENT**

List all Equipment, owned or controlled by the Respondent for use on the Work. Such list shall show for each Unit the description of the Unit, capacity, condition, age, present location, the owner's name and all-inclusive hourly rental rates. Such equipment shall be subject to inspection by ONTC to verify the stated information.

ONTC reserves the right to perform random site inspections in order to ensure the Successful Respondent's equipment used to perform the Work coincides with the information provided below. Any deviations may be subject to the terms of the Final Agreement. Any changes to this proposed list of equipment requires prior approval from ONTC.

<u>Quantity</u>	<u>Description</u>	<u>Capacity</u>	<u>Condition</u>	<u>Age</u>	<u>Location</u>	<u>Owner</u>	<u>Hourly Rental Rate</u>
-----------------	--------------------	-----------------	------------------	------------	-----------------	--------------	-------------------------------

**PART 4 - FORM OF PROPOSAL**  
**PROPOSAL FORM 10**  
**SCHEDULE AND PROPOSED APPROACH**

**CONSTRUCTION SCHEDULE**

Respondents shall include a schedule with their Proposal. The schedule shall be in Gantt chart format, showing all activities of the Work and the critical path. The schedule shall be designed to ensure conformity with the Contract Time. The Contractor shall ensure that the schedule adheres to all contractual requirements and technical submittal requirements. The construction schedule shall reflect the milestone dates listed below:

Request for Proposal Close	Monday, May 26, 2025
Start Date	June 23, 2025
Completion Date	September 1, 2025

Do you agree to complete the Work required by September 1, 2025?

Respondent confirms that they will complete the Work required by September 1, 2025.

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

**ONTC has established the date for Completion of the Work with consideration for strict project timelines. As such, and subject to ONTC's sole discretion, a failure to confirm that the work will be completed by the identified date may result in disqualification of the Proposal.**

**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. The Respondent should build in any anticipated delays, supply chain timelines and other factors to provide sufficient time in the schedule to meet provided timelines and mitigate potential delays.

Evidence of a thorough review of the RFP Documents should be apparent in the Respondent's Schedule and Proposed Approach.

**PART 4 - FORM OF PROPOSAL  
PROPOSAL FORM 11  
LIST OF PERSONNEL**

List the names of the key personnel who will be assigned to the Work and **include their resumes.** This information shall be for the use of ONTC in assessing the Proposal. In the event of a Subcontractor(s) being listed as key personnel, the Respondent shall also include their resume(s).

Roles and Responsibilities of key personnel should include:

- A brief description identifying the role and responsibilities of each key personnel, with respect to the Services requested;
- A statement describing the experience of the individual key personnel in working together on previous relevant projects;
- A statement indicating whether the key personnel is an employee of the Respondent or is a Subcontractor;
- A full and detailed resume demonstrating a minimum of five (5) years' experience in roofing and related work in industrial environment; and,
- A statement of availability of key personnel identified for each role indicating that the individual is available for the required Contract Term.

The Respondent must designate named individuals for each of the following key personnel roles:

<u>Role</u>	<u>Key Responsibilities</u>	<u>Qualifications and Experience</u>	<u>Name of Individual</u>	<u>Actual Years of Experience</u>
Site Supervisor	<ul style="list-style-type: none"><li>- A Site Supervisor must be on-site at all times.</li><li>- The Site Supervisor(s) will be directly overseeing all work, including subcontractors, safety, and quality control.</li><li>- They are responsible for ensuring all labour and safety requirements are complied with and ensuring the work site is cleaned each workday. Will be the single point of contact for the site.</li></ul>	Experience: Shall have a minimum of five (5) years of experience in roofing and related work in industrial environment.		

- Shall communicate with ONTC Supervision as required to ensure work is completed safely with no impact on the operations of the facility

Please list all applicable key personnel that will be assigned to the Work in addition to those key personnel provided above:

<u>Role</u>	<u>Key Responsibilities</u>	<u>Qualifications and Experience</u>	<u>Name of Individual</u>	<u>Actual Years of Experience</u>
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**PART 4 - FORM OF PROPOSAL**  
**PROPOSAL FORM 12**  
**CONTRACTOR'S QUALIFICATION STATEMENT**

1. The Respondent shall include a company profile that describes the company's core business and indicates the length of time (number of years) the company has been providing similar services. Include company history, the location of head office, other offices, number of employees per location, corporate philosophy and description of the specific services offered and specialties.

In the event that the Respondent is using a subcontractor(s) for a portion(s) of the scope of work associated with this RFP, they shall also include with this Proposal Form 12, a company profile for each subcontractor.

2. The Respondent shall supply a minimum of three (3) relevant project descriptions for projects of a similar nature and scope that have been completed within the last five (5) years. Provide examples of similar projects where roofing upgrades were performed.

The project descriptions shall include:

- a) Company/Client
- b) Name of contact and contact details
- c) Project Name
- d) The scheduled project start and end date
- e) The actual start and end date
- f) The project value of the Respondent's scope of work for the project at the beginning of the project
- g) The project value of the Respondent's scope of work for the project at the end of the project
- h) Detailed description of the Respondent's scope of work for the project. The description should detail if subcontractors were used to complete part of the scope.
- i) Outcomes of the project (i.e., completed on schedule and on budget etc.)

ONTC may, in its sole discretion, confirm the Respondent's experience in the projects identified by contacting the named contacts above, in addition to the references provided as part of Proposal Form 4.

3. The Respondent shall describe how and when you will use Ontario's local workforce, local vendors, local manufacturers, local contractors, and local apprentices/trainees to achieve the project goals and provide the requested services. Please list any local subcontractors or suppliers being used for the successful completion of this project.
4. Respondents shall establish a site-use plan and demonstrate that their labour codes, workers compensation and health and safety regulations meet Ontario's standards.

ONTC will consider all information submitted in the Respondent's Proposal when evaluating the Respondent's experience.

**PART 4 - FORM OF PROPOSAL**  
**PROPOSAL FORM 13**  
**CLAIMS**

Submit an up to date list of outstanding, pending or anticipated claims, proceedings, liens or other legal claims, actions or proceedings.



**PART 5**  
**REQUEST FOR PROPOSALS**  
**DRAFT AGREEMENT**

THIS AGREEMENT made on XX, 2025

BETWEEN:

**ONTARIO NORTHLAND TRANSPORTATION COMMISSION**  
**("ONTC")**

and

**XXX**  
(the "**Contractor**")

### **Contract Documents**

1. The following documents are included in this Agreement and form the Contract Documents:
  - (a) this Agreement;
  - (b) Addenda to the RFP, if any;
  - (c) the document identified as Schedule 2-A in the RFP (the "**RFP Data Sheet**");
  - (d) Schedule A – (the "**Scope of Work**"), comprised of:
    - i. the document identified as Schedule 3-A-1 in the RFP (Scope of Work);
    - ii. the document identified as Schedule 3-A-2 in the RFP (Technical Specifications);
    - iii. the document identified as Schedule 3-A-3 in the RFP (Issue for Tender Drawings); and
    - iv. the document identified as Schedule 3-A-4 in the RFP (Reference Reports); and
    - v. the document identified as Schedule 3-A-5 in the RFP (Policies and Procedures);
  - (e) Schedule B – the Form of Proposal completed in accordance with Part 4 of the RFP (the "**Contractor's Submission**");
  - (f) Schedule C – Project-Specific Requirements for a Proper Invoice; and
  - (g) Special Provisions, if any,(collectively, the "**Contract Documents**")

### **Precedence of Contract Documents**

2. If there is any conflict or inconsistency between the Contract Documents, unless otherwise provided, such documents will prevail in the following order, but only to the extent necessary to resolve the conflict or inconsistency:



- (a) Special Provisions, if any;
- (b) this Agreement;
- (c) Addenda to the RFP, if any;
- (d) RFP Data Sheet;
- (e) Schedule A – Scope of Work;
- (f) Schedule C – Project-Specific Requirements for a Proper Invoice; and
- (g) Schedule B – Contractor's Submission.

### **The Work**

- 3. The Contractor shall perform the Work required by the Contract Documents for the roof upgrade at the ONTC Paint Shop located at 916 McIntyre Street East, North Bay, ON.
- 4. The Contractor shall perform the Work in accordance with the requirements of the Contract Documents and the Standard of Care.
- 5. ONTC shall have the right to amend the Work to have some of the Work completed by its own forces.

### **Contract Price**

- 6. The “**Contract Price**” is \$XXX plus applicable taxes, more particularly described in Schedule B, subject to adjustment in accordance with the Change Order process in the Contract Documents.

### **Contract Time**

- 7. Subject to adjustment(s) approved in accordance with the Contract Documents, the Contractor shall commence the Work on the XX day of XX, 20XX and shall achieve Substantial Performance of the Work on or before the 31<sup>st</sup> day of July, 2025 (the “**Contract Time**”).

## **DEFINITIONS AND INTERPRETATION**

- 8. In the Contract Documents,

“**Acceptance**” and “**Accepted**” means ONTC acknowledges that the work for a Submittal has been completed and that the Submittal on its face conforms to the requirements of the Contract Documents. Acceptance does not mean confirmation by ONTC that the Submittal does not contain error or omissions, defects, deficiencies or deviations from the Contract Documents. Wherever the words “acceptance” and “accepted” are used in the Contract Documents, they shall have the meaning set out in this definition even if the words are not capitalized.

“**Adjudication**” means construction dispute interim adjudication as defined under the *Construction Act*.

“**Agreement**” means this agreement and all attached Schedules.

**“As-Built Drawings”** means a set of drawings that are marked-up during construction by the Contractor that show how the structures and other parts of the Work were actually constructed versus how the structures and other parts of the Work were originally designed and **“As-Built Record Drawings”** means the As-Built Drawings prepared by the Contractor following completion of the Work that are Submitted to the Owner with the Close-Out Documentation.

**“Authority Having Jurisdiction”** means the federal, provincial or municipal entity that is responsible for enforcing codes, standards and regulations relating to building construction or has the power to pass regulations to direct, specify and govern elements or activities of construction projects such as codes, safety, health or standards of manufacture or installation.

**“Change Directive”** means a written instruction prepared by the ONTC Representative and signed by ONTC directing the Contractor to proceed with a change in the Work within the general scope of the Contract Documents prior to ONTC and the Contractor agreeing upon adjustments, if any, in the Contract Price and/or the Contract Time.

**“Change Order”** means a written amendment to the Contract Documents prepared by the ONTC Representative and signed by ONTC and the Contractor stating their agreement on:

- (a) a change in the Work;
- (b) the method of adjustment or the amount of the adjustment in the Contract Price, if any; and
- (c) the extent of the adjustment in the Contract Time, if any.

**“Confidential Information”** includes information, whether oral, written, visual, electronic, or in any other form, relating in any way to this Agreement, which is identified as confidential or that would reasonably be considered as being confidential. Confidential Information does not include any portions of the Confidential Information that (a) at the time of disclosure was in the public domain; (b) after disclosure hereunder, is published or otherwise becomes part of the public domain through no fault of the Contractor; or (c) is received from an independent third party who had obtained the Confidential Information lawfully and was under no obligation of secrecy or duty of confidentiality owed to ONTC.

**“Conflict of Interest”** means any actual or potential conflict of interest including, but not limited to:

- (a) situations or circumstances that could compromise the ability of the Contractor to perform its obligations under the Contract Documents; and
- (b) the offer or giving of a benefit of any kind by or on behalf of the Contractor to anyone employed by or otherwise connected with ONTC.

**“Construction Act”** means the *Construction Act*, R.S.O. 1990, c. C.30, as amended, including all regulations passed under it that are enforceable as of the date of execution of this Agreement. For certainty, Parts I.1 (Prompt Payment) and II.1 (Construction Dispute Interim Adjudication) of the *Construction Act* apply to this Agreement.



**“Construction Documents”** means the Drawings, Specifications, and other documents prepared by or on behalf of the Contractor, based on and in compliance with the Contract Documents.

**“Construction Equipment”** means all machinery and equipment, either operated or not operated, that is required for preparing, fabricating, conveying, erecting, or otherwise performing the Work but is not incorporated into the Work.

**“Construction Schedule”** means the schedule for the performance of the Work provided by the Contractor pursuant to section 31, including any amendments to the Construction Schedule made pursuant to the Contract Documents.

**“Contractor Parties”** means the directors, officers, employees, agents, consultants, invitees, Subcontractors and representatives of the Contractor.

**“Defect”** or **“Defective Work”** means failure to perform or deliver any of the Work in conformity with the quantity, quality, specifications and/or other requirements set out in the Contract Documents.

**“Drawings”** means the detailed engineering designs, drawings, diagrams, illustrations, schedules, technical brochures and other data to be used by the Contractor in the performance of the Work and includes Shop Drawings and the waste management plan.

**“Environmental Contaminants”** means any substance, material or waste defined, regulated, listed or prohibited by Environmental Laws.

**“Environmental Laws”** means all applicable federal, provincial, territorial, municipal and local laws, common laws and principles thereof, and orders, directives and decisions rendered or issued by an Authority Having Jurisdiction relating to Environmental Contaminants or the protection of human health, natural resources or the environment;

**“Force Majeure”** means an event or a cause beyond the control of a party, which may include war, interference by civil or military authorities, civil insurrection, local or national emergency, blockade, seizure, riot, sabotage, vandalism, terrorism, adverse weather conditions which are materially more adverse than could reasonably be expected, earthquake, flood, act of God, accident, fire, nuclear or other explosion, disease, epidemic, pandemic, quarantine restriction, strike, lockout or other labour disturbance, governmental embargo, or changes to any acts, orders, legislation, regulations, directives, or government priorities of any Authority Having Jurisdiction; provided such event is not caused by the affected party's negligence or failure to exercise reasonable diligence. A Force Majeure event or cause does not include an inability to pay or a lack of financial resources unless it is due to a failure of the province to approve the appropriation from the Consolidated Revenue Fund for the Project.

**“Impact Assessment Reports”** means the impact assessment reports, if any, listed in the RFP related to the *Fisheries Act*, *Navigable Waters Act*, *Lakes and Rivers Improvement Act*, heritage reviews, *Endangered Species Act* and *Species at Risk Act*, terrestrial resources (vegetation, wildlife, other features); socio-economic impacts and Indigenous consultations.

**“Intellectual Property Rights”** means any improvement, invention or discovery, whether or not patented or patentable, any technical data, know-how or trade secret, any design, any computer software or any work subject to copyright, whether or not such design or copyright is registered or registrable and all Intellectual Property rights contained, embedded or disclosed in the Work.

**“Materials”** means material, machinery, equipment, and fixtures forming the Work, but does not include Construction Equipment.

**“Notice of Non-Payment”** means a notice of non-payment of holdback (Form 6) or a notice of non-payment (Form 1.1) under the *Construction Act*, as applicable to the circumstances.

**“ONTC”** means ONTC and its directors, officers, employees, agents, consultants, contractors and subcontractors.

**“ONTC Representative”** means the person or entity appointed or engaged by ONTC to manage the Work on behalf of ONTC.

**“Project”** means the total construction contemplated by ONTC, as described in section 3 and elsewhere in the Contract Documents, of which the Work may be the whole of the Project or a part.

**“Proper Invoice”** means a “proper invoice” as that term is defined in Section 6.1 of the *Construction Act*, with the minimum requirements set out in Schedule C.

**“Restricted Period (Adjudication)”** means the (inclusive) period of time between November 15 in one calendar year to January 2, in the next calendar year, in any given year throughout the duration of the Agreement.

**“Restricted Period (Proper Invoice)”** means the (inclusive) period of time between December 10 to December 28 in any given year throughout the duration of the Agreement.

**“RFP”** means ONTC Request for Proposals No. RFP 2024 059 for Renovation of Diesel Shop Men’s Washroom, North Bay, ON.

**“Shop Drawings”** are drawings, diagrams, illustrations, schedules, performance charts, brochures, Materials data, and other data which the Contractor provides to illustrate details of portions of the Work.

**“Specifications”** means that portion of the Contract Documents, wherever located and whenever issued, consisting of the written requirements and standards for the Materials, systems, workmanship, quality, and the services necessary for the performance of the Work.

**“Standard of Care”** has the meaning set out in section 10.

**“Subcontractor”** means a person who contracts with the Contractor or another Subcontractor for the performance of any part of the Contractor’s obligations under the Contract Documents and includes suppliers of the Contractor.

**“Submittal(s)”** means all documentation prepared by the Contractor and submitted to the ONTC for review and Acceptance in accordance with the Contract Documents.

**“Substantial Performance of the Work”** or **“Substantial Performance”** means when the requirements of section 2(1) and, if applicable, section 2(2) of the *Construction Act* are certified as achieved or deemed achieved, in accordance with the *Construction Act*.

**“Supplemental Instruction”** means an instruction, not involving an adjustment in the Contract Price or Contract Time, in the form of Specifications, Drawings, schedules, samples, models or written instructions, consistent with the intent of the Contract Documents. It is to be issued by the ONTC Representative to supplement the Contract Documents as required for the performance of the Work.

**“Taxes”** means any and all taxes, levies, import duties, customs duties, stamp duties, fees, withholdings, assessments, deductions or charges whatsoever, imposed, assessed, levied or collected by any governmental authority, together with interest, fines and penalties, including occupational, excise, unemployment, ownership, sales, gross receipts, income taxes, payroll taxes, employer contributions (both statutory and otherwise) and workers’ compensation payments and contributions, but does not include Harmonized Sales Tax (HST).

**“Work”** means everything that the Contractor is required to supply or perform in order to carry out the terms and conditions of the Contract Documents and includes any work or services not expressly in the Contract Documents, but which is, nevertheless, necessary for the proper completion of the Work.

**“Working Day”** means any day except a Saturday, Sunday or statutory holiday, or statutory vacation day that is observed by the construction industry in Ontario, or such other day(s) designated as working days in the Contract Documents.

**“Work Site”** means the designated site(s) or location(s) of the Work identified in the Contract Documents, including without limitation the location specified in section 3.

**“WSIA”** means the *Workplace Safety and Insurance Act, 1997*, S.O. 1997, c. 16, Sched. A.

9. **Trade Terms.** Words and abbreviations that have well known technical or trade meanings are used in the Agreement in accordance with such recognized meanings.

## **CONTRACTOR’S OBLIGATIONS**

### **Standard of Care**

10. The Contractor shall:
- (a) perform the Work in accordance with all applicable laws, the Contract Documents, all applicable professional standards, and in an efficient and workmanlike manner, using only qualified, skillful and careful workers;

- (b) in performing the Work and its obligations under the Agreement, exercise the standard of care, skill and diligence that would normally be provided by an experienced and prudent contractor performing work of a similar nature to the Work;
  - (c) ensure any Construction Equipment used by Contractor Parties at the Work Site will be in safe working condition, will comply with all laws applicable to such equipment and will be operated by suitably qualified and competent personnel; and
  - (d) while being on ONTC's property, comply with ONTC's policies, including its Fit for Duty policy,
- (the "**Standard of Care**").
- 11. The Contractor acknowledges and agrees that the performance of the Contractor's obligations, duties and responsibilities under this Agreement shall be judged against the Standard of Care. The Contractor shall exercise the Standard of Care when recommending the use of Materials, personnel or procedures to ONTC.
  - 12. Where the Work does not comply with the specified Standard of Care, the deficiency in the Work shall be corrected as directed by the ONTC Representative. Subsequent testing to ensure that the Standard of Care has been attained (including re-testing by ONTC), shall be carried out at the Contractor's expense.

#### **Vendor Performance Evaluation**

- 13. ONTC has a Vendor Performance Policy which requires ONTC to complete an evaluation of the Contractor's performance of its obligations under the Contract Documents. The performance evaluation of the Contractor's performance of its obligations under the Contract Documents will be used in the assessment of the Contractor's proposals in response to future procurements. The performance evaluation may also result in the Contractor being disqualified from submitting proposals in response to future procurements in accordance with the terms of the policy. The policy can be found at <http://ontarionorthland.ca/en/requests-tenders>. The Contractor shall participate in the evaluation process under the Vendor Performance Policy.

#### **Anti-Corruption, Forced Labour and Sanctions**

- 14. The Contractor warrants that no bribe, gift or other inducement has been paid, promised or offered to any official or employee of ONTC, the Ministry of Transportation, the Government of Ontario or any other government official relating to ONTC entering into this Agreement with the Contractor.
- 15. The Contractor warrants that it will take reasonable steps to ensure that its officials and employees do not extort, accept or pay bribes or illicit payments, charge or accept fees that are not legally due or are in excess of those legally due, or unreasonably delay or obstruct the granting of permits, licences, or other such approvals in relation to the project. If the Contractor becomes aware of an actual or attempted bribe, extortion, delay or obstruction relating to this Agreement, the Contractor shall report the incident to ONTC immediately.

16. The Contractor warrants that it is unaware of any forced labour or child labour being used at any step of the production of goods produced, purchased or distributed by it in Canada or elsewhere or for the production of goods imported by the Contractor. The Contractor warrants that it has undertaken the appropriate due diligence to ensure its business and its supply chains do not use forced labour or child labour, including an assessment of its business and supply chains that may carry a risk of forced labour or child labour being used and the management of the risk. If applicable, the Contractor shall comply with the reporting requirements under the *Fighting Against Forced Labour and Child Labour in Supply Chains Act*, S.C. 2023 c.9.
17. In compliance with its international obligations or with United Nations obligations, Canada imposes restrictions on trade, financial transactions or other dealings with a foreign country or its nationals. These sanctions may be implemented by regulation under such acts as the *United Nations Act*, the *Special Economic Measures Act (SEMA)*, or the *Export and Import Permits Act*. The text of any such regulations is published in the Canada Gazette, Part II. It is the only text which is authoritative. The Contractor shall comply with any such regulations that are in force on the effective date of the Contract and will require such compliance by its first-tier subcontractors. ONTC relies on such undertaking from the Contractor to enter into this Contract, and any breach of such undertaking shall entitle ONTC to terminate this Contract for default and to recover damages from the Contractor, including excess re-procurement costs.

### **Communications**

18. ONTC or the Government of Ontario will lead and make any announcements relating to this Contract and the Work. The Contractor shall not make any announcement of any kind, including press releases, social media posts, public declarations, or any form of publication or announcement, in relation to this Contract or the Work unless prior written consent is given by ONTC. Should the Contractor be contacted by any media outlet or other person or entity wishing to make any form of publication or announcement, or seeking any information, in relation to this Contract or the Work, the Contractor shall provide no comment and shall immediately notify ONTC. The Contractor shall immediately notify the Owner if it becomes aware of any publication or announcement relating to the Contract or the Work

### **Time of the Essence**

19. The parties agree that time is of the essence in this agreement and that the Contractor must achieve Substantial Performance within the Contract Time, which deadline may only be amended by a fully executed Change Order, if any.
20. The Contractor acknowledges and agrees that if the Contractor fails to achieve Substantial Performance of the Work within the Contract Time for reasons other than Force Majeure or if the Work contains Defects that delay Substantial Performance, the Contractor shall pay to ONTC the costs incurred by ONTC as a result of the delay, including, without limitation, consequential, special, incidental, and indirect damages, costs and other expenses incurred or suffered by ONTC.



### **Contractor's Responsibilities**

21. The Contractor shall be solely responsible for the construction means, methods, techniques, sequences, and procedures with respect to the Work and shall direct and supervise the Work so as to ensure conformity with the Contract Documents.
22. The Contractor is solely responsible for the quality of the Work and shall undertake any quality control activities specified in the Contract Documents or, if none are specified, as may be reasonably required to ensure such quality.
23. The Contractor shall provide access to the Work that the Owner may reasonably require to verify the progress of the Work and their conformity to the requirements of the Contract Documents.
24. The Contractor shall furnish promptly to ONTC, on request, a copy of certificates, test reports and inspection reports relating to the Work.
25. The Contractor shall submit the proposed Construction Documents to ONTC to review in orderly sequence and sufficiently in advance so as to cause no delay. ONTC and the Contractor shall jointly prepare a schedule of the dates for submission and return of proposed Construction Documents. At a minimum, ONTC shall have not less than 10 days after each submission to review the Construction Documents and either approve or reject the Construction Documents. Any deficiencies in the Construction Documents shall be remedied by the Contractor promptly after notification by ONTC of the deficiency.
26. At the time of submission the Contractor shall advise ONTC in writing of any significant deviations in the proposed Construction Documents from the requirements of the Contract Documents. ONTC may or may not accept such deviations. Accepted deviations will be recorded in a Change Order.
27. The Contractor shall:
  - (a) promptly after signing the Agreement, prepare and submit to ONTC a Work schedule that indicates the timing of the major activities of the Work and provides sufficient detail of the critical events and their inter-relationship to demonstrate that the Work will be performed in conformity with the schedule; and
  - (b) monitor the progress of the Work relative to the schedule and update the schedule on a monthly basis or as stipulated by the Contract Documents.
28. The Contractor shall provide all necessary supervision and appoint a competent representative who shall be in attendance at the place of the Work while work is being performed. The appointed representative shall not be changed except for valid reason.

### **EXECUTION OF THE WORK**

29. The Contractor is solely responsible for the execution of the Work and shall perform the Work in accordance with the requirements of the Contract Documents. In particular, the Work to be performed by the Contractor includes:

- (a) scheduling the Work in accordance with the Contract Time and monitoring and reporting on the progress of the Work relative to the Contract Time and ensuring that each critical path activity or milestone is completed by the applicable dates in the Construction Schedule and in accordance with the Contract Time;
  - (b) coordinating and taking responsibility for the scheduling and supervising of Subcontractors;
  - (c) before the Work is commenced, ensuring that the Drawings and methods of working proposed or specified by the Contractor are provided to the ONTC Representative; and
  - (d) consulting with the ONTC Representative throughout the performance of the Work.
30. For greater certainty, the Contractor shall be the “importer of record” of and shall be responsible for all Taxes including import duties on all Materials, equipment, parts or any other items forming part of the Work.

### **Construction Schedule**

31. The Contractor shall prepare, and update as required or requested, a construction schedule, including identification of the critical path of the Work and the schedule of operations, indicating the proposed methods of construction and sequence of work and the times the Contractor proposes to complete the various items of work (*i.e.* milestones) within the Contract Time (the “**Construction Schedule**”). The Construction Schedule, if not submitted with the Contractor’s Submission, shall be submitted to the ONTC Representative within 10 Working Days from the date of the contract award.
32. The Contractor shall, during performance of the Work and in accordance with the controls and reporting requirements in the Contract Documents, provide for the ONTC Representative’s review and Acceptance progress reports updating the Construction Schedule, reporting on the progress achieved, percentage of completion, schedule status and financial status with areas of immediate concern highlighted. These updated Construction Schedules shall be provided at least every 30 days. If the Construction Schedule is affected by approved Changes, the Contractor shall submit an updated Construction Schedule, if requested by the ONTC Representative, within 7 Working Days of the request. This updated Construction Schedule shall show how the Contractor proposes to perform the balance of the Work and complete the Work within the Contract Time. ONTC may, at its sole discretion, not issue an order to commence work until the Construction Schedule has been received and Accepted.

### **Schedule Slippage**

33. If at any time it should reasonably appear to ONTC that the actual progress of the Work is behind schedule or is likely to become behind schedule and notice of such opinion is given to the Contractor or the Contractor has noticed slippage in the schedule, then the Contractor shall take appropriate steps to cause the actual progress of the Work to conform to the Construction Schedule and shall provide ONTC with an updated Construction Schedule showing how the Contractor proposes to perform the balance of the Work and complete the Work within the Contract Time.

### **Permits, Licenses, Approvals**

34. ONTC has Crown immunity from the *Building Code Act* and the *Planning Act* and will not be obtaining building permits or development approvals for the Work. The Contractor shall, at the Contractor's expense, obtain prior to commencement of the Work and maintain all permits, licenses, approvals, consents and other forms of authorizations necessary for the performance the Work and required in accordance with applicable laws.

### **Labour and Materials**

35. The Contractor shall provide and pay for labour, Materials, tools and Construction Equipment, transportation and other services necessary for the performance of the Work in accordance with the Contract Documents. The Contractor shall not be entitled to a change in the Contract Price due to any increase in the cost of labour, Materials, tools, Construction Equipment, utilities, transportation, or other facilities or services, whether or not the Contract Time is extended.
36. Unless otherwise specified in the Contract Documents, Materials provided shall be new. Substitutions for Materials which are specified by their proprietary names, part numbers, or catalogue numbers shall be of the same quality as the specified Materials and substituted Materials shall be Accepted by the ONTC Representative prior to their use. The Contractor shall use all Materials in strict accordance with the manufacturer's directions except when specified otherwise.
37. Unless otherwise specified, all materials existing at the Work Site at the time of commencement of the Work shall remain the property of the ONTC. All work and Materials delivered to the Work Site by the Contractor shall be the property of the ONTC. The Contractor shall remove all surplus or rejected Materials as its property when notified to do so by ONTC.

### **Documents at the Work Site**

38. The Contractor shall keep one copy of the current Contract Documents and Submittals, including Supplemental Instructions, contemplated Change Orders, Change Orders, Change Directives, reviewed Shop Drawings, As-Built Drawings and reports and records of meetings at the Work Site in good order and available to ONTC and the ONTC Representative.

### **Shop Drawings**

39. The Contractor shall provide Shop Drawings in the form directed by the ONTC Representative, as required in the Contract Documents and sufficiently in advance to ensure no delay in the Work.
40. The Contractor shall review all Shop Drawings before providing them to the ONTC Representative and shall confirm that review by stamp, date and signature of the person responsible for the review.
41. The review of the Shop Drawings by ONTC shall not relieve the Contractor of responsibility for errors or omissions in the Shop Drawings or for meeting all requirements of the Contract Documents.

42. Certain specifications require the Shop Drawings to bear the seal and signature of a professional engineer. Such professional engineer must be registered in the jurisdiction of the Work Site and shall have expertise in the area of practice reflected in the Shop Drawings.
43. Where ONTC has advised the Contractor, by notice in writing, that designs or Specifications fail to comply with ONTC's requirements, the Contractor shall ensure that the design documents or proposed Construction Documents are promptly corrected or altered, and shall promptly correct defective work that has been rejected by notice in writing by ONTC as failing to conform to the Contract Documents whether or not the defective work has been incorporated in the Work and whether or not the defect is the result of poor workmanship, design, use of defective products, or damage through carelessness or other act or omission of the Contractor.

#### **Effect of Review and Approval**

44. Notwithstanding any other provision of the Agreement, no direction, request, Acceptance or approval by ONTC, or anyone on its behalf, nor any failure of ONTC to do so, will lessen or relieve the Contractor from performing and fulfilling its obligations or satisfying any liability under the Agreement or be construed as an acceptance of all or part of the Work or as a Change Order.

#### **Cutting and Remedial Work**

45. The Contractor shall perform the cutting and remedial work required to make the affected parts of the Work come together properly. The Contractor shall co-ordinate the Work to ensure that the cutting and remedial work is kept to a minimum. Cutting and remedial work shall be performed by specialists familiar with the Materials affected and shall be performed in a manner to neither damage nor endanger the Work.

### **PAYMENT AND COMPLETION OF THE WORK**

#### **Contract Price**

46. ONTC shall, subject to any right of set-off or withholding by ONTC, pay the Contractor the Contract Price in accordance with the terms of the Contract Documents for the performance of the Work, subject to any Change Orders authorized by ONTC and the Contractor in writing. The Contract Price shall constitute the Contractor's sole and exclusive consideration for performance of the Work, and the Contractor shall not be entitled to receive any other monies or other consideration for the performance of the Work.

#### **Applications for Payment**

47. The Contractor shall submit an application for payment on account of the Contract Price plus HST by email to [pay.inv@ontarionorthland.ca](mailto:pay.inv@ontarionorthland.ca) and to the ONTC Representative monthly with all necessary backup and support requirements set out in the Contract Documents or reasonably identified by ONTC. All applications for payment must be sent to the ONTC Representative within 30 days after the end of each month unless otherwise agreed by the parties. If the Contractor fails to deliver its application for payment, at the interval prescribed in this section or agreed to by the parties, subject to written approval

by the ONTC Representative, the Contractor shall not be entitled to submit an application for payment until the next prescribed interval.

48. The Contractor shall submit to the ONTC Representative, at least 30 calendar days before delivering its first application for payment, a schedule of values for the parts of the Work, aggregating the total amount of the Contract Price, in a form acceptable to ONTC, to facilitate evaluation of each application for payment. When accepted by the ONTC Representative, the schedule of values shall be used as the basis for evaluating the Contractor's applications for payment.
49. Each application for payment delivered by the Contractor in accordance with sections 47 and 48 shall include all of the requirements for a Proper Invoice as set out in Schedule C.
50. ONTC may, prior to the time it is required to issue payment in respect of an application for payment, request any additional information or backup from the Contractor in respect of the application for payment.
51. The Contractor shall not claim for or be entitled to payment for the correction or re-performance of any Defective Work, including labour and time of any Contractor Parties for such correction or re-performance.
52. Notwithstanding any other provision of this Agreement, the Contractor shall not deliver an application for payment, for consideration as a Proper Invoice by ONTC, during the Restricted Period (Proper Invoice).

### **Progress Payments**

53. After receipt by the ONTC Representative of an application for payment submitted by the Contractor in accordance with sections 47 to 49:
  - (a) the ONTC Representative will assess whether all the criteria for a Proper Invoice are satisfied and, if not, the ONTC Representative will return the application for payment to the Contractor with the reasons why the application for payment is not a Proper Invoice,
  - (b) ONTC reserves the right, in its sole, absolute, and unfettered discretion to permit the Contractor to correct an error or minor irregularity in an application for payment submitted by the Contractor in accordance with sections 47 through 49, and to permit the Contractor to re-submit the application for payment before the next interval prescribed by section 47; however, ONTC shall be under no obligation to exercise this right and the date of resubmission of the application for payment shall be deemed to be the date of receipt by ONTC of the Proper Invoice, provided that the requirements of the Proper Invoice are then satisfied;
  - (c) within 14 calendar days of receipt of a Proper Invoice (or on the next Working Day if the 14<sup>th</sup> day is not a Working Day), in the event that ONTC disputes the amount claimed as payable in the Proper Invoice, ONTC shall deliver to the Contractor an executed Notice of Non-Payment (Form 1.1); and
  - (d) ONTC shall make payment to the Contractor, on account as provided in section 46, on the 28th calendar day after receipt of a Proper Invoice, unless such 28th calendar

day lands on a day that is other than a Working Day, in which case payment shall be made on the next Working Day after such 28th day.

54. Where ONTC has delivered a Notice of Non-Payment, as specified under section 53(c), ONTC and the Contractor shall first engage in good faith negotiations to resolve the dispute. If within 10 calendar days following the issuance of a Notice of Non-Payment, ONTC and the Contractor cannot resolve the dispute, either party may issue a notice of Adjudication pursuant to the *Construction Act*, in which case ONTC and the Contractor will agree to submit the dispute to Adjudication in accordance with the Dispute Resolutions provisions of this Agreement.
55. The amounts disputed and described under the Notice of Non-Payment shall be held by ONTC until all disputed amounts of the relevant Proper Invoice have been resolved pursuant to the Dispute Resolution provisions of this Agreement. Any portion of the Proper Invoice which is not the subject of the Notice of Non-Payment shall be payable within the period set out in section 53(d).
56. Without limitation, ONTC shall be entitled to deduct from or, set off against, any payment of the Contract Price and any other amounts payable by ONTC to the Contractor under the Contract Documents:
  - (a) any amount expended by ONTC in exercising ONTC's rights under the Contract Documents to perform any of the Contractor's obligations that the Contractor has failed to perform;
  - (b) any damages, costs or expenses (including, without limitation, reasonable legal fees and expenses) incurred by ONTC as a result of the failure of the Contractor to perform any of its obligations under the Contract Documents; and
  - (c) any other amount owing from the Contractor to ONTC under the Contract Documents.
57. The Contractor represents, warrants, and covenants to ONTC that it is familiar with its prompt payment and trust obligations under the *Construction Act* and will take all required steps and measures to ensure that it complies with the applicable prompt payment and trust provisions under the *Construction Act* including, without limitation, section 8.1 of the *Construction Act*. Evidence of the Contractor's compliance under this section will be made available to ONTC within 5 Working Days following receipt by the Contractor of a written notice making such request.

### **Final Completion**

58. ONTC will consider the Work is complete when, except for any obligations of the Contractor relating to the warranty, the Work has been fully completed in accordance with the Agreement, including all Defects remedied to meet the Standard of Care and the requirements of the Contract Documents and all obligations of the Contractor to Subcontractors and anyone else related to the Work are fully satisfied.
59. When the Work has, in the opinion of the Contractor reached final completion, the Contractor shall submit an application for final payment, including the following:
  - (a) the documents described in Schedule C;



- (b) a complete statement of accounts, including any Change Orders applicable to the Work;
  - (c) a complete statement of all money that the Contractor considers to be due from ONTC arising out of or in connection with the Work, the Contract Documents or any alleged breach of the Contract Documents, including details of how the amount claimed in the application for final payment is calculated; and
  - (d) confirmation that all Submittals and approvals of all Authorities Having Jurisdiction as required by the Contract Documents have been delivered to ONTC.
60. After receipt by the ONTC Representative of an application for final payment submitted by the Contractor in accordance with section 59:
- (a) the ONTC Representative will assess whether all of the criteria for a Proper Invoice are satisfied and, if not, within 2 Working Days of receipt, the ONTC Representative will return the application for payment to the Contractor with reasons setting out why the application for final payment is not a Proper Invoice;
  - (b) within 14 calendar days of receipt of the Proper Invoice (or on the next Working Day if the 14th day is not a Working Day), if ONTC disputes the amount claimed as payable in the Proper Invoice, ONTC shall deliver to the Contractor an executed Notice of Non-Payment (Form 1.1); and
  - (c) ONTC shall make payment to the Contractor as provided in section 46, on the 28th calendar day after receipt of a Proper Invoice, unless such 28th calendar day lands on a day that is other than a Working Day, in which case payment shall be made on the next Working Day after such 28th day.
61. Where ONTC has delivered a Notice of Non-Payment, as specified under section 60(b), ONTC and the Contractor shall first engage in good faith negotiations to resolve the dispute. If within 10 calendar days following the issuance of a Notice of Non-Payment, ONTC and Contractor cannot resolve the dispute, either party may issue a notice of Adjudication in a form prescribed under the *Construction Act*. ONTC and Contractor will then submit the dispute to Adjudication in accordance with the Dispute Resolution provisions of this Agreement.
62. The amounts disputed and described under the Notice of Non-Payment shall be held by ONTC until all disputed portions of the Proper Invoice for final payment have been resolved in accordance with the Dispute Resolution provisions of this Agreement. Any portion of the Proper Invoice which is not the subject of the Notice of Non-Payment shall be payable within the time period set out in section 60(c).

## **Taxes**

63. The Contractor shall be liable for the payment of any Taxes connected with the Work, except for taxes relating to ONTC's capital, operations or income. ONTC may deduct from or set-off against the whole or part of payments due to the Contractor any Taxes that ONTC is required to withhold or deduct by any governmental authority. Prior to payment being made to the Contractor, ONTC shall notify the Contractor of any required withholding or deduction.

## Payment on Account

64. A payment made pursuant to the Agreement does not prejudice the right of either party to dispute whether the paid amount is the amount properly due and payable nor does it conclusively constitute evidence of the value of the Work or whether the Work has been executed satisfactorily.

## Liens

65. The Contractor shall not permit a Subcontractor to assert any right to a construction, builder's, mechanic's or unpaid vendor's lien for unpaid work or supply of Materials (a "**lien**") or to issue a written notice of lien pursuant to the *Construction Act*.
66. The Contractor shall, at its cost, promptly discharge, release or vacate or obtain a withdrawal of any lien that is the subject of a claim for lien or a written notice of lien relating to the Work Site or any of ONTC's property or buildings by a Subcontractor. If such lien is not discharged or withdrawn within 7 calendar days of the service of the written notice of lien or of the registration of the claim for lien, then without prejudice to any other rights or remedies it may have, ONTC may take whatever steps it deems necessary and appropriate to discharge or obtain a withdrawal of the lien, including payment of any amount owing or claimed thereunder, and seek immediate recovery from the Contractor for the amount of any such payment and any associated costs, including legal costs, all of which shall be payable on demand.
67. Without limiting any of the foregoing, the Contractor shall satisfy all judgments and pay all costs resulting from any construction liens or any actions brought in connection with any liens, or in connection with any other claim or lawsuit brought against ONTC by any person that provided services or Materials to the Project which constituted part of the Work, and the Contractor shall indemnify ONTC for any and all costs (including, without limitation, legal fees on a solicitor and client basis) ONTC may incur in connection with such claims or actions.
68. In the event that a Subcontractor registers a claim for lien with respect to all or part of the Work Site or delivers a claim for lien or a written notice of lien to ONTC, ONTC shall have the right to withhold, in addition to the statutory holdback, the full amount of the claim for lien plus either: (a) \$250,000 if the claim for lien is in excess of \$1,000,000 or (b) 25% of the value of the claim for lien and to bring a motion to vacate the claim for lien and any associated certificate of action in respect of that claim for lien, in accordance with Section 44 of the *Construction Act*, by paying into court as security the amount withheld.
69. Section 20(1) of the *Construction Act* does not apply to this Agreement and no general lien arises under or in respect of the Work and liens shall arise and expire on a per property basis.

## Withholding from Payment

70. All or part of any payment under an application for payment may be withheld by ONTC or set-off against the payments owing to the Contractor for:
- (a) all amounts due from the Contractor to ONTC (including under any indemnity in this Agreement);



- (b) any amount that ONTC is required to withhold or deduct by the *Construction Act* or applicable laws;
  - (c) the amount of any liens for which ONTC has received a written notice of lien or a copy of a claim for lien relating to the Work; or
  - (d) Defective Work including non-compliance with health and safety rules and policies (until it has been re-performed or otherwise remedied to ONTC's satisfaction at the Contractor's sole expense).
71. If because of climatic or other conditions reasonably beyond the control of the Contractor, there are items of work that cannot be performed, payment in full for that portion of the Work which has been performed as certified by ONTC Representative shall not be withheld or delayed by ONTC on account thereof, but ONTC may withhold, until the remaining portion of the Work is finished, only such an amount that the ONTC Representative determines is sufficient and reasonable to cover the cost of performing such remaining work.
72. In the event of deficiencies or delays in the Work that the Contractor fails or refuses to address upon receiving notice of same in accordance with the requirements of the Contract Documents, then ONTC may, without limiting the remedies available to it under this Agreement and subject to ONTC's requirement to issue a Notice of Non-Payment under the *Construction Act*, retain and set off as against any payments that would otherwise be owing to the Contractor, the reasonable costs of rectifying such deficiencies or delays as determined by ONTC Representative.
73. In addition to any rights ONTC has pursuant to the *Construction Act* and subject to ONTC's requirement to issue a Notice of Non-Payment under the *Construction Act*, if a lien is registered or an action commenced against ONTC, ONTC shall have the right to withhold from any money otherwise due to the Contractor, the full amount claimed in the lien action plus an additional amount sufficient to satisfy all of ONTC's expenses relating to such lien action, including legal and consulting costs. These funds, less expenses incurred, shall be released to the Contractor upon the full discharge of all liens and dismissal of all actions against ONTC.

## CONTRACT ADMINISTRATION

### The ONTC Representative

74. ONTC shall appoint, and may replace, the ONTC Representative for the Project by written notice to the Contractor. The ONTC Representative will have the authority to act on behalf of ONTC for all matters arising under the Contract.
75. The ONTC Representative will visit the Work Site at intervals appropriate to the progress of the Work to become familiar with the progress and quality of the work and to determine if the Work is proceeding in general conformity with the Contract Documents.
76. Based on the ONTC Representative's observations and evaluation of the Contractor's applications for payment, within 7 calendar days of receipt of the Contractor's Proper Invoice, the ONTC Representative will determine the amounts owing to the Contractor under the Contract Documents and will recommend the applications for payment. If ONTC

determines that the amount payable to the Contract differs from the amount stated in a Proper Invoice, ONTC shall prepare the applicable Notice of Non-Payment for the amount in dispute.

77. If there is a dispute between ONTC and the Contractor regarding the performance of the Work or the interpretation of the Contract Documents, the parties shall resolve the Dispute in accordance with the Dispute Resolution provisions in this Agreement.
78. The ONTC Representative will have the authority to reject any portion of the Work (including any Materials) which in the ONTC Representative's opinion does not conform to the requirements of the Contract Documents. Whenever the ONTC Representative considers it necessary or advisable, the ONTC Representative will have authority to require inspection or testing of Work, whether or not such work is fabricated, installed or completed.

### **Review and Inspection of the Work**

79. ONTC shall have access to the Work at all times. The Contractor shall provide sufficient, safe and proper facilities at all times for the review of the Work by ONTC and the inspection of the Work by authorized agencies. If parts of the Work are in preparation at locations other than the Work Site, ONTC shall be given access to such Work whenever it is in progress upon reasonable notice and at its cost.
80. If any part of the Work is designated for tests, inspections or approvals in the Contract Documents or by the applicable laws, the Contractor shall give ONTC reasonable notification of when the part of the Work will be ready for review and inspection. The Contractor shall arrange for and shall give ONTC reasonable notification of the date and time of inspections by other authorities.
81. The Contractor shall furnish promptly to ONTC copies of any certificates and inspection reports relating to the Work.
82. If the Contractor covers, or permits to be covered, any part of the Work that has been designated for special tests, inspections or approvals before such special tests, inspections or approvals are made, given or completed, the Contractor shall, if so directed, uncover such Work, have the inspections or tests satisfactorily completed, and make good and cover such Work at the Contractor's sole expense.
83. ONTC may order any portion or portions of the Work to be examined to confirm that such Work is in accordance with the requirements of the Contract Documents. If the portion or portions of the Work are not in accordance with the requirements of the Contract Documents, the Contractor shall correct the Work and pay the cost of examination and correction. If such Work is in accordance with the requirements of the Contract Documents, ONTC shall pay the cost of examination.
84. The Contractor shall pay the cost of making any test or inspection, including the cost of samples required for such test or inspection, if such test or inspection is required in the Contract Documents or by applicable laws to be performed by the Contractor.

## **Defective Work**

85. The Contractor shall promptly correct Defective Work that has been rejected by ONTC as failing to conform to the Contract Documents whether or not the Defective Work has been incorporated in the Work and whether or not the Defect is the result of poor design, poor workmanship, use of defective Materials or damage through carelessness or other act or omission of the Contractor.
86. If in the opinion of ONTC it is not expedient to correct Defective Work or Work not performed as provided in the Contract Documents, ONTC may deduct from the amount otherwise due to the Contractor the difference in value between the work as performed and that called for by the Contract Documents. If ONTC and the Contractor do not agree on the difference in value, the matter shall be handled as a dispute in accordance with the Dispute Resolution provisions of this Agreement.

## **EMPLOYEES AND SUBCONTRACTORS**

### **Contractor Parties**

87. The Contractor shall assign to the Work only competent, appropriately qualified, experienced and skilled Contractor Parties to perform the Work and ensure that the Work is performed under the supervision of appropriately qualified and experienced personnel.
88. All parts of the Work required by applicable laws to be performed by licensed or registered professional engineers or architects shall be performed by licensed or registered professional engineers and architects. All Submittals must, to the extent required by the applicable laws, be reviewed by professional engineers registered to practice professional engineering in the jurisdiction in which the Work Site is located and bear such engineer's signature and stamp.
89. The Contractor shall be solely liable to pay all salaries, wages, overtime, bonuses, allowances, profit sharing, pensions, and other remuneration of the Contractor Parties, including payment of costs related to employee benefits, and for the deduction and remittance of all applicable employment-related taxes, premiums, dues and other burdens to the appropriate governmental authorities. The Contractor shall not be entitled to claim, nor shall ONTC be obliged to pay or reimburse the Contractor, for any monies whatsoever in respect of or in connection with any such payments, save and except where expressly included in the Contract Price.
90. The Contractor shall ensure the Contractor Parties, while working on ONTC's property, are aware of and comply with applicable laws, ONTC's policies, including its Drug and Alcohol Policy, and the Ontario Northland Operating Manual, including the Current Summary Bulletin, the current Ontario Northland Timetable, C.R.O.R. 2015, Infrastructure Special Instructions, Dangerous Goods and Ontario Northland General Operating Instructions, as applicable.

### **Subcontracting**

91. The Contractor shall not enter into a subcontract for any part of the Work except as disclosed in any quote or response of the Contractor to an ONTC procurement document or, in any other case, without the prior written approval of ONTC. The Contractor shall

provide to ONTC as part of the Contractor's request for approval, a description of that part of the Work to be subcontracted and the name and address of the proposed Subcontractor, and such other information as ONTC may request.

92. The Contractor shall not change Subcontractors without the prior written approval of ONTC, which approval will not be unreasonably withheld.
93. The Contractor shall ensure that any subcontract with the Subcontractor:
  - (a) enables the Contractor to terminate the subcontract for convenience and without cause and without creating any liability to ONTC except as provided in section 166;
  - (b) contains a term that ensures that ONTC obtains the benefit of any warranties to be provided by the Subcontractor to the Contractor;
  - (c) incorporates the relevant terms and conditions of the Contract Documents into the subcontract, including the requirement for insurance, with the Contractor and ONTC as a named insured; and
  - (d) requires the Subcontractor to perform their Work in accordance with the Contract Documents.
94. The Contractor shall be responsible to ONTC for the performance of all Subcontractors' Work. The Contractor is responsible for the acts, omissions and defaults of the Subcontractor and the employees, consultants, representatives and agents of the Subcontractor as if they were acts, omissions or defaults of the Contractor.
95. Nothing in the Contract Documents creates any contractual relationship between ONTC and any Subcontractor, except to the extent that Subcontractor warranties shall be directly enforceable by ONTC.

#### **CHANGES IN THE WORK**

96. ONTC may at any time make any change in, addition to, or deletion from the Work or the Contract Time by issuing a Change Order or Change Directive.
97. The Contractor shall not perform a change in the Work without a Change Order authorized by both parties or a Change Directive. This requirement is of the essence and it is the express intention of the parties that any claims by the Contractor for a change in the Contract Price and/or Contract Time shall not be approved unless there has been compliance with the provisions of this Part. No course of conduct or dealing between the parties, no express or implied acceptance of alterations or additions to the Work and no claims that ONTC has been unjustly enriched by an alteration or addition to the Work, whether in fact there is any such unjust enrichment or not, should be the basis for a claim for additional payment under this Agreement or a claim for any extension of the Contract Time.
98. When a change in the work is proposed or requested, the Contractor shall present to ONTC for its acceptance a description of the change in the work and the Contractor's claim for an adjustment in the Contract Price and/or Contract Time, supported by appropriate documentation, all in a form acceptable to ONTC. If approved by ONTC, a

Change Order shall be issued to the Contractor, amending the Contract Price and/or Contract Time, as appropriate.

99. If ONTC requires the Contractor to proceed with a change prior to ONTC and the Contractor agreeing on a Change Order, ONTC shall issue a Change Directive to the Contractor authorizing the change and the Contractor shall proceed with implementation and performance of the change. If at any time after the commencement of the change directed by a Change Directive, ONTC and the Contractor reach agreement with respect to the change, this agreement shall be recorded in a Change Order signed by both the Contractor and ONTC and such Change Order shall supersede the Change Directive.
100. If ONTC and the Contractor do not agree on the proposed adjustment in the Contract Price and/or the Contract Time attributable to the change in the Work, or the method of determining it, the adjustment shall be referred to the dispute resolution process for determination.
101. If, subsequent to the time of deadline for submission of responses for the procurement, changes are made to applicable laws, ordinances, rules, regulations or codes of authorities having jurisdiction, which changes were not, or could not have reasonably been known to ONTC or the Contractor, as applicable, at the time of the deadline for submission of responses to the procurement and which changes did not arise as a result of a public emergency or other Force Majeure event, which affect the cost of the Work, either party may submit a claim for a change in the Contract Price.

#### **Delay**

102. If the Contractor is delayed in the performance of the Work by an act or omission of ONTC contrary to the provisions of the Contract Documents, then the Contract Time shall be extended for such reasonable time as ONTC determines. The Contractor shall be reimbursed by ONTC for the reasonable direct costs directly flowing from the delay but excluding any indirect, consequential or special damages.
103. If the Contractor is delayed in the performance of the Work by a stop work order issued by a court or other public authority on account of a breach, violation, contravention, or a failure to abide by any laws, ordinances, rules, regulations, or codes or the advice, recommendations and instructions of public health officials directly by ONTC or ONTC's other contractor(s) and relating to the Work or the Work Site and providing that such order was not issued as the result of an act or fault of the Contractor or any person employed or engaged by the Contractor directly or indirectly, then the Contract Time shall be extended for such reasonable time as the ONTC determines in consultation with the Contractor. The Contractor shall be reimbursed by ONTC for the reasonable direct costs directly flowing from the delay but excluding any indirect, consequential, or special damages.
104. If the performance of the Work or the performance of any other obligation(s) of a party to this contract is delayed by Force Majeure, then the Contract Time shall be extended for such reasonable time as ONTC and the Contractor shall agree. The extension of time shall not be less than the time lost as a result of the event causing the delay, unless the Contractor and ONTC agree to a shorter extension. Neither party shall be entitled to payment for its costs incurred by such delays. Upon reaching agreement on the extension of the Contract Time attributable to the Force Majeure event, ONTC and the Contractor

shall execute a Change Order indicating the length of the extension to the Contract Time and confirming that there are no costs payable by either party to the other for the extension of Contract Time.

105. Notwithstanding the foregoing, ONTC may issue a Change Directive requiring the Contractor to undertake those specific actions identified in the Change Directive as the Contractor can reasonably and safely initiate to remove or relieve either the Force Majeure or its direct or indirect effects on the Project, in which case the Contract Price will be adjusted in accordance with Change Directive provisions of this Agreement. If the Contractor fails within the time period specified in the Change Directive to take such action, then ONTC may, at its sole and absolute discretion and after it has given written notice to the Contractor, take some or all of such actions to partially or wholly remove or relieve such Force Majeure or its direct or indirect effects, and thereafter require the Contractor to resume the performance of the Work.
106. If the Contractor gives notice of a Force Majeure and the non-performance of any obligation affected by such Force Majeure continues for a period longer than 30 days, ONTC may terminate the Agreement by notice in writing to the Contractor. ONTC shall pay the Contractor for the Work performed to the date of termination.
107. No extension of the Contract Time will be approved unless the Contractor notifies ONTC in writing within 3 Working Days of becoming aware of (or when it ought reasonably to have been aware of) or being notified of any potential delay contemplated in sections 102, 103, or 104. For the written notice to be valid under this section it must include specific details about:
  - (a) the cause of the delay;
  - (b) the likely impact the delay will have on the Contract Time and details of the extension of time being requested;
  - (c) the likely effect the delay will have on payment; and
  - (d) mitigation efforts, if any, undertaken by the Contractor or, where no mitigation efforts have been undertaken by the Contractor, the reasons why mitigation is either not possible or has not been undertaken by the Contractor.
108. If the Contractor is delayed in the performance of the Work and such delay is for a cause within the Contractor's control, or due to the replacement of a Contractor Party, the Contractor shall pay to ONTC the per diem rate for liquidated damages specified in the Contract Documents for each day of delay. If the per diem rate for liquidated damages is not specified in the Contract Documents, the Contractor shall pay to ONTC the direct and indirect costs incurred by ONTC as a result of the delay.

## **WORK SITE**

### **Access to Work Site**

109. ONTC shall give the Contractor non-exclusive access to the Work Site to enable the Contractor to carry out its obligations under the Contract Documents, subject to the restrictions set out in the Contract Documents.



## **Concealed or Unknown Conditions**

110. The Contractor represents to ONTC that, prior to submitting its proposal in the response to the procurement for the Project, it had the opportunity to carefully investigate the Work Site and examined all reasonably available information relevant to the risks, contingencies and other circumstances having an effect on the Work, the Construction Schedule, the Contract Time or the Contract Price, and applied to that investigation the degree of care and skill described in the Standard of Care. The Contractor is not entitled to compensation or to an extension of the Contract Time for conditions which could reasonably have been ascertained by the Contractor by such careful investigation undertaken prior to the submission of its response.
111. If ONTC or the Contractor discover conditions, including mould or Environmental Contaminants, at the Work Site which are:
- (a) subsurface or otherwise concealed physical conditions which existed before the commencement of the Work which differ materially from those indicated in the Contract Documents; or
  - (b) physical conditions, other than conditions due to weather, that are of a nature which differ materially from those ordinarily found to exist for such Work,
- then the party that discovers such conditions shall give notice to the other party of such conditions before they are disturbed and in no event later than 5 Working Days after first discovering the conditions. The ONTC Representative will investigate the conditions and determine if the conditions differ materially and, if so, will issue a change order for the changes in the Contract Time and/or the Contract Price to complete the Work.
112. The Contractor acknowledges that the Designated Substance Survey, if any, was provided to the Contractor by ONTC for information purposes only prior to submission of the Contractor's proposal. The Contractor shall have no remedy against the author of the reports for any damages suffered by it as a result of decisions made or actions taken by the Contractor based on the report.
113. The Contractor confirms that it has conducted its own investigation of the Work Site and satisfied itself of the exact quantities and conditions of the Environmental Contaminants at the Work Site and included in the Contract Price the cost of all the work procedures and practices needed to comply with the applicable federal and provincial laws.
114. The Contractor acknowledges that it has received the Impact Assessment Reports, if any, for the Project that are described in the procurement documents and that it has considered the mitigation measures described in the Impact Assessment Reports in the Contract Price. If the Impact Assessment Reports are not completed prior to the closing of the procurement, any adjustments required to the Contract Price based on the Impact Assessments shall be determined through a Change Order.

## **Cleanup**

115. The Contractor shall maintain the Work Site in a safe and tidy condition and free from the accumulation of waste Materials and debris, other than that caused by ONTC or other contractors.
116. Prior to commencing the Work, the Contractor shall provide to ONTC for approval a waste management plan, and a waste reduction plan if required by Environmental Laws, for the waste products, debris and any excess soils generated by the Work, which plan shall comply with all Environmental Laws and the Specifications. The costs of disposing of all waste products and debris, including products and debris containing Environmental Contaminants, and excess soil resulting from the Work is included in the Contract Price.
117. Prior to submitting notice for Substantial Performance of the Work, the Contractor shall remove waste Materials and debris, other than that resulting from the work of ONTC or other contractors. The Contractor shall remove Materials, tools, Construction Equipment, and temporary work not required for the performance of the remaining Work.
118. Prior to submitting the application for final payment, the Contractor shall remove from the Work Site the remaining Materials, tools, Construction Equipment, Temporary Work and waste Materials and debris, except those resulting from the work of ONTC or other contractors.
119. The Contractor shall comply with all Environmental Laws in disposing of the waste products, debris and excess soil resulting from the Work. The Contractor shall assume all liability and responsibility for any waste products, debris and excess soil, including any such materials containing Environmental Contaminants, which are removed from the Place of the Work by the Contractor and during the transportation of the waste products, debris and excess soils to the appropriate waste disposal site. The Contractor shall submit landfill weigh bills from a waste disposal site as proof that all waste has been disposed of at a certified waste disposal site.

## **Utilities**

120. The Contractor shall determine the location of all underground utilities and structures indicated in the Contract Documents or that are discoverable by inspection using the degree of care and skills described in the Standard of Care.

## **Damage to the Work Site**

121. The Contractor shall be responsible for the remediation, at its expense, of any damage, including by Environmental Contaminants or mould, to the Work Site, the Work, ONTC's property or third parties' property caused by the Contractor in the performance of the Work.

## **Environmental Liability**

122. The Contractor shall comply with all applicable laws, including Environmental Laws, in the provision of the Work. If the Contractor fails to comply with Environmental Laws relating to the performance of the Work, the Contractor shall be solely responsible for and shall indemnify and hold harmless ONTC from, all costs, claims, fines, fees or other expenses arising from such failure to comply.



123. The Contractor shall not cause or permit any Environmental Contaminants to be located, disposed of, released, discharged or incorporated in, on or under any part of ONTC's land except as required to perform the Work. The Contractor shall remove from ONTC's land, immediately upon demand, at its cost, any Environmental Contaminants introduced thereto by the Contractor that are not required to provide the Work.
124. The Contractor shall have no responsibility for Environmental Contaminants existing in ONTC's land prior to the Contractor performing the Work and entering upon ONTC's land unless the Contractor causes the release or migration of the Environmental Contaminants while performing the Work.
125. As of the date for the commencement of the Work, the Contractor shall be responsible for taking all reasonable steps to ensure that no person's exposure to the Environmental Contaminants or any other toxic or hazardous substances discovered after the commencement of the Work, exceeds the time weighted levels prescribed by the *Occupational Health and Safety Act* (Ontario) at the Work Site and that no property is damaged or destroyed as the result of exposure to, or the presence of the Environmental Contaminants or any other toxic or hazardous substances discovered after the commencement of the Work.
126. The Contractor shall be responsible for taking all necessary steps, in accordance with applicable law to dispose of, store or otherwise render harmless the Environmental Contaminants.
127. Notwithstanding any provision of law to the contrary, any Environmental Contaminants placed or permitted on or under ONTC's land by the Contractor shall remain the property of the Contractor.

#### **Environmental Protection for Construction In and Around Waterbodies**

128. The Contractor shall comply with the environmental protection requirements and mitigation measures that apply to construction involving work in and around waterbodies and on waterbody banks as set out in OPSS.PROV 182.
129. Pursuant to section 38(4) of the *Fisheries Act*, the Contractor has an obligation to notify the Department of Fisheries & Oceans ("**DFO**") when the Work results in the unauthorized death of fish or a harmful alteration, disruption or destruction ("**HADD**") of fish habitat or where there is imminent danger that the death of fish or HADD of fish habitat could occur. The Contractor shall also notify ONTC of any such incidents. Failure to notify DFO of such incidents is a federal offence.
130. In accordance with the *Fisheries Act*, notification must be made without delay to DFO after the Contractor ensures the immediate health and safety risks are managed at the Work Site. Updates to DFO may be provided at a later time, if required.
131. All spills and sediment releases into a waterbody during the Work must be immediately reported by the Contractor to ONTC who must report the release to the Spills Action Centre ("**SAC**") operated by the Ministry of Environment, Conservation and Parks ("**MECP**") at 800-288- 6060. If the ONTC Representative is not available, the Contractor shall report the incident to SAC. The Contractor shall take all reasonable measures to

mitigate or remedy any adverse effects that result from the occurrence or might reasonably be expected to result from it.

### **Environmental Spills and Releases**

132. All spills and releases of Environmental Contaminants in the course of the Work must be immediately reported by the Contractor to ONTC who will report the spill or release to the MOECP SAC. If the ONTC Representative is not available, the Contractor shall report the incident to the MOECP SAC and the ONTC RTC at 800-558-4129 or X 141.
133. The Contractor shall take immediate steps to mitigate the damage to the environment and contain the spill or release. If the Contractor does not take timely action or, if the Contractor is not available, ONTC may direct others to remedy the situation.
134. If the spill or release was the fault of the Contractor, the remedial work shall be completed at the cost of the Contractor and with no additional cost to ONTC and ONTC shall be entitled to seek reimbursements for all costs associated with the remedial work including the cost of work done by third parties.
135. If the spill or release was not the fault of the Contractor, ONTC shall pay for the remedial work.

### **Impact Assessments**

136. The Contractor shall be responsible for:
  - (a) ensuring that any potential impacts and areas of concern identified in the Contract Documents or Impact Assessment Reports, if provided, are mitigated during the Work; and
  - (b) identifying any previously unknown impacts relating to fish, navigable waters, species at risk, vegetation, wildlife, socio-economic and heritage that arise prior to commencing the Work and during the Work.
137. If the Contractor or ONTC observes or reasonably suspects the presence of any impacts described above that are not mentioned or accounted for in the Contract Documents or Impact Assessment Reports, if any, and related mitigation plans,
  - (a) the observing party shall immediately report the circumstances to the other party;
  - (b) the Contractor shall immediately take reasonable steps, including stopping the Work if necessary, to ensure that any potential impacts are mitigated; and
  - (c) if ONTC and the Contractor do not agree on the existence, significance or mitigation measures for the impact, ONTC shall retain and pay for an independent qualified expert to investigate and determine the issue and the parties will enter into a Change Order if the mitigation measures will cause an increase or decrease in the Contractor's cost or time to perform the Work.
138. If the Contractor fails to comply with the requirements in section 137, the Contractor shall:

- (a) be responsible for all costs incurred by ONTC or the Contractor to mitigate the damage caused due to the failure;
- (b) not be entitled to request a Change Order relating to the failure to comply; and
- (c) indemnify ONTC and hold it harmless from any claims, damages, costs, fines or other expenses, including reasonable legal fees and expenses, relating to or arising from the Contractor's failure to comply with section 137.

## **SUBMITTALS AND INTELLECTUAL PROPERTY**

### **Submittals**

139. All Submittals shall be the sole and absolute property of ONTC as and when created. The Contractor shall provide the Submittals in the form required by ONTC.

### **Contractor's Background IP**

140. ONTC acknowledges that the Contractor remains the owner of all Intellectual Property Rights owned by or licensed to the Contractor prior to and after the date of this Agreement, other than any Intellectual Property Rights arising from the Work ("**Contractor Background IP**").
141. The Contractor grants to ONTC a fully paid, non-exclusive, worldwide, transferable (with the right to assign and sub-license), royalty free, irrevocable, perpetual licence of the Contractor's Background IP to use, make, have made, import and export any of the Contractor's Background IP to the extent necessary for ONTC to fully enjoy the Submittals for the Project, including for the purposes of repairing, maintaining or servicing (including the supply of replacement parts), or alterations, additions or expansions to the Work or the Work Site.
142. ONTC may sub-licence the Contractor's Background IP to any person for the purposes of providing services to, or performing work for, ONTC.

### **Work IP**

143. All Intellectual Property Rights (including the Submittals) arising from and relating to the Work (the "**Work IP**"), from its creation, vests in ONTC and is the sole and absolute property of ONTC as and when created. The Contractor assigns all of its Intellectual Property Rights and waives all moral rights, and shall require Subcontractors to assign their Intellectual Property Rights and waive their moral rights, in and to the Work IP, if any, to ONTC.
144. The Contractor shall maintain the Work IP in confidence unless otherwise agreed in writing by ONTC.

## **CONFIDENTIAL INFORMATION**

### **Non-Disclosure and Restricted Use**

145. Except as otherwise permitted in the Contract Documents, the Contractor shall keep in confidence, any Confidential Information that it now has or that may come into its possession in the course of the Agreement, including information marked "Confidential", and shall not, without ONTC's prior written consent, disclose the Confidential Information in any manner whatsoever, in whole or in part, and shall not use the Confidential Information for any purpose other than in connection with the Project. The Contractor may reveal or permit access to the Confidential Information only to Contractor Parties who need to know the Confidential Information, who must be advised of the confidential nature of the Confidential Information, who are directed by the Contractor to hold the Confidential Information in confidence and who agree to be bound by and to act in accordance with the terms and conditions of the Agreement. The Contractor shall take all necessary precautions or measures to prevent improper access to, or use or disclosure of, the Confidential Information by such parties and agrees to be jointly and severally responsible for any breach of the Agreement by any Contractor Parties.
146. The Contractor acknowledges that ONTC is subject to the provisions of the *Freedom of Information and Protection of Privacy Act* as amended from time to time.

### **CONFLICT OF INTEREST**

147. The Contractor, all of the Subcontractors, and any of their respective advisors, partners, directors, officers, employees, agents, and volunteers shall not engage in any activity or provide any services where such activity or the provision of such services creates a Conflict of Interest (actually or potentially, in the sole opinion of ONTC) with the provision of the Work pursuant to the Contract.
148. The Contractor shall disclose to ONTC, in writing, without delay, any actual or potential situation that may be reasonably interpreted as either a Conflict of Interest or a potential Conflict of Interest, including the retention of any Subcontractor or Supplier that is directly or indirectly affiliated with or related to the Contractor.

### **AUDITS**

149. ONTC has the right to audit all financial and related records associated with the terms of the Agreement and the Contract Documents, including Submittals, timesheets, reimbursable out of pocket expenses, materials, goods and Construction Equipment claimed by the Contractor.
150. The Contractor shall at all times during the term of the Agreement and for a period of 6 years after the expiration or termination of the Agreement, keep and maintain records of the Work performed pursuant to the Agreement. The Contractor shall at its own expense make such records available for inspection and audit by ONTC at all reasonable times and without prior notice.

## TITLE, RISK AND INSURANCE

### Title and Risk

151. Title to all Work, including the Submittals and other items supplied by the Contractor or its Subcontractors, completed or in the course of completion and all Materials for this Project, except Construction Equipment shall become the property of ONTC upon the earlier of payment by ONTC on account for such item or delivery to the Work Site. Notwithstanding the foregoing, until final completion of the Work and ONTC taking possession and control of the Work, the Contractor shall retain all risk with respect to and be responsible for: (a) all items supplied by ONTC, the Contractor or its Subcontractors that are to be incorporated into the Work or used in performing the Work; and (b) any Work completed or in progress.

### Insurance

152. The Contractor shall obtain, and for as long as this agreement is in effect, maintain, pay for and, upon request by ONTC from time to time, provide evidence, satisfactory to ONTC, of the following insurance coverages, all taken out with insurers licensed to transact insurance business in Ontario and satisfactory to ONTC:

(a) Commercial General Liability Insurance:

- (i) with no limitations on or exclusions from coverage arising from working on or around railway property;
- (ii) including "Ontario Northland Transportation Commission" as an additional insured;
- (iii) to a limit of not less than five million dollars (\$5,000,000) inclusive per occurrence;
- (iv) including bodily injury, personal injury, death, damage to property, including loss of use thereof and product liability;
- (v) without any restriction related to working on or near railway property;
- (vi) including coverage for environmental liability;
- (vii) in a form satisfactory to ONTC; and
- (viii) endorsed to endeavour to provide ONTC with not less than thirty (30) days' notice, in advance, of any cancellation, change or amendment restricting coverage.

(b) Automobile Liability Insurance:

- (i) in respect of licensed vehicles,
- (ii) to a limit of not less than two million dollars (\$2,000,000) inclusive per occurrence,

- (iii) including bodily injury, death and damage to property,
    - (iv) endorsed to endeavour to provide ONTC with not less than thirty (30) days' notice, in advance, of any cancellation, change or amendment restricting coverage, and
    - (v) in the following forms: standard owner's form automobile policy providing third party liability and accident benefits insurance and covering licensed vehicles owned or operated by or on behalf of the Contractor, and standard non-owned automobile form policy including standard contractual liability endorsement.
  - (c) Pollution Liability Insurance:
    - (i) with coverage for damages to ONTC's property and adjacent land and watercourse due to a contravention of Environmental Laws or the *Fisheries Act*;
    - (ii) to a limit of not less than five million dollars (\$5,000,000) inclusive per occurrence; and
    - (iii) endorsed to endeavour to provide ONTC with not less than thirty (30) days' notice, in advance, of any cancellation, change or amendment restricting coverage.
153. If any of the Contractor's insurance policies expire during the term of this agreement, the Contractor shall renew or replace them and, within sixty (60) days after such expiry, provide to ONTC certificates of the renewed/replaced insurance.
154. The Contractor shall ensure that all the insurance is primary and does not call into contribution any other insurance coverage available to ONTC. The Contractor shall not do or omit to do anything which would impair or invalidate the insurance policies.
155. If the Contractor fails to take out or maintain the above-described insurance, ONTC may, in its discretion, terminate this agreement immediately or take over and maintain such insurance, whereupon the Contractor shall immediately pay to ONTC any premium paid by ONTC for such insurance.

### **Workers' Compensation**

156. The Contractor shall ensure all its and its Subcontractors' employees, consultants, representatives and agents and visitors attending at the Work Site, or any of them who perform Work but do not attend at the Work Site, are registered for workers' compensation coverage.
157. The Contractor shall provide to ONTC a current certificate under the WSIA confirming that the Contractor has complied with its obligations under the WSIA and whenever a certificate has expired and been replaced with a new, current, certificate, the new certificate shall be provided to ONTC.

## WARRANTY

158. The Contractor warrants the work free from Defect for a warranty period of two years from the date of Substantial Performance of the Work or, if Substantial Performance of the Work was not certified, two years from the date of final completion of the Work (the "**Warranty Period**").
159. ONTC shall promptly give the Contractor notice of observed Defects which arise during the Warranty Period. Following the receipt of the notice, the Contractor shall remedy, at the Contractor's expense, the Defects in the Work within 10 Working Days of receipt of the notice, or such other period directed by ONTC, acting reasonably (the "**Remediation Period**"). The Contractor shall correct or pay for damage resulting from such remediation.
160. If the Contractor fails to remedy a Defect within the Remediation Period, ONTC may upon written notice to the Contractor, in its sole discretion, either proceed to remedy the Defect itself or contract a third party to remedy the Defect (including redesign costs, reconstruction costs and costs related to damages arising from such Defect). ONTC shall be entitled to recover from the Contractor the costs thereof or may deduct the money from any monies due or that become due to the Contractor, including any Warranty Holdback.
161. The Contractor further warrants any and all remedial work it performs for a further period of two years from completion of the remedial work.
162. ONTC may hold back, on each application for payment, advance payment or progress draw, 2.5% of the total amount payable under each such application for payment, advance payment or progress draw as security for the Contractor's performance of its warranty obligations (the "**Warranty Holdback**"). In the event the Contractor fails to correct a Defect during the warranty period within the required time and/or fails to pay for the redesign, reconstruction and other costs related to damages arising from a Defect, ONTC shall have the right to use the Warranty Holdback money, or such part of it still being held by ONTC, to pay for the costs of remedying the Defect and any redesign, reconstruction or other costs relating to the Defect. If the costs are greater than the amount of the Warranty Holdback, the Contractor shall pay the additional costs upon receipt of an invoice from ONTC. The Contractor shall have the right to invoice ONTC for the balance of the Warranty Holdback at the end of the warranty period or extended warranty period.
163. Acceptance of the Work by ONTC shall not relieve the Contractor from any responsibility for Defects.
164. The Contractor shall assign to ONTC all warranties, guarantees or other obligations for Work, services or Materials performed or supplied by any Subcontractor, supplier or other person in connection with the Work and such assignment shall be with the consent of the assigning party where required by law or by the terms of that party's agreement. Such assignment shall be in addition to, and shall in no way limit, the warranty rights of ONTC under the Contract Documents.

## SUSPENSION AND TERMINATION

### Suspension

165. ONTC may suspend the Work at any time and for any reason upon providing notice to the Contractor and such notice shall have immediate effect, unless stated otherwise. At the



end of the suspension period, ONTC and the Contractor may negotiate in good faith any adjustments to the Contract Price, the Contract Time or the Construction Schedule to account for the time in which the Work was suspended. The Contractor shall not be entitled to any adjustment where the suspension was a result of any act or omission of the Contractor.

### **Termination for Convenience**

166. ONTC may terminate this Contract at any time for any or no reason. Such termination shall be effective upon the date specified in ONTC's Notice in writing advising of the termination of the Contract pursuant to this section. In such event, ONTC shall pay for the actual and verifiable Work performed up to the effective date of termination, including demobilization costs, and for such additional costs, if any, directly flowing from and which are a reasonable consequence of the termination, but excluding any consequential, indirect or special damages, termination fees, penalties or levies, and any claims for loss of profit, lost deposits, or lost opportunity. ONTC shall not be liable to the Contractor for any other claims, costs or damages whatsoever arising from such termination of the Contract. Within 3 Working Days of receiving the Notice of termination by ONTC, the Contractor shall deliver a Notice in writing to each of its Subcontractors confirming the effective date of the termination.

### **Contractor Default**

167. The Contractor is in default under the Contract Documents if any of the following occurs:
- (a) the Contractor becomes insolvent or makes a general assignment for the benefit of its creditors, enters into a plan of arrangement for the benefit of its creditors or otherwise acknowledges its insolvency or if a bankruptcy or receiving order is filed or made against it;
  - (b) the Contractor commits a breach of the health and safety plan applicable to the Work Site;
  - (c) the Contractor abandons the Work for a period which exceeds 7 days from receipt by the Contractor of a written request from ONTC to return to the Work Site;
  - (d) the Contractor assigns the Contract Documents or any right or obligation under the Contract Documents or subcontracts the Work without the prior written consent of ONTC; or
  - (e) the Contractor commits a breach of any of the terms of the Contract Documents (other than a breach already referred to in this section), and upon receiving notice of such breach from ONTC, the Contractor fails to remedy such breach within 7 days after receipt of notice from ONTC of the breach.

If the Contractor is in default, ONTC shall be entitled to immediately terminate this Agreement upon providing notice to the Contractor and/or to exercise any one of its rights in section 168.



### **Remedies of ONTC for Default**

168. Upon the occurrence of a Contractor default, provided ONTC has given the Contractor notice, ONTC may, without prejudice to any of its other rights and remedies, do any or all of the following in its sole discretion:
- (a) terminate the Agreement in its entirety by written notice having immediate effect and within 5 Working Days publish a notice of termination (Form 8) in accordance with the *Construction Act*;
  - (b) take any action ONTC considers appropriate to rectify or attempt to rectify the Contractor's default but shall not be obligated to do so and all costs and expenses incurred by ONTC in rectifying or attempting to rectify the Contractor's default, together with interest thereon, shall be payable by the Contractor on demand. Such action by ONTC shall not be deemed a termination;
  - (c) take possession of all goods and the Contractor's Construction Equipment, Materials and plant and shall have the right to use the same to complete, or arrange to have completed, the Work;
  - (d) withhold all further payments to the Contractor, subject to ONTC's rights of set off, and use any amounts withheld for any purpose to advance the Project, and upon final completion, recover from the Contractor any liability incurred or suffered by ONTC as a result of, or arising out of, or in any way in connection with, the Contractor default;
  - (e) make a claim against any applicable contract security required to be provided by the Contractor; and
  - (f) recover all legal costs and expenses on a full indemnity basis that were incurred by ONTC associated with the termination.

### **ONTC Default**

169. ONTC shall be in default under the Contract Documents if any of the following occur:
- (a) ONTC becomes insolvent or makes a general assignment for the benefit of its creditors, enters into a plan of arrangement for the benefit of its creditors or otherwise acknowledges its insolvency or if a bankruptcy or receiving order is filed or made against it upon which time the Contractor may, without prejudice to any other right or remedy the Contractor may have, terminate the Agreement by giving ONTC or receiver or trustee in bankruptcy written notice to that effect and within 5 Working Days publish a notice of termination (Form 8) in accordance with the *Construction Act*; or
  - (b) ONTC fails to make an undisputed payment that is due and payable within the payment period in accordance with the Contract Documents and upon receiving notice of such breach from the Contractor, ONTC failing to remedy such breach within 20 Working Days of notice of such breach, in which case, the Contractor, shall be entitled to immediately terminate this Agreement upon providing written notice to

ONTC and within 5 Working Days publish a notice of termination (Form 8) in accordance with the *Construction Act*.

### On Termination

170. If the Agreement is terminated under sections 166 or 169, ONTC shall pay the Contractor all undisputed applications for payment due to the Contractor for Work performed in the relevant period, together with reasonable and auditable demobilization costs and other direct costs the Contractor reasonably incurs and provides satisfactory evidence for in terminating the Agreement, including reasonable cancellation fees payable to its Subcontractors. The amount to be paid under this section is the Contractor's sole claim for payment for termination.
171. If the Agreement, in whole or in part, is terminated:
- (a) The Contractor shall immediately deliver to ONTC all the Submittals and all other documents and work product arising in connection with the Work, completed or in progress;
  - (b) the Contractor shall effect an orderly transition to any contractor replacing the Contractor for the completion of the Work;
  - (c) as directed by the ONTC Representative, subject to section 168(c), remove from the Work Site any property of or in the possession or control of the Contractor prior to the effective date of termination other than property belonging to ONTC or to be incorporated in the Work. ONTC may, without any liability whatsoever and at the Contractor's sole expense, remove or dispose of any such property left at the Work Site after such date; and
  - (d) all terms and obligations set forth in the Agreement that by their terms or nature continue to apply to the Contractor following termination or expiration of the Agreement shall apply.

## INDEMNITY AND LIABILITY

### General Indemnities

172. The Contractor shall indemnify ONTC and its officers, directors, employees, consultants, contractors and agents (collectively the "**ONTC Indemnitees**") and save them harmless from and against all losses, claims, liabilities, damages and costs ("**Loss**") which may arise by reason of the exercise of the responsibilities and obligations contained herein by the Contractor or as a result of any breach of the terms of this Agreement by the Contractor or by any act or omission of the Contractor or Contractor Parties or those for whom the Contractor is at law responsible, including all legal costs and expenses reasonably incurred by ONTC in connection with the defence or settlement of any such Loss, unless such Loss is caused by the negligent act or omission of ONTC or those for whom it is in law responsible. For the purpose of enforcement of this indemnity, ONTC is acting as agent and trustee for the ONTC Indemnitees.
173. The Contractor shall indemnify ONTC and ONTC Indemnitees and save them harmless from and against all Loss incurred by ONTC arising from:

- (a) any decision or interpretation by any court or governmental authority that: (i) any of the Contractor Parties is an employee of ONTC; or (ii) ONTC is liable to pay statutory contributions or deductions in respect of any of the Contractor Parties under any Laws, including employment insurance, provincial health insurance, income tax or other employment matters;
- (b) any health, medical disability or similar claims which the Contractor or Contractor Parties may have during or after the term of this Agreement;
- (c) a claim by any third party against ONTC alleging that the Work IP and its use by ONTC, infringes any Intellectual Property Rights;
- (d) safety infractions committed by the Contractor under the *Occupational Health and Safety Act*; and
- (e) exposure to, or the presence of, toxic or hazardous substances or materials which were either brought on to the Work Site by the Contractor or a Contractor Party and mishandled or handled negligently or improperly.

#### **Exception**

174. The Contractor shall not be liable for any Loss arising from errors or omissions in any of the information which is supplied to the Contractor by ONTC.

#### **Bodily Injury and Property Damage**

175. The Contractor shall make full and complete compensation for any bodily injury or death to any person and for any damage caused to ONTC's physical property by and act or omission of the Contractor or a Contractor Party or those for whom it is at law responsible.

#### **Waiver**

176. The Contractor waives against ONTC and ONTC Indemnitees any claims of any kind whether directly or indirectly arising out of or connected with the existence of this Agreement or for any injury to or death of any person or for any loss of or damage to any property belonging to the Contractor or Contractor Parties and for any loss or damage of the Contractor unless caused by the negligent act or omission of ONTC or ONTC Indemnitees.

#### **Limitation of Liability**

177. Notwithstanding any other provision of this Agreement,
- (a) ONTC shall not be responsible for indirect, consequential, special, incidental or contingent damages of any nature whatsoever, including loss or revenue or profit or damages resulting from interruption of service or transmission. This limitation shall apply regardless of the form of action, damage, claim, liability, cost, expense or loss, whether in contract (including fundamental breach), statute, tort (including negligence), or otherwise, and regardless of whether ONTC has been advised of the possibility of such damages; and

- (b) any express or implied reference to ONTC providing an indemnity or any other form of indebtedness or contingent liability that would directly or indirectly increase the indebtedness or contingent liabilities of ONTC, whether at the time of execution of this Agreement or at any time during the Term or Renewal Term, shall be void and of no legal effect in accordance with s.28 of the *Financial Administration Act*, R.S.O. 1990, c. F.12.

## Survival

- 178. The provisions in this part – Indemnity and Liability shall survive the expiry or termination of this Agreement.

## DISPUTE RESOLUTION

- 179. Save and except where the Contractor has given an undertaking, in accordance with the *Construction Act*, to refer a dispute to Adjudication, prior to delivering a notice of Adjudication in a form prescribed by the *Construction Act*, the parties agree to first address all unresolved claims, disputes or controversies of any kind arising out of or in connection with this Agreement or the provision of the services (hereafter referred to as the “**Dispute**”) in a tiered approach as follows:
  - (a) A Dispute shall be referred to ONTC’s project manager for the Project and a representative of the Contractor of the equivalent seniority or position for resolution within a period not to exceed thirty (30) days.
  - (b) If unresolved, after following the process described in (a), the Dispute shall be referred to the ONTC Director or Vice President who is responsible for the Project and an employee of the Contractor of the equivalent seniority or position for resolution within a period not to exceed thirty (30) days.
  - (c) If unresolved after following the process described in (b), and only at the election of ONTC, the Dispute shall be referred to the CEO of ONTC and the most senior executive employee of the Contractor for resolution within a period not to exceed thirty (30) days. If ONTC does not elect, at its sole option, to proceed under this section, the Dispute may proceed under either step described in sections 180, 182 or 183.
- 180. If the Dispute remains unresolved despite the parties’ attempting to resolve it following the process in section 179(a) to (c), a party may elect to proceed with the Dispute by way of an Adjudication. If a party elects to proceed by way of an Adjudication, the other party shall not be bound to proceed by way of an Adjudication, save and except where the parties are obliged under the *Construction Act*. Where either party has delivered a notice of Adjudication in a form prescribed by the *Construction Act*, the procedures and rules set out under the *Construction Act* and the regulations thereto shall govern the Adjudication.
- 181. Other than where the Contractor is obliged to commence an Adjudication pursuant to an undertaking under the *Construction Act*, neither ONTC nor the Contractor shall commence an Adjudication during the Restricted Period (Adjudication).
- 182. If the Dispute remains unresolved despite the parties attempting to resolve it following the process in section 179(a) to (c), or following a determination of the Dispute pursuant to an

Adjudication, a party may elect to proceed with the Dispute under a mediation model to be agreed upon by the parties. A party shall elect to proceed to mediation no later than: (i) ten (10) days following the expiry of the timeline set out in section 179(b) or (c), whichever is the later, or (ii) ten (10) days following the rendering of the adjudicator's determination following an Adjudication. Where a party elects to proceed with mediation within the timelines prescribed in this section, the other party shall be bound to proceed to mediation. No later than ten (10) days after a party makes an election to proceed to mediation, or such longer period as may be mutually agreed between the parties, the parties shall enter into a mediation agreement which shall set out the mediation process and designate the mediator.

183. If neither party elects to proceed to mediation within the timelines outlined in section 182, or the parties are unable to enter into a mediation agreement within the time limits, the matter shall proceed and be finally resolved by binding arbitration by a single arbitrator in accordance with the *Arbitration Act*, 1991, S.O. 1991, c. 17 (hereafter referred to as the "**Arbitration Act**") as amended by an arbitration agreement to be executed by the parties and the arbitrator. The parties shall mutually agree on the selection of the arbitrator, failing which the arbitrator shall be appointed in accordance with the *Arbitration Act*. The arbitration proceedings shall take place in Toronto, Ontario, Canada. The language of the arbitration shall be English. The parties agree that any arbitration award, including with respect to costs, shall be binding on the parties, may be enforced in any court of competent jurisdiction and shall be final and no appeals or judicial reviews shall be permitted as of right or by application to any court of competent jurisdiction, except on errors of law. The parties shall each bear their own costs and their proportionate share of any joint costs of arbitration, subject to any award of an arbitrator.
184. The timelines in this part – Dispute Resolution may be amended by mutual agreement of the parties.

#### HEALTH AND SAFETY

185. The Contractor shall be solely responsible for construction safety at the Work Site and for compliance with the rules, regulations and practices required by the applicable laws and shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the Work.
186. Without limiting the generality of the foregoing, the Contractor shall comply with the occupational health and safety laws and regulations and any orders, recommendations and restrictions made by the federal, provincial or municipal governments and the advice, recommendations and instructions of public health officials as they apply to the Work Site. If the Work Site is located on ONTC's premises, the Contractor shall comply with all ONTC's policies and directions to ensure the health and safety of ONTC's employees and contractors as well as the Contractor Parties. The Contractor shall indemnify and hold harmless ONTC for any fines, penalties or other costs imposed or assessed on or incurred by ONTC arising from the Contractor's failure to comply with the applicable health and safety laws, any orders, recommendations and restrictions of the federal, provincial or municipal governments or the advice, recommendations and instructions of public health officials.
187. Prior to the commencement of the Work, the Contractor shall submit to ONTC documentation of the Contractor's health and safety policy and programs and a copy of

the Notice of Project filed with the Ministry of Labour naming itself as “Constructor” under the Ontario *Occupational Health and Safety Act*.

188. The Contractor shall ensure that it and its employees and Subcontractors are aware of and, while being on ONTC’s property, comply with ONTC’s policies, including its Drug and Alcohol Policy, and with the Ontario Northland Operating Manual, including the Current Summary Bulletin, current Ontario Northland Time Table, C.R.O.R. 2015, Infrastructure Special Instructions, Dangerous Goods and Ontario Northland General Operating Instructions, as applicable.

#### **PRIOR SERVICES OR WORK**

189. Any aspect of the Work provided for herein which has been performed by the Contractor prior to the execution of this Agreement and any payment made by ONTC for such work shall be deemed to be subject to and performed and paid under this Agreement.

#### **GENERAL**

190. **No Waiver:** No waiver by a party of any breach by the other party of any of its covenants, agreements or obligations in this Agreement shall be a waiver of any subsequent breach or the breach of any other covenants, agreements or obligations, nor shall any forbearance by a party to seek a remedy for any breach by the other party be a waiver by the party of its rights and remedies with respect to such breach or any subsequent breach. The subsequent acceptance of any remittances from the Contractor by ONTC shall not be deemed a waiver of any preceding breach by the Contractor regardless of ONTC’s knowledge of such preceding breach at the time of the acceptance of such compensation.
191. **Relationship:** Nothing contained in this Agreement shall be deemed or construed by the parties nor by any third party as creating the relationship of principal and agent, landlord and tenant, or of partnership or of joint venture between the parties.
192. **Governing Law:** This Agreement shall be governed by and constituted in accordance with the laws in force in the Province of Ontario without regard to conflict of laws principles. The parties hereby irrevocably attorn to the exclusive jurisdiction of the courts of the Province of Ontario for any legal proceedings arising out of this Agreement or the performance of the obligations hereunder.
193. **Severability:** Should any section or part or parts of any section in this Agreement be illegal or unenforceable, it or they shall be considered separate and severable from the Agreement and the remaining provisions of this Agreement shall remain in full force and effect and shall be binding upon ONTC and the Service Provider as though such section or part or parts thereof had never been included in this Agreement.
194. **Entire Agreement:** This Agreement constitutes the entire agreement and understanding of the parties and supersedes any and all prior understandings, discussions, negotiations, commitments, representations, warranties, and agreements, written or oral, express or implied between them with respect to the subject of this Agreement. No amendment, variation or change to this Agreement shall be binding unless the same shall be in writing and signed by the parties.

195. **Survival:** In addition to those provisions which are expressly stated to survive the termination or expiration of this Agreement, the provisions of this Agreement that are by their nature intended to survive termination or expiration of this Agreement shall continue in full force and effect subsequent to and notwithstanding termination or expiration until or unless they are satisfied.
196. **Counterparts and Electronic Delivery:** This Agreement may be executed and delivered by facsimile or electronic transmission and the parties may rely upon all such facsimile or electronic signatures as though such facsimile or electronic signatures were original signatures. This Agreement may be executed in any number of counterparts and all such counterparts shall, for all purposes, constitute one agreement binding on the parties.
197. **Notice:** Any notice, consent, acceptance or approval required or permitted to be given in connection with the Contract Documents shall be in writing and shall be sufficiently given if delivered to the recipient party if sent to the address of the party set out below by personal delivery, courier or email.

**To ONTC**

Ontario Northland Transportation Commission  
555 Oak Street East  
North Bay, ON P1B 8L3  
Attention:  
E:  
T:

And to legal@ontarionorthland.ca

**To Contractor**

[Contractor]  
[Address]  
Attention:  
E:  
T:

Any notice delivered or transmitted to a party shall be deemed to have been given and received on the day it is delivered or transmitted, provided that if it is delivered or transmitted on a day that is not a Working Day, then the notice shall be deemed to have been given and received on the next Working Day. Any party may, from time to time, change its contact information by giving notice to the other party in accordance with this section.

198. **Assignment and Enurement:** The Contractor may not assign this Agreement (or the proceeds thereof) or subcontract its obligations under this Agreement without the express consent of ONTC, which consent may be withheld or conditioned in ONTC's sole and absolute discretion. This Agreement enures to the benefit of and it is binding upon the parties and their respective successors and permitted assigns.

[SIGNATURE PAGE FOLLOWS]



IN WITNESS WHEREOF, the parties have executed this agreement.

**ONTARIO NORTHLAND  
TRANSPORTATION COMMISSION**

Per: \_\_\_\_\_

Name: XXX

Title: XXX

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

*I have authority to bind the Corporation.*

XXX

Per: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

*I have authority to bind the Corporation.*



## **Schedule A – Scope of Work**

**Schedule B – Contractor's Submission**

### **Schedule C – Project-Specific Requirements for a Proper Invoice**

To satisfy the requirements for a Proper Invoice, the following criteria, as may be applicable in each case, must be included with the Contractor's application for payment:

- (a) Be in the form of a written bill, invoice, application for payment, or request for payment;
- (b) Be in writing;
- (c) Contain the Contractor's name, telephone number and mailing address and contact information of the Contractor's project manager;
- (d) Contain the title of the Project and ONTC's contract number or purchase order number under which the work was performed and the related request for qualification, tender, or request for proposal number, as applicable;
- (e) Contain the date the written bill, invoice, application for payment, or request for payment is being issued by the Contractor;
- (f) Identify the period of time in which the labour and/or materials were supplied to ONTC;
- (g) Reference to the provisions of the Agreement under which payment is being sought (e.g. progress payment / milestone, holdback, final payment, etc.);
- (h) A description, including quantities where appropriate, of the services or materials, or a portion thereof, that were supplied and form the basis of the Contractor's request for payment;
- (i) The amount the Contractor is requesting to be paid by ONTC, set out in a statement based on the schedule of values approved under section 48 of the Agreement, separating out any statutory or other holdbacks, set-offs and HST;
- (j) With each application for payment after the first, a Statutory Declaration, in the form prescribed by ONTC, stating that all accounts for labour, subcontracts, Materials, Construction Equipment and other indebtedness which may have been incurred by the Contractor and for which ONTC might in any way be held responsible have been paid in full up to the previous application for payment, except for amounts properly retained as a holdback or as an identified amount in dispute;
- (k) A current Workplace Safety Insurance Board clearance certificate;
- (l) An updated Construction Schedule in the format(s) required under sections 32 and 33 of the Agreement;
- (m) If requested by ONTC, a current and valid certificate(s) of insurance for the insurance required pursuant to the Agreement;
- (n) The following statement: "Provided this Proper Invoice complies with the requirements of the Agreement and provided no Notice of Non-Payment is issued by ONTC, payment is due within 28 days from the date this Proper Invoice is received by ONTC.";
- (o) The name, title, telephone number and mailing address of the person at the place of business of the Contractor to whom payment is to be directed;
- (p) In the case of the Contractor's application for final payment;
  - (i) Sufficient evidence that the Contractor has delivered all warranties to ONTC;

- (ii) Sufficient evidence that the Work Site has been left in a clean and tidy condition, including evidence that any remaining Materials, tools, Construction Equipment, temporary work, and waste products and debris have been removed from the Work Site;
- (iii) An executed, original, Full and Final Release of all claims that may arise as a result of the Work, which Full and Final Release executed by the Contractor shall be in a form approved by ONTC;
- (q) Information identifying the authority, whether in the Contract Documents or otherwise, under which the services or materials were supplied;
- (r) Any other information that is prescribed in Schedule A or identified by ONTC as required;
- (s) The amount invoiced to date;
- (t) The percentage of the Contract Price invoiced; and
- (u) The individual value of Change Orders approved during the invoice period and the cumulative value of Change Orders for the Project.