

**ONTARIO NORTHLAND**

**TRANSPORTATION COMMISSION**

**Request for Proposals No. RFP 2025 025**

**For**

**Fuel Tank Replacements and Repairs**

**REPLY BY DATE: Tuesday, May 27, 2025, by 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" 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 a Respondent selected to proceed to the next step in the evaluation process pursuant to section 6.2 (2) of the RFP;

**“Substantially Compliant”** 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 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 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 a large part of ONTC's service offering. We remanufacture and repair locomotives, passenger rail cars, freight cars, and more. ONTC's unique mechanical skillset attracts new business and secures skilled trades jobs in Northern Ontario.

ONTC makes provincial dollars reach further by creating innovative solutions that help drive economic growth sustainably, responsibly, and with future generations top of 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 - Specifications
- (c) Scheduled 3-A-3 - 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 - Specifications
- (d) Proposal Form 4 - References
- (e) Proposal Form 5 - Compliance with Contract Documents
- (f) Proposal Form 6 - Health, Safety and Environment
- (g) Proposal Form 7 - List of Equipment
- (h) Proposal Form 8 - List of Personnel
- (i) Proposal Form 9 - Schedule and Proposed Approach
- (j) Proposal Form 10 - Contractor's Qualification Statement
- (k) Proposal Form 11 - 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 its 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 Respondents 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 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, Procurement Contracts Specialist, 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. Respondents 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 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 Respondents; 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 Respondents' 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 its shareholders, owners, officers, agents, consultants, partners, contractors, subcontractors, advisors, employees, representatives, or other third parties acting on behalf or with the knowledge of the Respondents 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 Respondents 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, 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 Respondents as confidential but shall not be liable in any way whatsoever to any Respondent 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) 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) Respondents shall not require ONTC or any of its representatives to sign a non-disclosure agreement in respect of any steps 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 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 by a contractual, legal or fiduciary obligation; or,
  - (c) The Respondent is able to demonstrate it was known to it on a non-confidential basis before it was disclosed to the Respondent by ONTC.
- (2) RFP Information:
  - (a) shall remain the sole property of ONTC or the Government of Ontario, as applicable, and the Respondent shall maintain the confidentiality of such information except as required by law;
  - (b) shall not be used by the Respondent 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 to any person who is not involved in the Respondent’s 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, it 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.
- (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) Respondents shall bear all costs and expenses incurred by Respondents 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 their 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 Respondents 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, 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 Respondents to clarify or verify the contents of their Proposal, including by submitting supplementary documents; and/or,
  - (b) request Respondents to confirm an ONTC interpretation of the Respondents' Proposal.

- (2) Any information received by ONTC from Respondents 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 Respondents' Proposal and may, in ONTC's discretion, be considered in the evaluation of the Respondents' 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 Respondents and contacting persons or entities other than those identified by Respondents.
- (4) By submitting a Proposal, Respondents are deemed to consent to ONTC verifying or clarifying any information and requesting additional information from third parties regarding the Respondent(s) and their directors, officers, shareholders or owners and any other person associated with the Respondent(s) 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) Respondents 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 Respondents 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(s) will employ to perform an item of the work called for by the RFP Documents. Failure of the Respondent(s) 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 Respondent shall provide a minimum of three (3) references.
- (2) ONTC may, in its sole discretion, confirm the Respondents' experience and ability to provide the Goods and/or Services by contacting the Respondents' 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 on 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 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 or terminate the Final Agreement if such Respondent is the Successful Respondent.
- (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 Respondents that require the management, mitigation and/or minimization of the Conflict of Interest; or
  - (c) disqualify Respondents 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 Respondent 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) 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, Respondents may withdraw their 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. Respondents acknowledge 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 shortlisted 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 draft agreement in Part 5. Proposal Form 4 - 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 (7) 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 4, 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 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 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 the 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 ten (10) percent of the value of the Proposal provided by the Respondent. 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 025 Fuel Tank Replacements and Repairs	
<b>Contact Details</b>	
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
<b>Proposal Detail</b>	
Respondents' Meeting	A mandatory Respondents' Meeting will be held via Teams on Tuesday, May 20, 2025 at 2:00pm. Respondents must complete the <u>Respondents' Meeting Registration Form</u> and return via email by Friday, May 16, 2025 at 4:00 p.m. to Nicole Laplante at <a href="mailto:nicole.laplante@ontarionorthland.ca">nicole.laplante@ontarionorthland.ca</a> . Registered Respondents will receive an invitation to the Teams Call.
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 <b>will NOT</b> be considered.
Two-Envelope Process	This procurement <b>will be</b> 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 in both of these locations.

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

RFP 2025 025 Fuel Tank Replacements and Repairs			
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 <input type="checkbox"/>)</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 - Specifications		Material
	Proposal Form 4 - References		Material
	Proposal Form 5 - Compliance with Contract Documents		
	Proposal Form 6 - Health, Safety and Environment		Material
	Proposal Form 7 - List of Equipment		Material
	Proposal Form 8 - List of Personnel		Material
	Proposal Form 9 - Schedule and Proposed Approach		Material
	Proposal Form 10 - Contractor's Qualification Statement		Material
	Proposal Form 11 - Claims		

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

RFP 2025 025 Fuel Tank Replacements and Repairs			
<b>Important Dates</b>			
Publication Date	Monday, May 12, 2025		
Participation Registration Form	Complete and submit it 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	Tuesday, May 27, 2025 at 2:00:00 p.m. (EDT)		
Schedule of Services	Start Date: June 20, 2025 Completion Date: September 30, 2025		
<b>Procedure of Selection</b>			
Mandatory Requirements	Respondents must first satisfy that all of the Mandatory Requirements listed below have been met. Respondents will receive a pass/fail for each Mandatory Requirement. Respondents who fail any of the Mandatory Requirements will be disqualified from the RFP Process.		
	<b>Mandatory Requirement</b>	<b>Pass</b>	<b>Fail</b>
	Respondent has provided sufficient evidence to pass the Contractor Safety Pre-Qualification (Part 4 - Form of Proposal, Proposal Form 6, Health, Safety and Environment)		
	Respondent must be a Canadian Business.		

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

RFP 2025 010 Engineering Design Services for North Bay Shops Compressed Air System Upgrades		
Procedure of Selection <i>continued</i>		
Evaluation General Procedure	Respondents must score a <u>minimum of 50%</u> for Experience and Qualification to qualify for shortlist consideration. Respondents who fail to score a minimum of 50% in this category 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 60 =            Score</p> <p><u><i>The following information should be provided under Proposal Form 01 - 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 "Lowest price of all Proposals".</i></p>	60

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

RFP 2025 025 Fuel Tank Replacements and Repairs		
Procedure of Selection <i>cont'd</i>		
	<p><b>Experience and Qualifications</b></p> <p>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 related work on industrial environment with a proven track record of successfully delivering construction projects in the public sector; - <b>3 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), if any</i>). All key personnel must be made available for the full term of the contract; - <b>5 points</b></li> <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>12 points (4 points each)</b></li> </ul> <p><u><i>This information shall be provided under Proposal Form 10 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>	20

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

RFP 2025 025 Fuel Tank Replacements and Repairs		
Procedure of Selection <i>cont'd</i>		
	<b>Schedule and Proposed Approach</b> ONTC will assess the Respondent's Schedule and Proposed Approach based on the following: <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>3 points</b></li> <li>• Respondents shall demonstrate that the schedule and proposed approach is logical and includes sufficient detail with durations for each task - <b>10 points</b></li> <li>• Respondents shall ensure the critical path has been identified - <b>2 points</b></li> </ul> <p><u><i>This information must be provided under Proposal Form 9 - Schedule and Proposed Approach</i></u></p>	15
	<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>2.5 points</b>  The Respondent shall provide a written narrative and describe how it will handle potential soil contaminants - <b>2.5 Points</b>  <p><u><i>This information must be provided under Proposal Form 6 - Health, Environment and Safety</i></u></p>	5
	<b>Total</b>	<b>100</b>



**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 025  
Description of Requirement: Fuel Tank Replacements and Repairs

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

#### Introduction

ONTC is seeking proposals from Qualified Contractors to demonstrate qualifications, experience, and proposed approach for supply, installation and repairs of various fuel tanks as specified in this document.

#### Condition of the Place of Work


The locations of the work are identified in the Project Locations section of this package. The exact GPS locations have been identified for each tank. The “Reference Photos” section of this document provides a photo of each tank.




Respondents must form their own opinions and conclusions with respect to the Work addressed in the RFP Documents. Before submitting a Proposal, the Respondent shall investigate the Place of the Work to fully ascertain existing conditions, circumstances, and limitations affecting the Work. No allowances will be made for additional costs, and no claims will be entertained in connection with conditions which could reasonably have been ascertained by such investigation or other due diligence before submitting a bid.


#### Background Information

These gas and fuel tanks have been in operation for many years now. Many of these tanks are not to code and must be replaced. For that reason, ONTC has decided to bring these tanks to good order.

#### Project Locations and Existing Tanks Specs

<p>North Bay (Installed 2004)</p> <p>915 McIntyre St E Lat: 46.299004° Long: - 79.451966°</p>	<p>2200 L Dyed Diesel</p>	<ul style="list-style-type: none"> <li>- The Tank is on a concrete pad</li> <li>- Electrical is already in place.</li> <li>- No E-Stop is present</li> <li>- Gauge is missing/broken off. Unknown if vacuum is still present.</li> <li>-Traffic protection will be required for the front of the tank. Bollards or Small Jersey Barrier.</li> <li>- Nozzle is located in building next to tank.</li> <li>- Tank decals are missing or worn.</li> </ul>	
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<p>Englehart (Installed 2010)</p> <p>200 Lagoon Road  Lat: 47.830021°  Long: - 79.879307°</p>	<p>4500 L  Dyed Diesel</p>	<ul style="list-style-type: none"> <li>- The Tank is on a raised concrete pad that is more than 6" higher than roadway.</li> <li>- Electrical is already in place</li> <li>- No E-Stop is present</li> <li>- Tank decals are missing or worn.</li> </ul>	
<p>Porquis (Installed 2015)</p> <p>Lat: 48.700903°  Long: - 80.783129°</p>	<p>2200 L  Dyed Diesel</p>	<ul style="list-style-type: none"> <li>- The Tank is on a raised concrete pad</li> <li>- Electrical is already in place.</li> <li>- No E-Stop is present</li> <li>- Gauge is not ready correctly. Unknown if vacuum is still present.</li> </ul>	
<p>Cochrane (Installed in 2010)</p> <p>20 Boisvert Crescent  Lat: 49.059212°  Long: - 81.015173°</p>	<p>3785 L  Dyed Diesel</p>	<ul style="list-style-type: none"> <li>- The Tank is not on a concrete pad. It is sitting on the ground. Proper cribbing or blocks will be required.</li> <li>- Electrical is already in place.</li> <li>- There is no traffic protection in place</li> <li>- No E-Stop is present</li> <li>- Gauge is not ready correctly. Unknown if vacuum is still present.</li> <li>- Traffic protection will be required for the front of the tank. Bollards or Small Jersey Barrier.</li> </ul>	

<p>Kapuskasing (Installed in 2002)</p> <p>Lat: 49.412459° Long: 82.422308°</p>	<p>1892 L Dyed Diesel</p>	<ul style="list-style-type: none"> <li>- The Tank is on a concrete pad.</li> <li>- There is no traffic protection in place</li> <li>- Electrical is already in place.</li> <li>- No E-Stop is present</li> <li>- Gauge is missing/broken off. Unknown if vacuum is still present.</li> <li>- Traffic protection will be required for the front of the tank. Bollards or Small Jersey Barrier.</li> </ul>	
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## Products and Services Requirements

### Scope:

- Ensure all NEW and Existing equipment, material and installation is up to code.
- Tanks that need to be replaced are to be new double walled fuel tank of equivalent capacity.
- If no concrete pad is present, supply and install proper cribbing or blocks to level and place new tank.
- Supply and install Jersey Barriers to protect the tank.
- Transfer fuel from old tank to new tank. (All efforts will be made to have the old tank level as low as possible.)
- Supply and install a new Metered Fill rite pump, filter, nozzle, hose reel and 40' Hose.
- Supply and install new decals and signage.
- Spill kits will be supplied by ONTC.
- Supply and install NEW extinguisher and mounting post and brackets.
- Hookup new pump and install new E-stop button.
- When replacing an old tank, ensure it is removed from site and disposed of.
- Supply new spill tray. This tray is for filling small 5-gallon fuel cans.

*These are the requirements for each location. If any items are missing that are required by code, please identify and provide in quote.*

### **North Bay (2200L Dyed Diesel Tank)** 915 McIntyre St E, Lat: 46.299004°, Long: -79.451966°

- Supply and install NEW 2200L double wall tank c/w pump, filter, nozzle, hose reel and 40' Hose.
- Removal and disposal of existing fuel tank.
- A concrete pad is already in that location.

- Electrical is already in place. Disconnect and reconnect will be required as well the addition of an E-stop is to be installed.
- Supply and install x4 small Jersey Barriers to protect the tank.
- Supply and install NEW decals
- Supply all information on tank and pump. (Specification, make, model and serial number)

Confirm that remote stop/start button is present and functioning.

(We would like to have the nozzle in hand when the pump is started in case something malfunctions.)

**Englehart (4500l Dyed Diesel Tank)** 200 Lagoon Road, Lat: 47.830021°, Long: -79.879307°

- Supply and install NEW 4400l double wall tank c/w pump, filter, nozzle, hose reel and 40' Hose.
- A concrete pad is already in that location.
- Removal and disposal of existing fuel tank.
- Electrical is already in place. Disconnect and reconnect will be required as well as the addition of an E-stop is to be installed.
- Install and supply NEW decals
- Supply all information on tank and pump. (Specification, make, model and serial number)

Confirm that remote stop/start button is present and functioning.

(We would like to have the nozzle in hand when the pump is started in case something malfunctions.)

**Porquis Junction (2200l Dyed Diesel Tank)** Lat: 48.700903°, Long: -80.783129°

- Supply and replace NEW gauge and re-establish vacuum.
- Electrical is already in place. Supply and install a NEW E-stop.
- Supply and install NEW Decals.
- Supply and install NEW filter, nozzle, hose reel and 40' Hose.
- Perform inspection and service pump and filter.

Confirm that remote stop/start button is present and functioning.

(We would like to have the nozzle in hand when the pump is started in case something malfunctions.)

**Cochrane (4400l Dyed Diesel Tank)** 20 Boisvert Crescent, Lat: 49.059212°, Long: -81.015173°

- Supply and install NEW pump, filter, nozzle, hose reel and 40' Hose.
- Supply and replace NEW gauge and re-establish vacuum.
- ONTC will clean and paint the surface on the existing tank.
- Electrical is already in place. Disconnect and reconnect will be required as well as the addition of an E-stop is to be installed.
- Supply and install x4 Jersey Barriers to protect the tank.
- Supply and install NEW decals

Confirm that remote stop/start button is present and functioning.  
(We would like to have the nozzle in hand when the pump is started in case something malfunctions.)

**Kapuskasing (2200l Dyed Diesel Tank)** Lat: 49.412459°, Long: -82.422308°

- Supply and install NEW 2200l double wall tank c/w pump, filter, nozzle, hose reel and 40' Hose.
- Removal and disposal of existing fuel tank.
- A concrete pad is already in that location.
- Electrical is already in place. Disconnect and reconnect will be required as well as the addition of an E-stop is to be installed.
- Supply and install x4 Jersey Barriers to protect the tank.
- Supply and install NEW decals
- Supply all information on tank and pump. (Specification, make, model and serial number)

Confirm that remote stop/start button is present and functioning.  
(We would like to have the nozzle in hand when the pump is started in case something malfunctions.)

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

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

Description	
<b><u>Division 00 and 01 Specifications</u></b>	
01 11 00	Summary of Work
01 14 00	Work Restrictions
01 32 33	Photographic Documentation
01 33 00	Submittal Procedures
01 35 29.06	Health and Safety Requirements
01 35 35	Fire Safety Requirements
01 35 43	Environmental Procedure
01 41 00	Regulatory Requirements
01 43 00	Quality Assurance
01 51 00	Temporary Utilities
01 91 13	General Commissioning Requirements
01 91 13.13	Commissioning Plan
01 91 13.16	Commissioning Forms
01 55 26	Traffic Controls
01 56 00	Temporary Barriers and Enclosures
01 74 00	Cleaning
01 74 19	Waste Management and Disposal



## **1 GENERAL**

### **1.01 RELATED REQUIREMENTS**

- .1 Refer to Specification Index for Sections applicable to this work.

### **1.02 WORK COVERED BY CONTRACT DOCUMENTS**

- .1 Work of this Contract includes the following:
  - .1 Supply, Installation and Repairs of Various Fuel Tanks;
- .2 The Summary of Work provided above is for reference only:
  - .1 The contractor shall undertake the Work during the summer of 2025, with all Work to be completed by September 30, 2025.

### **1.03 SUBMITTALS**

- .1 Submit for review and Acceptance in accordance with Section 01 33 00 - Submittal Procedures.
- .2 In addition to Submittals identified throughout the Specifications, submit the following:
  - .1 Submit Project Construction Schedule in accordance with Section 01 32 16.16 - Construction Progress Schedule.
  - .2 Submit Construction Waste Management Plan highlighting recycling and salvage requirements in accordance with Section 01 74 19 - Waste Management And Disposal.
  - .3 Submit site-specific Health and Safety Plan in accordance with Section 01 35 29.06 - Health and Safety Requirements.
  - .4 Submit a Construction Project Management Plan, including communication, risk, and Quality Management Plans.
  - .5 Submit and update on a monthly basis a project risk register including a risk description, scoring, ranking, and corresponding mitigation measures.

### **1.04 WORK BY OTHERS**

- .1 The Work under this Contract shall be performed by the Contractor.
- .2 Contractor shall co-operate with other contractors retained by the Owner in carrying out their respective works and carry out instructions from the Owner and the Consultant. Refer to Contract Documents for additional requirements.

### **1.05 WORK SEQUENCE**

- .1 Construct Work in a manner that accommodates Owner's and public continued and/or intermittent use of premises during construction. Refer to Section 01 14 00 - Work Restrictions.

- .2 Co-ordinate Construction Schedule and Owners use of premises during construction.
- .3 Do not close off Owner or public usage of premises until use of one stage of Work will provide alternate usage.
- .4 Maintain fire access/control.
- .5 Protect workers and public safety.
- .6 Work near rail tracks shall be preapproved by the Owner and completed as per Owner's procedures and policies.

#### **1.06 CONTRACTOR USE OF PREMISES**

- .1 Contractor shall establish a Construction Area where the Contractor assumes the role of Constructor and will be responsible for the Construction Area until Ready for Takeover. The Contractor will be required to secure the Construction Area for the duration of the Project. The Contractor will be responsible for all activities inside the Construction Area, including health and safety. The Contractor shall coordinate the Work with the Owner to ensure that work being done by the Owner in the areas outside of the Construction Area is not interrupted. Access by the Contractor shall be restricted to the Construction Area only.
- .2 In some circumstances, Contractor shall coordinate and limit its access to Construction Area to allow:
  - .1 Owner occupancy.
  - .2 Partial owner occupancy.
  - .3 Work by other contractors or utilities providers.
  - .4 Public usage.
  - .5 Third Party Property Owner occupancy and use.
- .3 Co-ordinate use of premises under the direction of the Owner.
- .4 Refer to Section 01 51 00 - Temporary Utilities, Section 01 52 00 - Construction Facilities and Section 01 56 00 - Temporary Barriers and Enclosures, for temporary facilities, access roads and parking areas, traffic regulations, and utilities.

#### **1.07 OWNER OCCUPANCY**

- .1 Owner may occupy premises (adjacent buildings, railway tracks) during the entire construction period for execution of normal operations.
- .2 Co-operate with the Owner in scheduling of the Work to minimize conflict and to facilitate Owner occupancy and usage of the premises.

#### **1.08 Products Supplied by Others**

- .1 Contractor is responsible for receiving, unloading, if required, and handling Products Supplied by Others at the project site; setting or installing the Products in place; making any required connections to the mechanical, plumbing, electrical systems, and any other systems; and disposal of shipping or packing materials. Owner and/or Consultant and Contractor shall jointly inspect the Products for damage upon delivery to the Place of the Work. If this inspection determines that the furnished Products are damaged or defective, the Owner will arrange for the necessary replacement or repairs. Contractor is responsible for protecting the Products Supplied by Others from damage during storage and handling and is responsible for damage caused to those Products during storage and handling.
- .2 Contractor to install all Products Supplied by Others in accordance with the manufacturer's installation instructions and the design Drawings, Specifications and Contract Documents.
- .3 Contractor to review manufacturer's installation instructions and advise the Consultant of any discrepancies or issues in a timely manner to avoid any potential delays.
- .4 Contractor to obtain manufacturer and Consultant approval before making any modification to Products Supplied by Others.
- .5 Upon completion of the installation of the Products Supplied by Others, the Contractor, the Consultant and/or the Owner will inspect the Work. Manufacturers and or Suppliers may participate in the inspection as required by their contract obligations. Upon Acceptance, the Contractor will provide a workmanship warranty in accordance with the Contract Documents.

## **1.9 ALTERATIONS, ADDITIONS OR REPAIRS TO EXISTING BUILDING AND STRUCTURES**

- .1 Execute Work with least possible interference or disturbance to premises, site, Owner operations, occupants, public and normal use of premises. Arrange with the Consultant and Owner to facilitate execution of Work.
- .2 Use only elevators existing in the building for moving workers and material.
  1. Investigate the status of existing elevators in building(s) to determine if they are functional and safe for moving workers and materials before the Work starts.
  2. Provide the required protection for passenger elevators walls and obtain the Owner approval before using these elevators.
  3. Accept liability for damage, safety of equipment and overloading of existing equipment.

## **1.10 EXISTING SERVICES**

- .1 Notify the Owner, the Consultant, Third Party Property Owners when applicable, and utility companies of intended interruption of existing services and obtain required permissions when applicable.
- .2 Where Work involves breaking into or connecting to existing services, provide the Owner at least five (5) Working Days' notice of necessary interruptions of mechanical or electrical service during the Work. Minimize the duration of interruptions. Carry out Work at times as directed by Authorities Having Jurisdiction and the Owner to ensure minimum disturbance to pedestrian and vehicular

traffic and the Owner operations.

- .3 Provide alternative safe and protected routes for personnel, pedestrian and vehicular traffic.
- .4 Establish location and extent of service lines in the Place of the Work before starting Work. Notify the Consultant of findings.
- .5 Submit schedule for Acceptance by the Consultant ten (10) Working Days before any scheduled work for any shut-down or closure of active service or facility including power and communications services. Adhere to Accepted schedule and provide notice to affected parties. Refer to Section 01 14 00 - Work Restrictions.
- .6 Provide temporary services when directed by the Owner to maintain critical operations, building and tenant services. Refer to Section 01 14 00 - Work Restrictions.
- .7 Provide adequate bridging over trenches which cross sidewalks or roads to permit normal traffic.
- .8 Where unknown services are encountered, immediately advise the Consultant and confirm findings in writing.
- .9 Protect, relocate or maintain existing active services. When inactive services are encountered, cap off in a manner approved by Authorities Having Jurisdiction and the Consultant.
- .10 Record locations of maintained, re-routed and abandoned service lines.
- .11 Construct barriers, as required, in accordance with Section 01 56 00 - Temporary Barriers and Enclosures.
- .12 Locate and trace existing underground services before any excavation.
- .13 Any damage to existing services during the Work will be the responsibility of the Contractor.

## 1.11 DOCUMENTS REQUIRED

- .1 Maintain at the Place of the Work, one copy of each document as follows:
  - .1 Contract Documents.
  - .2 Contract Drawings.
  - .3 Technical Specifications.
  - .4 Accepted Shop Drawings, Product data and samples.
  - .5 List of Outstanding Shop Drawings.
  - .6 Change Orders.
  - .7 Other Contract Amendments.
  - .8 Field Test Reports.
  - .9 Copy of Accepted Construction Schedule.

- .10 Health and Safety Plan and Other safety related documents.
- .11 As-Built Drawings.
- .12 Other documents as specified.

## **2 EXECUTION**

### **2.01 General Requirements:**

- .1 Contractor will be required to complete the Work in accordance with applicable federal, provincial, and municipal laws.
- .2 The Contractor shall designate a Project Manager with overall responsibility for the Work. The Contractor will also designate a site supervisor who will be responsible for managing the Work at each site and be responsible for on-site safety, including all Sub-contractors and Suppliers. The site supervisor will be the single point of contact at each site. This site supervisor will be required to communicate with the Consultant and Owner as required to ensure the Work is completed safely with no impact on Owner operations.
- .3 The Contractor will be required to coordinate their hours of work with the Owner.
- .4 The Contractor's employees, Subcontractors, and Suppliers will be required to sign in and sign out every time they enter or leave the Place of the Work using a sign-in/sign-out log book which will be held by the site supervisor in charge of that site.
- .5 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.

**END OF SECTION**

## 1 GENERAL

### 1.01 REFERENCE STANDARDS

1. Canadian Construction Documents Committee (CCDC)
  - .1 CCDC 2-2020, Stipulated Price Contract.

### 1.02 RELATED REQUIREMENTS

- .1 Canadian Rail Operating Rules.
- .2 ONTC Contractor/Subcontractor Policy.
- .3 Contractors Working On ONTC Property Near Railway Tracks.
- .4 Railway Flagging Protection Policy
- .5 Section 01 73 00 - Execution

### 1.03 ACCESS AND EGRESS

- .1 Design, construct and maintain temporary "access to" and "egress from" Construction Areas, including stairs, runways, ramps or ladders and scaffolding, independent of finished surfaces and in accordance with the applicable laws of Authorities Having Jurisdiction.

### 1.04 USE OF SITE AND FACILITIES

- .1 Execute Work with least possible interference or disturbance to normal use of premises. Make arrangements with Consultant to facilitate Work as stated.
- .2 Where premises are not owned by the Owner or are leased to Third Party Property Owners, provide written notification of access and planned Work to the Consultant (10) Working Days prior to the Work commencing.
- .3 Maintain existing services to building and provide for safe and protected access for people and vehicles.
- .4 Where security is reduced by the Work provide temporary means to maintain security.
- .5 Closures: protect the Place of the Work temporarily until permanent enclosures are completed.
- .6 Carry out Work Monday to Friday during hours of 7:00 am to 5:00 pm. Work outside of these hours, including on weekends, shall be pre-approved. Submit a request to the Owner for review and approval to work outside these hours a minimum of five (5) Working Days prior to the work commencing.

## 1.05 SPECIAL REQUIREMENTS

- .1 Protect rail infrastructure as directed by the Owner and obtain approval before working near live tracks. Submit a request to the Consultant in accordance with the Contractors Working On ONTC Property Near Railway Tracks and Railway Flagging Policies for any scheduled work near rail tracks. Requests should be submitted seven (7) Working Days prior to the Work commencing. Include in the request the scope of Work, proposed schedule (duration) and names of workers who will perform the Work. Follow the ONTC policies while working near tracks. Work near tracks will be supervised by the Owner. The Owner will provide a qualified person for flagging protection. Upon completion of the Work, clean the area and return the area and affected adjacent areas to their original or better conditions. Adhere to direction of the person providing flagging protection to ensure the site is safe and ready to resume rail operations.
- .2 Ensure Contractor's personnel on site are familiar with and obey the policies and safety, fire, traffic and security regulations and have completed the ONTC site orientation training.
- .3 Keep within limits of Work and avenues of ingress and egress.
- .4 Contractor may apply for Line Closures if required. Line Closures will not be granted within the times outlined in Section 1.09 Train Timetable for Station Work Near Mainline Track. Submit a request to the Consultant for review and approval a minimum of five (5) Working Days prior to the work commencing for any planned Line Closures.
- .5 **Additional requirements:**
  - .2 Construct Work in stages and in a manner that accommodates the Owner's continued and/or intermittent use of premises during construction.
  - .3 ONTC operations shall not be interrupted. Coordinate with Consultant to facilitate the execution of the work with minimal disruption.
  - .4 Arrange and obtain Consultant approval for any temporary utility outages a minimum of seven (7) Working Days prior to the commencement date of the Work, including details about the Work to be completed and the schedule for the Work. Provide temporary power services to ensure no outages to maintain critical operations, building and tenant services.
  - .5 Limit access to the Construction Area.
  - .6 Employ just-in-time delivery methods to minimize required storage and laydown space.
  - .7 Arrange and obtain Owner approval to access ONTC building to complete Work under this Contract. Submit a request to Owner and the Consultant a minimum of seven (7) Working Days prior to the proposed commencement date for the Work, including details about the Work to be completed, the schedule for the Work and a list of Contractor employees and Subcontractors and Suppliers involved in the Work.
  - .8 Do not move Products and Construction Equipment through the building, unless authorized by the Owner.
  - .9 Park vehicles in locations approved by Consultant.
  - .10 Where the excavation, cutting and/or patching is required closely or immediately adjacent to,

- and/or drilling into, the existing building foundation assess impact and provide for Acceptance a site plan which demonstrates structure is not affected and specifies reinstatement prior to undertaking the Work.
- .11 Contractor shall not access Third Party leased land without prior approval by the Owner. Submit a request to Owner and the Consultant a minimum of seven (7) Working Days prior to the proposed commencement date for the Work, including details about the Work to be completed, the schedule for the Work and a list of Contractor employees and Subcontractors and Suppliers involved in the Work.
  - .12 Park vehicles in locations approved by the Consultant and Third-Party Property Owner.
  - .13 Where the excavation, cutting and/or patching is required closely or immediately adjacent to, and/or drilling into, the existing building foundation assess impact and provide for Acceptance a site plan which demonstrates structure is not affected and specifies reinstatement prior to undertaking the Work.
  - .14 Inform Owner and the Consultant of large deliveries and arrange the delivery in a manner that will not affect ONTC operations or the safety of public.
  - .15 Obey site traffic rules and speed limits.

## 1.06 SMOKING ENVIRONMENT

- .1 Comply with smoking and vaping restrictions. Smoking and vaping are not permitted.

## 1.07 VIDEO SURVEILLANCE:

- .1 Video surveillance cameras are installed on Ontario Northland-owned and leased property to ensure the safety and security of passengers, employees, visitors, assets, infrastructure and the public. In accordance with the Freedom of Information and Protection of Privacy Act (FIPPA), the use of video surveillance cameras is carried out in a manner that respects and minimizes privacy intrusion. Recorded video footage only is protected, used or disclosed for investigative purposes related to a health and safety matter, a railway occurrence or for an incident of suspected crime, property damage, motor vehicle damage or personal injury.

## 1.08 COMMUNICATION PROHIBITION:

- .1 Owner will lead and make any announcements relating to 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 the Work unless prior written consent is given by Owner. If the Contractor is 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 the Work, the Contractor shall not provide any information and shall refer the person to Owner and immediately notify Owner.



END OF SECTION

## **1 GENERAL**

### **1.01 REFERENCE STANDARDS**

- .1 Canadian Construction Documents Committee (CCDC)
  - .1 CCDC 2-2020, Stipulated Price Contract.

### **1.02 MEASUREMENT AND PAYMENT**

- .2 Separate measurement or payment will not be made for Work required under this section. All costs in connection with the Work specified herein will be considered to be included with the related item of Work or incidental to the Work.

### **1.03 FREQUENCY OF PHOTOGRAPHIC DOCUMENTATION**

- .1 The Contractor shall take photographs as indicated in Specification sections, at all construction milestones as identified in the Accepted Construction Schedule, and at each of the following stages of construction:
  - .1 Before commencement of clearing and demolition;
  - .2 Upon completion of clearing and demolition;
  - .3 Upon completion of excavation
  - .4 Upon completion of foundation and concrete work.
  - .5 Delivery and installation of Structural steel.
  - .6 Building Envelope Construction (roof, walls, doors, windows, etc.)
  - .7 Upon completion of any remedial Work.
  - .8 Upon completion of the Work.
  - .9 Anytime a problem arises that may result in a potential claim and the problem can be illustrated by photographs.
- .2 Furnish at least three different views or vantage points of each milestone and stage of construction. Furnish an average of 20 photographs each month until completion of the Work. Location of views shall be as agreed with the Consultant.
- .3 Contractor shall take photos at each shift and include photos in the daily report in accordance with section 01 32 00-Construction Progress Documentation.
- .4 Submit photos to the Consultant with the monthly progress reports in accordance with section 01 32 00-Construction Progress Documentation and other reports in accordance with Specification sections and Contract Documents.
- .5 Transfer photos to the Owner at the end of the Project.

### **1.04 QUALITY AND QUANTITY OF PHOTOGRAPHS**

- .1 All photographs shall be digital photographs in pdf, jpg or png format with the following requirements:
  - .1 Minimum resolution: 1024 x 768 pixels.

- .2 Colors: 24 Bits per Pixel.
  - .3 Maximum File size of 3MB.
- .2 Digital photographs provided shall use the following file naming convention:
- PYYMMDDLOCATIONSEQ.EXT
- P = Photograph
  - YYMMDD = Date in Year, Month, Day format
  - LOCATION = (8 Characters maximum) Location taken, either by BART 3-character alpha numeric + 5, or Milepost by line designation. (e.g. M90, C40-west, A1MP32-1, etc.)
  - SEQ = Sequential number from 001 to 999.
  - EXT = File extension (e.g. pdf, jpg, or png).
- .3 If flash drives are used to store photos they shall be labeled to include the Contract number and the date the photographs were taken.

#### 1.05 IDENTIFICATION OF PHOTOGRAPHS

- .1 The following information shall be furnished for each digital photograph in a manner approved by the Owner.
- .1 Title of Contract and Contract Number;
  - .2 Site location.
  - .3 Identification of subject shown;
  - .4 Station point of camera and direction of view;
  - .5 Time and date taken.

#### 1.06 VIDEO RECORDINGS

- .1 The Contractor shall provide video recordings to supplement Contract photographs of certain construction milestones as identified in the Accepted Construction Schedule, and events as indicated herein:
- .1 Start of construction, including clearing and demolition operations, as applicable;
  - .2 Highlights of all formal inspections; and
  - .3 Highlights of the final inspection and acceptance by the Owner and Consultant and Authority having jurisdiction.
  - .4 Video recordings shall be at minimum standard definition (480p).
- .2 Video recordings shall include an unobtrusive time and date indicator on the film, accurately depicting the time and date when the photography was performed.
- .3 If flash drives are used to store videos they shall be labeled to include the Contract number and the date the video was taken.
- .4 Individual digital video files shall use the file naming convention indicated above, paragraph 1.03.2, however the filename shall be modified such that the first character shall be "V" for video instead of "P".

END OF SECTION

## **1 GENERAL**

### **1.01 REFERENCE STANDARDS**

- .1 Canadian Construction Documents Committee (CCDC)
  - .1 CCDC 2-2020, Stipulated Price Contract.

### **1.02 RELATED REQUIREMENTS**

- .1 Section 01 32 33 – Photographic Documentation
- .2 Section 01 43 00 - Quality Assurance.

### **1.03 ADMINISTRATIVE REQUIREMENTS**

- .1 Submit to the Consultant Submittals listed in Specifications for review and Acceptance. Submit promptly and in orderly sequence to not cause delay in Work. Failure to submit in ample time is not considered sufficient reason for extension of Contract Time and no claim for extension by reason of such default will be allowed.
- .2 Do not proceed with Work affected by Submittal until review is complete and Acceptance has been provided.
- .3 Present Shop Drawings, Product data, samples and mock-ups in SI Metric units.
- .4 Where items or information is not produced in SI Metric units converted values are acceptable.
- .5 Review Submittals before submission to the Consultant. Stamp Submittals as "Approved by Contractor" prior to submitting to the Consultant. This review represents that necessary requirements have been determined and verified, or will be, and that each Submittal has been checked and coordinated with requirements of Work and Contract Documents and Contractors own quality procedures. Submittals not stamped, signed, dated and identified as to specific Project will be returned without being examined and considered rejected.
- .6 Notify the Consultant, in writing at time of submission, identifying deviations from requirements of Contract Documents stating reasons for deviations.
- .7 Verify site measurements and affected adjacent Work are coordinated.
- .8 Keep one Accepted copy of each Submittal on site.

### **1.04 SHOP DRAWINGS, PRODUCT DATA AND OTHER SUBMITTALS**

- .1 Refer to CCDC 2 GC 3.8 Shop Drawings and Supplementary General Conditions.
- .2 Refer to Specifications for all other required Submittals.
- .3 Submit for review and Acceptance Shop Drawings stamped and signed by professional engineer licensed in Province of Ontario, Canada.
- .4 Indicate materials, methods of construction and attachment or anchorage, erection diagrams, connections, explanatory notes and other information necessary for completion of Work. Where articles or equipment attach or connect to other articles or equipment, indicate that such items have been coordinated, regardless of Section under which adjacent items will be supplied and

- installed. Indicate cross references to Contract Drawings and Specifications.
- .5 Allow ten (10) Working Days for Consultant review of each Submittal, unless otherwise specified.
  - .6 Adjustments requested on Shop Drawings by the Consultant are not intended to change Contract Price. If adjustments affect value of Work, state such in writing to the Consultant and do not proceed with Work. Such adjustment shall be approved by a Change Directive or Change Order issued by the Owner in accordance with the Contract Documents.
  - .7 Make changes in Shop Drawings as the Consultant may require, consistent with Contract Documents. When resubmitting, notify the Consultant in writing of revisions other than those requested.
  - .8 Accompany Submittals with transmittal letter containing:
    - .1 Date.
    - .2 Project title and number.
    - .3 Contractor's name and address.
    - .4 Identification and quantity of each Shop Drawing, Product data, and sample.
    - .5 Other pertinent data.
  - .9 Submittals to include:
    - .1 Date and revision dates.
    - .2 Project title and number.
    - .3 Name and address of:
      - .1 Subcontractor.
      - .2 Supplier.
      - .3 Manufacturer.
    - .4 Contractor's stamp, signed by Contractor's authorized representative certifying approval of submissions, verification of site measurements and compliance with Contract Documents.
    - .5 Details of appropriate portions of Work as applicable:
      - .1 Fabrication.
      - .2 Layout, showing dimensions, including identified site dimensions and clearances.
      - .3 Setting or erection details.
      - .4 Capacities.
      - .5 Performance characteristics.
      - .6 Standards.
      - .7 Operating weight.
      - .8 Wiring diagrams.
      - .9 Single line and schematic diagrams.

- .10 Material being supplied, all connections, attachments, anchorages and locations of exposed fastenings as applicable.
  - .11 Typical and special installation conditions, including setting or erection details.
  - .12 Relationship to adjacent work.
  - .13 Copy of associated Project warranty.
- .10 After the Consultant review and Acceptance, distribute copies.
- .11 Submit electronic copy of Shop Drawings for requirements requested in Specifications and as the Consultant may reasonably request. Submit electronic copies of Product data sheets or brochures for requirements requested in Specifications and as requested by the Consultant where Shop Drawings will not be prepared due to standardized manufacture of Product.
- .1 Product data: manufacturers' catalogue sheets, MSDS sheets, brochures, literature, performance charts and diagrams used to illustrate standard manufactured products or any other specified information.
  - .2 Delete information not applicable to Project.
  - .3 Supplement standard information to provide details applicable to Project.
  - .4 Cross-reference Product data information to applicable portions of Contract Documents.
- .12 Submit electronic copies of test reports for requirements requested in Specifications and as requested by the Consultant.
- .1 Report signed by authorized official of testing laboratory that material, Product or system identical to material, Product or system to be provided has been tested in accord with specified requirements.
- .13 Submit electronic copies of certificates for requirements requested in Specifications and as requested by the Consultant.
- .1 Statements printed on manufacturer's letterhead and signed by responsible officials of manufacturer of Product, system or material attesting that product, system or material meets Specification requirements.
  - .2 Certificates must be dated after the award of the Contract, complete with the Project name.
- .14 Submit electronic copies of manufacturers' instructions for requirements requested in Specifications and as requested by the Consultant.
- .1 Pre-printed material describing installation of Product, system or material, including special notices and Safety Data Sheets concerning impedances, hazards and safety precautions.
- .15 Submit electronic copies of manufacturer's site reports for requirements requested in Specifications and as requested by the Consultant.
- .1 Material describing installation of Product, system or material, including special notices and Material Safety Data Sheets concerning impedances, hazards and safety precautions.
- .16 Documentation of the testing and verification actions taken by manufacturer's representative to confirm compliance with manufacturer's standards or instructions.

- .17 Submit electronic copies of Operation and Maintenance Data for requirements requested in Specifications and as requested by Owner, after a review of an electronic copy has been completed and Accepted by the Consultant.
  - .1 Submit four (04) hard copies, unless otherwise specified, of reviewed and Accepted Operation and Maintenance Data.
- .18 Delete information not applicable to Project.
- .19 Supplement standard information to provide details applicable to Project.
- .20 If upon review by the Consultant, no major corrections are requested, electronic copies will be returned as Accepted or Accepted with comments (in the case of minor corrections) and fabrication and installation of Work may proceed. Requested minor corrections shall be made in a timely manner. If Shop Drawings are rejected, noted copy will be returned and resubmission of corrected Shop Drawings for review and Acceptance, through same procedure indicated above, must be performed before fabrication and installation of Work may proceed.
- .21 Acceptance of the Shop Drawings does not mean confirmation that the Submittal does not include errors or omissions, defects or deficiencies.

#### 1.05 SAMPLES

- .1 Submit for review and Acceptance samples in duplicate as requested in respective Specifications. Label samples with origin and intended use.
- .2 Deliver samples prepaid to the Consultant at the address provided during the Pre-Construction Meeting.
- .3 Notify the Consultant in writing at the time of submission of deviations in samples from the requirements of Contract Documents. Deviations may be rejected and the Contractor shall resubmit either a sample compliant with the Contract Documents or an alternative sample with written deviations.
- .4 Where colour, pattern or texture is criterion, submit full range of samples.
- .5 Adjustments made on samples by the Owner or the Consultant are not intended to change Contract Price. If adjustments affect value of Work, state such in writing to the Consultant and do not proceed with Work. Such adjustment shall be approved by a Change Directive or Change Order issued by the Owner.
- .6 Make changes in samples which the Consultant may require, consistent with Contract Documents.
- .7 Reviewed and Accepted samples will become standard of workmanship and material against which installed Work will be verified.

#### 1.06 MOCK-UPS

- .1 Erect mock-ups in accordance with section 01 43 00 - Quality Assurance.

#### 1.07 PHOTOGRAPHIC DOCUMENTATION

- .1 Submit electronic colour digital photography in accordance with section 01 32 33 –



Photographic Documentation, Contract Documents, and as directed by the Consultant.

- .2 Provide photographs in the requested format to demonstrate progress and how deficient items identified within the Consultant review and inspection reports have been corrected.

**END OF SECTION**

## 1 GENERAL

### 1.01 REFERENCE STANDARDS

- .1 Canada Labour Code, Part 2, Canada Occupational Safety and Health Regulations
  - .1 R.S.C., 1985, c. L-2
- .2 Province of Ontario
  - .1 Occupational Health and Safety Act and Regulations for Construction Projects, R.S.O. [1990, c.0.1, as amended and O. Reg. 213/91 as amended] - Updated August 8, 2023.
- .3 National Building Code of Canada (NBC):
  - .1 Part 8, Safety Measures at Construction and Demolition Sites.
- .4 The Canadian Electric Code (as amended)
- .5 Canadian Standards Association (CSA) as amended:
  - .1 CSA Z797-2009 Code of Practice for Access Scaffold.
  - .2 CSA S350-M1980 (R2003) Code of Practice for Safety in Demolition of Structures.
  - .3 CSA Z462- Workplace Electrical Safety Standard.
- .6 National Fire Code of Canada 2015 (as amended)
  - .1 Part 5 – Hazardous Processes and Operations and Division B as applicable and required.
- .7 American National Standards Institute (ANSI):
  - .1 ANSI A10.3, Operations – Safety Requirements for Powder-Actuated Fastening Systems.
- .8 Canadian Construction Documents Committee (CCDC)
  - .1 CCDC 2-2020, Stipulated Price Contract.

### 1.02 RELATED REQUIREMENTS

- .1 Section 01 31 19 – Project Meetings
- .2 Section 01 33 00 - Submittal Procedures
- .3 Section 01 35 43 – Fire Safety Requirements
- .4 Section 01 35 43 - Environmental Procedures
- .5 Section 01 51 00 - Temporary Utilities

- .6 Section 01 56 00 - Temporary Barriers and Enclosures
- .7 ONTC Contractor Subcontractor Policy.
- .8 ONTC HOT WORK Program.
- .9 ONTC Electrical Safety Policy.

### **1.03 ACTION AND INFORMATIONAL SUBMITTALS**

- .1 Submit in accordance with Section 01 33 00 - Submittal Procedures.
- .2 Submit for Acceptance Project-specific Health and Safety Plan within seven (7) Working Days after Contract award and fifteen (15) Working Days prior to commencement of Work on site. Health and Safety Plan must include:
  - .1 Results of site-specific safety hazard assessment.
  - .2 Results of safety and health risk or hazard analysis for site tasks and operation found in work plan.
  - .3 Emergency Procedures.
- .3 The Consultant's review and Acceptance of Contractor's final Health and Safety plan should not be construed as approval and does not reduce the Contractor's overall responsibility for construction Health and Safety.
- .4 Submit electronic copies of Contractor's authorized representative's work site health and safety inspection reports to the Owner and the Consultant, and Authority Having Jurisdiction (AHJ) when required.
- .5 Submit to the Owner and the Consultant copies of reports or directions issued by health and safety inspectors of the Authority Having Jurisdiction (AHJ).
- .6 Submit to the Owner and the Consultant electronic copies of incident and accident reports.
- .7 Submit to the Consultant WHMIS Safety Data Sheets (SDS) and all other documentation required by Workplace Hazardous Materials Information System (WHMIS) requirements. Include and update the Health and Safety Plan as required.
- .8 Medical Surveillance: where prescribed by legislation, regulation or safety program, submit to the Consultant certification of medical surveillance for site personnel prior to commencement of Work, and submit additional certifications for any new site personnel.
- .9 On-site Contingency and Emergency Response Plan: address standard operating procedures to be implemented during emergency situations.

### **1.04 FILING OF NOTICE**

- .1 File Notice of Project with Provincial authorities prior to beginning of Work.
- .2 Provide copies of all notices to the Consultant.

- .3 Contractor shall agree to install proper site separation and identification in order to maintain time and space at all times throughout life of Project.

### 1.05 SAFETY ASSESSMENT

- .1 Conduct a site-specific hazard assessment based on review of Contract Documents, required Work, and Project site. Identify any known and potential health risks and safety hazards.
- .2 Develop written site-specific Health and Safety Plan based on hazard assessment prior to beginning site Work and continue to implement, maintain, and enforce plan until final demobilization from site. Health and Safety Plan must address project specifications and , include, but not be limited to, the following:
  - .1 Primary requirements:
    - .1 Contractor's and ONTC safety policy.
    - .2 Identification of applicable compliance obligations.
    - .3 Definition of responsibilities for Project safety; include an organization chart for Project with safety responsibilities clearly indicated.
    - .4 General safety rules for Project.
    - .5 Job-specific safe work procedures.
    - .6 Inspection policy and procedures.
    - .7 Incident reporting and investigation policy and procedures.
    - .8 Occupational Health and Safety Committee/Representative procedures.
    - .9 Occupational Health and Safety meetings.
    - .10 Occupational Health and Safety communications and record keeping procedures.
  - .2 Summary of health risks and safety hazards resulting from analysis of hazard assessment, with respect to site tasks and operations which must be performed as part of the Work.
  - .3 List hazardous materials to be brought on site as required by Work.
  - .4 Indicate engineering and administrative control measures to be implemented at the Place of Work for managing identified risks and hazards.
  - .5 Identify personal protective equipment (PPE) to be used by workers.
  - .6 Identify personnel and alternates responsible for site safety and health.
  - .7 Identify personnel training requirements and training plan, including site orientation for new workers.

- .3 Develop the plan in collaboration with all Subcontractors. Ensure that work/activities of Subcontractors are included in the hazard assessment and are reflected in the plan.
- .4 Revise and update Health and Safety Plan as required, and re-submit for Acceptance in accordance with 01 33 00 – Submittal Procedures
- .5 Review and Acceptance: the review and Acceptance of site-specific Health and Safety Plan shall not relieve the Contractor of responsibility for errors or omissions in final site-specific Health and Safety Plan or of responsibility for meeting all requirements of construction and Contract Documents.

#### **1.06 MEETINGS**

- .1 Schedule and administer Health and Safety meeting with the Owner and the Consultant prior to commencement of Work. This meeting shall be included in the Pre-construction Meeting.
- .2 Attend all subsequent Health and Safety meetings called by the Owner or the Consultant.

#### **1.07 REGULATORY REQUIREMENTS**

- .1 Conduct the Work in accordance with Section 01 41 00 - Regulatory Requirements.

#### **1.08 PROJECT/SITE CONDITIONS**

- .1 Work at site may involve contact with:
  - .1 Public.
  - .2 ONTC employees.
  - .3 Other contractors and consultants.
  - .4 Third Party Property Owner.
- .2 The Contractor is solely responsible for all utility detection and clearances prior to starting the Work.
- .3 The Contractor will not rely solely upon the Drawings or other information provided for utility locations.
- .4 Carry out any activities involving asbestos in accordance with applicable Provincial / Federal Regulations.
- .5 Removal and handling of asbestos will be in accordance with applicable Provincial / Federal Regulations.
- .6 Refer to reports in Attachment 1 to the Specifications for further site conditions and assessment reports for any noted hazardous or contaminated materials or substances present at Place of the Work. Contractor should their own assessments prior to commencing Work.

## 1.09 GENERAL REQUIREMENTS

- .1 In accordance with 01 56 00 – Temporary Barriers and Enclosures, provide safety barricades and lights around work site as required to provide a safe working environment for workers and protection for pedestrian and vehicular traffic.
- .2 Ensure that non-authorized persons are not allowed to circulate in designated construction areas of the work site.
  - .1 Provide appropriate means by use of barricades, fences, warning signs, traffic control personnel, and temporary lighting as required.

## 1.10 RESPONSIBILITY

- .3 Be responsible for health and safety of persons on site, safety of property on site and for protection of persons adjacent to site and environment to extent that they may be affected by conduct of Work.
- .4 Contractor will be responsible and **assume the role of Constructor** as described in the Ontario Occupational Health and Safety Act and Regulations for Construction Projects.
- .5 Comply with and enforce compliance by employees with safety requirements of Contract Documents, applicable federal, provincial, territorial and local statutes, regulations, and ordinances, and with site-specific Health and Safety Plan.
- .6 Provide first aid, hygiene, and medical facilities at the Place of the Work in accordance with requirements of provincial and local governmental occupational health, safety, and workers' compensation statutes, public health guidance publications (where warranted) and Contract Documents.

## 1.11 COMPLIANCE REQUIREMENTS

- .1 Comply with Ontario Occupational Health and Safety Act, R.S.O. 1990, c. 0.1 and Ontario Regulations for Construction Projects, O. Reg. 213/91.
- .2 Comply with all Federal and Provincial laws relating to Health and Safety including Acts and Regulations as well as Lower Tier Municipality By-Laws.
- .3 Comply with all applicable industry safety standards.
- .4 Comply with legislative requirements for work performed including, but not limited to:
  - .1 Qualifications of workers;
  - .2 Training;
  - .3 Supervision, and;
  - .4 Use of onsite equipment.
- .5 Provide any and all personal protective equipment for Contractor's own workers where prescribed by legislation.

### 1.12 UNFORSEEN HAZARDS

- .1 Should any unforeseen or peculiar safety-related factor, hazard or condition become evident during performance of the work, immediately stop work and advise Contractor's nominated Health and Safety Coordinator and follow procedures in accordance with Acts and Regulations of Province having jurisdiction and advise the Consultant verbally and in writing.

### 1.13 CONTRACTOR HEALTH AND SAFETY CO-ORDINATOR

- .1 Employ and assign to Work, competent and authorized representative as Health and Safety Coordinator. Health and Safety Coordinator must:
  - .1 Be responsible for completing Contractor's Health and Safety Training Sessions and ensuring that personnel that do not successfully complete required training are not permitted to enter site to perform Work.
  - .2 Maintain a training record/log of Contractor employee including all Subcontractors, suppliers and other parties retained by the Contractor for the execution of the Work, at the jobsite and electronic copy, available for the Owner and the Consultant review at request.
  - .3 Be responsible for implementing, revising, enforcing daily and monitoring site-specific Contractor's site-specific Health and Safety Plan.
  - .4 Visit each Place of the Work regularly, at least biweekly or as required by health and safety laws and regulations, to ensure Work is being completed in compliance with Contractor's Health and Safety programs and all applicable laws and regulations.
- .2 Contractor's nominated site supervisor may complete some of daily tasks of the Health and Safety Coordinator provided the site supervisor has the proper qualifications to complete those tasks.

### 1.14 POSTING OF DOCUMENTS

- .1 Ensure applicable items, articles, notices and orders are posted in conspicuous location on site in accordance with Acts and Regulations of Ontario having jurisdiction, and in consultation with the Consultant.
- .2 Post legible versions of the following documents on site:
  - .5 Site Specific Health and Safety Plan.
  - .6 Sequence of work.
  - .7 Emergency procedures.
  - .8 Site drawing showing Project layout, locations of the first-aid station, marshalling stations, and emergency transportation provisions.
  - .9 Notice of Project.
  - .10 Site plans.

- .11 Notice as to where a copy of the Workers' Compensation Act and Regulations is available on the work site for review by employees and workers.
- .12 Workplace Hazardous Materials Information System (WHMIS) documents.
- .13 WHMIS Safety Data Sheets (SDS).
- .14 List of names of Joint Health and Safety Committee members, or Health and Safety Representative, as applicable.
- .15 Others as required.

#### **1.15 CORRECTION OF NON-COMPLIANCE**

- .1 Immediately address health and safety non-compliance issues identified by Authority Having Jurisdiction (AHJ), the Consultant or by Owner.
- .2 Provide the Consultant with written report of action taken to correct non-compliance of health and safety issues identified.
- .3 The Owner or the Consultant may stop Work if non-compliance of health and safety regulations is not corrected. The Contractor/Subcontractors will be responsible for any costs arising from such a "stop work order".

#### **1.16 BLASTING**

- .1 Blasting or other use of explosives is not permitted without prior receipt of written instruction by the Owner.

#### **1.17 POWDER ACTUATED DEVICES**

- .1 Use powder-actuated devices only after receipt of written permission from Owner.

#### **1.18 ELECTRICAL SAFETY REQUIREMENTS**

- .1 Comply with authorities and ensure that, when installing new facilities or modifying existing facilities, all electrical personnel are completely familiar with existing and new electrical circuits and equipment and their operation.
- .2 Before undertaking any Work, coordinate required energizing and de-energizing of new and existing circuits with the Owner.
- .3 Maintain electrical safety procedures and take necessary precautions to ensure safety of all personnel working under this Contract, as well as safety of other personnel on site.

#### **1.19 ELECTRICAL LOCKOUT**

- .1 Develop, implement and enforce use of established procedures to provide electrical lockout and to ensure the health and safety of workers for every event where work must be done on any electrical circuit or facility.
- .2 Prepare the lockout procedures in writing, listing step-by-step processes to be followed by workers,



including how to prepare and issue the request/authorization form. Have procedures available for review upon request by the Owner or the Consultant.

- .3 Keep the documents and lockout tags at the site and list in a logbook for the full duration of the Contract. Upon request, make such data available for viewing by the Owner, the Consultant or by any authorized safety representative.

#### **1.20 HOT WORK:**

- .1 Hot Work Permit will be required; Contractor must notify the Owner five (5) Working Days in advance prior to any hot work activities and provide, for review, a completed Hot Work permit form including a plan to mitigate any risks identified by the Contractor in their job hazard analysis. Hot Work shall proceed only after receiving the Owner's approval.

#### **1.21 SILICA**

- .1 Preventive measures to apply to the work site:
  - .1 Source reduction methods
    - .1 Work in wet environment or use tools with inflow of water in order to reduce dustiness, if not, collect dust at the source and retain it with a high efficiency filter not to propagate dust in the environment.
    - .2 Clean surfaces and tools with water, never with compressed air.
    - .3 Sand and pickle surfaces by using an abrasive containing less than 1 % of silica.
    - .4 When required, install shields or other containment device to prevent silica dust from migrating toward other workers or the public.
  - .2 Protection: Wear respiratory protection equipment (mask) during all operations that could generate silica dust.

#### **1.22 WORK STOPPAGE**

- .1 Give precedence to safety and health of public and site personnel and protection of environment over cost and schedule considerations for Work.

**END OF SECTION**

## 1 GENERAL

### 1.01 REFERENCE STANDARDS

- .1 National Research Council of Canada (NRC):
  - 1. National Building Code of Canada (NBC).
  - 2. National Fire Code of Canada (NFC).
- .2 National Fire Protection Association (NFPA):
  - 1. NFPA 51B-[19], Standard for Fire Prevention During Welding, Cutting, and Other Hot Work.
- .3 Ontario Fire Code.
- .4 Ontario Occupational Health and Safety Act R.S.O 1990
- .5 O.Reg 213/91 Construction Projects
- .6 Canada Labour Code R.S.C., 1985 c L-2
- .7 Canada Occupational Health and Safety Regulations SOR/86-304
- .8 Canadian Construction Documents Committee (CCDC)
  - 1. CCDC 2-2020, Stipulated Price Contract.

### 1.02 RELATED REQUIREMENTS

- .1 Section 01 35 29.06 – Health and Safety Procedures
- .2 Section 01 33 00 – Submittal Procedures
- .3 Section 01 74 19 – Waste Management and Disposal
- .4 ONTC Contractor Subcontractor Policy
- .5 ONTC HOT WORK Program

### 1.03 CONSTRUCTION FIRE SAFETY

- .1 Contractor is responsible for construction fire safety in accordance with national and provincial codes, laws and regulations.

### 1.04 ACTION AND INFORMATIONAL SUBMITTALS

- .1 Submit in accordance with Section 01 33 00 – Submittal Procedures.
- .2 Submit fire safety plan for Acceptance before construction commences.

### 1.05 REPORTING FIRES

- .1 Be aware at all times of nearest fire alarm pull station location, nearest telephone, and

- emergency phone number.
- .2 Report fire incidents to Fire Department immediately in the following sequence:
  - .1 Activate nearest fire alarm pull station, if any.
  - .2 Telephone the Fire Department then Owner
    - .1 Telephone:911.
    - .2 Contact Owner at ONTC RTC Hotline # 1-800-558-4129.
- .3 Person activating fire alarm pull station to remain at main site entrance and direct Fire Department personnel to location of fire.
- .4 When reporting a fire by telephone, give location of fire, building name or number, and be prepared to give basic directions (e.g., northeast corner of base compound, visual reference points).
- .5 Promptly inform Owner and Consultant of fire incidents at Place of Work, regardless of size.

#### 1.06 FIRE SAFETY PLAN

- .1 Prepare a fire safety plan in cooperation with the local fire department and other applicable regulatory authorities for each Place of Work before beginning Work on site.
- .2 Submit fire safety plan to the Consultant for Acceptance who may submit to local fire department for their review.
- .3 Limit scope of fire safety plan to the Place of the Work only. Existing fire safety plans covering other existing buildings are not the responsibility of the Contractor.
- .4 Prepare fire safety plan in conformance with NFC. Include:
  - .1 Emergency procedures in case of fire, including:
    - .1 sounding fire alarm
    - .2 notifying fire department
    - .3 instructing occupants on procedures to follow when fire alarm sounds.
    - .4 evacuating occupants, including special provisions for persons requiring assistance
    - .5 confining, controlling, and extinguishing the fire.
  - .2 Appointment and organization of designated supervisory staff to carry out fire safety duties.
  - .3 Training of supervisory staff and other occupants in their responsibilities for fire safety
  - .4 Documents, including diagrams, showing type, location, and operation of building fire emergency systems.
  - .5 Holding of fire drills
  - .6 Control of fire hazards in the building
  - .7 Inspection and maintenance of building facilities provided for the safety of occupants.

- .5 Post fire safety plan at each entrance to Place of the Work or near each Place of the Work's health and safety board.
- .6 Review fire safety plan a maximum of every three (03) months to ensure it takes into account changes in the use and other characteristics of the building or site. Revise fire safety plan when it can be improved.

### 1.07 FIRE PROTECTION SYSTEM IMPAIRMENT

- .1 Maintain existing fire protection systems in an operational state at all times during construction.
- .2 Use of fire hydrants, standpipes, or hose systems for purposes other than firefighting is prohibited.
- .3 Existing fire protection and alarm systems will not be obstructed, shut off, disabled, or left inactive at end of each Working Day or shift without written authorization from the Owner.
- .4 Submit a written request to the Owner and the Consultant for approval ten (10) Working Days in advance of planned interruption of services. Submit written notification for operation including shutting down active fire protection system, including water supply, fire suppression, fire detection, and life safety systems.
- .5 Where an existing fire protection system that provides fire alarm monitoring becomes impaired in an existing building, provide a fire watch as directed by the Consultant.
- .6 Where systems are affected or impaired during the Work, conduct Work on fire protection system in accordance with NFC.

### 1.08 TEMPORARY PORTABLE FIRE EXTINGUISHERS

- .1 Provide portable extinguishers, or as otherwise directed by Fire Department.
- .2 Provide supplemental portable extinguishers to the following areas or as otherwise directed by Fire Department :
  - .1 Adjacent to hot works
  - .2 Areas where combustibles materials are stored
  - .3 Adjacent to areas where flammable liquids or gases are stored or handled
  - .4 Near or on internal combustion engines
  - .5 Adjacent to temporary oil fired or gas fired equipment
  - .6 Adjacent to bitumen heating equipment
  - .7 Adjacent to each roof installation or repair work area
- .3 Provide portable extinguishers classified and rated as 10-A:80B:C, minimum 20 pounds unless otherwise directed by the Fire Department.
- .4 Provide dry chemical type extinguishers unless otherwise required by hazard being protected.
- .5 Provide a sufficient number of portable extinguishers as per codes and laws requirements.
- .6 Inspect and maintain extinguishers in accordance with NFC.

### 1.09 ACCESS FOR FIRE FIGHTING

- .1 Provide and maintain access for firefighting operations in accordance with NFC.
- .2 Submit written request to the Owner and the Consultant for approval a minimum of ten (10) Working Days before operation of activities that may cause problems that might impede fire department equipment access and personnel response, including but not limited to:
  - .1 violation of minimum horizontal and overhead clearances
  - .2 erecting of barricades and digging of trenches.

Note: Access routes are intended for the movement of fire department vehicles around buildings. Access aisles and access paths are intended for the movement of fire department personnel inside a building.

- .3 Maintain a minimum 6.0-m clear horizontal width for access routes, or as otherwise directed by the Consultant.
- .4 Maintain a minimum 5.0-m vertical clearance for access routes, or as otherwise directed by the Consultant.

### 1.10 SMOKING RESTRICTIONS

- .1 Smoking is prohibited in buildings, including buildings under construction.
- .2 Obey posted signs and restrict smoking to only existing designated smoking areas. Obey posted smoking restrictions near existing buildings.
- .3 Provide a temporary approved non-combustible receptacle at each designated smoking area in accordance with the Fire Safety Plan.

### 1.11 WASTE MANAGEMENT

- .1 Manage waste in accordance with Section 01 74 19 – Waste Management and Disposal, and as follows:
  - .1 Minimize waste materials.
  - .2 Do not burn waste materials.
  - .3 Remove waste from Place of Work at end of each Working Day or shift, or more frequently when directed by Fire Department.
  - .4 Storage:
    - .1 Store oily waste in approved receptacles to ensure maximum cleanliness and safety.
    - .2 Deposit greasy or oily rags and materials subject to spontaneous combustion in approved receptacles. Remove at end of each Working Day.
  - .5 Provide temporary waste bins no closer than 3.0 m to buildings.

### 1.12 FLAMMABLE AND COMBUSTIBLE LIQUIDS

- .1 Handle, store, and use flammable and combustible liquids in accordance with NFC or as otherwise directed by the Fire Department.
- .2 Store flammable and combustible liquids such as gasoline, kerosene, and naphtha in quantities not exceeding 45 litres. Store in approved safety cans bearing Underwriters' Laboratory of Canada or Factory Mutual approved certification mark. Obtain written authorization from Owner for storage of quantities of flammable and combustible liquids exceeding 45 litres.
- .3 Transfer of flammable or combustible liquids within buildings or on jetties is prohibited.
- .4 Transfer of flammable or combustible liquids in vicinity of open flames or any type of heat-producing device is prohibited.
- .5 Use of flammable liquids having a flash point below 38 degrees C such as naphtha or gasoline as solvents or cleaning agents is prohibited.
- .6 Storing flammable and combustible waste liquids on site is prohibited. Remove daily or more frequently as directed by Fire Department.

### 1.13 HOT WORKS

- .1 Implement a hot works program in accordance with NFC, FMD 4004, and NFPA 51B. Apply Hot Works program to processes involving welding, cutting, roofing, and other hot works when directed by Owner or the Consultant.
- .2 In accordance with Section 01 35 29.06 - Health And Safety Requirements, obtain a Hot Works permit 72 hours in advance from Owner for Hot Works in work area. Frequency of renewal for Hot Works permits is at discretion of the Owner.
- .3 Provide fire watchers equipped with sufficient fire extinguishers. Determination of dangerous or hazardous areas along with level of protection necessary for fire watch is at discretion of the Owner or the Consultant.
- .4 Provide fire watch service as required. Provide fire watchers trained in use of fire extinguishing equipment.
- .5 Carry out hot works processes in areas free of combustible and flammable content.
- .6 Where hot works must be carried out in areas where combustibles are present:
  - .1 Protect flammable and combustible materials within 15.0 m of hot works in accordance with NFC.
  - .2 Provide a fire watch during hot works and for a minimum of 60 minutes after work is complete, unless otherwise directed by the Consultant.
  - .3 Conduct a final inspection of area not less than 4 hours after completion of hot works, unless otherwise directed by the Consultant.
- .7 Where there is a possibility of sparks leaking onto combustible materials in areas adjacent to areas where the hot works is carried out:
  - .1 Cover or close openings in walls, floors, or ceilings to prevent passage of sparks to such adjacent areas.

- .2 Provide a fire watch during hot works, and a minimum 60 minutes after hot works is complete.
- .3 Conduct a final fire watch inspection not less than 4 hours after hot works is complete, unless otherwise directed by the Consultant.
- .8 Protection of flammable or combustible materials:
  - .1 Remove flammable and combustible materials including combustible or flammable dust or residue from area where hot works is carried out.
  - .2 When removal is not possible, protect materials with a non-combustible covering.
- .9 Provide a temporary fire extinguisher within 3.0 m of hot works, minimum size of 20 lbs Type ABC extinguisher, unless otherwise directed by the Owner or the Consultant.

#### **1.14 HAZARDOUS SUBSTANCES**

- .1 Perform Work involving the use of toxic or hazardous materials, chemicals or explosives, or otherwise creating hazard to life, safety or health, in accordance NFC.
- .2 Provide temporary mechanical ventilation where flammable liquids, such as lacquers or urethanes are used. Eliminate sources of ignition. Provide written notification to the Consultant a minimum of five (5) Working Days before starting Work and immediately at completion of Work.

#### **1.15 QUESTIONS OR CLARIFICATION**

- .1 Direct questions and requests for clarification on Fire Safety to the Consultant.
- .2 The Owner or the Consultant will obtain clarifications from Fire Department. Do not contact Fire Department directly for notification, authorization, or any requests unless situation constitutes an immediate emergency.

#### **1.16 FIRE INSPECTION**

- .1 Coordinate site inspections by Fire Department through the Consultant.
- .2 Allow Fire Fighter unrestricted access to Place of Work.
- .3 Cooperate with Fire Department during routine fire safety inspection of Place of work.
- .4 Immediately remedy unsafe fire situations observed by Fire Department.

**END OF SECTION**

## 1 GENERAL

### 1.01 REFERENCE STANDARDS

- .1 Canadian Construction Documents Committee (CCDC)
  - .1 CCDC 2-2020, Stipulated Price Contract.

### 1.02 SUMMARY

- .1 The Work of this Section includes, but is not limited to the following:
  - .1 Hazardous Substances
  - .2 Environmental Protection
  - .3 Archaeology and Cultural Heritage
  - .4 Excess Soil Management
  - .5 Other Environmental Matters

### 1.03 GENERAL REQUIREMENTS

- .1 Assume responsibility for the protection of the environment and the preservation of public health, in the course of and as affected by the Work of the Contract, in accordance with specified requirements and Environmental Laws, ordinances, rules, regulations, codes and orders of the authorities that have regulatory oversight of or authority over the Work ("Authorities having Jurisdiction")
- .2 Give required notices and follow procedures set out by Authorities having Jurisdiction (AHJ) when working adjacent to or in waterways.
- .3 Give required notices and follow procedures set out by Authorities having Jurisdiction when handling or encountering hazardous, toxic, controlled substances (hereinafter referred to as hazardous substances).
- .4 The following conditions shall be regarded as a hazard to the environment, requiring appropriate action within the scope of this Section:
  - .1 Presence of friable asbestos.
  - .2 Presence of abandoned or disused equipment such as fuel tanks, PCB containing equipment and materials (including in-ground hydraulic hoists), batteries, septic tanks, grease / oil interceptors.
  - .3 Erosion, sedimentation and general disturbance of ecosystems.
  - .4 Other conditions identified by environmental jurisdictional authorities.
  - .5 Designated Substances and Hazardous Substance

### 1.04 DEFINITIONS

- .1 "Canadian Environmental Protection Act, 1999 (Canada)" means the Canadian Environmental Protection Act, 1999, S.C. 1999, c. 33, as amended from time to time;
- .2 "Designated Substances and Hazardous Substance" includes,
  - .1 a Hazardous Substance;
  - .2 those substances identified by Ontario Regulation 490/09 and Ontario Regulation 278/05 as amended, under the Occupational Health and Safety Act (Ontario);
  - .3 those substances identified and regulated under Part X Hazardous Substances, Can. Regulation 86-304, Canadian Occupational Health



and Safety Regulations;

- .4 substances that are identified as falling under identified categories as part of the Workplace Hazardous Materials Information System (WHMIS) or GHS for Hazardous Substances under provincial or federal occupational health and safety legislation;
  - .5 polychlorinated biphenyls as identified in Ontario Regulation 362, as amended under the Environmental Protection Act (Ontario) and the PCB Regulations (SOR/2008-273), as amended, adopted under the Canadian Environmental Protection Act, 1999 (Canada); and
  - .6 mould, acrylonitrile, arsenic, asbestos (including asbestos-containing materials), benzene, coke oven emissions, ethylene oxide, isocyanates, lead, mercury, silica, and vinyl chloride;
- .3 “Discharge” means any spill, release, discharge, emission, spraying, injection, inoculation, abandonment, deposit, leak, seep, pour, emptying, throwing, dumping, placing and exhaust to the environment of any solid, liquid, gas, odour, heat, sound, vibration, radiation or combination thereof, either directly or indirectly from human activities that causes or may cause an adverse effect on the environment, or that has not been authorized by the applicable Environmental Approvals;
- .4 “Environmental Approvals” means any permit, certificate, registration, license, approval, ruling, variance, exemption or similar requirement relating to environmental matters or other authorization required under Environmental Laws;
- .5 “Environmental Consultant” means a reputable, qualified and experienced environmental consulting or engineering firm employing individuals that has been retained by the Contractor to provide technical expertise and guidance to the Contractor on all the Contractor environmental obligations, the Environmental Approvals and all other environmental obligations and matters, including monitoring, managing and addressing soil and groundwater impacts and occupational health and safety;
- .6 “Environmental Laws” means:
- .1 all federal laws, statutes, by-laws, rules, regulations, orders, ordinances or other requirements having the force of law relating to the protection of the environment or wildlife, natural or cultural resources, archeological and heritage sites, human health or safety, or Hazardous Substances;
  - .2 all provincial regional and municipal laws, statutes, by-laws, rules, regulations, orders, ordinances or other requirements having the force of law relating to the protection of the environment or wildlife, natural or cultural resources, archeological and heritage sites, human health or safety, or Hazardous Substances.
- .7 “Environmental Protection Act (Ontario)” means the Environmental Protection Act, R.S.O. 1990, c. E. 19, as amended from time to time;
- .8 “Hazardous Waste” means a “hazardous waste” as such term is defined pursuant to R.R.O 1990, Regulation 347;
- .9 “MECP” means the Ontario Ministry of the Environment and Conservation and Parks, and any successor ministry thereto;
- .10 “Ontario Water Resources Act (Ontario)” means the Ontario Water Resources Act, R.S.O. c. O.40, as amended from time to time;
- .11 “Qualified Person”, as defined in O. Reg. 153/04, as amended
- .12 “Spill” means, for the purposes of this Project and notwithstanding any less stringent definition under Environmental Laws, a Discharge that,

- .1 arises, either directly or indirectly, from human activities; and
- .2 causes or may cause an adverse effect on the environment.
- .13 "Soil with Environmental Contaminants" means soil or sediment that is considered to be contaminated, i.e., if the quality exceeds the applicable Ministry of the Environment, Conservation and Parks (MECP) Generic Site Condition Standards at the Site for use under Part XV.1 of the Environmental Protection Act (Ontario) (O. Reg. 153/04) or site-specific standards approved by MECP.
- .14 "Substances Posing Significant Hazard" means any biological, chemical or physical agent or combination thereof to which exposure of a worker is prohibited, regulated, restricted, limited or controlled by the occupational health and safety enforcement agency of the province/ territory where the Work is to be performed. Should no such provisions be in place in the province/territory where the Work is to be performed, the following substances shall be considered as "Substances Posing Significant Hazard": Asbestos, Silica, Mercury, Lead, Arsenic, Acrylonitrile, Benzene, and Isocyanates."

#### 1.05 HAZARDOUS SUBSTANCES

- .1 Submit documentation to the Consultant to show that all Subcontractors have been provided with lists of the Substances Posing Significant Hazard on site. This list must include the name of the substances indicated by the Owner to be on site and any such substance to be used or produced by the Contractor or subcontractors on site during the life of the Work.
- .2 Procedures:
  - .1 Known Conditions: Follow specified requirements in Contract Documents. Review existing site conditions and identify, in writing, to the Consultant, any conditions that differ materially from those indicated in the Contract Documents.
  - .2 Unknown Conditions: Should an environmentally hazardous condition or a contaminated area be discovered, quarantine the area affected and do no Work that will disturb the hazardous material or contaminated area.

Notify the Consultant immediately of the situation verbally and in writing. Conform to Environmental Law.
- .3 Hazardous Substances Disposal:
  - .1 Dispose of hazardous substances in accordance with Environmental Laws.
  - .2 Do not under any circumstances, dispose of hazardous substances by burning or burying on site or by discharging into the soil, waterways or drainage system.

#### 1.06 ENVIRONMENTAL PROTECTION

- .1 Erosion and Sediment Control:
  - .1 Minimize amount of bare soil exposed at one time. Stabilize disturbed soil within forty-five (45) days of disturbance to minimize erosion. Remove accumulated sediment resulting from construction activity from adjoining surfaces, drainage systems, and watercourses, and repair damage caused by soil erosion and sedimentation.
  - .2 Provide and maintain appropriate temporary measures such as silt fences, straw bales, ditches, geotextiles, drains, berms, terracing, riprap,

temporary drainage piping, sedimentation basins, vegetative cover, dikes, and other measures that may be required to prevent erosion and migration of silt, mud, sediment, and other debris.

- .3 Do not disturb existing embankments or embankment protection.
  - .4 Conduct weekly inspection of erosion and sediment control measures to detect evidence of erosion and sedimentation. Promptly take corrective measures when necessary.
  - .5 If soil and debris from site accumulate in ditches or other low areas, remove accumulation and restore area to original condition.
- .2 Site Drainage:
- .1 Maintain grades to ensure proper site drainage.
  - .2 Prevent precipitation from infiltrating or from directly running off stockpiled materials. Cover stockpiled materials with an impermeable liner during periods of work stoppage including at end of each Working Day.
  - .3 Control surface drainage from cuts and fills, from borrow and waste disposal areas, from stockpiles, staging areas, and other work areas as required to prevent erosion and sedimentation.
  - .4 Control surface drainage by ensuring that gutters are kept open and water is not directed across or over pavements or sidewalks, except through pipes or properly constructed troughs. Ensure that runoff from unfinished areas is intercepted and diverted to suitable outlets.
- .3 Plant Protection and Site Clearing:
- .1 Protect all existing trees and landscaping which is to remain at the Place of Work, using methods and materials recommended by the Canadian Nursery Trades Association and as approved by the Consultant.
  - .2 If required, install tree protection zone fencing in accordance with Contract Documents and Drawings.
  - .3 Protect roots of designated trees to drip line during excavation and site grading to prevent disturbance or damage. Avoid unnecessary traffic, dumping and storage of materials over root zones.
  - .4 Minimize stripping of topsoil and vegetation.
  - .5 Restrict tree removal to area indicated or designated in the Contract Documents. No vegetation removal should occur between April 1 and August 30 to protect birds protected under the *Migratory Birds and Convention Act* ("MBCA").
  - .6 If vegetation removal must be undertaken between April 1 and August 30, a nest survey must be conducted by a qualified avian biologist to identify and locate active nests of species covered by the MBCA.
  - .7 Trees free of nests must be removed within 24 hours for nest sweep.
    - .8 Trees with active nests should be monitored periodically during MBCA window and must remain in place until young birds have fledged the nest. Nest sweep should be conducted by qualified Avian Biologist prior to tree being removed.
- .4 Wildlife Habitat Protection
- .1 Allow wildlife incidentally encountered during construction to passively move out of the work area.

- .2 The Contractor shall comply with the following wildlife exclusion fencing resources:
- .1 <https://www.ontario.ca/page/reptile-and-amphibian-exclusion-fencing> (OMECF 2020)
- .5 Dewatering:
- .1 Provide temporary drainage and pumping as necessary to dewater excavations, trenches, foundations, and other parts of the Work.
- Maintain such areas free of water arising from groundwater or surface run-off, as required to keep them stable, dry, and protected from damage due to flooding.
- .2 Maintain standby equipment necessary to ensure continuous operation of dewatering system.
- .3 Do not pump water containing suspended materials or other harmful substances into waterways, sewers or surface drainage systems. Treat or dispose of such water in accordance with Environmental Law.
- .6 Pollution Control:
- .1 Take measures to prevent contamination of soil, water, and atmosphere by Spills, potentially causing environmental damage.
- .2 Be prepared, by maintaining appropriate materials, equipment, and trained personnel on site, to intercept, clean up, and dispose of Spills that may occur.
- .3 Promptly report spills and releases that may occur to Owner and Consultant.
- .4 Contact manufacturer of Environmental Contaminant, if known and applicable, to obtain safety data sheets (SDS) and ascertain hazards involved and precautions and measures required in cleanup or mitigating actions.
- .5 Take immediate action to contain and mitigate harmful effects of the Spill
- .7 Dust and Particulate Control:
- .1 Implement and maintain dust and particulate control measures in accordance with Environmental Law.
- .2 Execute Work by methods that minimize dust from construction operations and spreading of dust on site or to adjacent properties.
- .3 Provide temporary enclosures to prevent extraneous materials resulting from sandblasting or similar operations from contaminating air beyond immediate work area.
- .4 Cover or wet down dry materials and rubbish to prevent blowing dust and debris. Provide dust control for temporary roads.
- .5 Use appropriate covers on trucks hauling fine, dusty, or loose materials.

- .8 Noise and Vibration Control:
  - .1 Take measures to control noise and vibration generated by the Work.
  - .2 All construction vehicles and equipment used in the Work shall comply with the noise limits provided by NPC-115 and NPC-118.
  - .3 Comply with the requirements of Authorities Having Jurisdiction and local Noise Control By-Laws to ensure noise generated by the Work is not excessive and not disturbing to the occupants of adjacent buildings / properties.
  - .4 The contractor shall notify the Owner and Consultant of any planned nighttime or weekend construction activities a minimum of thirty (30) days prior to the start of those activities.
  - .5 Vibration levels during construction of the Work shall comply with the limits noted in Table 7-5 of the Federal Transit Administration (FTA) Transit Noise and Vibration Impact Assessment Manual (September 2018). I
  - .6 The contractor shall monitor vibration at all structures or buildings where there is a potential to exceed the vibration limits.
  - .7 The contractor shall comply with Enbridge's Third Party Requirements in the Vicinity of Natural Gas Facilities Standard (2021-09-29).
- .9 Snow Removal
  - .1 Allow no accumulation of ice and snow within the Place of the Work. There shall be no use of salt for de-icing in areas of building work.
  - .2 Remove snow from access routes to the Work to maintain uninterrupted progress of the Work.
- .10 Maintaining existing sewerage flows
  - .1 Maintain existing sanitary sewage flows, where applicable, and provide alternative interim service utilizing duplicate portable sewage pumps, tank trucks and other approved means. Prevent interruption to service throughout the construction period and until the new works are placed in service.
  - .2 Provide and install all temporary sumps, bulkheads and/or other works in existing sewers, maintenance holes and service connections and provide temporary pumps in duplicate and pipelines to dewater and control the sewage.
  - .3 Discharge sewerage flows only to those sanitary sewers remaining in service or to tank trucks for approved disposal. Under no circumstances shall contaminated water be discharged or permitted to enter any drainage or natural watercourse.
  - .4 Temporarily drain or pump any leakage to permit work to be performed in the dry. The Contractor's method shall be subject to review and Acceptance of the Consultant.
- .11 Drainage ditches and storm sewers
  - .1 All ditches, drainage channels and/or storm sewer systems which may be affected by construction shall have their flows maintained at all times

during construction. Drainage shall not be impeded, and blockages or water backups are not permitted.

- .2 Make allowance in prices for any problems that may be encountered because of ditch flows or storm sewer flows. Any damage because of water or flooding shall be the responsibility of the Contractor.

## 1.07 ARCHAEOLOGY AND CULTURAL HERITAGE

- .1 Archaeology
  - .1 The Contractor shall comply with the following archaeological reference documents:
    - .1 2011 *Standards and Guidelines for Consultant Archaeologists* administered by the Ministry of Citizenship and Multiculturalism (MCM); and
    - .2 Archaeological reports completed for the Project.
  - .2 Before commencing any construction activities, the Contractor shall prepare, implement, and provide for the Consultant's review and Acceptance, an Archaeological Risk Management Plan setting out protocols for the discovery of human remains or undocumented archaeological resources. This Archaeological Risk Management Plan must be produced by a Licensed Professional Archaeologist. At a minimum it will include the following:
    - .1 Actions required resulting from the recommendations of the Archaeological reports;
    - .2 A protocol to be followed if human remains are discovered which includes how the Contractor will ensure that human remains are managed in compliance with Environmental Laws and all requirements of AHJ with respect to such discovery;
    - .3 A protocol to be followed by the Contractor if previously undocumented archaeological resources are discovered which describes how the Contractor will comply with Environmental laws regarding the management of previously undocumented archaeological resources;
    - .4 A process to ensure that the Contractor complies with Environmental laws for the management of archaeological sites.
    - .5 The Contractor shall treat the Archaeological Risk Management Plan as a living document and update it when any archaeological activities occur. Each Archaeological Risk Management Plan Update shall be submitted to the Owner and Consultant for review.
  - .3 Upon discovery of human remains or previously undocumented archaeological resources, all construction activities or other work that could have a detrimental impact in the immediate vicinity shall be stopped.
  - .4 Any archaeological materials that are discovered during the course of the Works shall be the responsibility of the Contractor for safekeeping until transferred out of the Contractor's control;

- .5 Any future Stage 2, Stage 3 and/or Stage 4 archaeological assessments will adhere to the process noted above.
  - .6 All archaeological assessments will follow the MCM for Engaging Aboriginal Communities in Archaeology: A Draft Technical Bulletin for Consultant Archaeologists in Ontario.
- .2 Cultural Heritage
- .1 The Contractor shall comply with the following cultural heritage reference documents:
    - .1 ONTC Environmental Assessment and Permitting Toolkit, AECOM Canada Limited, 2021;
    - .2 Criteria for Evaluating Potential for Built Heritage Resources and Cultural Heritage Landscapes, MCM, 2016;
    - .3 Ontario Heritage Tool Kit, MCM, 2006;
    - .4 Standards and Guidelines for Conservation of Provincial Heritage Properties, MCM, 2010;
    - .5 Standards and Guidelines for Conservation of Provincial Heritage Properties: Heritage Identification Process, MCM, 2014;
    - .6 Information Bulletin No. 2: Strategic Conservation Plans for Provincial Heritage Properties, MCM, 2017;
    - .7 Information Bulletin No. 3: Heritage Impact Assessments for Provincial Heritage Properties, MCM, 2017;
    - .8 Standards and Guidelines for the Conservation of Historic Places in Canada (Parks Canada 2010)
    - .9 Cultural Heritage Reports (including but not limited to: Cultural Heritage Evaluation Reports, Heritage Impact Assessments, and Strategic Conservation Plans).
  - .2 Before commencing any construction activities, the Contractor shall prepare, implement, and provide for Consultant's review and Acceptance a Cultural Heritage Risk Management Plan. The plan shall include, at a minimum, the following requirements for all directly and indirectly impacted properties of known heritage significance or potential heritage significance:
    - .1 The actions required of the Contractor pursuant to the recommendations set out in the Cultural Heritage Reports, Cultural Heritage Evaluation Reports, and Heritage Impact Assessments, and to ensure the protection of identified built heritage resources and cultural heritage landscapes;
    - .2 The Contractors planned approach to carrying out the actions described in the above, including an approach to document, monitor and mitigate vibration to heritage structures during construction;
    - .3 A process for updating and resubmitting the Cultural Heritage Risk Management Plan;
    - .4 A process to ensure that the Contractor complies with Environmental Laws for the management of heritage resources;
    - .5 A process to ensure that the Contractor provides to the Owner any cultural heritage evaluation reports, cultural heritage reports, cultural heritage impact assessments, conservation plans, or any

other documentation as may be required of the Contractor pursuant to Environmental Law or the Cultural Heritage Reports, in addition to those provided with the Contract Documents.

## 1.08 EXCESS SOIL MANAGEMENT

### .1 Soil and Excavated Materials Management Plan

- .1 The Contractor shall prepare, submit for Acceptance to the Owner and Consultant and implement a soil and groundwater management strategy (a "Soil and Excavated Materials Management Plan") that describes how the Contractor will address the handling, management, treatment, reuse, storage, monitoring and disposal of soil and excavated materials (i.e., soil, fill, rock and solid Hazardous Waste and non-Hazardous Waste, including Environmental Contaminants) that is generated or encountered during the Works. The Soil and Excavated Materials Management Plan shall include, at a minimum, descriptions of:
  - .1 the general principles that the Contractor will apply for managing soil and excavated materials;
  - .2 the over-arching soil and excavated materials management strategy for the Project in terms of sustainable principles and compliance with regulatory requirements (including, but not limited to, On-site and Excess Soil Management Regulation – O. Reg. 406/19) and best practices;
  - .3 the estimated quantities of soil and excavated materials to be managed during the Works and proposed methods for minimizing these quantities;
  - .4 the strategy to reuse soil and excavated material;
  - .5 the strategy for stockpiling and monitoring the soil and excavated material at the Site, and to mitigate any exceedance of any Authorized Volume;
  - .6 a preliminary schedule indicating the affected areas to be excavated over the course of the Project, and the associated quantities for each stage of construction;
  - .7 protocols for characterizing soil and excavated materials quality and determining management, including handling, reuse, storage, transportation, documentation, treatment and disposal requirements;
  - .8 how soil and excavated materials will be temporarily staged or stored at the site or other worksites for reuse or stockpiled and monitored or transferred to disposal with regard for potential environmental effects and impacts to human health and safety;
  - .9 how soil and excavated materials quantities will be tracked and reported to the Owner during excavation, transport, treatment, disposal or stockpiling;
  - .10 how clean fill will be sourced and brought to the site;
  - .11 mitigation measures to address any impacts associated with the excavation, management, reuse, stockpiling, transport, treatment or disposal of soil and excavated materials;
  - .12 a monitoring plan in which monitoring of the contaminated and hazardous stored soil and excavated material are recorded and reported; and



- .13 how the discovery of Environmental Contaminants in areas not previously identified will be managed including a general plan of action for the remediation, storage or removal of Environmental Contaminants as detailed in the Contamination Management Plan defined below
- .2 The Contractor shall adhere to groundwater and dewatering management.
- .3 The Contractor shall submit the Soil and Excavated Materials Management Plan for Acceptance by the Owner and Consultant.

#### 1.09 CONTAMINATION MANAGEMENT PLAN

- .1 The Contractor shall prepare the Contamination Management Plan and submit it to the Owner and the Consultant for Review and Acceptance. The Contamination Management Plan shall include:
  - .1 the date and time that the Environmental Contaminants was discovered;
  - .2 a description of the Environmental Contaminants including the location (municipal address and/or UTM coordinates) and a figure depicting the location of the Environmental Contaminants;
  - .3 a detailed description of the circumstances under which the Environmental Contaminants was discovered, including the preliminary field assessment and observations;
  - .4 a detailed description of the handling and management of the Environmental Contaminants prior to submittal of the Contamination Management Plan;
  - .5 a detailed description of the preliminary field investigation including date, time and depth of samples collected, sampling methods, number of samples collected, chemical parameters, media tested and an explanation of the delineation method for Environmental Contaminants;
  - .6 a figure depicting sampling locations, sample exceedances and estimated vertical and horizontal extent of the Environmental Contaminants in relation to the site;
  - .7 copies of borehole and test pit logs for sample locations related to the Environmental Contaminants, including soil description and classification;
  - .8 copies of laboratory certificates of analysis for the samples collected, including grain size analysis (if applicable);
  - .9 sampling and analysis requirements in accordance with O. Reg. 406/19;
  - .10 a description of management options for the Environmental Contaminants and the Contractor's preferred management option, including a description of whether containment measures are required to avoid re-contamination or migration of the Environmental Contaminants;
  - .11 an implementation plan, including a detailed description of how Environmental Contaminants will be managed and estimated quantities of soil and groundwater to be disposed off-site and reused within the Project, if applicable;

- .12 any impact to the Project Schedule caused by the discovery of Environmental Contaminants;
  - .13 additional costs, if any, associated with incremental measures required to manage the Environmental Contaminants;
  - .14 name and address of the receiver site for the soil containing Environmental Contaminants;
  - .15 additional information as requested by the Owner and/or Consultant; and
  - .16 rationale for assigning responsibility for the Environmental Contaminants, including an assessment and comparison of the discovered Environmental Contaminants characteristics against available baseline environmental information such as the Project's Soil and Groundwater Characterization Report.
- .2 The Contractor's Qualified Person shall supervise the extraction, transport, removal, disposal or discharge of contaminated media identified in the Contamination Management Plan.
- .3 In accordance with Environmental Law, the Contractor shall be responsible for the characterization, testing, and analysis of soil and groundwater that requires off-Site disposal, off-Site reuse or on-Site reuse, to the satisfaction of the receiver or disposal site and to the satisfaction of Owner and Consultant.
- .4 The Contractor shall be responsible for registration with the Resource Productivity and Recovery Authority (RPPRA) and recordkeeping for disposal of regulated Waste, as applicable.
- .5 The Contractor shall update the Contamination Management Plan with additional information following the implementation of the Contamination Management Plan (the "Updated Contamination Management Plan") and the Contractor shall submit such updated plan to the Owner and Consultant in accordance with Project submission timeframes. The Updated Contamination Management Plan shall include:
  - .1 a summary of the information presented in the Contamination Management Plan;
  - .2 a detailed description of the handling and management of the Environmental Contaminants following submittal of the Contamination Management Plan;
  - .3 a detailed description of the handling and management of the Environmental Contaminants following submittal of the Contamination Management Plan;
  - .4 a detailed description of field investigations conducted during implementation of the Contamination Management Plan including date, time and depth of samples collected, sampling methods, number of samples collected, chemical parameters, media tested and explanation of the delineation method for Environmental Contaminants;
  - .5 a figure depicting sampling locations, sample exceedances and vertical and horizontal extent of the Environmental Contaminants remediated on site;
  - .6 copies of borehole and test pit logs for sample locations related to the Environmental Contaminants, including soil description and classification;
  - .7 quantity of soil and groundwater disposed outside the Lands

- and reused within the lands;
  - .8 name and address of the receiver site for the Environmental Contaminants;
  - .9 electronic copies of waste manifests or bills of lading;
  - .10 a description of containment measures for the Environmental Contaminants employed to avoid re-contamination or migration of Environmental Contaminants;
  - .11 a description of whether the Environmental Contaminants entered lands outside of the Project site;
  - .12 a description of post-implementation monitoring or sampling needed; and
  - .13 signature of the Contractor's Qualified Person who supervised the implementation of remediation activities and preparation of the Updated Contamination Management Plan.
- .6 The Contractor is encouraged to seek opportunities for beneficial reuse (rather than remove or replace) for as much soil from the Project as possible in a manner that is consistent with Ontario Regulation 406/19, provided that the Contractor complies with its obligations under this Contract.
  - .7 The Contractor shall evaluate reuse options to consider site-specific excess soil quality criteria in cases where soil is geotechnically suitable for reuse as engineered fill, including where such soil may be subject to some reconditioning such as drying or wetting, but soil quality does not meet the applicable generic excess soil quality standard.
  - .8 The Contractor shall reuse (rather than remove or replace), as feasible, as much soil on site as possible in a manner that is consistent with Ontario Regulation 153/04, Ontario Regulation 406/19 and the MECP's Rules for Soil Management and Excess Soil Quality Standards, as amended, provided that the Contractor complies with its obligations under this Contract.
  - .9 The Contractor shall evaluate reuse options in cases where soil is geotechnically stable for reuse but soil quality does not meet the applicable generic excess soil quality standard.

#### **1.10 MANAGEMENT, REMOVAL AND REMEDIATION OF SOIL WITH ENVIRONMENTAL CONTAMINANTS**

- .1 The Contractor shall be responsible for excavating, handling, managing, stockpiling, removing, and transporting of soil and excavated material as required to complete the Project, including soil and excavated material containing Environmental Contaminants. The Contractor shall reuse or dispose of soil and excavated material that does not contain Environmental Contaminants at its own cost.
- .2 The Contractor shall be permitted to reuse any soil and excavated material containing Environmental Contaminants as part of the Works provided the Contractor's reuse of such soil complies with Environmental Laws and MECP Guidelines, Standards and Rules. The Contractor shall not be entitled to any additional compensation from the Owner where such soil or excavated material is reused.
- .3 Upon discovery of soil containing Environmental Contaminants that will require excavation to complete the Project and that the Contractor will not reuse, the Contractor shall notify the Owner and Consultant. Such notification shall clearly indicate the anticipated volume of soil containing Environmental Contaminants

that will be excavated and not reused. The Contractor shall not be permitted to provide such notification until the Contamination Management Plan has been submitted for Acceptance to the Owner and Consultant. The Owner shall, no later than fifteen (15) Working Days following Notice in Writing from the Contractor that contains all information provided in the notification, described above, and the Contamination Management Plan, direct the Contractor either to:

- .1 dispose of such soil containing Environmental Contaminants; or
  - .2 stockpile such soil containing Environmental Contaminants on the Place of the Work (or Station Location).
- .4 The Owner may specify a maximum volume that is to be disposed of or stockpiled (the "Authorized Volume"). Where the Owner has specified an Authorized Volume, the Contractor shall be required to submit a new notification for any remaining soil containing Environmental Contaminants following completion of the disposal or stockpiling of the Authorized Volume in order to receive further direction from the Owner, including a revised Authorized Volume.
- .5 If the Contractor is directed to dispose of soil containing Environmental Contaminants, then:
  - .1 the Contractor shall proceed to dispose of the soil at a licensed facility in Ontario and inform the Owner of the selected facility;
  - .2 the Contractor shall be compensated with an agreed upon pricing for each ton of excavated soil containing Environmental Contaminants that is disposed, up to any Authorized Volume and Invoicing and such compensation shall be deemed to include all handling, shipping and disposal fees and costs and all administrative and profit costs of the Contractor.
- .6 If the Contractor is directed by the Owner to stockpile such soil containing Environmental Contaminants on the Site, then the Contractor shall:
  - .1 utilize an agreed upon laydown area;
  - .2 provide geomembrane ground protection to prevent leaching of Environmental Contaminants;
  - .3 provide a full geomembrane cover over the stockpile;
  - .4 provide a permanent monitoring system;
  - .5 comply with the portions of the On-site and Excess Soil Management Regulation (O. Reg. 406/19) regarding stockpiling, the MECP Rules for Soil Management and Excess Soil Quality Standards and the MECP Management of Excess Soil - A Guide for Best Management Practices;
  - .6 develop and submit to the Owner a monitoring program for the stockpiled soils for review and Acceptance by the Consultant.

#### 1.11 WEEKLY SOIL AND EXCAVATED MATERIALS REPORT

- .1 The Contractor shall provide a template of the Weekly Soil and Excavated Materials Report to the Consultant.
- .2 The Contractor shall submit a weekly report for soil and excavated material to the Consultant (each a "Weekly Soil and Excavated Materials Report") that includes at a minimum:

- .1 analytical results of chemical samples collected for soil, groundwater or other material in the area of the Works before and after construction;
- .2 record of quantity of excavated material, reused at the site in metric tonnes;
- .3 record of excavated material stockpiled at the site in metric tonnes;
- .4 all back-up documents of soils, groundwater or other materials removed from site, including tickets indicating soil or other material quantity, landfill or final treatment or disposal location;
- .5 Site reports complete with photos and back-up documents on all soil, groundwater or other materials remedial work activities;
- .6 documentation related to any unforeseen site issues during soil, groundwater or other materials remedial work activities;
- .7 a cost table indicating all associated costs in the removal, management, transportation, treatment and disposal of the soil, groundwater or other materials in the area of the Works;
- .8 a description of how the discovery of Environmental Contaminants in areas not previously identified will be managed including the preparation of a plan for the re-use, stockpile, remediation or removal of Environmental Contaminants; and
- .9 reporting as to how all management activities and best practices have been implemented.

#### 1.12 HAZARDOUS SUBSTANCES BROUGHT ONTO THE SITE

- .1 Notwithstanding any Environmental Laws or any other provision, all products and materials, goods or other items which in their natural, original state, or through environmental transformation or degradation contain Hazardous Substances, that are brought onto the site by the Contractor or any person for whom Contractor is at law responsible shall be and remain the sole and exclusive property and responsibility of Contractor and shall not become the property or responsibility of the Owner, notwithstanding their incorporation into or affixation to the site as part of the Work, and notwithstanding any termination or expiration of the Project. Any resulting Environmental Contaminants at the site in respect of any Hazardous Substances so brought onto the site and the remediation and/or removal thereof and the cost of such remediation and/or removal shall be the sole responsibility of the Contractor.

#### 1.13 SPILL PREVENTION PLAN

- .1 The Contractor shall prepare, submit, and implement a Spill Prevention Plan (a "Spill Prevention Plan"). The Spill Prevention Plan shall describe the measures the Contractor will take to prevent Spills of liquid chemicals, fuels and lubricants, and manage or otherwise mitigate the effects of any such Spills to construction personnel and the environment during the term of the Project. The Spill Prevention Plan shall consider site-specific characteristics, and include, at a minimum, the following:
  - .1 the types and nature of liquid chemicals, fuels and lubricants to

- be used during the performance of the initial Works;
  - .2 the facilities and procedures to be used for storing and handling such materials, including Spill response, containment and clean-up materials;
  - .3 monitoring and inspection procedures, including monthly inspections of Spill response and safety equipment, to ensure that management requirements are maintained and that inspections are documented;
  - .4 employee training on the storage and use of liquid chemicals, fuels and lubricants and the prevention of Spills;
  - .5 subsurface infrastructure (for example, weeping tile, infiltration galleries, etc.) that may influence the destination of any Spill material;
  - .6 the identification of municipal and natural discharge locations (for example, municipal catch basins) and drainage pathways on the Site, and a description of the direction of flow in the event of a Spill;
  - .7 Spill response procedures for each type of material that may be spilled, and the various environmental media that may be affected (for example, atmosphere, water bodies, ground surface);
  - .8 procedures for clean-up and restoration of surfaces and environmental media that may be affected by the Spill; and
  - .9 procedures for notification and reporting of Spill events to Contractor and to Authorities Having Jurisdiction, as applicable.
- 
- .2 The Contractor shall submit the Spill Prevention Plan to the for review and Acceptance.
  - .3 The Contractor shall ensure that a hard copy of the latest revision of the Spill Prevention Plan is available in all site trailers and all site offices.
  - .4 After each and any occurrence of a Spill, irrespective of the quantity or characteristics of the material spilled, the Contractor shall prepare and submit a spill prevention occurrence report (a "Spill Prevention Occurrence Report") to the Consultant. The Spill Prevention Occurrence Report shall summarize how all Spill Prevention Plan activities were implemented during the remediation and management of the occurrence of the Spill and the associated outcomes.

#### 1.14 DESIGNATED SUBSTANCES AND HAZARDOUS SUBSTANCE MANAGEMENT PLAN

- .1 The Contractor shall review the "Designated Substances Survey Report – Matheson Station".
- .2 The Contractor shall prepare and implement a Designated Substances and Hazardous Substance Management Plan (a "Designated Substances and Hazardous Substance Management Plan"). The Contractor shall submit the Designated Substances and Hazardous Substance Management Plan for review and Acceptance. The Designated Substances and Hazardous Substance Management Plan shall describe:
  - .1 how the Contractor will manage all Designated Substances and

- Hazardous Substance, including, but not limited to, abatement, handling, transportation, testing, removal, disposal and/or ultimate disposition of all Designated Substances and Hazardous Substance determined to be present, or generated as part of the Works;
- .2 the general principles that the Contractor will apply for managing the necessary removal of Designated Substances and Hazardous Substances;
  - .3 the Contractor's over-arching Designated Substances and Hazardous Substance management strategy in terms of sustainable principles and compliance with Environmental Laws and best practice;
  - .4 locations of Designated Substances and Hazardous Substances to be abated, managed or removed by Contractor during the Work. The Contractor shall carry out necessary testing for Designated Substances and Hazardous Substances under section 30 of the Occupational Health and Safety Act (Ontario), and under section 8 Regulation 278/05, and protect workers from working with or in proximity to or from being otherwise exposed to Designated Substances at the Site or the Works. The Designated Substances and Hazardous Substance Management Plan shall describe all applicable processes for same;
  - .5 the Contractor's protocols for safe handling, abatement, management, and removals, including disposal requirements;
  - .6 how the Contractor will ensure that no adverse impacts will result to adjacent properties during the abatement, handling, management or removal of Designated Substances and Hazardous Substances;
  - .7 how the Contractor will conduct its activities in compliance with the Occupational Health and Safety Act (Ontario) and all applicable law and industry practices;
  - .8 the further necessary measures the Contractor will take to ensure the safety of all personnel accessing the Site and the Works, to the standards of applicable Occupational Health and Safety Law;
    - .1 the Contractor's contingency plans to mitigate adverse impacts; and
    - .2 the Contractor's reporting procedures to document and report to the Owner how all testing, management activities, best practices and mitigation measures have been implemented.
  - .3 Contractor acknowledges that section 30(5) of the Occupational Health and Safety Act (Ontario) shall not apply to the circumstances of the site and the Works of the Owner, given the obligations of the Contractor set out in Section 1.13.2.4.
  - .4 The Contractor shall prepare and submit a Designated Substances and Hazardous Substance implementation report (a "Designated Substances and Hazardous Substance Implementation Report") to the Consultant for Acceptance. The Designated Substances and Hazardous Substance Implementation Report shall summarize how all Designated Substances and Hazardous Substance

Management Plan activities were implemented during the Works and the associated outcomes.

## 1.15 OTHER ENVIRONMENTAL MATTERS

### .1 Organic Materials

.1 Organic materials from excavation operations may contain peat, topsoil and subsoil materials. Contractor shall remove these materials from the Site in accordance with Environmental Laws and best practice. The Contractor shall not allow burial or reuse of any excavated organic materials on the site.

### .2 Protection/Decommissioning of Existing Monitoring Wells

- .1 The Contractor shall be responsible for temporary protection and final decommissioning of all existing or newly installed monitoring wells in accordance with Ontario Regulation 903 under the Ontario Water Resources Act (Ontario), as directed by the Owner, including with respect to:
- .1 any and all monitoring wells installed as part of geotechnical, environmental, or hydrogeological investigations in connection with the Project; and
  - .2 all wells installed as part of the studies undertaken by the Owner and that were provided as part of the project background information.
- .2 The Contractor shall, prior to Ready-for-Takeover (unless the Owner provides an alternative timing), decommission any wells installed by the Contractor as part of its own investigation and monitoring work as necessary to complete the Works.

## 2 Products

### 2.01 NOT USED

## 3 Execution

### 3.01 NOT USED

### 3.02 END OF SECTION



## 1 GENERAL

### 1.01 SUMMARY

- .1 This Section references laws, bylaws, ordinances, rules, regulations, codes, orders of Authority Having Jurisdiction (AHJ), and other legally enforceable requirements applicable to the Work and that are or become enforced during performance of the Work.

### 1.02 REFERENCE STANDARDS AND REFERENCE DOCUMENTS

- .1 If specified referenced standards do not indicate an edition or version, the latest edition or revision issued by the publisher at the time of RFP closing shall apply, except as follows:
  - .1 If a particular edition or revision date of a specified standard is referenced in an applicable code or other regulatory requirement, the edition or version in the regulatory reference shall apply.
- .2 The specified reference standards establish minimum requirements. If Contract Documents indicate requirements that conflict with a reference standard, the more stringent requirements shall apply.
- .3 If multiple reference standards are specified and the standards establish different requirements, the most stringent requirement shall apply.
- .4 In case of discrepancy or uncertainties, refer to the Consultant for interpretation or clarification.
- .5 Canadian Construction Documents Committee (CCDC)
  - .1 CCDC 2-2020, Stipulated Price Contract.

### 1.03 CODES

- .1 Building Code: Perform Work in accordance with the Ontario Building Code including amendments up to the time of RFP closing and other codes of provincial or local application.
- .2 Fire Code: Perform Work in accordance with the Ontario Fire Code 2020 including amendments up to the time of RFP closing and other codes of provincial or local application.
- .3 Energy Code: Perform Work in accordance with the National Energy Code of Canada for Buildings (NECB) 2020 and Part 12 of OBC Resource Conservation and Environmental Integrity and Supplementary Standard SB-10 whichever is more stringent, including amendments up to the time of RFP closing and other codes of provincial or local application.
- .4 Plumbing Code: Perform Work in accordance with Ontario Plumbing Code Part 7 of OBC. including amendments up to the time of RFP closing and other codes of provincial or local application.
- .5 If there is a conflict or discrepancy between codes, the most stringent requirements shall apply.

- .6 Specific design and performance requirements listed in Specifications and indicated on Drawings may exceed minimum requirements established by referenced Codes; these requirements will govern over the minimum requirements listed in the referenced Codes.

#### **1.04 FEES**

- .1 Except as otherwise specified, Contractor shall apply for, obtain, and pay fees associated with permits, licenses, certificates, and approvals required by regulatory requirements and Contract Documents, based on General Conditions of Contract and the following:
  - .1 Regulatory requirements and fees in force at the time of RFP closing, and
  - .2 A change in regulatory requirements or fees scheduled to become effective after the time of RFP closing and of which public notice has been given before the time of RFP closing.

## **2 PRODUCTS**

#### **2.01 EASEMENTS AND NOTICES**

- .1 Owner will obtain permanent easements and rights of servitude that may be required for performance of the Work.
- .2 Contractor shall give notices required by regulatory requirements.

#### **2.02 PERMIT REQUIREMENTS**

- .1 Construction Related Permits:
  - .1 If required, MTO Building and Land Use Permits will be obtained by the Owner.
  - .2 Obtain and pay for all other required Certificates, Licenses and other permits required by regulatory municipal, provincial or federal authorities to complete the Work.
  - .3 Contractor will require that specific Subcontractor[s] obtain and pay for permits required by authorities having jurisdiction (AHJ), where their work is affected by work requiring permits.
  - .4 Contractor shall display permits in a conspicuous location at the Place of the Work.
- .2 Occupancy Permits:
  - .1 Contractor shall apply for obtain and pay for any required permits and or certificates where required by AHJ.
  - .2 Contractor shall correct deficiencies in accordance with the Consultant's instruction. If a deficiency is not corrected, the Owner reserves the right to make correction and charge Contractor for costs incurred.
  - .3 Contractor shall turn all permits and certificates over to Owner.

END OF SECTION

## **1 GENERAL**

### **1.01 REFERENCE STANDARDS**

- .1 Canadian Construction Documents Committee (CCDC)
  - .1 CCDC 2-2020, Stipulated Price Contract.
- .2 ASTM International (ASTM):
  - .1 ASTM E329-[20]Standard Specification for Agencies Engaged in Construction Inspection, Testing, or Special Inspection
- .3 International Organization for Standardization (ISO):
  - .1 ISO 9001: [2015], Quality Management Systems – Requirements

### **1.02 SUMMARY**

- .1 This section describes administrative and procedural requirements for proactive Contractor activities to assure the quality of construction before and during execution of the Work.

### **1.03 RELATED REQUIREMENTS**

- .1 Section 01 33 00 – Submittal Procedures.
- .2 Section 01 45 00 – Quality Control

### **1.04 ADMINISTRATIVE REQUIREMENTS**

- .1 Contractor is responsible for self-performed testing and inspections and submittal of test reports to the Consultant.
- .2 The Owner may employ and pay for quality audit services performed through third-party observation and testing to validate the Contractor's performance of the Work and perform whole Work testing at completion of Project.
- .3 Contractor to provide a Quality management system that establishes a standardized approach to managing quality of materials and workmanship during the execution of Work in accordance with ISO 9001. The quality management system shall consist of plans, procedures, and organization necessary to produce complete the Work in compliance with the Contract Document requirements.

### **1.05 ACTION AND INFORMATION SUBMITTALS**

- .1 Submit in accordance with Section 01 33 00 – Submittal Procedures.
- .2 Submit a Quality Management Plan to the Consultant for review and Acceptance prior to Preconstruction meeting.

- .1 The plan shall identify personnel, procedures, control, instructions, test, records, and forms to be used. The Owner will consider an interim plan for the first twenty (20) Working Days of operation. The Contractor may begin mobilization during the interim period.
- .2 The Work will be permitted to begin only after Acceptance of the Quality Management Plan or Acceptance of an interim plan applicable to the portion of the Work to be started.
- .3 The Quality Management Plan shall include, as a minimum, the following to cover all Work both at the Place of the Work, and in off-site locations (such as manufacturing facilities), including Work by Subcontractors, fabricators, suppliers, and purchasing agents:
  - .1 A description of the quality control organization, including a chart showing lines of authority and acknowledgment that the quality control staff shall implement the three-phase control system for all aspects of the work specified. The staff shall include the person responsible for quality who shall report to the Contractor's project manager.
  - .2 The name, qualifications (in resume format), duties, responsibilities, and authorities of each person assigned a quality control function.
  - .3 A copy of the letter to the person responsible for quality signed by an authorized official of the firm which describes the responsibilities and delegates sufficient authorities to adequately perform the functions of person responsible for quality, including authority to stop work that is not in compliance with the Contract Documents. The person responsible for quality shall issue letters of direction to all other various quality control representatives outlining duties, authorities, and responsibilities. Copies of these letters will also be supplied to the Consultant.
  - .4 Procedures for scheduling, reviewing, certifying, and managing Submittals, including those of Subcontractors, offsite fabricators, suppliers, and purchasing agents. These procedures shall be in accordance with the Contract Documents.
  - .5 Control, verification, and acceptance testing procedures for each specific test to include the test name, specification paragraph requiring test, portion of the Work to be tested, test frequency, and person responsible for each test.
  - .6 Procedures for tracking preparatory, initial, and follow-up control phases and control, verification, and acceptance tests, including documentation.
  - .7 Procedures for tracking defects and deficiencies from identification through Acceptable corrective action. These procedures will establish verification that identified deficiencies have been corrected.
  - .8 Reporting procedures, including proposed reporting formats.
  - .9 A list of the definable features of Work. A definable portion of the Work is a task which is separate and distinct from other tasks and has separate control requirements. This list will be agreed upon with the Consultant during a coordination meeting.

- .10 Acceptance of the Contractor's Quality Management Plan is required prior to the start of the Work. Acceptance is conditional and will be predicated on satisfactory performance during the Work.
- .11 The Owner reserves the right to require the Contractor to make changes in its Quality Management Plan and operations, as necessary, to obtain the quality specified.
- .12 Refer to the Contract Documents for additional requirements.
- .4 Submit a detailed testing and inspections schedule for Acceptance to the Consultant in accordance with the Contractor's Quality Management Plan.
- .5 Submit certificates for Products, process and system for Acceptance by the Consultant.
- .6 Submit formal testing and inspections reports per ASTM E329 and as indicated in Specifications to the Consultant in accordance with the Contract Documents.
- .7 Submit one digital copy of each Quality Assurance inspection and test report to the Consultant, except where Specifications indicate otherwise.
- .8 Submit mill test certificates, as required, in technical Specifications and as indicated on Drawings.

#### **1.06 Quality Control Organization:**

- .1 The requirements for the quality control organization are a person responsible for quality and sufficient number of additional qualified personnel to ensure compliance to Contract Documents.
- .2 Provide a quality control organization which shall be available at all times during progress of the Work and with complete authority to take any action necessary to ensure compliance with the Contract Documents.

#### **1.07 QUALIFICATIONS**

- .1 Manufacturers' Qualifications:
  - .1 specializes in manufacturing the Products specified in the Specifications.
  - .2 minimum three (03) years documented experience with a record of successful performance.
- .2 Suppliers' Qualifications:
  - .1 authorized to distribute manufacturer's Products
  - .2 has capacity to supply required Products without delaying the Project
- .3 Fabricators' Qualifications:
  - .1 experienced in producing Products required for this Project
  - .2 successful record of in-service performance
  - .3 sufficient production capacity to fabricate required Products without delaying the

Project

- .4 Installer Qualifications:
  - .1 firm or individual experienced in design and installation, application, and erection of materials to the extent required for this Project
  - .2 successful record of in-service performance
- .5 Testing and Inspecting Agency Qualifications:
  - .1 accredited organizations by the Standards Council of Canada for testing and inspection
  - .2 capable of reliably performing testing of building products and inspections of construction activities in accordance with ISO 9001 and ASTM E329.
- .6 Licensed Professionals Qualifications:
  - .1 individual registered or licensed to practice their respective design profession as defined by the statutory requirements of the professional registration laws of the province, state or jurisdiction in which the Project is to be constructed.

## 1.08 CERTIFICATIONS

- .1 Ensure that certification of Products, processes, and systems includes physical and examination testing as specified in ASTM E329 SO 9001 to confirm compliance with Specifications requirements.

## 1.09 COORDINATION

- .1 Coordinate and schedule tests and inspections with accredited testing, inspection agencies as indicated in Contract Documents and in accordance with ASTM E329 requirements.
- .2 Coordinate Contractor's Quality Management system with the Consultant for reporting, scheduling access and incidental labor required by Quality Auditor's reports if required.
- .3 When attendance is required, notify the Consultant in advance before proceeding with tests and inspections, and additional tests and inspections as may be reasonably requested by the Consultant.
- .4 Coordinate testing and inspections schedule with Subcontractor, testing agencies, and other affected parties.

## 1.10 SITE SAMPLES

- .1 Testing agency is responsible for obtaining representative samples of those materials required to be tested and evaluated in accordance with the Contractual Documents.
- .2 Ensure testing agency performs sampling in accordance with ASTM E329.
  - .1 When sampling collection is required by testing agency, ensure proper protection, handling and storing of samples.

- .3 Testing agency to document procedures and appropriate techniques to select samples.
- .4 Record details of environmental conditions present during the sampling, such as rain or freezing weather that may affect testing of sample or interpretation of test results.

### 1.11 Mock-ups

- .1 Mock-ups can be used as a reference for assessing quality of workmanship and site-applied finishes as requested in the Project's Contract Documents.
- .2 Prepare mock-ups for Work specifically requested in Specifications. Except when required in other sections, obtain the Consultant's Acceptance to construct and install mock-ups. When not required, Contractor shall indicate the use of mock-ups in their Quality Management Plan.
- .3 Assemble mock-ups at the Place of the Work in locations acceptable to the Consultant, or where location is indicated in the technical Specifications.
- .4 Schedule mock-ups ready for the Consultant review and Acceptance in orderly sequence, to avoid delays in Work.
  - .1 Failure to prepare mock-ups in ample time is not considered sufficient reason to request an extension of Contract Time. Claims for extension of Contract Time by reason of such default will not be considered.
- .5 Consult with the Consultant in scheduling dates for construction and review of mock-ups. Provide sufficient notice as directed by the Consultant.
- .6 Construct mock-ups using materials, finishes, colours, and methods proposed for the completed Work. Mock-ups to demonstrate proposed workmanship and range of aesthetic appearance.
- .7 Where a mock-up represents or affects multiple Specification sections, coordinate activities to ensure mock-ups are complete.
- .8 Modify or replace mock-ups when unacceptable to the Consultant.
- .9 Maintain acceptable mock-ups in an undisturbed condition as a standard for judging the completed Work.
- .10 Demolish and remove mock-ups at conclusion of the Work or when Acceptable to the Consultant.

**END OF SECTION**



## **1 GENERAL**

### **1.01 REFERENCE STANDARDS**

- .1 Canadian Construction Documents Committee (CCDC)
  - .1 CCDC 2-2020, Stipulated Price Contract.

### **1.02 ACTION AND INFORMATIONAL SUBMITTALS**

- .1 Submit in accordance with Section 01 33 00 - Submittal Procedures.

### **1.03 TEMPORARY ELECTRICITY**

- .1 When Electrical power is not available at site, make all necessary arrangements and pay for all costs for a temporary electrical service of sufficient capacity to supply temporary lighting, operation of power tools, cranes and equipment for all construction, implementation, and inspection and testing purposes. Supply and install necessary temporary cables and other electrical equipment and make all temporary connections as required. If generators are used, they should be of the kind that minimize noise impact to surrounding areas and residents.
- .2 Arrange for connection with appropriate utility company. Pay costs for installation, maintenance, and removal.
- .3 When Electrical power supply is available at site and supply is metered to ONTC, subject to agreement of the Consultant, it may be provided for construction use at no cost. Contractor shall ensure their use shall not cause the overall use to exceed supply voltage and capacity. Connect to existing power supply in accordance with Canadian Electrical Code.
- .4 Electrical power systems installed under this Contract may be used for construction requirements only with prior approval from the Consultant if warranties are not affected. Repair damage to electrical system caused by the Contractor's use under this Contract.
- .5 Temporary power distribution wiring shall comply with Ontario Electrical Safety Code. Obtain inspection certificates for temporary electrical work.

### **1.04 TEMPORARY FIRE PROTECTION**

- .1 Provide and maintain temporary fire protection equipment during performance of Work in accordance with Section 01 35 35 – Fire Safety Protection.

### **1.05 TEMPORARY HEATING COOLING AND VENTILATING**

- .1 Provide temporary heating as required during construction period, including attendance, maintenance and fuel.
- .2 Construction heaters used inside building must be vented to outside or be of the flameless (vent free) type. Solid fuel salamanders are not permitted.

- .3 Provide temporary heat and ventilation in enclosed areas as required to:
  - .1 Facilitate progress of Work.
  - .2 Protect Work and Products against dampness and cold.
  - .3 Prevent moisture and condensation on surfaces.
  - .4 Provide ambient temperatures and humidity levels for storage, installation, and curing of materials.
  - .5 Provide adequate ventilation to meet health regulations for safe working environment.
- .4 Maintain minimum temperatures recommended by applicable codes and regulations in areas where construction is in progress.
- .5 Ventilating:
  - .1 Prevent accumulations of dust, fumes, mists, vapours, or gases in occupied areas during construction.
  - .2 Provide local exhaust ventilation to prevent harmful accumulation of hazardous substances into atmosphere of occupied areas.
  - .3 Dispose of exhaust materials in a manner that will not result in harmful exposure to persons.
  - .4 Ventilate storage spaces containing hazardous or volatile materials.
  - .5 Ventilate temporary sanitary facilities.
  - .6 Continue operating ventilation and exhaust system after cessation of work process until complete removal of harmful contaminants is ensured.
- .6 Permanent heating, ventilating, and air conditioning system of building must not be used.

#### 1.06 TEMPORARY LIGHTING

- .1 Provide and maintain temporary lighting throughout Project. Ensure level of illumination on all work area is suitable and will meet or exceed the requirement of Health and Safety regulations and as per applicable codes and standards.
- .2 Electrical lighting systems installed under this Contract may be used for construction requirements only with prior approval of the Consultant if warranties are not affected.
  - .1 Repair damage to lighting systems caused by use under this Contract.
  - .2 Replace lamps that have been used for more than [3] months.
- .3 Temporary lighting installed under this Contract shall not cause light nuisance and or adversely impact ONTC Operations and surrounding areas and properties. Make adjustments to the satisfaction of Owner.

#### 1.07 TEMPORARY SANITARY FACILITIES

- .1 Provide sanitary facilities in accordance with Occupational Health and Safety requirements in the

Place of the Work. Use of Owner's existing sanitary facilities or new sanitary facilities is not allowed.

**1.08 TEMPORARY TELECOMMUNICATIONS**

- .1 If required, provide and pay for temporary telephone, data hook up equipment necessary for own use and use of the Consultant.

**1.09 TEMPORARY WATER**

- .1 When available, Owner will provide water for construction use. Otherwise, the Contractor will be responsible for the water supply and all associated costs.
- .2 Arrange for connection with appropriate utility company and pay costs for installation, maintenance, and removal as required.

**2.01 INSTALLATION AND REMOVAL**

- .1 Provide temporary utilities to execute Work expeditiously.
- .2 Remove all such temporary utilities from site after use.
- .3 Be responsible for the careful and reasonable use of Owner-supplied utilities. Make good and remediate any damage caused by use under this contract.
- .4 Pay costs for installation, maintenance and removal.

**END OF SECTION**

## **1 GENERAL**

### **1.01 SUMMARY**

**1.02** This section includes general requirements relating to commissioning (Cx) of Project components and systems, specifying general requirements for performance verification (PV) of components, equipment, sub-systems, systems, and integrated systems.

### **1.03 REFERENCE STANDARDS**

- .1 Canadian Construction Documents Committee (CCDC)
  - .1 CCDC 2-2020, Stipulated Price Contract.

### **1.04 RELATED REQUIREMENTS**

- .1 Section 01 31 19 – Project Meetings
- .2 Section 01 32 16.16 Construction Progress Schedule Critical Path Method
- .3 Section 01 45 00 - Quality Control.
- .4 Section 01 77 00 - Closeout Procedures.
- .5 Section 01 78 00 - Closeout Submittals.
- .6 Section 01 79 00 - Demonstration and Training.
- .7 01 91 13.13 – Commissioning Plan
- .8 01 91 13.16 – Commissioning Forms

### **1.05 ABBREVIATIONS**

- .1 AFD: Alternate Forms of Delivery, service provider
- .2 Cx: Commissioning
- .3 EMCS: Energy Monitoring and Control Systems
- .4 O&M: Operations and Maintenance.
- .5 PI: Product Information
- .6 PV: Performance Verification
- .7 TAB: Testing, Adjusting and Balancing.

### **1.06 ADMINISTRATIVE REQUIREMENTS**

.1 Coordination:

- .1 The Consultant will observe some or all commissioning activities at their discretion.
- .2 Owner's Performance Testing: Performance testing of equipment or systems by the Owner or the Consultant will not relieve Contractor from compliance with specified start-up and testing procedures.
- .3 Cooperate fully with the Owner and the Consultant during stages of Acceptance and Ready-for-Takeover.
- .4 Coordination with Authorities Having Jurisdiction (AHJ):
  - .1 Where specified start-up, testing or commissioning procedures duplicate verification requirements of AHJ, arrange for AHJ to witness procedures to avoid duplication of tests and to facilitate an earlier acceptance of equipment or facility.
  - .2 Obtain certificates of approval, acceptance, and compliance with rules and regulations of AHJ.
  - .3 Submit copies of certificates to the Consultant within three (03) days of test.

.2 Commissioning Meetings:

- .1 Arrange Cx meeting(s) as per this section and in accordance with other Specification sections.
- .2 Provide agenda, in accordance with section 01 91 13 – Project Meetings, a minimum of five (05) Working Days before meeting(s).
- .3 Use Cx meetings to resolve issues, monitor progress, and identify defects and deficiencies relating to Cx.
- .4 Continue Cx meetings on a regular basis, including during equipment start-up period, and functional testing period until commissioning deliverables have been addressed.
- .5 At 60% construction completion stage arrange a separate Cx scope meeting to review progress, discuss schedule of equipment start-up activities and prepare for Cx. Additional agenda topics include the following:
  - .1 Review duties and responsibilities of Contractor and Subcontractors, addressing delays and potential problems.
  - .2 Determine the degree of involvement of Subcontractors and manufacturer's representatives in the Cx process.
- .6 Ensure Subcontractors and relevant manufacturer representatives are present at 60% construction completion stage, at subsequent Cx meetings, and when otherwise required.

.3 Observation of Starting and Testing:

- .1 Provide twenty (20) Working Days' notice before beginning commissioning.

- .2 The Owner and the Consultant will observe start-up and testing.
- .3 The Consultant and/or Owner may be present at tests performed and documented by Subcontractors, suppliers, and equipment manufacturers.
- .4 Conflicts:
  - .1 Report conflicts between requirements of this section and other sections to the Consultant and obtain interpretation or clarification before starting commissioning work.
  - .2 Failure to report conflicts and obtain interpretation or clarification will result in application of the more stringent requirement.
- .5 Excess Administration:
  - .1 Contractor shall pay the costs related to Consultant's excess contract administration if third and subsequent verifications occur where:
    - .1 Verification of reported results fail to receive the Owner or Consultant's Acceptance.
    - .2 Repetition of second verification again fails to receive Acceptance.
    - .3 The Consultant deems Contractor's request for second verification was premature.
  - .2 The cost of the Consultant's excess contract administration will be based on a rate of \$260 per hour.

#### **1.07 ACTION AND INFORMATIONAL SUBMITTALS**

- .1 Submit in accordance with Section 01 33 00 - Submittal Procedures.
  - .1 Submit, for review and Acceptance, no later than six (06) weeks after award of Contract:
    - .1 draft Cx documentation and
    - .2 preliminary Cx schedule.
  - .2 Request changes to Submittals in writing to the Consultant and obtain written Acceptance or rejection at least eight (8) weeks before start of Cx.
  - .3 Where Cx procedures are not specified, submit proposed ones to the Consultant and obtain written Acceptance at least eight (8) weeks before start of Cx.
  - .4 Submit additional documentation relating to Cx process as required by the Consultant.
  - .5 If instruments installed in Contract will be used for Cx of TAB and PV, then submit TAB and PV instrument calibration certificates for review.
  - .6 Submit EMCS sensor calibration certificates.
- .2 Commissioning Schedule:

- .1 Create and submit detailed Cx schedule in accordance with section 01 32 16.16 – Construction Progress Schedule and section 01 91 13.13 – Commissioning Plan. The Contractor shall ensure the Cx schedule is incorporated into the Construction Schedule.
- .2 Allow in the schedule adequate time for Cx activities such that activities are completed prior to the required occupancy date, including commissioning activities prescribed in the Specifications including:
  - .1 Acceptance of Cx reports
  - .2 Verification of reported results
  - .3 Repairs, retesting, re-commissioning, and re-verification
  - .4 Training
- .3 Start-Up Documentation:
  - .1 Assemble start-up documentation and submit to the Consultant for review and Acceptance before beginning commissioning.
  - .2 Start-up documentation to include:
    - .1 Factory and on-site test certificates for specified equipment.
    - .2 Pre-start-up inspection reports.
    - .3 Signed installation/start-up checklists.
    - .4 Start-up reports.
    - .5 Step-by-step description of complete start-up procedures so the Consultant or Owner can repeat start-up at any time.
- .4 Submit for review and Acceptance:
  - .1 Complete list of proposed instruments and equipment to perform commissioning.
  - .2 List data including, serial number, current calibration certificate, calibration date, calibration expiry date and calibration accuracy.
- .5 Commissioning Documentation:
  - .1 Submit completed Cx documentation to Consultant for review and Acceptance.

## 1.08 MAINTENANCE MATERIALS SUBMITTALS

- .1 Supply and document maintenance materials, spare parts, and special tools as specified in other Specification sections.

## 1.09 SITE CONDITIONS

- .1 Where Cx of weather-dependent, occupancy-dependent, or seasonally-dependent equipment or

systems cannot be conducted under near-rated or near-design conditions, extrapolate part-load results to design conditions, if acceptable to the Consultant, with manufacturer's assistance in accordance with equipment manufacturer's instructions, data, and approved formulae.

## 2 PRODUCTS

### 2.01 NOT USED

- .1 Not used.

## 3 EXECUTION

### 3.01 GENERAL

- .1 Cx is a planned program of tests, procedures and checks carried out systematically on systems and integrated systems of the finished Project. Perform Cx after systems and integrated systems are completely installed, functional and Contractor's Performance Verification responsibilities have been completed and Accepted. Complete Cx in the most effective and timely manner available.
  - .1 Objectives: Verify that installed equipment, systems and integrated systems operate in accordance with Contract Documents and design criteria and intent.
- .2 Contractor shall be responsible for the entire Cx process, operating equipment and systems, troubleshooting, and making adjustments as required.
  - .1 Operate systems at full capacity under various modes to determine if they function correctly and consistently at peak efficiency. Systems should interact with each other as intended in accordance with Contract Documents and design criteria.
  - .2 Make adjustments as needed, during these checks, to enhance performance and meet environmental or user requirements.

### COMMISSIONING OVERVIEW

- .1 Refer to Section 01 91 13.13 - Commissioning Plan for additional Cx responsibilities.
- .2 Cx activities supplement the site quality control and testing procedures described in relevant technical Specification sections.
- .3 Conduct Cx in coordination with other activities carried out during the Project delivery stages.
- .4 Cx shall identify issues early on in the construction stages, which are addressed during Construction and Cx stages. This step ensures the built facility meets functional and operational requirements while operating as intended under weather, environmental and occupancy conditions. Cx activities include the transfer of critical knowledge to the Owner's facility operations personnel.
- .5 The Owner will verify *Ready-For-Takeover* has been achieved in accordance with the requirements of GC 12.1.1 and after:



- .1 Completed Cx documentation has been received, reviewed for suitability, and reviewed and Accepted by the Consultant.
- .2 Equipment, components and systems have been commissioned, and
- .3 O&M training has been completed.

### 3.02 PRE-COMMISSIONING REVIEW

- .1 Before Construction:
  - .1 Review Contract Documents and confirm in writing to the Consultant the following:
    - .1 Adequacy of provisions for Cx.
    - .2 Aspects of design and installation pertinent to success of Cx.
- .2 During Construction:
  - .1 Coordinate provision, location, and installation of provisions for Cx.
- .3 Before Beginning Cx:
  - .1 Verify Cx Plan, documentation and schedules are up-to-date.
  - .2 Verify installation of related components, equipment, systems, and sub-systems are complete.
  - .3 Review Cx requirements and procedures.
  - .4 Verify documentation used for the Cx process is shelf-ready (bound, organized, indexed, etc.).
  - .5 Review design criteria and intent, and special features to ensure full understanding.
  - .6 Submit complete start-up documentation to Consultant for Acceptance.
  - .7 Verify systems have been cleaned thoroughly.
  - .8 Complete TAB procedures on systems and submit TAB reports to Consultant for review and Acceptance.
  - .9 Verify "As-Built" system schematics are available.
- .4 Inform Consultant in writing of defects and deficiencies in installed Work together with plan for rectification.

### 3.03 STARTING AND TESTING

- .1 Contractor to bear all costs associated with Cx activities, including, but not limited to, costs of the following:
  - .1 inspections, including disassembly and re-assembly after approval, and for starting, testing, adjusting, and;

- .2 temporary testing equipment.
- .3 required personnel and test equipment.

### 3.04 PERFORMANCE VERIFICATION TOLERANCES

- .1 Application Tolerances:
  - .1 A specified range of acceptable deviations of measured values from specified values or specified design criteria except for special areas that shall be within +/- 10% of specified values.
- .2 Instrument Accuracy Tolerances:
  - .1 To be of higher order of magnitude than equipment or system being tested.
- .3 Measurement Tolerances During Verification:
  - .1 Unless otherwise specified, actual values shall be within +/- 2% of recorded values.

### 3.05 MANUFACTURER SERVICES

- .1 During factory testing, manufacturer, through the Contractor, to:
  - .1 Coordinate time and location of testing.
  - .2 Arrange for Consultant to observe testing.
  - .3 Submit testing documentation for review and Acceptance by Consultant.
  - .4 Obtain written Acceptance of test results and documentation from the Consultant before delivery to site.
- .2 Obtain manufacturer's installation, start-up and operations instructions before start-up of components, equipment and systems, and review with Consultant.
  - .1 Compare completed installation with manufacturer's published data, record discrepancies, and review with manufacturer.
  - .2 Modify procedures that may be detrimental to equipment performance and review with manufacturer before start-up.
- .3 Integrity of warranties:
  - .1 Use manufacturer's trained start-up personnel where specified in other Specification sections or where required to maintain integrity of warranty.
  - .2 Verify with manufacturer that testing as specified will not void warranties.
- .4 Qualifications of manufacturer's personnel:
  - .1 Experienced in design, installation and operation of equipment and systems.

- .2 Ability to interpret test results accurately.
- .3 Report results in clear, concise, logical manner.

### **3.06 COMMISSIONING PROCEDURES**

- .1 Verify that equipment and systems are complete, clean, and operating in a normal and safe manner before conducting start-up, testing and Cx.
- .2 Conduct start-up and testing in the following distinct phases:
  - .1 Included in delivery and installation:
    - .1 Verification of conformity to Specification, reviewed and Accepted Shop Drawings and completion of PI report forms.
    - .2 Visual inspection of quality of installation.
  - .2 Start-up: Follow accepted start-up procedures.
  - .3 Operational testing: Document equipment performance.
  - .4 System PV: Include repetition of tests after correcting deficiencies.
  - .5 Post-Substantial Performance Verification: To include fine-tuning.
- .3 Correct deficiencies and obtain Acceptance from the Consultant after distinct phases have been completed and before beginning the next phase.
- .4 Document required tests on approved PV forms.
- .5 Failure to follow accepted start-up procedures may result in re-evaluation of equipment by an independent testing agency selected by the Owner. If evaluation report indicates that equipment start-up procedure was deficient and resulted in equipment damage, perform the following:
  - .1 Minor equipment/systems: Perform corrective measures acceptable to the Consultant .
  - .2 Major equipment/systems: If evaluation report indicates that equipment damage is minor, perform corrective measures acceptable to the Consultant.
  - .3 If evaluation report indicates that major equipment damage has occurred, the Consultant will reject equipment.
    - .1 Remove rejected equipment from site and replace with new equipment.
    - .2 Perform specified start-up procedures on new equipment/systems.

### **3.07 OPERATION AND MAINTENANCE OF EQUIPMENT AND SYSTEMS**

- .1 After start-up, operate and maintain equipment and systems as directed or recommended by equipment/system manufacturer.
- .2 With manufacturer's assistance, develop written maintenance program and submit to Consultant

for review and Acceptance before implementation.

- .3 Operate and maintain systems for length of time required for commissioning to be completed.
- .4 After completion of commissioning, operate and maintain systems until issuance of certificate of Substantial Completion.

### **3.08 TEST RESULTS**

- .1 If start-up, testing, or PV produce unacceptable results, repair, replace or repeat specified starting or PV procedures until acceptable results are achieved.
- .2 Provide labor and materials and assume costs for re-commissioning.

### **3.09 START OF COMMISSIONING**

- .1 Notify Consultant at least ten (10) Working Days before start of Commissioning
- .2 Start Cx after elements affecting start-up and performance verification of systems have been completed.

### **3.10 TEMPORARY INSTRUMENTS AND EQUIPMENT**

- .1 Provide all required instruments and equipment required to complete commissioning.

### **3.11 COMMISSIONING PERFORMANCE VERIFICATION**

- .1 Carry out Cx:
  - .1 under actual and accepted simulated operating conditions, over entire operating range, and in all modes, and
  - .2 on independent systems and interacting systems.
- .2 Cx procedures to be repeatable and reported results are to be verifiable.
- .3 Follow equipment manufacturer's operating instructions.
- .4 Where applicable, make EMCS trending information available as supporting documentation for performance verification.

### **3.12 EXTENT OF VERIFICATION**

- .1 Laboratory areas:
  - .1 Provide labour and instrumentation to verify up to 100% of reported results.
- .2 Elsewhere:
  - .1 Provide labour and instrumentation to verify up to 30% of reported results, unless otherwise specified in other Specification sections.

- .3 Number and location to be at discretion of the Consultant.
- .4 Conduct tests repeated during verification under same conditions as original tests, using same test equipment, and instrumentation.
- .5 Review and repeat commissioning of systems if inconsistencies found in more than 20% of reported results.
- .6 Perform additional commissioning until results are Acceptable to the Consultant.

### **3.13 INSTALLED INSTRUMENTATION**

- .1 Use instruments installed under Contract for TAB and PV if:
  - .1 Accuracy complies with this Specification section.
  - .2 Calibration certificates have been submitted to Consultant.
- .2 Calibrated EMCS sensors may be used to obtain performance data if sensor calibration has been completed and accepted.

### **3.14 DEFICIENCIES DISCOVERED DURING COMMISSIONING**

- .1 Correct defects and deficiencies found during the Cx process. Re-verify equipment and components within the defective or deficient system to verify proper performance, including related systems if requested by the Consultant.
- .2 Costs associated with re-commissioning defective and deficient work is the responsibility of Contractor.

### **3.15 MISCELLANEOUS CHECKS AND ADJUSTING**

- .1 Make adjustments and changes which become apparent as Cx proceeds.
- .2 Perform static and operational checks as applicable and as required.

### **3.16 DEFICIENCIES AND DEFECTS**

- .1 Correct deficiencies and defects found during start-up and Cx to satisfaction of Owner and the Consultant.
- .2 Report concerns, deficiencies, and defects affecting Cx to Owner and the Consultant in writing. Stop Cx until problems are rectified. Proceed only with written Acceptance from the Consultant.

### **3.17 CLOSEOUT ACTIVITIES**

- .1 Completion of Commissioning:
  - .1 Upon completion of Cx, leave systems in normal operating mode, unless otherwise agreed with the Consultant.

- .2 Except for warranty and seasonal verification activities specified in Cx Specifications, complete Cx before issuance of Substantial Completion Certificate of Completion.
- .3 Cx to be considered complete when contract Cx deliverables have been submitted and Accepted by the Consultant.
- .2 Activities Upon Completion of Commissioning:
  - .1 When changes are made to baseline components or system settings established during Cx process, provide updated Cx form for affected item.
- .3 Training:
  - .1 In accordance with Section 01 79 00- Demonstration and Training.

**END OF SECTION**

## 1 GENERAL

### 1.01 SUMMARY

- .1 Section Includes:
  - .1 Description of overall structure of Plan and roles and responsibilities of commissioning team.

### 1.02 REFERENCE STANDARDS

- .1 Canadian Construction Documents Committee (CCDC)
- .2 CCDC 2-2020, Stipulated Price Contract.

### 1.03 RELATED REQUIREMENTS

- .1 Section 01 45 00 - Quality Control.
- .2 Section 01 77 00 - Closeout Procedures.
- .3 Section 01 78 00 - Closeout Submittals.
- .4 Section 01 79 00 - Demonstration and Training.

### 1.04 GENERAL

- .1 Provide fully functional facilities and or systems:
  - .1 Systems, equipment and components meet user's functional requirements before date of Acceptance, and operate consistently at peak efficiencies and within specified energy budgets under normal loads.
  - .2 Facility user and O&M personnel have been fully trained in aspects of installed systems.
  - .3 Optimized life cycle costs.
  - .4 Complete documentation relating to installed equipment and systems.
- .2 Term "Cx" in this section means "Commissioning".
- .3 Use this Cx Plan as master planning document for Cx:
  - .1 Outlines organization, scheduling, allocation of resources, documentation, pertaining to implementation of Cx.
  - .2 Communicates responsibilities of team members involved in Cx Scheduling, documentation requirements, and verification procedures.
  - .3 Sets out deliverables relating to O&M, process and administration of Cx.
  - .4 Describes process of verification of how built works meet Owner requirements.
  - .5 Produces a complete functional system prior to issuance of Certificate of Occupancy.
  - .6 Management tool that sets out scope, standards, roles and responsibilities,

expectations, deliverables, and provides:

- .1 Overview of Cx.
- .2 General description of elements that make up Cx Plan.
- .3 Process and methodology for successful Cx.
- .4 Acronyms:
  - .1 Cx - Commissioning.
  - .2 O&M - Operations and Maintenance.
  - .3 EMCS - Energy Monitoring and Control Systems.
  - .4 WHMIS Safety Data Sheets (SDS).
  - .5 PI - Product Information.
  - .6 PV - Performance Verification.
  - .7 TAB - Testing, Adjusting and Balancing.
  - .8 WHMIS - Workplace Hazardous Materials Information System.
- .5 Commissioning terms used in this Section:
  - .1 Bumping: short term start-up to prove ability to start and prove correct rotation.
  - .2 Deferred Cx - Cx activities delayed for reasons beyond Contractor's control due to lack of occupancy, weather conditions, need for heating/cooling loads.

#### 1.05 DEVELOPMENT OF CX PLAN

- .1 Submit for Acceptance a draft Cx Plan. Cx Plan shall be 100% completed within eight (8) weeks of award of Contract. Cx Plan shall take into account:
  - .1 Shop Drawings and Product data.
  - .2 Approved changes to Contract Documents.
  - .3 Contractor's Construction Schedule.
  - .4 Cx schedule.
  - .5 Contractor's, Subcontractor's, suppliers' requirements.
  - .6 Project construction team's and Cx team's requirements.
- .2 Submit completed Cx Plan to the Consultant for Acceptance.

#### 1.06 REFINEMENT OF CX PLAN

- .1 During construction phase, revise, refine and finalize Cx Plan to include:
  - .1 Changes resulting from Owner program modifications.
  - .2 Accepted design and construction changes.
- .2 Revise, refine and update every four (4) weeks during construction phase. At each revision, indicate revision number and date.
- .3 Submit each revised Cx Plan to Consultant for review and obtain Acceptance.
- .4 Include testing parameters at full range of operating conditions and check responses of equipment and systems.
- .5 Final Cx Plan shall be Accepted six (6) weeks prior to start of Commissioning.



## 1.07 COMPOSITION, ROLES AND RESPONSIBILITIES OF CX TEAM

- .1 Contractor to maintain overall responsibility for the Project and is the sole point of contact between members of commissioning team.
- .2 Contractor will select Cx Team consisting of following members:
  - .1 Quality assurance team will ensure Cx activities are carried out to ensure delivery of a fully operational Project including:
    - .1 Review of Cx documentation from operational perspective.
    - .2 Review for performance, reliability, durability of operation, accessibility, maintainability, operational efficiency under conditions of operation.
    - .3 Protection of health, safety and comfort of occupants and O&M personnel.
    - .4 Monitoring of Cx activities, training, development of Cx documentation.
    - .5 Work closely with members of Cx Team.
  - .2 Construction Team: Contractor, subcontractors, suppliers and support disciplines, are responsible for construction/installation in accordance with Contract Documents, including:
    - .6 Testing.
    - .7 TAB.
    - .8 Performance of Cx activities.
    - .9 Delivery of training and Cx documentation.
    - .10 Assigning one person as point of contact with Consultant and Cx Manager for administrative and coordination purposes.
- .3 Contractor's Cx Agent implements specified Cx activities including:
  - .1 Demonstrations.
  - .2 Training.
  - .3 Testing.
  - .4 Preparation, submission of test reports.
- .4 The Consultant is responsible for:
  - .1 Verifying implementation of final Cx Plan
  - .2 Monitoring of day to day Cx activities
  - .3 witnessing any or all Cx activities
- .5 Owner: represents lead role in Operation Phase and onwards and is responsible for:
  - .1 Receiving facility.
  - .2 Day-To-Day operation and maintenance of facility.

## 1.08 CX PARTICIPANTS

- .1 Employ the following Cx participants, as required, to verify performance of equipment and systems:

- .1 Installation Contractor/Subcontractor:
  - .2 Equipment and systems except as noted.
- .2 Equipment manufacturer: equipment specified to be installed and started by manufacturer:
  - .1 To include performance verification.
- .3 Specialist subcontractor: equipment and systems supplied and installed by specialist subcontractor.
- .4 Specialist Cx agency:
  - .1 Possessing specialist qualifications and installations providing environments essential to client's program but are outside scope or expertise of Cx specialists on this project.
- .5 Owner:
  - .1 Coordinates Owner's staff participation in Cx activities as required.
- .6 Ensure that Cx participant:
  - .1 Could complete work within scheduled time frame.
- .7 Available for emergency and troubleshooting service during first year of occupancy by user for adjustments and modifications outside responsibility of O&M personnel as per warranties terms. Provide names of participants to the Consultant and details of instruments and procedures to be followed for Cx [8] weeks prior to starting date of Cx for review and Acceptance.

## 1.09 EXTENT OF CX

- .1 Commission all new systems/equipment installed as part of the Work, including but not limited to, the systems contained in section 01 11 00 – Summary of Work and detailed in the technical Specifications.

## 1.10 DELIVERABLES RELATING TO THE CX PROCESS

- .1 General:
  - .1 Start-up, testing and Cx requirements, conditions for acceptance and specifications form part of relevant technical sections of these specifications.
- .2 Definitions:
  - .1 Cx as used in this section includes:
    - .1 Cx of components, equipment, systems, subsystems, and integrated systems.
    - .2 Factory inspections and performance verification tests.
- .3 Deliverables: submit in accordance with 01 33 00 - Submittal Procedures:
  - .1 Cx Specifications.
  - .2 Startup, pre-Cx activities and documentation for systems, and equipment.
  - .3 Completed installation checklists (ICL).
  - .4 Completed product information (PI) report forms.
  - .5 Completed performance verification (PV) report forms.

- .6 Results of Performance Verification Tests and Inspections.
- .7 Description of Cx activities and documentation.
- .8 Description of Cx of integrated systems and documentation.
- .9 Tests Reports.
- .10 Training Plans.
- .11 Cx Reports.
- .12 Prescribed activities during warranty period.
- .4 Consultant to witness tests and reports of results provided to the Owner.
- .5 Consultant may participate.

#### 1.11 PRE-CX ACTIVITIES AND RELATED DOCUMENTATION

- .1 Items listed in the Cx Plan shall include the following:
  - .1 Pre-Start-Up inspections.
  - .2 The Consultant may monitor some or all of these pre-start-up inspections.
  - .3 Include completed documentation with Cx report.
  - .4 Conduct pre-start-up tests: conduct pressure, static, flushing, cleaning, and “bumping” during construction as specified in technical sections. To be witnessed and verified by Consultant and does not form part of Cx specifications.
  - .5 Include completed documentation in Cx report.
- .2 Complete following Pre-Cx activities as relevant to the Work with reference to technical Specifications:
  - .1 Pre-Cx activities - ARCHITECTURAL AND STRUCTURAL:
  - .2 Pre-Cx activities - MECHANICAL:
    - .1 HVAC equipment and systems:
      - .1 “Bump” each item of equipment in its “stand-alone” mode.
      - .2 At this time, complete pre-start-up checks and complete relevant documentation.
      - .3 After equipment has been started, test related systems in conjunction with control systems on a system-by-system basis.
      - .4 Perform TAB on systems. TAB reports to be Accepted by Consultant.
  - .3 Pre-Cx activities EMCS:
    - .1 EMCS trending to be available as supporting documentation for performance verification.
    - .2 Perform point-by-point testing in parallel with start-up.
    - .3 Carry out point-by-point verification.
    - .4 Demonstrate performance of systems, to be witnessed by Consultant prior to start of Final Acceptance Test period.
    - .5 Perform final Cx and operational tests during demonstration period and test period.
    - .6 Only additional testing after foregoing have been successfully completed to be “Off-Season Tests”.
  - .4 Pre-Cx activities - LIFE SAFETY SYSTEMS
    - .1 Include all equipment and systems.
    - .2 Reports of test results to be witnessed by Consultant before verification.

.5 Pre-Cx activities - ELECTRICAL:

- .1 High voltage distribution systems over 750 V.
- .2 Low voltage distribution systems under 750 V.
- .3 Requires independent testing agency to perform pre- energization and post-energization tests.
- .4 Emergency power generation systems
- .5 Transfer switches: test by simulating loss of power. Verify availability of power at equipment requiring same.
- .6 Uninterruptible power systems: test under full and partial load conditions.
- .7 Lighting systems:
- .8 Emergency lighting systems:
- .9 Tests to include verification of lighting levels and coverage, initially by disrupting normal power.
- .10 Low voltage systems: these include:
- .11 Clock, communications, low voltage lighting control systems and data communications systems.
- .12 Security, surveillance and intrusion alarm systems: to include verification by Owner and Consultant

**1.12 START-UP**

- .1 Start-up components, equipment and systems.
- .2 Consultant to monitor some or all of these start-up activities.
  - .1 Rectify start-up deficiencies to satisfaction of the Consultant.
- .3 Performance Verification (PV):
  - .1 Contractor's Cx Agent to perform.
  - .2 Repeat when necessary until results are acceptable to Consultant.
  - .3 Use modified generic procedures to suit project requirements.
  - .4 Consultant to review and Accept reported results using approved PI and PV forms.
  - .5 Owner and Consultant reserve right to verify up to 30% of reported results at random.
  - .6 Failure of randomly selected item shall result in rejection of PV report or report of system startup and testing.

**1.13 CX ACTIVITIES AND RELATED DOCUMENTATION**

- .1 Perform Cx using procedures developed by Contractor and Accepted by Consultant.
- .2 Consultant to monitor Cx activities.
- .3 Upon satisfactory completion, Contractor performing tests to prepare Cx Report using Accepted PV forms.
- .4 Consultant may witness reported results of Cx activities and forward to Owner.
- .5 Owner and Consultant reserve right to verify a percentage of reported results at no cost to Contractor.

**1.14 CX OF INTEGRATED SYSTEMS AND RELATED DOCUMENTATION**

- .1 Cx to be performed by specified Cx specialist, using procedures Accepted by the Consultant.
- .2 Tests to be witnessed by Consultant and documented on Accepted report forms.
- .3 Upon satisfactory completion, Cx specialist to prepare Cx Report, to be submitted to Consultant for review and Acceptance.
- .4 Owner and Consultant reserve right to verify percentage of reported results.

#### 1.15 CX SCHEDULES

- .1 Prepare detailed Cx Schedule and submit to Consultant for review and Acceptance. Integrate Cx schedule into Project Construction Schedule such that there is a complete Critical Path for the entire Work. Include:
  - .1 Milestones, testing, documentation, training and Cx activities of components, equipment, subsystems, systems and integrated systems, including:
    - .1 Design criteria, design intents.
    - .2 Pre-TAB review
    - .3 Cx agents' credentials
    - .4 Cx procedures
    - .5 Cx Report format
    - .6 Discussion of heating/cooling loads for Cx
    - .7 Submission of list of instrumentation with relevant certificates
    - .8 Notification of intention to start TAB
    - .9 TAB: after successful start-up, correction of deficiencies and verification of normal and safe operation.
    - .10 Notification of intention to start Cx: 14 days before start of Cx.
    - .11 Notification of intention to start Cx of integrated systems: after Cx of related systems is completed 14 days before start of integrated system Cx.
    - .12 Identification of deferred Cx.
    - .13 Implementation of training plans.
    - .14 Cx reports: immediately upon successful completion of Cx.
  - .2 Detailed training schedule to demonstrate no conflicts with testing, completion of Project and hand-over to Owner.
  - .3 Cx schedule for verification of performance in all seasons and wear conditions.
- .2 Consultant, Contractor and Contractor's Cx Agent will monitor progress of Cx against this schedule.

#### 1.16 CX REPORTS

- .1 Submit reports of tests, witnessed and verified by Consultant.
- .2 Include completed and certified PV reports in properly formatted Cx Reports.
- .3 Before reports are Accepted, reported results to be subject to verification by Consultant or Owner.

#### 1.17 ACTIVITIES DURING WARRANTY PERIOD

- .1 Cx activities must be completed before issuance of Substantial Performance of the Work Certificate. It is anticipated that certain Cx activities may be necessary during Warranty Period,

including:

- .1 Fine tuning of HVAC systems.
- .2 Adjustment of ventilation rates to promote good indoor air quality and reduce deleterious effects of VOCs generated by off-gassing from construction materials and furnishings.

#### **1.18 TRAINING PLANS**

- .1 Refer to Section 01 79 00 - Demonstration and Training.

#### **1.19 FINAL SETTINGS**

- .1 Upon completion of Cx to satisfaction of the Consultant, lock control devices in their final positions, indelibly mark settings marked and include in Cx Reports.

### **2 PRODUCTS**

#### **2.01 NOT USED**

- .1 Not Used.

### **3 EXECUTION**

#### **3.01 NOT USED**

- .1 Not Used.

**END OF SECTION**

## **1 GENERAL**

### **1.01 SUMMARY**

#### **.1 Section Includes:**

- .1 Commissioning forms to be completed for equipment, system and integrated system.

#### **.2 Related Requirements**

- .1 Section 019113 -General Commissioning Requirements.

### **1.02 INSTALLATION/START-UP CHECK LISTS**

#### **.1 Include the following data:**

- .1 Product manufacturer's installation instructions and recommended checks.
- .2 Special procedures as specified in relevant technical sections.
- .3 Items considered good installation and engineering industry practices deemed appropriate for proper and efficient operation.
- .2 Equipment manufacturer's installation/start-up check lists are acceptable for use. As deemed necessary by Consultant supplemental additional data lists will be required for specific Project conditions.
- .3 Use check lists for equipment installation. Document check list verifying checks have been made, indicate deficiencies and corrective action taken.
- .4 Installer to sign check lists upon completion, certifying stated checks and inspections have been performed. Return completed check lists to Consultant. Check lists will be required during Commissioning and will be included in Operations and Maintenance Manual (O&M) at completion of Project.
- .5 Use of check lists will not be considered part of commissioning process but will be stringently used for equipment pre-start and start-up procedures.

### **1.03 PRODUCT INFORMATION (PI) REPORT FORMS**

- .1 Product Information (PI) forms compiles gathered data on items of equipment produced by equipment manufacturer, includes nameplate information, parts list, operating instructions, maintenance guidelines and pertinent technical data and recommended checks that is necessary to prepare for start-up and functional testing and used during operation and maintenance of equipment. This documentation is included in the operations and maintenance manual at completion of Work.
- .2 Prior to Performance Verification (PV) of systems complete items on PI forms related to systems and obtain Consultant's Acceptance.

### **1.04 PERFORMANCE VERIFICATION (PV) FORMS**

- .1 PV forms to be used for checks, running dynamic tests and adjustments carried out on equipment

and systems to ensure correct operation, efficiently and function independently and interactively with other systems as intended with Project requirements.

- .2 PV report forms include those developed by Contractor records measured data and readings taken during functional testing and Performance Verification procedures.
- .3 Prior to PV of integrated system, complete PV forms of related systems and obtain Consultant's Acceptance.

## 1.05 CHANGES AND DEVELOPMENT OF NEW REPORT FORMS

- .1 Develop appropriate verification forms and submit to the Consultant for Acceptance prior to use.
  - .1 Additional commissioning forms to be in same format.

## 1.06 COMMISSIONING FORMS

- .1 Use Commissioning forms to verify installation and record performance when starting equipment and systems.
- .2 Strategy for Use:
  - .1 Contractor's Commissioning Agent to prepare and use Project-specific Commissioning forms, Accepted by Consultant.
  - .2 Contractor will provide required Shop Drawings information and verify correct installation and operation of items indicated on these forms.
  - .3 Confirm operation as per design criteria and intent.
  - .4 Identify variances between design and operation and reasons for variances.
  - .5 Verify operation in specified normal and emergency modes and under specified load conditions.
  - .6 Record analytical and substantiating data.
  - .7 Verify reported results.
  - .8 Form to bear signatures of recording technician and reviewed and signed off by Consultant.
  - .9 Submit immediately after tests are performed.
  - .10 Reported results in true measured SI unit values.
  - .11 Provide Consultant with originals of completed forms.
  - .12 Maintain copy on site during start-up, testing and commissioning period.
  - .13 Forms to be both hard copy and electronic format with typed written results in Operation and Maintenance Manual.

## 1.07 LANGUAGE

- .1 English



## **2 PRODUCTS**

### **2.01 NOT USED**

.1 Not Used.

## **3 EXECUTION**

### **3.01 NOT USED**

.1 Not Used.

**END OF SECTION**

1 General

**1.1 SUMMARY**

- .1 This Specification covers the operational requirements and traffic control for heavy civil contracts when roadway traffic is to be accommodated during construction.
- .2 The Contractor shall complete all Work relevant to this section in accordance with Ontario Provincial Standard Specification (OPSS):
  - .1 OPSS.PROV 706 – TEMPORARY TRAFFIC CONTROL DEVICES
  - .2 Sections – Measurement for Payment and Basis of Payment are not used.

**1.2 RELATED REQUIREMENTS**

- .1 Section 32 11 16.01 - Granular Sub-base
- .2 Section 32 11 23 - Aggregate Base Courses
- .3 Section 32 12 16 - Asphalt Paving

**1.3 REFERENCE STANDARDS**

- .1 Canadian Construction Documents Committee (CCDC)
  - .1 CCDC 2-2020, Stipulated Price Contract.
- .2 Ministry of Transportation, Ontario (MTO) – Ontario Traffic Manual, Book 7: Temporary Conditions.

**1.4 PROTECTION OF PUBLIC TRAFFIC**

- .1 Comply with requirements of Acts, Regulations and By-Laws in force for regulation of traffic or use of roadways upon or over which it is necessary to carry out Work or haul materials or equipment.
- .2 When working on travelled way:
  - .1 Place equipment in position to minimize interference and hazard to travelling public.
  - .2 Keep equipment units as close together as working conditions permit and preferably on same side of travelled way.
  - .3 Do not leave equipment on travelled way overnight.
- .3 Close lanes of road only after receipt of written approval from Owner and Authority Having Jurisdiction (AHJ).
  - .1 Before re-routing traffic, erect suitable signs and devices to Ontario Traffic Manual, Book 7: Temporary Conditions.
- .4 Keep travelled way graded, free from potholes and of sufficient width for required number of lanes of traffic.
  - .1 Provide 7 m wide minimum temporary roadway for traffic in two-way sections through Work and on detours.
  - .2 Provide 5 m wide minimum temporary roadway for traffic in one-way sections through Work and on detours.
- .5 Provide gravelled detours or temporary roads as needed to facilitate passage of traffic around restricted construction area:

- .1 Place and compact granular sub-base in accordance with Section 32 11 16.01 - Granular Sub-base.
- .2 Place and compact granular base in accordance with Section 32 11 23 - Aggregate Base Courses.
- .3 Place and compact asphalt concrete pavement in accordance with Section 32 12 16 - Asphalt Paving.
- .6 Provide and maintain road access and egress to property fronting along Work under Contract and in other areas as indicated, except where other means of road access exist that meet approval of Owner and AHJ.

## 1.5 INFORMATION AND WARNING DEVICES

- .1 Provide and maintain signs and other devices required to indicate construction activities or other temporary and unusual conditions resulting from Project Work which requires road user response.
- .2 Supply and erect signs, delineators, barricades and miscellaneous warning devices to Ontario Traffic Manual, Book 7: Temporary Conditions.
- .3 Place signs and other devices in locations recommended in Ontario Traffic Manual, Book 7: Temporary Conditions.
- .4 Meet with Owner and AHJ, as needed, prior to commencement of Work to prepare list of signs and other devices required for project. If situation on site changes, revise list to approval of Owner and AHJ.
- .5 Continually maintain traffic control devices in use:
  - .1 Check signs daily for legibility, damage, suitability and location. Clean, repair or replace to ensure clarity and reflectance.
  - .2 Remove or cover signs which do not apply to conditions existing from day to day.

## 1.6 CONTROL OF PUBLIC TRAFFIC

- .1 Provide competent flag personnel, trained in accordance with, and properly equipped to Ontario Traffic Manual, Book 7: Temporary Conditions for situations as follows:
  - .1 When public traffic is required to pass working vehicles or equipment that block all or part of travelled roadway.
  - .2 When it is necessary to institute one-way traffic system through construction area or other blockage where traffic volumes are heavy, approach speeds are high and traffic signal system is not in use.
  - .3 When workmen or equipment are employed on travelled way over brow of hills, around sharp curves or at other locations where oncoming traffic would not otherwise have adequate warning.
  - .4 Where temporary protection is required while other traffic control devices are being erected or taken down.
  - .5 For emergency protection when other traffic control devices are not readily available.
  - .6 In situations where complete protection for workers, working equipment and public traffic is not provided by other traffic control devices.
  - .7 At each end of restricted sections where pilot cars are required.
  - .8 Delays to public traffic due to contractor's operators: 15 minutes maximum.

- 
- .2 Where roadway, carrying two-way traffic, is restricted to one lane, for 24 hours each day, provide portable traffic signal system.
    - .1 Adjust, as necessary, and regularly maintain system during period of restriction.
    - .2 Ensure signal system meets requirements of Ontario Traffic Manual, Book 7: Temporary Conditions.

## 1.7 OPERATIONAL REQUIREMENTS

- .1 Maintain existing conditions for traffic throughout period of contract except that, when required for construction under contract and when measures have been taken as specified and approved by Owner and AHJ to protect and control public traffic, existing conditions for traffic to be restricted.
- .2 Maintain existing conditions for traffic crossing right-of-way.

## 2 Products

**NOT USED**

## 3 Execution

**NOT USED**

**END OF SECTION**

## **1 GENERAL**

### **1.01 REFERENCE STANDARDS**

- .1 Canadian Construction Documents Committee (CCDC)
  - .1 CCDC 2-2020, Stipulated Price Contract.
- .2 Canadian General Standards Board (CGSB)
  - .1 CGSB 1.59-[97], Alkyd Exterior Gloss Enamel.
  - .2 CAN/CGSB 1.189-[00], Exterior Alkyd Primer for Wood.
- .3 CSA Group (CSA)
  - .1 CSA-O121-[M1978(R2003)], Douglas Fir Plywood.

### **1.02 RELATED REQUIREMENTS**

- .1 Section 01 14 00 – Work Restrictions
- .2 Section 01 52 00 – Construction Facilities
- .3 Section 01 55 26 – Traffic Controls
- .4 Section 01 57 00 – Temporary Controls.
- .5 Section 01 74 00 – Cleaning
- .6 Section 01 74 19 – Waste Management and Disposal.

### **1.03 INSTALLATION AND REMOVAL**

- .1 Provide temporary controls in order to execute Work expeditiously.
- .2 Remove from site all such work after use.

### **1.04 HOARDING**

- .1 Unless otherwise specified, erect temporary site enclosures using self-supporting 1.8m high metal fence. Provide lockable truck gate(s). Maintain fence in good repair.
- .2 Provide barriers around trees and plants designated to remain. Protect from damage by equipment and construction procedures.

### **1.05 GUARD RAILS AND BARRICADES**

- .1 Provide secure, rigid guard rails and barricades as required by applicable Laws, codes and governing authorities.

### **1.06 WEATHER ENCLOSURES**

- .1 Provide weather tight closures to unfinished door and window openings, and other openings in floors and roofs.

- .2 Close off floor areas where walls are not finished; seal off other openings; enclose building interior work for temporary heat.
- .3 Design enclosures to withstand wind pressure and snow loading.

#### **1.07 DUST TIGHT SCREENS**

- .1 Provide dust tight screens or insulated partitions to localize dust generating activities, and for protection of workers, finished areas of Work and public.
- .2 Maintain and relocate protection until such Work is complete.

#### **1.08 ACCESS TO SITE**

- .1 Provide and maintain access roads, sidewalk crossings, ramps and construction runways as may be required for access to Work.

#### **1.09 PUBLIC TRAFFIC FLOW**

- .1 Provide and maintain competent signal flag operators, traffic signals, barricades and flares, lights, or lanterns as required to perform Work and protect public.
- .2 Ensure public use of operational facilities is protected appropriately. Reference section 01 14 00 – Work Restrictions, for details of operational facilities.

#### **1.10 FIRE ROUTES**

- .1 Maintain access to property including overhead clearances for use by emergency response vehicles.

#### **1.11 PROTECTION FOR OFF-SITE AND PUBLIC PROPERTY**

- .1 Protect surrounding private and public property from damage during performance of Work.
- .2 Be responsible for damage incurred.

#### **1.12 PROTECTION OF FINISHES**

- .1 Provide protection for finished and partially finished finishes and equipment during performance of Work.
- .2 Provide necessary screens, covers, and hoardings.
- .3 Confirm with the Owner locations and installation of protection of finishes five (5) Working Days prior to installation.
- .4 Be responsible for damage incurred due to lack of or improper protection.

#### **1.13 WASTE MANAGEMENT AND DISPOSAL**

- .1 Separate waste materials for recycling in accordance with Sections 01 74 00 – Cleaning and 01 74 19 – Waste Management and Disposal.

**END OF SECTION**

## 1 GENERAL

### 1.01 REFERENCE STANDARDS

- .1 Canadian Construction Documents Committee (CCDC)
  - .1 CCDC 2-2020, Stipulated Price Contract.

### 1.02 PROJECT CLEANLINESS

- .1 Maintain Place of the Work in tidy condition, free from accumulation of waste material and debris.
- .2 Remove waste materials from site at daily regularly scheduled times or dispose of as directed by the Consultant.
- .3 Do not burn waste materials on site.
- .4 Clear snow and ice from access to Place of the Work, bank/pile snow in designated areas only approved by Owner, or remove from site, as agreed upon at outset of Contract.
- .5 Make arrangements with and obtain permits from Authorities Having Jurisdiction (AHJ) for disposal of waste and debris.
- .6 Provide on-site steel containers for collection of waste materials and debris.
- .7 Provide and use marked separate bins for recycling. Refer to Section 01 74 19 - Waste Management and Disposal.
- .8 Dispose of waste materials and debris at appropriate off-site facilities.
- .9 Clean interior areas prior to start of finishing Work and maintain areas free of dust and other contaminants during finishing operations.
- .10 Store volatile waste in covered metal containers and remove from premises at end of each Working Day, unless authorized otherwise by the Consultant.
- .11 Provide adequate ventilation during use of volatile or noxious substances. Use of existing or new ventilation systems is not permitted for this purpose.
- .12 Use only cleaning materials recommended by manufacturer of surface to be cleaned, and as recommended by cleaning material manufacturer.
- .13 Schedule cleaning operations so that resulting dust, debris and other contaminants will not fall on wet, newly painted surfaces nor contaminate new or existing systems or facilities.

### 1.03 FINAL CLEANING

- .1 When Work is Substantially Performed remove surplus Products, tools, Construction Equipment not required for performance of remaining Work.
- .2 Remove waste products and debris other than that caused by others and leave Place of the Work clean and suitable for occupancy.

- .3 Prior to final review, remove remaining surplus Products, tools and Construction Equipment.
- .4 Remove waste materials from site at regularly scheduled times or dispose of as directed by Owner or the Consultant.
- .5 Do not burn waste materials on site.
- .6 Make arrangements with and obtain permits from Authorities Having Jurisdiction (AHJ) for disposal of waste and debris.
- .7 Clean and polish glass, mirrors, hardware, wall tile, stainless steel, chrome, porcelain enamel, baked enamel, plastic laminate, wood, and mechanical and electrical fixtures. Replace broken, scratched or disfigured glass.
- .8 Remove stains, spots, marks and dirt from decorative work, electrical and mechanical fixtures, furniture fitments, walls, floors and ceilings, and at exterior of building.
- .9 Clean lighting reflectors, lenses, and other lighting surfaces.
- .10 Vacuum, clean, and dust interiors, behind grilles, louvres and screens.
- .11 Wax, seal, shampoo or prepare floor finishes, as recommended by manufacturer.
- .12 Inspect finishes, fitments and equipment and ensure specified workmanship and operation.
- .13 Broom clean and wash exterior walks, steps and surfaces; rake clean other surfaces of grounds.
- .14 Remove dirt and other disfiguration from exterior surfaces.
- .15 Clean and sweep roofs, gutters, areaways, and sunken wells.
- .16 Sweep and wash clean paved areas.
- .17 Clean equipment and fixtures to sanitary condition; clean or replace filters of mechanical equipment.
- .18 Clean roofs, downspouts, and drainage systems.
- .19 Remove debris and surplus materials from crawl areas and other accessible concealed spaces.
- .20 Remove snow and ice from access to Place of the Work.

#### **1.04 WASTE MANAGEMENT AND DISPOSAL**

- .1 Separate waste materials for recycling in accordance with Section 01 74 19 - Waste Management and Disposal.

**END OF SECTION**



## 1 GENERAL

### 1.01 SUMMARY

- .1 The Project shall generate the least amount of waste possible. Contractor shall implement processes to ensure the generation of as little waste as possible due to error, poor planning, breakage, mishandling, contamination, or other factors be employed by the Contractor.

### 1.02 REFERENCE STANDARDS

- .1 Canadian Construction Documents Committee (CCDC)
  - .1 CCDC 2-2020, Stipulated Price Contract.
- .2 ASTM International (ASTM)
  - .1 ASTM E1609 01, Standard Guide for Development and Implementation of a Pollution Prevention Program

### 1.03 DEFINITIONS

- .1 Clean Waste: Untreated and unpainted; not contaminated with oils, solvents, sealants or similar materials.
- .2 Construction and Demolition Waste: Solid wastes typically including building materials, packaging, trash, debris, and rubble resulting from construction, re-modeling , repair and demolition operations.
- .3 Hazardous: Exhibiting the characteristics of hazardous substances including properties such as ignitability, corrosiveness, toxicity, or reactivity.
- .4 Non-hazardous: Exhibiting none of the characteristics of hazardous substances, including properties such as ignitability, corrosiveness, toxicity, or reactivity.
- .5 Non-toxic: Not poisonous to humans either immediately or after a long period of exposure.
- .6 Recyclable: The ability of a product or material to be recovered at the end of its life cycle and remanufactured into a new product for reuse by others.
- .7 Recycle: To remove a waste material from the Project site to another site for remanufacture into a new product for reuse by others.
- .8 Recycling: The process of sorting, cleansing, treating and reconstituting solid waste and other discarded materials for the purpose of using the altered form; recycling does not include burning, incinerating, or thermally destroying waste.
- .9 Return: To give back reusable items or unused products to vendors for credit.
- .10 Reuse: To reuse a construction waste material in some manner on the Project site.
- .11 Salvage: To remove a waste material from the Project site to another site for resale or reuse by others.

- .12 Sediment: Soil and other debris that has been eroded and transported by storm or well production run off water.
- .13 Source Separation: The act of keeping different types of waste materials separate beginning from the first time they become waste.
- .14 Toxic: Poisonous to humans either immediately or after a long period of exposure.
- .15 Trash: Any product or material unable to be reused, returned, recycled, or salvaged.
- .16 Volatile Organic Compounds (VOC's): Chemical compounds common in and emitted by many building products over time through outgassing:
  - .1 Solvents in paints and other coatings;
  - .2 Wood preservatives; strippers and household cleaners;
  - .3 Adhesives in particleboard, fiberboard, and some plywood; and foam insulation.
  - .4 When released, VOC's can contribute to the formation of smog and can cause respiratory tract problems, headaches, eye irritations, nausea, damage to the liver, kidneys, and central nervous system, and possibly cancer.
- .17 Waste: Extra material or material that has reached the end of its useful life in its intended use. Waste includes salvageable, returnable, recyclable, and reusable material.

#### 1.04 RELATED REQUIREMENTS

- .1 Section 01 31 19 - Project Meetings
- .2 Section 01 33 00 - Submittal Procedures
- .3 Section 01 51 00 - Temporary Utilities
- .4 Section 01 74 00 – Cleaning.

#### 1.05 ADMINISTRATIVE REQUIREMENTS

- .1 Coordination: Coordinate waste management requirements with all divisions of the Work for the Project and ensure that requirements of the Waste Management Plan (WMP) are followed.
- .2 Preconstruction Meeting: During the pre-construction meeting arranged in accordance with Section 01 31 19 - Project Meetings, discuss the Contractor's Waste Management Plan and to develop mutual understanding of the requirements for a consistent policy towards waste reduction and recycling.

#### 1.06 ACTION AND INFORMATIONAL SUBMITTALS

- .1 Submit required information in accordance with Section 01 33 00 - Submittal Procedures.
- .2 Action Submittals: Provide the following Submittals for Acceptance before starting any Work of this section:
  - .1 WMP: Submit to the Consultant for review a draft WMP including a preliminary analysis of

anticipated site-generated waste by listing a minimum of five (5) construction or demolition waste streams that have potential to generate the most volume of material indicating methods that will be used to divert construction waste from landfill and source reduction strategies. The Owner and the Consultant may provide comments within five (05) Working Days. Update as required and resubmit to the Consultant the final WMP for Acceptance within (05) Working Days.

.2 WMP shall include, but not limited to:

- .1 Material Streams: Analysis of the proposed jobsite waste being generated, including material types and quantities forming a part of identified material streams in the WMP materials removed from site destined for alternative daily cover at landfill sites and land clearing debris cannot be considered as contributing to waste diversion and will be included as a component of the total waste generated for the site.
- .2 Recycling Haulers and Markets: Investigate local haulers and markets for recyclable materials, and incorporate into WMP.
- .3 Alternative Waste Disposal: Prepare a listing of each material proposed to be salvaged, reused, recycled or composted during the course of the Project, and the proposed local market for each material.
- .4 Landfill Materials: materials that cannot be recycled, reused or composted.
- .5 Landfill Options: The name of the landfill where trash will be disposed of; landfill materials will form a part of the total waste generated by the Project.
- .6 Materials Handling Procedures: A description of the means by which any recycled waste materials will be protected from contamination, and a description of the means to be employed in recycling the above materials consistent with requirements for acceptance by designated facilities.
- .7 Transportation: A description of the means of transportation of the recyclable materials, whether materials will be site separated and self-hauled to designated centers, or whether mixed materials will be collected by a waste hauler and removed from the site, and destination of materials.

### 1.07 PROJECT CLOSEOUT SUBMITTALS

- .1 Diversion Documentation: Submit as constructed information in accordance with Section 01 78 00 - Closeout Submittals as follows:
  - .1 Waste Management Report: Submit for this Project in a format acceptable to submittal requirements and that includes the following information:
    - .1 Accounting: Submit information indicating total waste produced by the Project.
    - .2 Composition: Submit information indicating types of waste material and quantity of each material.
    - .3 Diversion Rate: Submit information indicating total waste diverted from landfill as a

percentage of the total waste produced by the Project.

- .4 Submit copies of transportation documents or shipping manifests indicating weights of materials, and other evidence of disposal indicating final location of waste diverted from landfill and waste sent to landfill.

### **1.08 DELIVERY, STORAGE, AND HANDLING**

- .1 Storage Requirements: Implement a recycling/reuse program that includes separate collection of waste materials as appropriate to the Project waste and the available recycling and reuse programs in the Project area.
  - .1 Provide separate containers for reusable and/or recyclable materials such as:
    - .1 Metals.
    - .2 Wood.
    - .3 Plastics
- .2 Handling Requirements: Clean materials that are contaminated before placing in collection containers and ensure that waste destined for landfill does not get mixed in with recycled materials:
  - .1 Deliver materials free of dirt, adhesives, solvents, petroleum contamination, and other substances deleterious to recycling process.
  - .2 Arrange for collection by or delivery to the appropriate recycling or reuse facility.
- .3 Hazardous Waste and Hazardous Materials: Handle in accordance with applicable regulations.

### **2.01 NOT USED**

- .1 Not Used.

### **3.01 WASTE MANAGEMENT PLAN IMPLEMENTATION**

- .1 Contractor is responsible for designating an on-site party or parties responsible for instructing workers and overseeing and documenting results of the WMP for the Project.
- .2 Distribute copies of the WMP to the job site foreman, each Subcontractor, the Owner, the Consultant and other site personnel as required to maintain WMP.
- .3 Provide on-site instruction of appropriate separation, handling, and recycling, salvage, reuse, composting and return methods being used for the Project to employees and Subcontractors at appropriate stages of the Project.
- .4 Layout and label a specific area to facilitate separation of materials for potential recycling, salvage, reuse, composting and return:
  - .1 Recycling and waste bin areas are to be kept neat and clean and clearly marked in order to avoid contamination of materials.
  - .2 Hazardous wastes shall be separated, stored, and disposed of in accordance with local

regulations.

- .5 Submit to the Consultant a monthly summary of waste generated by the Project including details of waste diverted for recycling:
  - .1 Submittal of waste summary can coincide with application for progress payment, or similar milestone event as agreed upon between the Owner and the Contractor.
  - .2 Monthly waste summary shall contain the following information:
    - .1 The amount in tonnes or m<sup>3</sup> and location of material landfilled,
    - .2 The amount in tonnes or m<sup>3</sup> and location of materials diverted from landfill, and
    - .3 Indication of progress based on total waste generated by the Project with materials diverted from landfill as a percentage.

### **3.02 CONTRACTOR'S RESPONSIBILITY**

- .1 Subcontractors shall cooperate fully with the Contractor to implement the WMP.
- .2 The Contractor shall be responsible for all additional costs incurred by the Owner and the Contractor arising from the failure to comply with the WMP.

**END OF SECTION**

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

Refer to the Policies and Procedures as outlined below, and which are attached to this Schedule 3-A-3.

Description	Date
Contractors Working on ONTC Property near Railway Tracks	March 2023
HSP-007 Blue Signals / Flags Procedure	February 7, 2014
HSP-008 Lockout / Tag Out Procedure	February 9, 2017
ONTC Electrical Safety Policy and Program	April 6, 2023
ONTC Hot Work Program	April 13, 2022
ONTC Contractor / Subcontractor	September 17, 2024

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


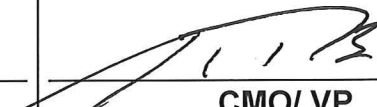
Unless otherwise authorized by the Director of Rail Infrastructure, all fees, as listed below, are to be paid by the applicant. The applicant is to provide a Purchase Order number at the time the arrangements are made with the District Manager.

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>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)

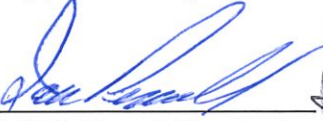
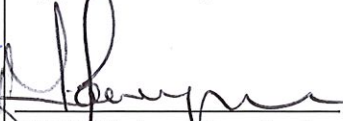
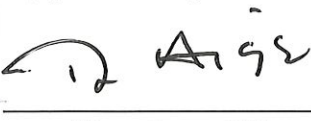
- Recommended Blue Flag Specifications:
  - a. Blue flags shall be blue in color and clearly distinguishable from both sides.
  - b. The dimension of the blue flag should be a minimum of 14 inches by 10 inches. Blue flag should be at a minimum height of 18 inches from the top of the rail to the bottom 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

Lockout Tag out Procedure		
Procedure No. HSP-008		Revision:
Date Issued: February 9, 2017		Date:
Approved By: 	Approved By: 	Approved By: 
H&S Mgmt Co-chair	H&S Union Co-chair	Director of Operations

### PURPOSE AND SCOPE

To ensure that dangerous machines are properly shut off and not started up again prior to the completion of maintenance or servicing work. This must be followed to avoid the unexpected energization or start up of the machinery or equipment, or the release of stored energy, which could cause injury to employees.

### 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

The following **SIX STEPS** are a review of basic steps for safely de-energizing equipment:

1. Notify all "affected employees" that the equipment will be shut down.
2. Shut down the equipment by normal stopping procedures. Open the main disconnect switch or breaker.  
Note: Disconnect switches should never be pulled while they are under load. Shutdown everything you can at the point of operation, then pull the main switch with your LEFT hand while facing away from the switch box.
3. "Isolate" all the equipment's energy sources.
  - a. **Electrical-** All Electrical lockouts must be done by designated qualified personnel the only acceptable electrical lock out is to lock the correct disconnect switch in the OFF position. Where possible, it is also advisable to remove the fuses. When an electrical lockout is necessary and the control is a breaker, lockout the breaker where possible or switch off the breaker and lock the panel door,
  - b. **Steam/Air/Gas & Hydraulics-** These sources of power can be locked out by chains attached to the valves, by valves with built-in lockout devices or by designing special attachments for the valves. In pneumatic and hydraulic power systems, the pressure between the lock out and the machine must be reduced to zero before any work is begun. The pressure should be reduced slowly through a bleed-off valve. If the system does not incorporate a bleed-off valve, very slowly loosen a line fitting to reduce the pressure.
  - c. **Confined Spaces** – Where work is to be done in the confined spaces such as tanks, bins, etc., the supply lines must be blanked off or disconnected. Valves alone must never be depended upon. Pumps or other related power equipment must be locked out and the person in the confined space must keep the key.
4. Lock out and/or tag out the energy isolating devices with assigned, individual locks. Every employee involved must also put their own lockout and tag on each source of power at this time.
5. Release or restrain any stored energy by grounding, blocking, bleeding down, etc.



6. Assure that no personnel are exposed, and then test the equipment to assure that it will not operate. (check the lockout cannot be operated, then try the machine controls to verify a proper disconnect)

**Restoring Equipment to Service:**

1. Check to Assure that all employees have been safely positioned or removed from the area.
2. Verify that equipment controls are in neutral.
3. Remove lockout devices and/or tags and re-energize the machine or equipment. (each employee involved is responsible for removal of their own lockout and tag)
4. Notify affected employees that servicing is complete and the equipment is ready for use.

**REQUIREMENTS**

1. Employee should have metal tag with name and number stamped on the tag for each lock out you use. The tag is to be placed on the shank of the lockout each time the lock out is used.
2. Disconnects should be clearly marked to identify the equipment they energize or control.
3. Never depend on a push button as a means of locking out the equipment. The only positive lock out is made at the disconnect or breaker.
4. If you are being reassigned or going off shift and someone else is going to finish the job, your relief must put on their lock out before you remove your lock out
5. Employees will be issued one key with each lock. A duplicate key will be kept in the Supervisor's office. Each lock and key shall be numbered for ease of identification. The duplicate key is to be used in case of emergency.
6. Under circumstances should lockout be borrowed or loaned.

**LOCK OUT REMOVAL PROCEDURE:**

1. The area Supervisor shall be informed that a lock out needs to be removed and that the person assigned the lock out cannot be located.
2. The area supervisor will make every effort to contact the lock out owner and documents these attempts
3. If the area supervisor removing the lockout is not the supervisor of the lock out owner, that supervisor will be contacted if possible
4. If the above persons cannot be contacted and the area in question has been inspected and is clear of hazards to everyone, the lock out may be removed (cut-off).

**REFERENCES**

OSHA Standard: 29 CFR 1910.147

Canada Labour code – Part II

**REVISION RECORD**

<i>Description of Change</i>	<i>Date</i>
Original Issue	2/9/17

<b>DATE FORMALIZED</b> April 6, 2023  <b>REVISED</b>	<b>Electrical 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) commits to ensuring that all employees who may be exposed to electrical hazards associated with their work have the knowledge, skill, tools, and equipment needed to ensure their safety.

In our efforts to Go Beyond our minimal requirements, ONTC commits to continuously improving our safe work practice by striving to incorporate the Workplace Electrical Safety standard, CSA Z462.

All authorized employees will ensure the power supply to electrical installations, equipment, or conductors is disconnected, locked out of service, connected to ground, and tagged before any work is done. **It is a requirement that, where possible, all hazardous energy sources are reduced to and maintained at a ZERO ENERGY state before starting any electrical work.** Should it become necessary that maintenance, cleaning, or adjustments need to be performed on any piece of equipment while it is in operation, safe work procedures for this type of work shall be made available and easily accessible. Only authorized employees shall be allowed to perform such work.

## **PURPOSE**

To ensure employee safety by allowing only **Authorized Employees, Qualified Persons, Certified Electricians** or **Electricians in Training (EIT's)** who are under direct supervision of a **Certified Electrician** to do electrical work such as connect, maintain, or modify electrical equipment or installations at ONTC work locations.

To ensure that all ONTC employees or contractors working for ONTC comply with the Canada Labour Code, Occupational Health and Safety Act, associated regulations and ONTC procedures.

## **APPLICATION AND SCOPE**

This procedure applies to all ONTC workers and contractors at all workplace locations. The procedure applies whenever exposure to a hazardous energy may occur while servicing, installing or maintaining, machinery or equipment.

## **DEFINITIONS**

**Affected employee** – persons who are not directly involved in the work requiring the hazardous energy control, but who are (or may be) located in the work area.

**Authorized employee** – a qualified person who, in their duties or occupation, is obliged to approach or handle electrical equipment; or a person who, having been warned of the hazards involved, has been instructed or authorized by a qualified Supervisor or management member.

**Certified Electrician** – Electricians who have obtained a 442A Industrial or a 309A Construction certificate of qualification.

**Control Device** – means a device that will safely disconnect electrical equipment from its source of energy.

**Electrical Equipment** – means equipment for the generation, distribution, or use of electricity.

**Electrician in Training (EIT's)** – Aspiring electrician's registered with Skilled Trades Ontario who must complete specific criteria, a set number of hours, and a final test to be eligible to become a **Certified Electrician**.

**Isolated** – means separated or disconnected from every source of electrical, hydraulic, pneumatic, or other kind of energy that is capable of making electrical equipment dangerous.

**Qualified Person** – One who has demonstrated skills and knowledge related to the construction and operation of electrical equipment and installations and has received safety training to identify hazards and reduce the associated risk.

## **RESPONSIBILITIES**

**Employer is responsible to:**

1. Provide training and instruction on the Electrical Safety Policy and LOTO program.
2. Properly implement and periodically audit the Electrical Safety Policy and LOTO program.
3. Provide single key locks and tags as well as other LOTO equipment and maintain records of issuance of lock.
4. Provide all relevant PPE to ensure staff are performing their tasks in a safe manner.
5. Prequalify and approve contractors who work at any ONTC location.
6. Discipline, ensuring authorized and affected personnel perform their duties within the requirements of the LOTO Procedure.

**Managers/Supervisors are responsible to:**

1. Communicate any actual and potential hazards of which they are aware;
2. Apply and enforce the LOTO Program for all personnel in the workplace.
3. Identify those personnel who are authorized and affected and trained in accordance with this policy.
4. Periodically inspect the work area to ensure compliance with this policy;
5. Ensure that only authorized workers perform LOTO, and that work is performed in compliance to the procedure.
6. Provide written instructions as required; and
7. Provide to workers, company supplied LOTO equipment and PPE as required.

**Workers and contractors of ONTC are responsible to:**

1. Comply with the Electrical Safety Policy and LOTO Procedure.
2. Notify their supervisor or contact person of any questions or concerns with respect to LOTO.
3. Participate in electrical safety training as required.
4. Provide input on the effectiveness of the LOTO Procedure and participate in annual reviews of the electrical safety policy and LOTO Procedure as required.

5. Achieve a zero-energy state where hazardous energy may harm a person and ensure proper LOTO is achieved.
6. Ensure all power sources remain locked out before resuming work after a temporary absence.
7. Ensure only single keyed locks are used. The key must remain in the direct possession of the authorized person engaged in lockout.
8. remove only the locks that have been assigned by ONTC; and
9. avoid using a Point of Operation switch or controller for the sole Lockout of a device or piece of equipment unless it has been designed to accommodate an energy isolating device.

## **ELECTRICAL SAFETY RULES**

1. A sign warning of the danger, and forbidding entry by unauthorized persons will be posted at the entrance to a room or similar enclosure containing exposed live electrical parts.
2. Any piece of equipment or tool found to be damaged or have defective electrical components or found to pose a safety or health hazard to any employee will be disconnected and removed from service without delay and must be tagged appropriately.
3. Any tool or piece of equipment that is capable of conducting electricity and/or endangering the safety of any worker will not be used around or close to any live electrical installation or equipment that might cause electrical contact with the live conductor.
4. Flammable materials/liquids shall not be stored anywhere near electrical equipment.
5. Eye protection must be worn when carrying out a work assignment.
6. Consider all electrical equipment to be live until you have properly tested it to confirm it's dead.
7. Do not work on "live" equipment unless it is absolutely necessary. If it is necessary, a safe work procedure must be in place.
8. If it is necessary to work on "live" equipment wear rubber gloves and work from a dry location.



9. Do not close any switch without knowledge of the circuit and the reason the switch was left open.
10. Notify the persons affected before the power on any circuit is shut off.
11. All electrical equipment of 110 volts or over must be grounded. Circuits sometimes retain a charge.
12. Portable electrical equipment used outdoors or in damp locations must be equipped with a ground fault circuit interrupter installed at the receptacle or on the circuit at the panel.
13. Specially authorized persons and electricians are the only ones permitted to change fuses.
14. Rubber gloves, tools and equipment must be maintained in good condition.
15. Do not handle “live” wires while standing in water or on moist or steel surfaces.
16. Electrically driven machinery and controls should normally be locked out before servicing. However check with your Supervisor to be sure.
17. Only persons authorized to do so may enter any electrical room and/or enclosure containing live parts. The entrance to any electrical and/or enclosure containing live parts will be marked by conspicuous warning signs stating that entry by unauthorized persons is prohibited.

## **TRAINING**

Employees exposed to an electrical hazard when the risk associated with that hazard is not adequately reduced by the applicable electrical installation requirements shall be trained to understand the specific hazards associated with electrical energy.

- Safety-related work practices and procedural requirements necessary to provide protection from the electrical hazards associated with their job or task assignments; and
- They shall be trained to identify and understand the relationship between electrical hazards and possible injury.

Qualified persons shall be trained in and knowledgeable about the construction and operation of equipment or a specific work method and trained to identify and avoid the electrical hazards that might be present with respect to that equipment or work method. The training required shall meet the requirements of the CSAZ462.21 and may include classroom, on-the-job, electronic, or web-based training methodologies with interactive components.

Employees involved in or affected by the lockout procedure must be trained in the lockout procedure and their responsibility in the execution of the procedures.

Retraining in the lockout procedure shall be performed:

- When the procedures are revised;
- At intervals not to exceed 3 years; and
- When supervision or annual inspections indicate that the worker is not complying with the lockout procedure.

Employee training must be documented to confirm that each employee has received the training and retained for the duration of the employee's employment. The documentation must include

- when the employee demonstrates proficiency in the work practices involved
- contain the content of the training, each employee's name, and date of the training.

## REFERENCES

Part II Canada Labour Code R.S.C, 1985, c. L-2

Published by the Minister of Justice at the following address:

<http://laws-lois.justice.gc.ca>

Implementing an Occupational Health and Safety (OH&S) program November 2017 DSS Catalogue Number CC273-2/17-1E Canadian Centre for Occupational Health and Safety (CCOHS): [www.ccohs.ca](http://www.ccohs.ca)

Occupational Health and Safety Act (R.S.O. 1990, c. 0.1) Consolidated Edition, Carswell

Workplace electrical safety, CSAZ462:21 CSA Group., July 20214

<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 025

Description: Fuel Tank Replacements and Repairs

Submitted To: ONTARIO NORTHLAND TRANSPORTATION COMMISSION

We, \_\_\_\_\_  
(Name of Respondent)

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 Fuel Tank Replacements and Repairs as outlined on the following 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.**

The price set out in Proposal Form 1 shall include any specified allowance and all taxes (**excluding HST**) except as may be otherwise provided in the RFP Documents, and to furnish all materials, labour, equipment and transportation to perform the entire work described in the RFP Documents, in the manner prescribed therein, and in accordance with the specifications. **Please attach any cost breakdowns to this Proposal Form 1.**

Project Location	Cost
North Bay, ON	\$
Englehart, ON	\$
Porquis, ON	\$
Cochrane, ON	\$
Kapuskasing, ON	\$
<b>Total Project Costs (excluding HST)</b>	<b>\$</b>

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

Purchase is subject to budgetary approval of expenditures.

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

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:

- (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) 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;
- (e) For the General Liability Insurance, Ontario Northland Transportation Commission is to be included as an additional insured;
- (f) Coverages and limits of insurances will be provided and maintained by all Subcontractors in accordance with subsection (d) above;
- (g) 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;
- (h) This Proposal is irrevocable for a period of ninety (90) days from the Submission Deadline;
- (i) 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;
- (j) 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

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

- (k) 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.

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 a 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.

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.*

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

Main Contact Person (for the purposes of this Proposal)

Name	
Title	
Telephone #	
E-mail address	

Bill 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 the date and action taken to mitigate.

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Indicate below your company/business' invoice terms:

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

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**

Ontario Northland Transportation Commission (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.

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) 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	Contract, 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  
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.
4. The Respondent shall provide a written narrative and describe how it will handle potential soil contaminants.

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

8. Insurance 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. Are any of the above services that you perform normally subcontracted to others?	<input type="checkbox"/> Yes <input type="checkbox"/> No



**11. 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 |


**12. 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 |


**13. 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              |                              |                             |
| f) Vehicle Safety                               | <input type="checkbox"/> Yes | <input type="checkbox"/> No |


## Contractor Safety Pre-Qualification Form

g) Compressed Gas Cylinders	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="text"/>
h) Electrical Equipment Grounding Assurance	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="text"/>
i) Powered Industrial Vehicles (forklifts, cranes, etc.)	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="text"/>
j) Heavy Construction Equipment (excavators, backhoes, bulldozers, etc.)	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="text"/>
k) Excavation and Trenching	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="text"/>
l) Housekeeping	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="text"/>
m) Accident / Incident Reporting and Investigation	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="text"/>
n) Hazard / Unsafe Condition Identification, Reporting and Communication	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="text"/>
o) Workplace Hazardous Materials information System (WHMIS)	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="text"/>
p) Emergency Action Plan / Evacuation Plan	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="text"/>
q) Spill Response / Reporting	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="text"/>
r) Respiratory Protection	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="text"/>
s) Designated Substances Management	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="text"/>
t) Waste Staging / Disposal	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="text"/>
u) Traffic Control	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="text"/>
v) Hearing Conservation	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="text"/>
14. 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	<input type="text"/>
15. 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 safely perform their tasks</i> )	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="text"/>
16. 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	<input type="text"/>
17. Do you have First Aid kits available to your staff?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="text"/>
18. Does your company use a formalized Health and Safety Plan for conducting large projects?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="text"/>
19. Does the company conduct pre-placement medical examinations?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="text"/>
20. Is task-adequate PPE provided to workers?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="text"/>
21. Are employees trained in PPE care, use and maintenance?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="text"/>
22. Do you have a corrective actions process for addressing individual health and safety performance deficiencies	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="text"/>

**23. 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 |  |

**24. 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 |  |
| i. health and safety orientation   | <input type="checkbox"/> Yes | <input type="checkbox"/> No |  |
| ii. health and safety meetings   | <input type="checkbox"/> Yes | <input type="checkbox"/> No |  |
| iii. workplace inspections   | <input type="checkbox"/> Yes | <input type="checkbox"/> No |  |
| iv. health and safety audits   | <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 |  |

**25. 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 |  |

**26. 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 |  |

**27. 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_ | <input type="checkbox"/> Yes | <input type="checkbox"/> No |  |

*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 7**  
**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</u> <u>Rate</u>
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**PART 4 - FORM OF PROPOSAL**  
**PROPOSAL FORM 8**  
**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 number of years of related working experience of the individual key personnel in working together on previous relevant projects;
- A team structure, including resumes of key personnel that will be assigned to this project *(including Subcontractor(s), if any)*.
- A statement indicating whether the key personnel is an employee of the Respondent or is a Subcontractor; 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>
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**PART 4 - FORM OF PROPOSAL  
PROPOSAL FORM 9  
SCHEDULE AND PROPOSED APPROACH**

**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	May 27, 2025
Start Date	June 20, 2025
Completion Date	September 30, 2025

Do you agree to complete the Work required by September 30, 2025?

Respondent confirms that they will complete the Work required by September 30, 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, methodology and tools to be used 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 10  
CONTRACTOR'S QUALIFICATION STATEMENT**

1. Respondents shall include a company profile.

In the event that Respondents are 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 10, a company profile for each subcontractor.

2. Respondents shall supply a minimum of three (3) project descriptions for projects of a similar nature and scope. 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.

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

**PART 4 - FORM OF PROPOSAL**  
**PROPOSAL FORM 11**  
**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 EQUIPMENT PURCHASE AGREEMENT** made effective **XXX** (the “Effective Date”)

**BETWEEN:**

ONTARIO NORTHLAND TRANSPORTATION COMMISSION

(“ONTC”)

and

**XXX**

(“Supplier”)

**THE PARTIES AGREE AS FOLLOWS:**

**INTERPRETATION**

1. **Definitions.** In this Agreement,

“**Acceptance Date**” means the date following inspection and testing of the Equipment by ONTC that ONTC advises the Supplier there are no observable Defects in the Equipment;

“**Agreement**” means this agreement and all attached schedules;

“**Applicable Laws**” means means all requirements under or prescribed by the common law, and all applicable federal, provincial, regional, local or municipal laws, statutes, codes, acts, permits, licenses, ordinances, orders, by-laws, rules and regulations, which may now, or at any time hereafter be applicable to and enforceable in relation to the matters to which this Agreement relates;

“**Change Order**” has the meaning set out in Section 12;

“**Confidential Information**” means all information of ONTC that is of a confidential nature, including all confidential information in the custody or control of ONTC, regardless of whether it is identified as confidential or not, and whether recorded or not, and however fixed, stored, expressed or embodied, which comes into the knowledge, possession or control of the Supplier in connection with the Agreement. For greater certainty, Confidential Information shall:

- (a) include: (i) all new information derived at any time from any such information whether created by ONTC, the Supplier or any third-party; (ii) all information (including Personal Information) that ONTC is obliged, or has the discretion, not to disclose under provincial or federal legislation or otherwise at law; but
- (b) not include information that: (i) is or becomes generally available to the public without fault or breach on the part of the Supplier of any duty of confidentiality owed by the Supplier to ONTC or to any third-party; (ii) the Supplier can demonstrate to have been rightfully obtained by the Supplier, without any obligation of confidence, from a third-party who had the right to transfer or disclose it to the Supplier free of any obligation of confidence; (iii) the Supplier can demonstrate to have been rightfully known to or in the possession of the Supplier at the time of disclosure, free of any obligation of confidence

when disclosed; or (iv) is independently developed by the Supplier; but the exclusions in this subparagraph shall in no way limit the meaning of Personal Information or the obligations attaching thereto under the Agreement or at law;

**“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 Supplier to perform its obligations under the Agreement; and,
- (b) the offer or giving of a benefit of any kind by or on behalf of the Supplier to anyone employed by or otherwise connected with ONTC.

**“Contract Price”** has the meaning set out in Section 5;

**“Defect” or “Defective”** means non-conformity to the quantity, quality, specifications, and/or other requirements set out in the Agreement;

**“Delivery Date”** has the meaning set out in Section 14;

**“Environmental Laws”** means all applicable federal, provincial, territorial, municipal and local laws, statutes, ordinances, by-laws and regulations, judgments, decrees, common laws and principles thereof, and orders, directives and decisions rendered or issued by any governmental authority relating to Environmental Contaminants or the protection of human health, natural resources or the environment;

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

**“Equipment”** means all supplies, materials, equipment or other things required to be furnished or delivered as specified in Schedule A (Specifications) and Schedule B (Supplier’s Proposal);

**“FIPPA”** means the *Freedom of Information and Protection of Privacy Act*, R.S.O. 1990, c. F.31, as amended, or any successor or replacement thereof;

**“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, 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 priorities of any government or other public authority; 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 Equipment;

**“Intellectual Property”** 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 Equipment;

**“Loss” or “Losses”** means loss, liability, damage, cost, legal cost and disbursement whatsoever arising out of or related to the Equipment or this Agreement, whether in contract, tort or otherwise;

**“Notice”** includes notification or communication required or permitted to be given by one party to the other party under this Agreement;

**“ONTC Parties”** includes ONTC and its officers, directors, employees, contractors and agents and those for whom ONTC is in law responsible;

**“Supplier Parties”** includes the Supplier and its officers, directors, employees, contractors and agents for whom it is at law responsible;

**“Standard of Care”** has the meaning set out in Section 8; and,

**“Term”** has the meaning set out in Section 6.

2. **Construing this Agreement.** This Agreement is to be construed and interpreted with all changes in number and gender as may be required by the context. The obligations of the parties contained in this Agreement have, where applicable, the status of representations, warranties and covenants by the respective obligated party. Time is of the essence of this Agreement, including if any extension of time is permitted.
3. **Precedence.** Subject to any contrary intention elsewhere in this Agreement, in case of any inconsistency or conflict among the Schedules and the body of this Agreement, the documents shall prevail in the following order, but only to the extent necessary to resolve the conflict or inconsistency:
  - (a) The body of this Agreement;
  - (b) Schedule A (Specifications for Equipment);
  - (c) Schedule B (Supplier’s Proposal); and
  - (d) Any other documents incorporated by reference in any of the foregoing.

#### **PARTICULARS OF THIS AGREEMENT**

4. **Description of the Equipment.** The Equipment to be provided under this Agreement is **XXXX**, as more particularly described in Schedule A (Specifications for Equipment) and Schedule B (Supplier’s Proposal). The Supplier shall provide installation of the Equipment and on-site training on the Equipment as described in Schedule A, which shall be included in the Contract Price.
5. **Contract Price.** ONTC shall pay the Supplier for the Equipment to be supplied under this Agreement, the following amounts: **XXX**, excluding HST (the **“Contract Price”**).

6. **Duration of this Agreement.** This Agreement becomes effective on the Effective Date, and, unless terminated earlier in accordance with this agreement, lasts until final completion or expiry of the Supplier's obligations under this agreement.
7. **Contract Documents.** The contract documents consist of the following:
- (a) This Agreement;
  - (b) Schedule A (Specifications for Equipment), 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 (Specifications); and
    - iii. the document identified as Schedule 3-A-3 in the RFP (Policies and Procedures).
  - (c) Schedule B (Supplier's Proposal); and,
  - (d) Any other documents incorporated by reference in any of the foregoing
- (the "Contract Documents").

## **SUPPLY OF THE EQUIPMENT**

8. **Standard of Care.** The Supplier shall:
- (a) provide the Equipment in accordance with all Applicable Laws and the Contract Documents;
  - (b) in performing its obligations under the Contract Documents, exercise the standard of care, skill and diligence that would normally be provided by an experienced and prudent Supplier providing equipment of a similar nature to the Equipment;
  - (c) ensure any equipment used by the Supplier or by its Subcontractors at ONTC's premises will be in safe working condition, will comply with all laws applicable to such equipment and will be operated by suitably qualified and competent Supplier Parties; and
  - (d) while being on ONTC's property, comply with ONTC's policies, including its Fit for Duty Policy,
- (collectively, the "**Standard of Care**").

The Supplier acknowledges and agrees that throughout the performance of its obligations under the Contract Documents, the performance of the Supplier's obligations, duties and responsibilities shall be judged against the Standard of Care. The Supplier shall exercise such Standard of Care in respect of any products, personnel or procedures which it may provide to ONTC.

9. **Vendor Performance Policy.** ONTC has a Vendor Performance Policy which requires ONTC to complete an evaluation of the Supplier's performance of its obligations under this Agreement. The performance evaluation of the Supplier for the supply of this Equipment will be

used in the assessment of the Supplier's proposals in response to future procurements. The performance evaluation may also result in the Supplier 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>.

10. **Obligations of the Supplier.** The Supplier shall:

- (a) provide the Equipment in compliance with all Applicable Laws;
- (b) obtain all permits required for the Equipment and provide them to ONTC upon request;
- (c) ensure that it and its personnel have all certifications required to provide the provide the Equipment, keep such certifications in good standing, and provide evidence of the requisite certifications to ONTC upon request;
- (d) avoid any Conflict of Interest during the performance of the contract; and
- (e) disclose to ONTC any Conflict of Interest the Supplier has or potentially has that arises during the performance of the contract.

11. **Conflict of Interest.** If a potential or actual Conflict of Interest of the Supplier arises during the Supplier's provision of the Equipment,

- (a) ONTC has the sole right to determine whether any situation or circumstance constitutes a Conflict of Interest;
- (b) ONTC has the right to prescribe the manner in which the Supplier should resolve the Conflict of Interest; and
- (c) ONTC may terminate the Agreement immediately upon Notice to the Supplier if the Supplier fails to disclose any actual or potential Conflict of Interest, if the Supplier fails to resolve its Conflict of Interest as directed by ONTC or if ONTC determines that the Conflict of Interest cannot be resolved.

12. **Changes.** Changes of any kind to the design or specifications for the Equipment shall only be made by the Supplier, upon receipt of a written change order signed by an authorised member of each Party (each, a "Change Order"). The Change Order shall provide details of the change in design or specifications and specify any agreed adjustment to the Contract Price in respect of the change and any agreed adjustment to the production schedule, whether an increase or reduction. A Change Order shall represent the full amount payable for all costs and any adjustment to the schedule associated with the change or changes for which it was issued. ONTC shall have no liability whatsoever for any claim for payment for additional costs incurred by the Supplier which have not been authorized in advance by ONTC by way of a Change Order.

13. **Environmental Obligations.** The Supplier shall comply with all Environmental Laws in the provision of the Equipment. If the Supplier fails to comply with Environmental Laws relating to the provision of the Equipment, the Supplier shall be solely responsible for all costs, claims, fines, fees or other expenses arising from the failure by the Supplier to comply with the Environmental Laws in the provision of the Equipment.

14. **Delivery and Acceptance.** The delivery date for the Equipment shall be on or before: **XX** (the “**Delivery Date**”). The Supplier shall be responsible for delivery of the Equipment to the location specified by ONTC on or before the Delivery Date. The Supplier shall pay all costs incurred in connection with the shipping and delivery of the Equipment including all duties, excise taxes and brokerage fees.
15. **Inspection and Testing.** ONTC shall inspect and test the Equipment within 30 days of delivery. Within one business day following the inspection and testing, ONTC shall either accept the Equipment or advise the Supplier of any Defects discovered in the Equipment and may:
  - (a) require the Supplier to remedy the Defect at ONTC’s location within a specified number of days; or
  - (b) if the Defect is unable to be remedied at ONTC’s location, require the Supplier to retrieve the Equipment and remedy the Defect at the Supplier’s location within a specified number of days.
16. **Remediation of Defects.** Following the remediation of a Defect pursuant to section 15, ONTC shall re-inspect and test the Equipment to determine if the Defect has been remediated. If the Defect has not been remediated, the procedures in section 15 shall be repeated. When all the Defects have been remediated, ONTC shall accept the Equipment and advise the Supplier of such acceptance.
17. **Rejection of Equipment.** Notwithstanding sections 15 and 16, if, following inspection and testing, ONTC determines, in its sole discretion, that the Defects are unable to be remediated, ONTC may reject the Equipment and the Supplier shall retrieve the Equipment from ONTC’s location at its sole expense and ONTC shall pursue its remedies under this Agreement and Applicable Laws.
18. **Training.** The Supplier shall provide ONTC employees with on-site training on the proper operation and maintenance of the Equipment, in a format and with the content agreed upon by the parties.
19. **Title and Risk.** Subject to any contrary intention in the Contract Documents, title to all Equipment and all risk of damage or loss thereof shall pass to ONTC on the Acceptance Date.
20. **Time of the Essence.** The parties agree that time is of the essence in this agreement and the Equipment must be delivered to ONTC by the Delivery Date.
21. **Damages for Delay.** The Supplier acknowledges that ONTC will suffer damages if the Equipment is not delivered to ONTC on or before the Delivery Date for reasons other than Force Majeure or if the Equipment has Defects that delay the Acceptance Date. The Supplier shall be responsible for all Losses suffered by ONTC as a result of failure to deliver on or before the Delivery Date or a delay in the Acceptance Date due to Defects. Notwithstanding any other provision of the Contract Documents, these Losses shall include, but not be limited to, the cost to ONTC, including the cost of internal resources, to obtain alternate equipment, any losses to ONTC due to a delay in obtaining alternate equipment, and any other incidental, consequential or other indirect damages.

## **INTELLECTUAL PROPERTY**

22. **Intellectual Property Approvals.** The Supplier is responsible for obtaining all approvals and licenses with regarding to any Intellectual Property rights associated with the Equipment.
23. **IP Indemnity.** The Supplier shall be liable for and fully indemnify and hold harmless ONTC against any liability, whether direct or indirect, arising out of a claim by any third party against ONTC alleging that the Equipment and its use by ONTC, infringes any Intellectual Property rights. In the event that an injunction is obtained against ONTC's use of the Equipment because of patent or copyright infringement, in addition to any other remedy available to ONTC, the Supplier shall replace the Equipment to the satisfaction of ONTC so that it becomes non-infringing.

## **WARRANTY**

24. **Warranty.** The warranty for the Equipment provided by the Supplier is described in Schedule B. If any of the provisions of the warranty are inconsistent with the provisions of this Agreement or with the Schedule A, the provisions of this Agreement or the Specifications, as the case may be, shall prevail.
25. **Right to Sell.** At the Delivery Date and for the duration of the warranty period, the Supplier warrants that it has the full right and legal authority to sell the Equipment to ONTC.
26. **OEM Warranties.** ONTC shall benefit from all legal and manufacturer's warranties available in connection with the Equipment, equipment, machinery, tools and consumables incorporated in the Equipment and the Supplier shall assign all such warranties to ONTC on the same terms in which these warranties have been provided to the Supplier, to the extent such warranties permit assignment. The Supplier shall cooperate with ONTC in the enforcement of the assignment and the warranties against the manufacturers.

## **DELIVERABLES**

27. **Deliverables.** The Supplier shall, at the time of delivery of the Equipment, provide to ONTC, the following:
- (a) Warranty information;
  - (b) Operation manual;
  - (c) Training materials; and,
  - (d) Maintenance kit.

## **PAYMENT FOR THE SERVICES**

28. **Amounts Chargeable.** The Supplier may charge ONTC, for the provision of the Equipment amounts not greater than the Contract Price and any Change Orders.
29. **Payment.** ONTC shall pay the Supplier the Contract Price for the Equipment, less a ten percent holdback, on the Delivery Date. The holdback shall be released on the Acceptance Date, less any amounts owing to ONTC by the Supplier.



30. **Set-Off.** Whenever any amount is recoverable from or payable by the Supplier to ONTC pursuant to the Contract Documents, ONTC may deduct this amount from any amount due to the Supplier.
31. **Final Invoice.** As of the date of submission of the final invoice, the Supplier expressly waives and releases ONTC from any further claims against ONTC, related to the Contract Documents, except those claims stated in the final invoice and those claims made in writing prior to the date of submission of the Supplier's final invoice and still unsettled.

### **CONFIDENTIAL INFORMATION**

32. **General Confidentiality Requirements.** The Supplier shall:
- (a) ensure that all Supplier Parties comply with all the provisions of this Agreement relating to Confidential Information and the Supplier shall be responsible for any failure by any Supplier Party to do so;
  - (b) use Confidential Information only for the purposes of providing the Equipment;
  - (c) not copy or transcribe into another form, any Confidential Information received from ONTC except as reasonably necessary; and,
  - (d) upon the termination of this Agreement, or earlier upon the request of ONTC, promptly destroy or return (as directed by ONTC) all Confidential Information disclosed to the Supplier.
33. **Keeping Confidential Information Confidential.** Except as provided in this Agreement, the Supplier shall keep confidential all Confidential Information collected on behalf of ONTC or disclosed to it by ONTC and shall protect the Confidential Information disclosed to it by ONTC, in the same manner and to the same extent that it protects its own Confidential Information. This obligation shall survive the termination of this Agreement.
34. **Disclosing Confidential Information.** The Supplier may disclose Confidential Information if:
- (a) ONTC approves the disclosure in writing;
  - (b) the Supplier is required by law to disclose it, in which case it shall promptly notify ONTC to allow ONTC the opportunity to intervene to prevent the disclosure;
  - (c) the Confidential Information is generally and publicly available; or
  - (d) the Confidential Information was disclosed to the Supplier on a non-confidential basis from a source other than ONTC which the Supplier believes is not prohibited from disclosing such information as a result of an obligation in favour of ONTC;
  - (e) is developed by the Supplier independently of, or was known by the Supplier prior to, any disclosure of such information made by ONTC; or
  - (f) to the extent required by an order of a court of competent jurisdiction, administrative agency or governmental body, or by any law, rule or regulation, or by subpoena, summons or other administrative or legal process, or by applicable regulatory or professional

standards or in connection with any judicial or other proceeding relating to Supplier's Equipment to ONTC or this Agreement.

35. **FIPPA.** The Supplier specifically acknowledges that ONTC is subject to FIPPA, and that ONTC may be compelled by law to disclose certain information provided by the Supplier. Where the Supplier is collecting Personal Information on behalf of ONTC, the Supplier must comply with the provisions in FIPPA regarding the collection, retention, use, disclosure and disposal of Personal Information.
36. **Breach of Confidentiality.** The Supplier acknowledges and expressly agrees that any breach by it of this Agreement which does or may result in loss of confidentiality of the Confidential Information or an unauthorized release of Personal Information would cause ONTC irreparable harm for which damages would not be an adequate remedy. If the Supplier breaches the confidentiality provisions of this Agreement, ONTC shall have the right to seek injunctive relief against the continuing or further breach by the Supplier, without the necessity of proof of actual damages. The right to seek injunctive relief without the necessity of proof of damages shall be in addition to any other right which ONTC may have under this Agreement or otherwise in law or in equity. This section shall continue to bind the Supplier after the expiry or termination of this Agreement.

#### **INDEMNITY AND LIMITATION OF LIABILITY**

37. **General Indemnity.** The Supplier shall indemnify and hold harmless ONTC and ONTC Parties from and against all Losses which may arise by reason of the exercise of the responsibilities and obligations contained herein by the Supplier or as a result of any breach of the terms of this Agreement by the Supplier or by any act or omission of the Supplier or Supplier Parties, 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 ONTC Parties. The Supplier shall, at ONTC's election, either assume the defence of every proceeding brought in respect of such Loss, or cooperate with ONTC in the defence, including providing ONTC with prompt Notice of any possible Loss and providing ONTC with all information and material relevant to the possible Loss. For the purpose of enforcement of this indemnity, ONTC is acting as agent and trustee for the ONTC Parties.
38. **Specific Indemnities.** The Supplier shall indemnify and hold harmless ONTC and ONTC Parties from and against all Losses incurred by ONTC arising from:
- (a) any decision or interpretation by any court or governmental authority that: (i) any of the Supplier Parties is an employee of ONTC; or (ii) ONTC is liable to pay statutory contributions or deductions in respect of any of the Supplier 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 Supplier or Supplier Parties may have during or after the term of this Agreement;
  - (c) any claim by any third party against ONTC alleging that the Equipment and its use by ONTC infringes any Intellectual Property rights;
  - (d) any claim against ONTC arising from the failure of the Supplier to protect the confidentiality of Confidential Information; and

- (e) safety infractions committed by the Supplier under health and safety legislation, regulations, guidelines or orders, including the *Occupational Health and Safety Act*.
- 39. **Bodily Injury and Property Damage.** The Supplier shall make full and complete compensation for any bodily injury or death to any person while providing the Equipment and for any damage caused to ONTC's physical property by an act or omission of the Supplier or a Supplier Party.
- 40. **Supplier Losses.** The Supplier shall be liable for any claims arising from any personal injuries to or death of any of the Supplier Parties or from any loss of or damage to any property belonging to the Supplier or Supplier Parties during the provision of the Equipment unless caused by the negligent act or omission of ONTC or ONTC Parties.
- 41. **Waiver.** The Supplier waives against ONTC and ONTC Parties 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 Supplier or Supplier Parties and for any loss or damage of the Supplier unless caused by the negligent act or omission of ONTC or ONTC Parties.
- 42. **Limitation of Liability.** Notwithstanding any other provision of this Agreement,
  - (a) Neither party shall be responsible for indirect, consequential, special, incidental or contingent damages of any nature whatsoever, including loss or revenue or profit. This limitation shall apply regardless of the form of action, damage, claim, liability, cost, expense or loss, whether in Agreement (including fundamental breach), statute, tort (including negligence), or otherwise, and regardless of whether a party 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, 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.
- 43. **Survival.** The sections in this part "Indemnity and Limitation of Liability" shall survive the expiry or termination of this Agreement.

## **INSURANCE**

- 44. The Supplier 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, bearing original signatures of authorized insurance representatives and satisfactory to ONTC:
  - (a) Commercial General Liability Insurance to a limit of not less than five million dollars (\$5,000,000) inclusive per occurrence, including "Ontario Northland Transportation Commission" as an additional insured, with no limitations on or exclusions from coverage arising from working on or around railway property, covering bodily injury, personal injury, death and damage to property, including loss of use of such property, containing cross liability coverage and preclude subrogation claims by the insurer against ONTC and

endorsed to provide ONTC with not less than thirty (30) days' notice, in advance, of any cancellation, change or amendment restricting coverage.

45. The Supplier shall ensure that all the insurance is primary and does not call into contribution any other insurance coverage available to ONTC. The Supplier shall not do or omit to do anything which would impair or invalidate the insurance policies.

### **FORCE MAJEURE**

46. **Force Majeure.** Whenever and to the extent either party is unable to fulfil, or is delayed or restricted in fulfilling, any of its obligations under this Agreement by reason of a Force Majeure event, the time for fulfilling such obligation is extended for such reasonable time as may be required by that party to fulfil such obligation, provided that any such inability, delay or restriction does not relate to any extent to any act or omission by that party. No extension of time will be given unless the party seeking the extension submits to the other party within five business days after the date on which the party ought reasonably to have been aware of the Force Majeure event a Notice requesting the extension of time, the cause of the Force Majeure event, the expected duration of the extension and mitigation efforts being undertaken by the party.

### **TERMINATION**

47. **Early Termination.** This Agreement may be terminated early as follows:

- (a) by the mutual written agreement of the parties;
- (b) by ONTC immediately upon written notice to the Supplier if the Supplier is in default or breach in respect of any condition or provision of this Agreement;
- (c) by ONTC, for any reason, upon not less than ten (10) days' prior written Notice; or,
- (d) by the Supplier upon written Notice to ONTC, where ONTC has failed to observe or perform any of its obligations under this Agreement, and such failure has not been remedied to the reasonable satisfaction of the Supplier within thirty (30) days of providing written Notice to ONTC detailing the nature of such failure and requiring that such failure be remedied.

48. **Immediate Termination.** This Agreement will terminate immediately upon:

- (a) the winding up or dissolution of the Supplier; or
- (b) subject to the provisions of the *Bankruptcy and Insolvency Act*, RSC 1985, c. B-3, the Supplier making an assignment for the benefit of its creditors, becoming bankrupt or insolvent, undergoing reorganization, making a proposal to its creditors, or otherwise becoming financially unable to perform its obligations under this Agreement.

49. If this Agreement is terminated early for any reason other than those described in section 47 (a) or (d), then:

- (a) ONTC is excused from further performance under this Agreement;

- (b) any money payable by the Supplier to ONTC is immediately due and payable;
- (c) ONTC shall not be responsible for paying any amount over and above the chargeable amounts, including payment on a pro-rated basis if applicable, incurred up to the effective date of such termination, or a later date if work, already commenced by the Supplier, cannot reasonably be discontinued until such later date;
- (d) ONTC shall retain any rights, powers and remedies it has or may have against the Supplier; and
- (e) ONTC may enter an agreement with another person to provide the Equipment. The Supplier shall be liable for all costs incurred by ONTC in procuring the Equipment from another person(s).

### **ASSET INFORMATION REQUIREMENTS**

50. **Asset Information Requirements.** With respect to the asset or assets supplied by the Supplier under this Agreement, the Supplier must, if requested, provide to ONTC:

- (a) upon agreement execution, an asset handover plan which outlines the details of the Supplier's asset handover activities throughout the Term of the Agreement, and which meets ONTC's asset handover requirements;
- (b) within thirty (30) days of receiving it, a completed Asset Information Requirements form ("AIR Form") in MS Excel format which sets out the digital asset information, electronic documents, and master data required by ONTC (which will vary by asset class);
- (c) prior to issuing the Handover Certificate in subsection (d), the documentation, manuals and other information as set out in the Asset Handover Plan and/or AIR Form (which may include without limitation Warranty, OEM maintenance requirements, as-built drawing files and manuals and maintenance guides); and
- (d) prior to delivering the asset, a Handover Certificate which confirms that the asset is ready to be delivered, fit for service, and complies with the Agreement requirements, and which lists all data, information and documents being provided by the Supplier.

The Supplier may also provide to ONTC:

- (a) internet-based tool / repositories for warranty, training, servicing and parts including preparation and transmittal of the information required in the AIR Form;
- (b) access to training, education and reference libraries that are robust, secure and value-added (any fees or licensing for such systems must be as agreed to in advance by the Parties); and
- (c) access to internet resources for the purpose of administering warranty, parts, or equipment

## **COMMUNICATIONS**

51. **Communication.** ONTC or the Government of Ontario will lead and make any announcements relating to this Agreement. The Supplier 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 Agreement unless prior written consent is given by ONTC. Should the Supplier 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 Agreement, the Supplier shall provide no comment and shall immediately notify ONTC. The Supplier shall immediately notify ONTC if it becomes aware of any publication or announcement relating to the Agreement.

## **OTHER WARRANTIES**

52. **Anti-Corruption.** The Supplier 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 the Agreement with the Supplier.
53. **Bribery.** The Supplier 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 Supplier becomes aware of an actual or attempted bribe, extortion, delay or obstruction relating to the Agreement, the Supplier shall report the incident to ONTC immediately.
54. **Forced Labour.** The Supplier warrants that it is unaware of any forced labour or child labour being used at any step of the production of goods produced or services purchased or distributed by it in Canada or elsewhere or for the production of goods or services imported by the Supplier. The Supplier 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 Supplier shall comply with the reporting requirements under the *Fighting Against Forced Labour and Child Labour in Supply Chains Act*, S.C. 2023 c.9.
55. **Sanctions.** 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 Supplier shall comply with any such regulations that are in force on the effective date of the Agreement and will require such compliance by its first-tier subcontractors.
56. **Reliance.** ONTC relies on the warranties from the Supplier in sections 52 to 55 in entering into the Agreement, and any breach of such undertaking shall entitle ONTC to terminate the Agreement for default and to recover damages from the Supplier, including excess re-procurement costs.

## **GENERAL**

57. **Assignment.** Neither party may assign their respective rights and obligations under this Agreement without first obtaining the written consent of other party, provided, however, that either party may assign this Agreement to an affiliate or the successor of its business upon written notice to the other party. This Agreement shall enure to the benefit of, and be binding upon, the parties and their respective successors (including any successor by reason of amalgamation, merger or statutory arrangement of any party) and permitted assigns.
58. **Notice.** Any Notice under this Agreement shall be given in writing and delivered personally or by email or prepaid courier addressed as follows:

To ONTC at:  
Ontario Northland Transportation Commission  
555 Oak Street  
North Bay ON P1B 8L3

Attention:

T:  
E:

And to:  
Legal Services & Corporate Governance  
[Legal@ontarionorthland.ca](mailto:Legal@ontarionorthland.ca)

To the Supplier at:

Attention:

T:  
E:

or at such other address or addresses as ONTC and the Supplier may designate from time to time. The date of receipt of a Notice if sent by email or personal delivery shall be the date of delivery and if sent by prepaid courier shall be the second day after pick-up by the courier.

59. **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.
60. **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.
61. **Governing Law.** This Agreement shall be governed by and constituted in accordance with the laws in force in the Province of Ontario, excluding any 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.
62. **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 Supplier as though such section or part or parts thereof had never been included in this Agreement.

63. **Entire Agreement.** This Agreement constitutes the entire agreement and understanding of the parties and supersedes 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.
64. **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.
65. **Electronic Signatures, Electronic Delivery, and Counterparts.** This Agreement may be executed with electronic signatures and delivered by electronic transmission and the Parties may rely upon all such signatures as though they were original signatures. This Agreement may be executed in counterpart and all such counterparts shall, for all purposes, constitute one agreement binding on the parties.

[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**

### **Specifications for Equipment**

**SCHEDULE B**

**Supplier's Proposal**