

Contract for

Project Name: Snow and Ice Removal at the
Whitby Maintenance Facility

Contract Number: PT-2018-RBEX-614

P.O. Number: 209093



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Snow & Ice Removal at the Whitby Maintenance Facility
PT-2018-RBEX-614

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ARTICLES OF AGREEMENT

Snow and Ice Removal at Whitby Maintenance Facility

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These Articles of Agreement are made as of the 16 day of November 2016.

BETWEEN:

METROLINX, 277 Front Street West, Suite 400, Toronto, Ontario, M5V 2X4,

a provincial Crown corporation incorporated under the laws of Ontario
(hereinafter referred to as "Metrolinx")

- and -

A.1. Roadtech Services Inc.

(hereinafter referred to as the "Vendor")

Vendor Contact Information

Mailing Address:	2600 Gilford Rd., Gilford, ON		
General Phone No.:	647-467-7283	General Facsimile No.	905-235-4013
Contact Person, Name and Title:	Angelo Auciello, President		
Contact Person Email Address:	Angelo.a@roadtechservices.ca	Phone No.	647-467-7283

In consideration of the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are mutually acknowledged, Metrolinx and the Vendor agree as follows:

1.0 Contract

- 1.1 The following documents and any amendments relating thereto form the contract between Metrolinx and the Vendor (the “Contract”):
- (a) these Articles of Agreement;
 - (b) Addenda
 - (c) the document attached hereto and entitled “General Conditions of the Contract”;
 - (d) the document attached hereto and entitled “Scope of Work”;
 - (e) the document attached hereto and entitled “Attachments”
- 1.2 In the event of discrepancies, inconsistencies or ambiguities of the wording of these documents, the wording of the document that first appears on the above list shall prevail over the wording of a document subsequently appearing on the list.
- 1.3 The Vendor has informed itself of the conditions relating to the Work to be performed and is thoroughly familiar with all information and documentation contained in the Contract Document.
- 1.4 The Vendor declares that no Conflict of Interest exists in accordance with the General Conditions of the Contract.
- 1.5 The Vendor agrees to be bound to each and every term, condition, article, covenant and obligation of the Contract.

2.0 Description of Work

- 2.1 The Vendor shall perform and complete with care, skill, diligence and efficiency the Work that is further described as follows:
- (a) For the provision of Snow and Ice Removal at Whitby Maintenance Facility as set out and to be carried out in accordance with the “General Conditions of the Contract” and “Scope of Work” of this Contract.
 - (b) The Work is to be provided to the satisfaction of the Manager, Whitby Facility & Otposts, unless otherwise specified.

3.0 Contract Price

- 3.1 Payment for services rendered and goods supplied in accordance with the terms and conditions of the Contract shall be based on the following:
- (a) The Total Contract Price is firm and is in Canadian funds.

ARTICLES OF AGREEMENT

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- (b) The Total Contract Price includes all specified cash allowances, contingency allowances (if applicable) and all applicable taxes, except Harmonized Sales Tax (H.S.T.).
 - (c) The Total Contract Price represents full payment for all Work necessary for the proper completion of the Contract.
 - (d) The Total Contract Price includes all labour, superintendence, plant, tools, appliances, equipment, supplies and other accessories, services and facilities customs, duties, royalties, handling, transportation, travel, mileage, overhead, profit and all other charges.
 - (e) The Total Contract Price includes all costs associated with provision of a full service snow and ice management program between the period of November 15th and April 15th each Year, including, but not limited to: Plowing, shovelling, salting, loading, hauling and dumping of snow, and delivery and drop off to the Vendor's designated snow storage facility as specified in "Scope of Work" and as per the "General Conditions of the Contract."

ARTICLES OF AGREEMENT

Snow and Ice Removal at Whitby Maintenance Facility

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Item No.	Description	Unit of Measure Lump Sum	Year 1 (Lump Sum Totals)	Year 2 (Lump Sum Totals)	(option) Year 3 * (Lump Sum Totals)	(option) Year 4 * (Lump Sum Totals)
1	Snow and Ice Management Program for the Whitby Maintenance Facility. The lump sum price will include: DLA and Pre-Wet Salting and all snow clearing and snow removal as directed by Metrolinx. Refer to the Whitby Snow Removal Delineation drawing included in the tender.	1	\$298,200.00	\$298,200.00	\$298,200.00	\$298,200.00
TOTAL CONTRACT PRICE						\$1,192,800.00
13% Harmonized Sales Tax (H.S.T.) Amount						\$155,064.00

4.0 Allowances

(a) Contingency Allowance – Additional Snow and Ice Management Services

- (i) This Contingency Allowance is to be used solely for work pertaining to all-inclusive snow and ice management services which fall outside November 15th and April 15th of each Year. The Vendor shall provide services including all necessary Plowing, shovelling, salting, loading, hauling and disposal of snow as per the Scope of Work and General Conditions of the Contract, based on the following pricing formula:

- A. Subtotal (as noted under “Contract Prices”) of applicable Year per Location $\div 180$ calendar days x 3
- B. The Additional Service Rate shall be considered an all-inclusive rate for all services to be provided, as stated in the Scope of Work, on any day the Vendor is called upon by Metrolinx before November 15th or after April 15th to provide any snow and ice management services.
- C. Where Metrolinx requires and calls upon the Vendor to provide daily snow and ice management services prior to November 15th and after April 15th, the Vendor shall provide the same services covered under the Snow and Ice Management Program as per the General Conditions of the Contract and the Scope of Work

(ii) Contingency Allowances

- A. Contingency Allowances are subject to the General Conditions of the Contract.

5.0 Harmonized Sales Tax

- 5.1 The Vendor is bound by the General Conditions of the Contract as it relates to Harmonized Sales Tax.

6.0 Options

6.1 Option Years

- (a) Option Year is defined as a specified timeframe, in accordance with Section 8.0 below, in which the Work shall be carried out in accordance with the Contract requirements at the fixed all-inclusive prices stated in Section 4.0

herein solely if Metrolinx exercises its option to proceed with an Option Year in accordance with Sections 7.1(a) and 7.1(b) below.

- (b) It is understood that Option Year Three and Option Year Four are options exercisable at the sole discretion of Metrolinx. In the event Metrolinx does not exercise its option, the Contract shall be considered complete upon expiration of the current year.
- (c) Each Option Year shall be automatically exercised unless Metrolinx informs the Vendor with sixty (60) days written notice prior to the end of the current year that Metrolinx will not be exercising such Option Year.

6.2 Smart About Salt

- (a) For the duration of the Contract, the Vendor shall provide Metrolinx with documentation by June 15th of the current year of an option year renewal, for verification the Vendor has a continued designation. Failure by the Vendor to maintain Smart About Salt Certification may result in Metrolinx not exercising option years.

7.0 Project Schedule

7.1 The Work shall be carried out from the date of these Articles of Agreement and in accordance with the dates noted in the Project Schedule for the Work as follows:

- (a) Year One (1): November 15, 2018 – April 15, 2019 ;
- (b) Year Two (2): November 15, 2019 – April 15, 2020 ;
- (c) Year Three (3): November 15, 2020 – April 15, 2021 ;
(Option Year Three to be exercised at the sole discretion of Metrolinx)
- (d) Year Four (4): November 15, 2021 – April 15, 2022
(Option Year Four to be exercised at the sole discretion of Metrolinx).

8.0 Total Contract Price

8.1 The Total Contract Price is established as follow:

- 1. TOTAL CONTRACT PRICE.....\$1,192,800.00
- 2. H.S.T AMOUNT (13%).....\$ 155,064.00

CONSULTANT'S H.S.T. NUMBER: 821312253

ARTICLES OF AGREEMENT

Snow and Ice Removal at Whitby Maintenance Facility

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A.1. Roadtech Services Inc.

Per: _____

Name:

Title:

Per: _____

Name:

Title:

I/We have authority to bind the Corporation

METROLINX

Per: _____

Name:

Title:

Per: _____

Name:

Title:

I/We have authority to bind the Corporation

IN WITNESS WHEREOF, the above signed have executed this agreement, this day
of , 20 .

Date: October 29, 2018

Tender No. PT-2018-RBEX-614
Snow and Ice Removal at Whitby Maintenance Facility

The following amendments/clarifications hereby form part of this Addendum which in turn form part of the Tender Document. The contents of this Addendum shall be accounted for in the Submission, including any prices bid for the Work.

No consideration will be given for extras and/or changes due to the Bidder not being familiar with the contents of this Addendum.

By way of submitting a Submission, the Bidder acknowledges receipt of this Addendum. All other terms and conditions remain the same.

1.0 CLARIFICATIONS

- 1.1 Refer to the attached document entitled “PT-2018-RBEX_Form of Tender 291018” to use in place of previously issued corrupted document (Revised Document PT-2018-RBEX_Form of tender).

Sincerely,

Dan Doyle
Procurement Officer
Procurement Services, Metrolinx
Direct Dial: 416-202-7851
Email: Dan.Doyle@metrolinx.com

Date: October 26, 2018

Tender No. PT-2018-RBEX-614
Snow and Ice Removal at Whitby Maintenance Facility

The following amendments/clarifications hereby form part of this Addendum which in turn form part of the Tender Document. The contents of this Addendum shall be accounted for in the Submission, including any prices bid for the Work.

No consideration will be given for extras and/or changes due to the Bidder not being familiar with the contents of this Addendum.

By way of submitting a Submission, the Bidder acknowledges receipt of this Addendum. All other terms and conditions remain the same.

1.0 CLARIFICATIONS

- 1.1 Refer to the attached file entitled “Addendum No 1_Clarifications –PT-2018-RBEX-005pdf”, and Dwg – Overhead WRMF Snow and Ice for responses to Bidder enquiries.

Sincerely,

Dan Doyle
Procurement Officer
Procurement Services, Metrolinx
Direct Dial: 416-202-7851
Email: Dan.Doyle@metrolinx.com



REFERENCE NO. :	ADDENDUM NO 3 _ CLARIFICATIONS PT-2018-RBEX-614
DATE OF ISSUANCE:	Friday Oct. 26, 2018

Q #	Reference Document Section (i.e. Instructions, Form of Tender, Drawing No., etc.)	Page # of Section (i.e. Page 1 of 5)	Insert Section # (i.e. Section 1(a))	Questions	RESPONSE
1				Show on site map snow pile locations	Map Attached
2				Install salt dome location and can this been left on site	Can be left on site with the provision that if area is found to be operationally needed it shall be moved. Area marked on attached site map.
3				Smart about salt- if the company is registered to be certified during the tender period will our bid submission be excepted	Metrolinx requires the Contractor to have registered their intent to become Smart About Salt Certified Contracting Company and to submit a copy of the completed document in their Tender Package. Registration may be completed on the Smart About Salt website www.smartaboutsalt.com . For bidder's that currently have the 'Intent' Designation, confirmation of full certification will be required by June 15, 2019 to meet contractual obligations. In addition, for the duration of the Contract, the Contractor shall provide Metrolinx with documentation prior to option year renewal (June 15th) for verification they have a continued designation. Failure by the Contractor to maintain Smart About Salt Certification may result in Metrolinx not considering the Contractor for Option Year Renewals.

Date: October 19, 2018

Tender No. PT-2018-RBEX-614
Snow and Ice Removal at Whitby Maintenance Facility

The following amendments/clarifications hereby form part of this Addendum which in turn form part of the Tender Document. The contents of this Addendum shall be accounted for in the Submission, including any prices bid for the Work.

No consideration will be given for extras and/or changes due to the Bidder not being familiar with the contents of this Addendum.

By way of submitting a Submission, the Bidder acknowledges receipt of this Addendum. All other terms and conditions remain the same.

1.0 FORM of TENDER DOCUMENT REVISION

- 1.1 The Form of Tender document has been revised to include missed sections. The revised Form of Tender Document is attached in the file entitled “Revised Document-PT2018-RBEX-614_form of Tender which supersedes the previous PT-2018-RBEX-614 form of Tender.”

2.0 CLARIFICATIONS

- 2.1 Refer to the attached file entitled “Addendum No 2_Clarifications –PT-2018-RBEX-614pdf”, for responses to Bidder enquiries.

Sincerely,

Dan Doyle
Procurement Officer
Procurement Services, Metrolinx
Direct Dial: 416-202-7851
Email: Dan.Doyle@metrolinx.com



REFERENCE NO. :	ADDENDUM NO 2_ CLARIFICATIONS PT-2018-RBEX-614
DATE OF ISSUANCE:	Friday, Oct. 19, 2018

Q #	Reference Document Section (i.e. Instructions, Form of Tender, Drawing No., etc.)	Page # of Section (i.e. Page 1 of 5)	Insert Section # (i.e. Section 1(a))	Questions	RESPONSE
1	PT-2018-RBEX-248 Form of Tender			The word document PT-2018-RBEX-248 Form of Tender does not include the following: Tender Document Form: Mandatory Technical/Personnel Requirements Tender Document Form: –Bidder’s Occupational Health and Safety Record Tender Document Form: Description of Bidder’s Workforce, Facilities and Snow/Salt Storage Facilities Only the 5 reference pages and the conflict of interest form are included. Is this correct? Please clarify.	See attached revised Form of Tender document that includes the missing sections.

4				Confirm on site storage and parking area	<p>Parking of snow removal equipment will be in the Track Maintenance and Locomotive Wash buildings areas. To be coordinated at Kickoff meeting.</p> <p>Area marked on attached site map.</p>
5				Will operators have access to washroom and cafeteria	<p>Yes. Building for lunch to be determined. Bathrooms can be used in building in close proximity to work.</p> <p>Note: No food services on site.</p>

Date: October 17, 2018

Tender No. PT-2018-RBEX-614
Snow and Ice Removal at Whitby Maintenance Facility

The following amendments/clarifications hereby form part of this Addendum which in turn form part of the Tender Document. The contents of this Addendum shall be accounted for in the Submission, including any prices bid for the Work.

No consideration will be given for extras and/or changes due to the Bidder not being familiar with the contents of this Addendum.

By way of submitting a Submission, the Bidder acknowledges receipt of this Addendum. All other terms and conditions remain the same.

1.0 TENDER DOCUMENT REVISIONS

- 1.1 The Tender document has been revised and the sections affected are noted below. The revised Tender Document is attached in the file entitled “Revised Tender Document PT-2018-RBEX-614” which supersedes all previous Tender Document versions.

162 Pages Attached – changes are highlighted in yellow and are as follows:

Section Affected:	Revisions:
Detailed Scope of Work	Section 7.5 (a), Supervision, co-ordination and Control: Information has been deleted.
Material and Equipment Requirements	Section 1.1-1.6, Description of work, Labour and Equipment: Information has been deleted.

2.0 CLARIFICATIONS

- 2.1 Refer to the attached file entitled “Addendum No 1_Clarifications –PT-2018-RBEX-005pdf”, for responses to Bidder enquiries.

Sincerely,

Dan Doyle
Procurement Officer
Procurement Services, Metrolinx
Direct Dial: 416-202-7851
Email: Dan.Doyle@metrolinx.com



REFERENCE NO. :	ADDENDUM NO 1_ CLARIFICATIONS PT-2018-RBEX-614
DATE OF ISSUANCE:	Wednesday, Oct. 17, 2018

Q #	Reference Document Section (i.e. Instructions, Form of Tender, Drawing No., etc.)	Page # of Section (i.e. Page 1 of 5)	Insert Section # (i.e. Section 1(a))	Questions	RESPONSE
1	Scope of work	2 of 5, page 139	1.1 g	The scope of work – in several places – seems to be copied and pasted from a platform contract that is paid by the hour with standby. This tender is a lump sum amount	See highlighted changes in attached revised Tender Document

TENDER DOCUMENT FORM(S)
FORM OF TENDER

Snow and Ice Removal at Whitby Maintenance Facility
PT-2018-RBEX-614

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- 1.0** The Tender Document Forms, comprised of the documents listed below, form part of the Tender Document and are included as fillable forms as follows:

Document Title	Attached as a Separate File as Follows
Tender Document Form: Contract Prices	MS Word file entitled “Tender Document Forms - PT-2018-RBEX-614”, or as amended via Addenda, if applicable MS Excel fillable file entitled Tender Document Form - Contract Prices - PT-2018-RBEX-614, or as amended via Addenda, if applicable
Tender Document Form: Form of Tender	MS Word fillable file entitled “Tender Document Forms - Tender PT-2018-RBEX-614”, or as amended via Addenda, if applicable
Tender Document Form: Bidder’s Qualifications	
Tender Document Form: Conflict of Interest	
Tender Document Form: Mandatory Technical/Personnel Requirements	
Tender Document Form: –Bidder’s Occupational Health and Safety Record	
Tender Document Form: Description of Bidder’s Workforce, Facilities and Snow/Salt Storage Facilities	

**TENDER DOCUMENT FORM
FORM OF TENDER**

**Snow and Ice Removal at Whitby Maintenance Facility
PT-2018-RBEX-614**

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2.0 Contact Information

The Bidder submitting a Submission is as follows:

- 2.1 Bidder's registered legal business name (or individual) and any other name under which it carries on business:

A.I Roadtech Services Inc.

- (a) If a Joint Venture, enter the registered legal business name of the Participant-in-Charge:

[Click here to enter text.](#)

- (b) If a Joint Venture, enter the registered legal business name of the other Joint Venture members:

[Click here to enter text.](#)

- 2.2 The Bidder's address, telephone and facsimile numbers (if Joint Venture, insert Participant-in-Charge information):

2600 Gilford Road, Gilford, ON L0L 1R0 Cell: (647) 467-7283 Fax: (905) 235-4013

- 2.3 Name, title, address, telephone, e-mail and facsimile numbers of the contact person(s) for the Bidder (if a Joint Venture, insert Participant-in-Charge information)

Angelo Auciello, President, 2600 Gilford Road, Gilford ON L0L 1R0 Cell: (647) 467-7283 angelo.a@roadtechservices.ca Fax: (905) 235-4013

- 2.4 Name of the person who is primarily responsible for the Submission:

Angelo Auciello

- 2.5 New Vendor Information

- (a) If you haven't previously done business with Metrolinx and are submitting a Submission for the first time, please fully complete and provide with the Submission the "New/Update Vendor Form" under "Attachments" and submit the additional documentation as indicated, including:

- (i) Vendor Registration (Articles of Incorporation, Sole Proprietorship Registration, Partnership Agreements, etc.).

**TENDER DOCUMENT FORM
FORM OF TENDER**

**Snow and Ice Removal at Whitby Maintenance Facility
PT-2018-RBEX-614**

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- (ii) Canada Revenue Agency Registration (Business Number)
- (iii) Void Cheque (for Electronic Funds Transfer setup)
- (iv) Sample Invoice.

3.0 Acknowledgements and Declarations

- 3.1 The Bidder acknowledges that its Submission includes the appropriate Tender Document Forms submitted in accordance with the terms and requirements of the Instructions to Bidders. Failure to comply may result in the Bidder's Submission being found non-compliant and disqualified at the sole discretion of Metrolinx.
- 3.2 The Bidder has informed itself of the conditions relating to the Work to be performed and have inspected and is thoroughly familiar with the location of the Work and the plans, specifications, drawings and all terms, conditions and covenants of the Contract.
- 3.3 The Bidder acknowledges receipt of any and all Addenda/Addendum issued hereto and that its Submission has been developed in consideration of the Addenda/Addendum.
- 3.4 The Bidder acknowledges that it meets all mandatory requirements in order for their Submission to be considered further. Failure of a Bidder to meet all of the mandatory requirements shall result in the Bidder's Submission to be non-compliant and disqualified.
- 3.5 All Addenda, Tender Document Forms, the General Conditions of the Contract, specifications and attachments set out in this Tender Document shall be included in and form part of the Contract. Submitting a Submission constitutes acknowledgement that the Bidder has read and agrees to be bound by such conditions.
- 3.6 The Submission is hereby submitted on the condition and with the full understanding that it is an irrevocable offer by the Bidder for a period of one hundred and twenty (120) calendar days from the Closing. The Bidder hereby covenants that it enter into the Contract with Metrolinx as contemplated by the Tender Documents by executing the Contract and will perform and execute the Work at the Total Contract Price if it is notified, in writing, by Metrolinx within one hundred and twenty (120) days of the Closing that it is the successful Bidder.

**TENDER DOCUMENT FORM
FORM OF TENDER**

**Snow and Ice Removal at Whitby Maintenance Facility
PT-2018-RBEX-614**

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- 3.7 The Bidder hereby declares that it has the physical and financial resources to sustain and complete the Work.
- 3.8 The Bidder hereby declares that no Conflict of Interest exists in accordance with “Tender Document Form: Conflict of Interest”.
- 3.9 The Bidder hereby declares that no person, firm or corporation (including any agent of Metrolinx), other than the undersigned or Suppliers or Subvendors engaged in the ordinary course of business, has any interest in this call for Tenders or the proposed Contract for which the Submission is made.
- 3.10 The Bidder acknowledges that by way of the E-Bid Authorized Signer submitting a Submission, the Bidder is agreeing to be bound to each and every term, condition, article and obligation of the Tender Document and any resultant Contract.
- 3.11 The Bidder acknowledges that consistent with Section **Error! Reference source not found.** of Instructions to Bidders, failure by the Bidder, whose Submission was accepted by Metrolinx, to execute and deliver executed Contract with the required Insurance Certificates, Workplace Safety and Insurance Clearance Certificate and the Performance and Labour and Materials Payment Bonds, or specified alternatives, or any other required documentation (as applicable to this Tender Process) shall result in the cancellation of acceptance of the Bidder’s Submission by Metrolinx and forfeiture of the Bidder's Bid Deposit (if applicable).
- 3.12 The submitting of a Submission by a Bidder shall be considered prima facie evidence that the above requirements have been met. Failure to have complied with said requirements shall not relieve the Bidder of its obligation to enter into the Contract and to carry out the Work for the terms and conditions set forth in the Tender Documents.

4.0 Requirement

- 4.1 The Contractor shall provide all labour, superintendence, plant, tools, appliances, equipment, supplies and other accessories, services and facilities necessary to perform the work, as further described in this Tender Document.
- 4.2 The Work is to be performed to the satisfaction of the Metrolinx Facility Supervisors located at the Whitby maintenance facility S, unless otherwise specified.

**TENDER DOCUMENT FORM
FORM OF TENDER**

**Snow and Ice Removal at Whitby Maintenance Facility
PT-2018-RBEX-614**

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1.0 Total Contract Price

- 1.1 The Bidder, by submitting this Submission, hereby offers to Metrolinx to provide all goods and services necessary to execute the Work described by the Tender Documents, including Addenda, and to perform the Work for the Total Contract Price quoted in "Tender Document Form: Contract Prices".

2.0 Pre-Contract/Post-Contract Prices

- 2.1 Metrolinx may require snow and ice control services prior to the commencement of each period of this Contract (November 15th) and shortly after the end of each period (April 15th).
- 2.2 If these services are required the Contractor agrees to the following:
- (a) the costs for this service will be covered under the contingency allowance
 - (b) if required, these services will be authorized by a Director and coordinated by a Metrolinx Supervisor.
 - (c) All crews comprising of all labourers assigned to each crew may be required for a call-out service; or, any number of crews with any number of labourers in part may be required. The number of crews and number of labourers in each crew required will be on an as needed basis and determined by a Metrolinx Supervisor. Each item listed in the pricing tables will be pro-rated to equal the actual number of labourers, equipment and materials required for each call out.
 - (d) Metrolinx is under no obligation to have these Pre-Contract/Post-Contract services performed by the Contractor, if at its sole discretion, it determines that the prices quoted are not consistent with the yearly costs for these services, or for and other reason; and
 - (e) Contingency funds are to be utilized for the Pre-Contract/Post-Contract snow and ice control services only.

3.0 Harmonized Sales Tax

- 3.1 The Bidder acknowledges it has read and agrees to be bound by the General Conditions of the Contract as it relates to Harmonized Sales Tax.
- 3.2 The Bidder declares that the H.S.T. registration number, as stated in the Excel spreadsheet of "Tender Document Form: Contract Prices", is registered to the Bidder providing this Submission.

**TENDER DOCUMENT FORM
FORM OF TENDER**

**Snow and Ice Removal at Whitby Maintenance Facility
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- 3.3 A non-resident Bidder unable to provide a H.S.T. Registration Number at the time of Submission shall be required to provide a H.S.T. Registration Number within five (5) Business Days of acceptance of its Submission by Metrolinx. The Bidder acknowledges that failure to comply with this requirement may result in the Contract being declared VOID.

4.0 Options

4.1 Option Years

- (a) Option Year is defined as a specified timeframe, in accordance with Section 7.0 below, in which the Work shall be carried out in accordance with the Contract requirements at the fixed all-inclusive prices quoted in “Tender Document Form – Contract Prices” (which shall form part of the Articles of Agreement) solely if Metrolinx exercises its option to proceed with an Option Year in accordance with Sections 6.1(c) below.
- (b) It is understood that Year Three and Year Four are options exercisable at the sole discretion of Metrolinx. In the event Metrolinx does not exercise its option, the Contract shall be considered complete upon expiration of the current year.
- (c) Each Option Year shall be automatically exercised unless Metrolinx informs the Vendor with sixty (60) days written notice prior to the end of the current year that Metrolinx will not be exercising such Option Year.
- (d) Smart About Salt
 - (i) For the duration of the Contract, the Vendor shall provide Metrolinx with documentation by June 15th of the current year of an option year renewal, for verification the Vendor has a continued designation. Failure by the Vendor to maintain “**Smart About Salt Certification**” may result in Metrolinx not exercising option years.

4.2 Pre-Contract/Post-Contract Prices services

- (a) It is understood that Pre-Contract/Post-Contract services as described Section 5.0 are optional services exercisable at the sole discretion of Metrolinx.

**TENDER DOCUMENT FORM
FORM OF TENDER**

**Snow and Ice Removal at Whitby Maintenance Facility
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5.0 Project Schedule

- 5.1 Year One (1): November 15, 2018 – April 15, 2019
- 5.2 Year Two (2): November 15, 2019 – April 15, 2020
- 5.3 Year Three (3): November 15, 2020 – April 15, 2021
(Option Year Three to be exercised at the sole discretion of Metrolinx)
- 5.4 Year Four (4): November 15, 2021 – April 15, 2022
(Option Year Four to be exercised at the sole discretion of Metrolinx)

**TENDER DOCUMENT FORM
CONTRACT PRICES**

**Snow and Ice Removal at Whitby Maintenance Facility
PT-2018-RBEX-614**

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1.0 Contract Unit Prices

The Contract Unit Prices are subject to "Tender Document Form: Form of Tender" in addition to this "Tender Document Form: Contract Prices".

- 1.1 Payment for services rendered and goods supplied in accordance with the terms and conditions of the Contract shall be based on the requirements of the "Tender Document Form: Form of Tender" in addition to the following:
 - (a) The Total Contract Price bid shall be firm and quoted in Canadian funds.
 - (b) The Total Contract Price includes all specified cash allowances, contingency allowances (if applicable) and all applicable taxes, except Harmonized Sales Tax (H.S.T.), in force at the date the Submission is submitted.
 - (c) The Total Contract Price quoted shall represent full payment for all the Work necessary for the proper completion of the Contract.
 - (d) The Total Contract Price includes all labour, superintendence, plant, tools, appliances, equipment, supplies and other accessories, services and facilities customs, duties, royalties, handling, transportation, travel, mileage, overhead, profit and all other charges.
 - (e) The Total Contract Price includes all costs associated with provision of a full service snow and ice management program between the period of November 15th and April 15th each Year, including, but not limited to: Plowing, shovelling, salting, loading, hauling and dumping of snow, and delivery and drop off to the Vendor's designated snow storage facility as specified in "Scope of Work" and as per the "General Conditions of the Contract."
 - (f) Price Escalation
 - (i) The prices quoted for Years Two, Three and Four of the Contract shall not vary by more than five percent (5%) from the prices quoted in the previous year.
 - (ii) Any Submission which exceeds the 5% variance in Years Two and through Four, as noted in Section 1.1(f)(i) above, shall be found non-compliant and disqualified.
 - (iii) The Prices quoted for the Pre-Contract/Post Contract services shall not vary more than five percent (5%) from the unit prices for the equivalent items.

**TENDER DOCUMENT FORM
CONTRACT PRICES**

**Snow and Ice Removal at Whitby Maintenance Facility
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- (A) The Additional Service Rate shall be considered an all-inclusive rate for all services to be provided, as stated in the Scope of Work, on any day the Vendor is called upon by Metrolinx before November 15th or after April 15th to provide any snow and ice management services.
- (B) Where Metrolinx requires and calls upon the Vendor to provide daily snow and ice management services prior to November 15th and after April 15th, the Vendor shall provide the same services covered under the Snow and Ice Management Program as per the General Conditions of the Contract and the Scope of Work.

2.0 Allowances

2.1 Cash Allowances

Not Applicable

2.2 Description of Cash Allowances

Not Applicable

2.3 Contingency Allowances

- (a) Contingency Allowances are subject to the General Conditions of the Contract.

3.0 Completion of Pricing Schedules

3.1 Bidders shall fully complete the Excel file entitled "Contract Prices" and insert a Unit Price into each space provided under the Contract Unit Price column.

3.2 "Tender Document Form: Contract Prices" must be submitted as a separate file preferably in Excel format to facilitate the pricing evaluation process, and may not be retyped or recreated. Failure to follow the submission instructions or format requirements may result in the Submission being found non-compliant and disqualified.

3.3 If a "0" is entered in any of the spaces where price information is to be provided, it shall be interpreted as meaning the Vendor shall provide the specified service to Metrolinx at no charge.

3.4 If any space is left blank or an entry of "N/C" or "N/A" or "-" is entered where price information should be entered then the

**TENDER DOCUMENT FORM
CONTRACT PRICES**

**Snow and Ice Removal at Whitby Maintenance Facility
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Submission may be found non-compliant and disqualified consistent with the provisions of the Instructions to Bidders.

**TENDER DOCUMENT FORM:
BIDDER'S QUALIFICATIONS**

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4.0 Qualifications

- 4.1 Metrolinx will use the information submitted by the Bidder in this “Tender Document Form: Bidder’s Qualifications” to determine if the Bidder meets the Bidder’s Qualifications set out in Section **Error! Reference source not found.** of Instructions to Bidders. Projects listed by the Bidder in this “Tender Document Form: Bidder’s Qualifications” must demonstrate that the Bidder has successfully completed contracts for work that meets the criteria as set out in Section **Error! Reference source not found.** of Instructions to Bidders.
- 4.2 The Bidder should complete the following:
- (a) Approximate annual value of similar work performed in Canada for the past five (5) years, if applicable.
- | | | |
|-------|------|---------------------------|
| (i) | 2017 | \$275,154.30 |
| (ii) | 2016 | \$218,358.00 |
| (iii) | 2015 | \$37,595.00 |
| (iv) | 2014 | Click here to enter text. |
| (v) | 2013 | Click here to enter text. |

5.0 Reference Checks

- 5.1 References will be checked using a standard uniform method. Opinions of previous customers regarding budget and schedule experience, dependability, attitudes of employees and/or Subvendors concern for efficiency, safety, economy and environment, sensitivity to community, and quality of service among others may be taken into account when evaluating the reference projects.
- 5.2 The Bidder shall ensure that contact information provided for each reference project is current and accurate in order to enable Metrolinx to obtain all necessary information for evaluation purposes in a timely manner. If Metrolinx is unable to validate a reference project through the customer contact person provided by the Bidder, Metrolinx may, at its sole discretion consider the reference project invalid.
- 5.3 Metrolinx reserves the right to forward the information provided by the Bidder within its Submission in relation to the cited project to the

**TENDER DOCUMENT FORM:
BIDDER'S QUALIFICATIONS**

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identified customer contact person to verify the various elements of the information provided.

- 5.4 In order to provide the sought after information in relation to a reference project, the named customer contact person identified as a reference for a cited reference project shall have held a position within the reference organization, directly involved in the referenced project, and in a position to verify that the work was carried out by the Bidder in relation to the reference project in question.
- 5.5 For any discrepancies resulting from the reference check, Metrolinx may, at its sole discretion, re-contact the Bidder in writing for a written clarification or validation of information provided. Section 16.1(c) shall apply for any misrepresentations, inaccurate or misleading information provided in Tender Document Form: Bidder's Qualifications.

6.0 Reference Projects

- 6.1 The Bidder shall complete the following charts using relevant projects as per the requirements of Section 8.0 of Instructions to Bidders. The Bidder must submit descriptions of relevant projects below, for work that meets the criteria stated in Section 8.0 of Instructions to Bidders.
- (a) Reference projects submitted shall be for work completed by the Bidder providing the Submission, and not for a Subvendor or individual, unless indicated otherwise by Metrolinx.
- (b) Where a Bidder has completed similar relevant work for Metrolinx in the past five (5) years, the Bidder shall be required to identify and list such projects as part of its reference projects to be submitted.
- 6.2 The Bidder should complete the following chart for each project that the Bidder is describing to demonstrate that the Bidder meets the Corporate Firm's Qualifications. Bidders are required to start with the most recent project and to use additional pages if required.
- (a) The Bidder may attach two (2) additional pages of information for each reference project submitted below.
- 6.3 Reference projects must demonstrate the Bidder's experience and qualifications in the following areas of the Work:

**TENDER DOCUMENT FORM:
BIDDER'S QUALIFICATIONS**

**Snow and Ice Removal at Whitby Maintenance Facility
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- (a) Provide five (5) satisfactorily completed relevant reference projects which demonstrate that the Bidder has carried out Work similar in scope, magnitude and complexity, as the Work of this Tender Document:

**TENDER DOCUMENT FORM:
BIDDER'S QUALIFICATIONS**

**Snow and Ice Removal at Whitby Maintenance Facility
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(i) Reference Project #1 of 5

Project Name and Location:	Metrolinx GO Bradford		
Role of Bidder:	Winter maintenance of 8 GO bus stops		
Customer Name:	BWG Engineering Department		
Customer Contact Person:	Melissa Romas-Metrolinx/Joe Coleman-Town of Bradford	Phone No.	Melissa 416-202-1715/Joe 905 955-4591
Customer Contact Email Address:	Melissa.Romas@metrolinx.com/jcoleman@town of bwg.com		
Contract Value (Estimated)	\$62,319.33	Contract Value (Actual)	\$85,839.33
Reasons for variances in contract value:			
Additional snow removal requested at the Bradford GO station			
Completion Date (Estimated)	April 15, 2019	Completion Date (Actual)	April 15, 2019
Reasons for schedule variances:			
Project Description (Provide a detailed description of the reference project and the Bidder's responsibilities for the reference project. The Bidder should specifically list below similarities between this reference project and the Work specified herein)			
Clearing and removal of snow and ice daily (in season) from November 2016 to April 2019 at 8 GO bus stop locations. Smaller areas required the removal of snow with shovels in addition to plows and larger snow removal equipment.			
Provide an overview of the scope of work:	Clearing and removal of snow and ice daily during the season, additional GO Station snow removal work done at the request of BWG Engineering Department.		
List the major components of the work:	Monitored weather conditions 24 hours to provide clearing service. Provided labour, equipment and materials for snow and ice management. Organized and scheduled crews. Maintained equipment.		

**TENDER DOCUMENT FORM:
BIDDER'S QUALIFICATIONS**

**Snow and Ice Removal at Whitby Maintenance Facility
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(ii) Reference Project #2 of 5

Project Name and Location:	Bradford bus stops, school crossings and mid-blk signal crossings.		
Role of Bidder:	Provided labour, equipment and materials for snow and ice clearing, removal and maintenance.		
Customer Name:	BWG Engineering Department		
Customer Contact Person:	Joe Coleman	Phone No.	905 955-4591
Customer Contact Email Address:	jcoleman@townofbwg.com		
Contract Value (Estimated)	\$145,814.70	Contract Value (Actual)	\$145,814.70
Reasons for variances in contract value:			
Click here to enter text.			
Completion Date (Estimated)	April 15, 2019	Completion Date (Actual)	April 15, 2019
Reasons for schedule variances:			
Click here to enter text.			
Project Description (Provide a detailed description of the reference project and the Bidder's responsibilities for the reference project. The Bidder should specifically list below similarities between this reference project and the Work specified herein)			
Cleared Town of Bradford bus stop locations, school crossings and mid-blk signal crossings and hydrants of snow and ice daily (in season) from November 2016 to April 2019. Areas such as bus stops required the removal of snow with shovels in addition to plows and larger snow removal equipment. Responsibility for public safety during operations.			
Provide an overview of the scope of work:	Provided labour, equipment and materials for snow clearing and ice management. Organized and schedule crews. Maintained equipment. Monitored weather conditions 24 hours.		
List the major components of the work:	Traffic control to protect public safety, training and awareness of the hazards of snow clearing equipment near the public. Daily snow and ice clearance maintenance in the designated areas.		

**TENDER DOCUMENT FORM:
BIDDER'S QUALIFICATIONS**

**Snow and Ice Removal at Whitby Maintenance Facility
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(iii) Reference Project #3 of 5

Project Name and Location:	Town of Bradford, Municipal Parking Lots and Driveways		
Role of Bidder:	Provide labour, equipment and materials for snow and ice clearing, removal and maintenance.		
Customer Name:	Town of Bradford		
Customer Contact Person:	Joe Coleman	Phone No.	905 955-4591
Customer Contact Email Address:	jcoleman@town of bwg.com		
Contract Value (Estimated)	\$175,985.40	Contract Value (Actual)	\$185,950.40
Reasons for variances in contract value:			
Click here to enter text.			
Completion Date (Estimated)	April 15, 2019	Completion Date (Actual)	April 15, 2019
Reasons for schedule variances:			
Click here to enter text.			
Project Description (Provide a detailed description of the reference project and the Bidder's responsibilities for the reference project. The Bidder should specifically list below similarities between this reference project and the Work specified herein)			
October 2015-April 2019. Provide labour, equipment and materials for snow and ice clearing, removal and maintenance at the following Parking Lot and Driveway locations: Bradford Leisure Centre, Bradford Public Library, Bradford Community Centre, Bob Fallis Sports Centre, Danube Seniors Centre, Lion's Park, Bradford GO Station, 31 Barrie St. Parking lot, 29 Drury St. Parking Lot, John St. and Moore St. Parking lot			
Provide an overview of the scope of work:	Provided labour, equipment and materials for snow clearing and ice management. Organized and schedule crews. Maintained equipment. Monitored site and weather conditions 24 hours.		
List the major components of the work:	Traffic control to protect public safety, training and awareness of the hazards of snow clearing equipment near the public. Daily snow and ice clearance maintenance in the designated areas. Scheduling crews at multiple locations.		

**TENDER DOCUMENT FORM:
BIDDER'S QUALIFICATIONS**

**Snow and Ice Removal at Whitby Maintenance Facility
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(iv) Reference Project # 4 of 5

Project Name and Location:	CN Rail-Oshawa Yard		
Role of Bidder:	Snow and Ice Maintenance		
Customer Name:	CN Rail		
Customer Contact Person:	Steve Tobin	Phone No.	416 460-2961
Customer Contact Email Address:	stephen.tobin@cn.ca		
Contract Value (Estimated)	\$32,000.00 (\$6,400/month)	Contract Value (Actual)	\$42,578.15
Reasons for variances in contract value:			
Additional push loads			
Completion Date (Estimated)	April 15, 2019	Completion Date (Actual)	April 15, 2019
Reasons for schedule variances:			
Project Description (Provide a detailed description of the reference project and the Bidder's responsibilities for the reference project. The Bidder should specifically list below similarities between this reference project and the Work specified herein)			
Winter Stand-by for snow and ice removal and yard maintenance at CN Rail-Oshawa Yard .			
Provide an overview of the scope of work:	Supplied equipment and labour for snow and ice removal and yard maintenance. Plowed and salted yard, parking areas and roadways.		
List the major components of the work:	Monitored weather conditions 24 hours to provide clearing service. Provided labour, equipment and materials for snow and ice management. Organized and scheduled crews. Maintained equipment. Ensured crew was aware of track safety, trained accordingly and track safety protocols were followed. Compliance with regulations for clearing tracks and surrounds.		

**TENDER DOCUMENT FORM:
BIDDER'S QUALIFICATIONS**

**Snow and Ice Removal at Whitby Maintenance Facility
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(v) Reference Project #5 of 5

Project Name and Location:	CN Rail-Oshawa/Stevensons/Doncaster locations		
Role of Bidder:	Supplied equipment and labour for snow and ice removal and maintenance.		
Customer Name:	CN Rail		
Customer Contact Person:	Steve Tobin	Phone No.	416 460-2961
Customer Contact Email Address:	stephen.tobin@cn.ca		
Contract Value (Estimated)	\$70,944.70	Contract Value (Actual)	\$70,944.70
Reasons for variances in contract value:			
Click here to enter text.			
Completion Date (Estimated)	April 15, 2019	Completion Date (Actual)	April 15, 2019
Reasons for schedule variances:			
Click here to enter text.			
Project Description (Provide a detailed description of the reference project and the Bidder's responsibilities for the reference project. The Bidder should specifically list below similarities between this reference project and the Work specified herein)			
Supplied equipment and labour for snow and ice removal and yard maintenance at Oshawa/Stevensons/Doncaster locations.			
Provide an overview of the scope of work:	Supplied equipment and labour for snow and ice removal and yard maintenance. Plowed and salted yards, parking areas and roadways.		
List the major components of the work:	Monitored weather conditions 24 hours to provide clearing service. Provided labour, equipment and materials for snow and ice management. Organized and scheduled crews. Maintained equipment. Ensured crew was aware of track safety, trained accordingly and track safety protocols were followed. Compliance with regulations for clearing tracks and surrounds.		

**TENDER DOCUMENT FORM:
AGREEMENT TO BOND**

**Snow and Ice Removal at Whitby Maintenance Facility
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In favour of: METROLINX

For good and valuable consideration, the undersigned surety (the “Bonding Company”) hereby agrees to be bound as surety for

A.I. Roadtech Services Inc.

(Full Legal Name of Bidder)

in a Performance Bond **equal to Fifty percent (50%) of the Year One Subtotal** (the “Bond Amount”) pursuant to the Tender Document to which this Agreement to Bond is attached, for the full and due performance of the Work (as defined herein), if the Tender for the Contract is accepted by Metrolinx.

It is a condition of the Tender Process that if the Bidder’s Submissions is accepted, application for a Performance Bond and a Labour and Material Payment Bond by the Bidder must be completed with the undersigned within five (5) Business Days of acceptance of the Submission by Metrolinx. The undersigned acknowledges that failure to obtain a Performance Bond and a Labour and Materials Payment Bond equal to the Bond Amount within the time period stipulated herein may result in the immediate revocation of acceptance of the Bidder’s Submission by Metrolinx and forfeiture of the Bidders’ Bid Deposit.

In witness whereof the Bonding Company has executed this agreement this [Click here to enter text.](#) day of [Click here to enter text.](#), 20[Click here to enter text.](#)

Echelon Insurance

(Name of Bonding Company)

See attached Bid Bond

(Signature of authorized person signing for Bonding Company)

[Click here to enter text.](#)

(Position)

**TENDER DOCUMENT FORM:
MANDATORY CORPORATE, PERSONNEL AND TECHNICAL REQUIREMENTS**

**Snow and Ice Removal at Whitby Maintenance Facility
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7.0 Conflict of Interest

As it pertains to Conflict of Interest:

7.1 If the box below is left blank or if this “Tender Document Form: Conflict of Interest” is not included as part of the Submission, the Bidder shall be deemed to declare that:

(a) there was no Conflict of Interest in preparing its Submission; and

there is no foreseeable Conflict of Interest in performing the contractual obligations contemplated in the Tender Document. Otherwise, if the statement in Section 7.1(b) below applies, check (“X”) the box.

(b) ☐ The Bidder declares that there is an actual or potential Conflict of Interest relating to the preparation of its Submission, and/or the Bidder foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the Tender Document.

7.2 If the Bidder declares an actual or potential Conflict of Interest by marking the box above, the Bidder must set out below details of the actual or potential Conflict of Interest:

[Click here to enter text.](#)

7.3 The following individuals, as employees, advisers, or in any other capacity (a) participated in the preparation of our Submission (whether as employees, advisors, or in any other capacity); AND (b) were employees, advisors or consultants of Metrolinx at any time within the twelve (12) months prior to the Closing:

Name of Individual:	Click here to enter text.
Job Classification:	Click here to enter text.
Department:	Click here to enter text.
Last Date of Employment with Metrolinx:	Click here to enter text.
Name of Last Supervisor:	Click here to enter text.
Brief Description of Individual’s Job Functions:	Click here to enter text.
Brief Description of Nature of Individual’s	Click here to enter text.

**TENDER DOCUMENT FORM:
MANDATORY CORPORATE, PERSONNEL AND TECHNICAL REQUIREMENTS**

**Snow and Ice Removal at Whitby Maintenance Facility
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Participation in the Preparation of the Submission:	Click here to enter text.
---	---

(Repeat above for each identified individual)

- 7.4 The Bidder agrees that, upon request, the Bidder shall provide Metrolinx with additional information from each individual identified above in the form prescribed by Metrolinx.

**TENDER DOCUMENT FORM:
MANDATORY CORPORATE, PERSONNEL AND TECHNICAL REQUIREMENTS**

**Snow and Ice Removal at Whitby Maintenance Facility
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- 7.5 Bidders must meet all mandatory requirements stated below in order for their Submission to be considered further. Failure of a Bidder to meet all of the mandatory requirements listed below shall result in the Bidder's Submission being found non-compliant. Non-compliant Submissions shall not be considered further and shall be disqualified.
- 7.6 Bidders shall provide supporting documentation to substantiate compliance to each of the listed mandatory requirements. If the Bidder has not provided the supporting documentation specified for that mandatory requirement, Metrolinx has the right but not the obligation, following the Closing, to request that the Bidder provide such supporting documentation or to request that the Bidder identify where in its Submission this information has been provided. Failure of a Bidder to provide information required to substantiate compliance to a mandatory requirement may result in the Bidder's Submission being found non-compliant and disqualified.
- 7.7 Metrolinx has the right but not the obligation, to carry out further investigations to ensure the Bidder can meet the mandatory corporate, personnel and technical requirements to the satisfaction of Metrolinx in its sole discretion.

Mandatory Corporate and Technical Requirements	Supporting Documentation Required to Substantiate Compliance
Mandatory Corporate Requirements	
<p>The Bidder, or its designated Subvendor, shall have satisfactorily completed two (2) projects involving work of similar value, size and complexity to the Work of this Contract.</p> <p>Is the Bidder proposing a Subvendor? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/></p> <p>If yes, please provide the name of the Subvendor below for which reference projects are being submitted:</p> <p>Click here to enter text.</p> <hr/>	<ul style="list-style-type: none">• A completed Tender Document Form - Bidders Qualifications with the Submission.• Valid references which substantiate the mandatory requirement.• If a Subvendor is carrying out the work, the Bidder shall provide completed reference projects, for the identified Subvendor, with the Submission.

**TENDER DOCUMENT FORM:
MANDATORY CORPORATE, PERSONNEL AND TECHNICAL REQUIREMENTS**

**Snow and Ice Removal at Whitby Maintenance Facility
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Mandatory Corporate and Technical Requirements	Supporting Documentation Required to Substantiate Compliance
<p>The Bidder has a valid Workplace Safety and Insurance Clearance Certificate for the premium rate class, subclass or group as appropriate for the Work of this Contract, as issued by the Workplace Safety and Insurance Board.</p>	<ul style="list-style-type: none"> No supporting documentation required with the Submission. Metrolinx reserves the right to request a valid Workplace Safety and Insurance Clearance Certificate for the premium rate class, subclass or group as appropriate for the Work of this Tender Document, as issued by the Workplace Safety and Insurance Board, at any time after Closing.
<p>The Bidder has obtained a Bid Deposit for this Tender Process in accordance with Article 12.0 of Instructions to Bidders and shall provide the original Bid Deposit to Metrolinx, within three (3) Business Days after Closing.</p>	<ul style="list-style-type: none"> Original Bid Deposit to Metrolinx in accordance with Article 12.0 of Instructions to Bidders of this Tender Document.
<p>The Bidder has obtained Contract Security for the Work of this Tender Document in accordance with Article 13.0 of Instructions to Bidders and shall provide the original Agreement to Bond or alternative to Metrolinx, within three (3) Business Days after Closing.</p>	<ul style="list-style-type: none"> Original Agreement to Bond, or specified alternative, for the Work of this Tender Document, as per Article 13.0 of Instructions to Bidders.
Mandatory Technical Requirements	
<p>The Bidder declares that it has separate equipment, materials and employees required to service the location noted under “Scope of Work: Locations and Hours of Work”.</p> <p>The Bidder declares that its vehicles, plows, spreaders and combination units are no older than ten (10) years.</p>	<p>The Bidder shall provide to Metrolinx a completed Tender Document Form: Bidder’s Description of Facilities, Equipment, Workforce, Additional Equipment and Salt/Snow Storage Facilities</p>
<p>The Bidder has obtained a valid “Smart About Salt Certification” for this Tender Process in accordance with Subsection 5(d)(i) of Form of Tender.</p>	<p>The Bidder shall provide Smart About Salt Certification with their submission and by June 15th of the subsequent option years, for verification the Bidder has a continued designation.</p>

**TENDER DOCUMENT FORM:
BIDDER'S OCCUPATIONAL HEALTH AND SAFETY PERFORMANCE RECORD**

**Snow and Ice Removal at Whitby Maintenance Facility
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- 7.8 Bidders should provide the information requested in this form as it relates to projects completed and ongoing. Failure of the Bidder to satisfy this requirement may render its Submission technically non-compliant resulting in disqualification.

	2015	2016	2017
Number of fatalities	0	0	0
Number of lost time incidents	0	0	1
Number of medical aid injuries	0	0	0
Was a modified work program available?	Yes	Yes	Yes

	2015	2016	2017
What was your recordable injury incident rate determined in accordance with the following formula? $\frac{\text{\# of Lost Time Accidents} \times 2,000,000}{\text{Total Employee Hours (Yearly)}}$	0	0	11.01

	2015	2016	2017
Number of hours worked by employees in the past three (3) years.	4818	9425	12,447

	2015	2016	2017
List your overall Workplace Safety and Insurance Board rating for the past three (3) years, and attach your WSIB summary.	2.47	2.57	2.43

**TENDER DOCUMENT FORM:
BIDDER'S DESCRIPTION OF FACILITIES, EQUIPMENT, WORKFORCE,
ADDITIONAL EQUIPMENT AND SALT/SNOW STORAGE FACILITIES**

**Snow and Ice Removal at Whitby Maintenance Facility
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- 7.9 Bidders should provide the information requested in this form as it relates to workforce, facilities and equipment necessary for the performance of the Work. Failure of the Bidder to satisfy this requirement may render its Submission technically non-compliant resulting in disqualification. Additional pages may be attached if required.
- 7.10 Metrolinx reserves the right, before acceptance of a Bidder's Submission, to inspect the proposed facilities and/or equipment of any or all Bidders.

WORKFORCE
10 employees Supervisor- Angelo Auciello-20 years experience Foreman-Jeff Hendry-10 years experience Operators- 5 years + experience: Tony Vaccaro, Nelson Santana, Carlos Andrade, Vince Castellano, Emanuel Do Couto, Rui Pacheco, Libor Zemla
FACILITIES
Storage of salt at 1. Draglam Salt 1123 Farewell St., Oshawa, 2. CN salt dome Oshawa yard, 874 Thornton Road South, Oshawa. Equipment to be stored at Metrolinx location per instructions. Snow storage yard location 4131 Stouffville Road, Stouffville ON L4A 7X5
EQUIPMENT
Current equipment list attached. Additional equipment to be leased/purchase as required.

**TENDER DOCUMENT FORM:
BIDDER'S DESCRIPTION OF FACILITIES, EQUIPMENT, WORKFORCE,
ADDITIONAL EQUIPMENT AND SALT/SNOW STORAGE FACILITIES**

**Snow and Ice Removal at Whitby Maintenance Facility
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EQUIPMENT

Bidders shall outline the equipment they propose to use for this Contract in order to allow Metrolinx to assess the capability of the Bidder to perform the Work. Metrolinx reserves the right to make the final decision of the equipment acceptability in meeting the requirements of the Contract. All equipment shall be clearly numbered to enable easy identification by the Metrolinx site supervisor.

The equipment listed must be designated for the Whitby maintenance facility only.

TYPE OF EQUIPMENT	MAKE & MODEL	YEAR	EQUIPMENT IDENTIFICATION/SERIAL NUMBER	EQUIPMENT SIZE	COMMENTS
2x Skid Steer	SR250 01/03	2016/ 2016	JAFSR250TEM478563	8' Snow Pusher/Wing blades – Show Blower Attachment	Show Blower – Paved access way between the track lines
2x Backhoe	Case 580S EXT01/ 02	2015/ 2017	JJGN58SRPGC73107/ JJGN58SPPGC61109	10' Snow Pusher	
Dump Truck	Chevy C5500	2015	1GBE5E1163F502395	6 Yard Salter	Parking lot area and laneways
Triaxle Dump Truck	Peter- built 378	2008	1NP-FX3EX-9- 4083880021	22 Ton	Snow Removal and snow Blowing
Pick Up Truck	Ford	2015	1FTSX2B55AE25237	1 ton with 9'V plow and 1.5 Yard Salter	

**TENDER DOCUMENT FORM:
 BIDDER'S DESCRIPTION OF FACILITIES, EQUIPMENT, WORKFORCE,
 ADDITIONAL EQUIPMENT AND SALT/SNOW STORAGE FACILITIES**

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2x Pick Up Truck/Sidewalk Tractor	Dodge	2018/2017	3C6RR7K7JG178201/ 1C6RR7KGXHS672915/ Sidewalk tractor-new purchase	½ Ton with 9' V plow	Laneways and sidewalks
4x4 Rangers	Polaris		To be leased	With V blades	Canopy Fueling Area
Snowblowers/snowthrowers	Honda/Toro		New or leased		
Blower attachment for 5 yard loader			To be leased		
Salt truck with de-icing brine			To be leased		

ADDITIONAL EQUIPMENT FOR USE AT Whitby Maintenance Facility

The Bidder should list additional equipment that will be available for emergency situations only, if any.

TYPE OF EQUIPMENT	MAKE & MODEL	YEAR	EQUIPMENT IDENTIFICATION/SERIAL NUMBER	EQUIPMENT SIZE
Wheel Loader	Case 621	2012	New or leased	12' Snow Pusher/3 Yard bucket
Pick up Truck with plow and salter	Dodge 2500	2016	Click here to enter text.	9' V plow with 1.5 Yard salter
Pick up Truck with plow and salter	Ford F350	2018	Click here to enter text.	Click here to enter text.

**TENDER DOCUMENT FORM:
BIDDER'S DESCRIPTION OF FACILITIES, EQUIPMENT, WORKFORCE,
ADDITIONAL EQUIPMENT AND SALT/SNOW STORAGE FACILITIES**

**Snow and Ice Removal at Whitby Maintenance Facility
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Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.
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GENERAL CONDITIONS OF THE CONTRACT

**Snow and Ice Removal at Whitby Maintenance Facility
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The documents, as stated under “General Conditions” of List of Contents, hereby form part of the General Conditions of the Contract and are appended to this Tender Document.

GENERAL CONDITIONS OF THE CONTRACT

Snow and Ice Removal at Whitby Maintenance Facility PT-2018-RBEX-614

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1.0 Interpretation

1.1 Definitions

- (a) Capitalized terms used in this Contract shall have the respective meanings ascribed thereto in Schedule A - Definitions.

1.2 Time of the Essence

- (a) Time is of the essence in the performance of a Party's respective obligations under this Contract.

1.3 Currency

- (a) All prices and sums of money and all payments made under this Contract shall be in Canadian dollars.

1.4 Units of Measure

- (a) All dimensions, quantities, performance specifications, calibrations and other quantitative elements used in this Contract shall be expressed in the International System of Units (SI), except where otherwise indicated.

1.5 Language

- (a) All communication between Metrolinx and the Vendor and between the Vendor and each of the Subvendors with regard to the Work shall be in the English language.

1.6 References

- (a) Each reference to a statute in this Contract is deemed to be a reference to that statute and to the regulations made under that statute, all as amended or re-enacted from time to time. Following any and all changes to Applicable Laws, the Vendor shall perform the Work in accordance with the terms of this Contract, including in compliance with Applicable Laws.
- (b) Any provision establishing a higher standard of safety, reliability, performance or service shall take precedence over a provision establishing a lower standard of safety, reliability, durability, performance or service.
- (c) Each reference, whether express or implied, to a Standard of any technical organization or Governmental Authority is deemed to be a reference, to that Standard as amended, supplemented, restated, substituted or replaced.

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- (d) Subject to any express definitions contained in this Contract, words and abbreviations which have well known technical or trade meanings are used in this Contract in accordance with such recognized meanings.
- (e) Where used in this Contract, "including" means including without limitation, and the terms "include", "includes", and "included" have similar meanings.
- (f) Each reference to an Article or Section within the Contract or Schedules shall refer to that Article or Section number in the Contract or the Schedule in which the reference occurs unless otherwise specified.
- (g) The division of this Contract into Articles and Sections, the insertion of headings, and the provision of a table of contents are for convenience of reference only and do not affect the construction or interpretation of this Contract.

1.7 Time

- (a) Unless otherwise specified, references to time of day or date mean the local time or date in Toronto, Ontario. When any period of time is referred to in this Contract by days between two dates, it will be calculated by excluding the first and including the last day of such period.
- (b) If, under this Contract, any payment or other event falls due on or as of a day that is not a Business Day, that payment or other event shall fall due instead on the next day that is a Business Day, unless expressly stated otherwise.
- (c) Unless otherwise specified, references to "day" shall mean calendar day.

1.8 Schedules

- (a) The following Schedules attached to this Contract shall constitute an integral part of this Contract and all expressions defined in this Contract shall have the same meanings in such Schedules:
 - (i) Schedule A - Definitions
 - (ii) Schedule B - Financial Terms
 - (iii) Schedule C - Insurance
 - (iv) Schedule D - Dispute Resolution
 - (v) Schedule E - Vendor Personnel

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1.9 Order of Precedence

- (a) In the event of discrepancies, inconsistencies or ambiguities of the wording of the documents noted in the List of Contents, the wording of the document that first appears in the List of Contents shall prevail over the wording of a document subsequently appearing in the List of Contents.

2.0 Performance

2.1 Term of the Contract

- (a) This Contract shall take effect on the Effective Date hereof and shall continue in full force and effect until the earlier of: (i) the anniversary of the Effective Date; or (ii) the date that this Contract is terminated in accordance with its terms (the "Term").

2.2 Performance of the Work

- (a) The Vendor shall carry out and complete the work set forth in "Scope of Work" (the "Work") to the satisfaction of Metrolinx in accordance with all the terms of this Contract.
- (b) The Vendor shall supply the Work diligently and continuously in accordance with the scheduling requirements set out in the Project Schedule. Without limiting the generality of the foregoing, the Vendor shall perform the Work so as to enable Metrolinx to meet any timelines imposed on it under any Third Party Contracts, provided that such timelines have been identified in the Project Schedule or otherwise expressly communicated to the Vendor.
- (c) The Vendor acknowledges and agrees that each of the Vendor's Personnel shall be available to perform the Work in accordance with the required duration specified in Schedule E - Vendor Personnel. The Vendor further acknowledges and agrees that Metrolinx may, acting in its sole discretion, change the schedule including in respect of the timing of the provision of the Work and availability and number of the Vendor's Personnel. Without limiting the generality of the foregoing, Metrolinx may from time to time, on prior written notice to the Vendor twenty (20) Business Days', unilaterally extend or reduce the required duration with respect to the availability of any of the Vendor's Personnel or direct the Vendor to increase the number of Vendor's Personnel available. Metrolinx and the Vendor shall meet at a minimum, on a quarterly basis to discuss the progress of the Work and the anticipated scheduling needs with respect to the Vendor's Personnel.

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- (d) Metrolinx may, from time to time, in its sole discretion, but is not required to, direct the Vendor to cause specific Vendor Personnel to perform certain tasks or activities that form part of the Work in accordance with the scheduling requirements provided by Metrolinx. Any such instructions shall be provided by Metrolinx in writing to the Vendor no less than five (5) Business Days before the specified tasks or activities are required to be performed by the Vendor Personnel.
- (e) The Vendor shall provide, at the sole cost and expense of the Vendor, save as otherwise provided in this Contract, all necessary equipment, goods, materials, analysis, transportation, accommodation, labour, staff and technical assistance and incidentals required in performing the Work and to undertake, perform and complete its undertakings, obligations and responsibilities provided for in this Contract.
- (f) The Work shall be provided in a professional, timely and economical manner according to the Required Standard of Care. Without limitation, the Vendor shall ensure that the Work are conducted in a manner that will maintain good relations with the general public and property owners.
- (g) The Vendor shall comply with and conform to all Applicable Laws, applicable to the Work to be provided by, and the responsibilities and obligations of, the Vendor under this Contract.
- (h) The Vendor shall not alter any part of a Joint Venture except with the prior written consent of Metrolinx in its sole discretion.

2.3 Subvendors

- (a) Other than the Subvendors identified in the Submission, the Vendor shall not subcontract the Work to any Person without the prior written consent of Metrolinx. No subcontracting by the Vendor shall relieve the Vendor of any responsibility for the full performance of all obligations of the Vendor under this Contract. Notwithstanding the approval of any Subvendors by Metrolinx, the Vendor shall be fully responsible for every Subvendor's activities, works, services and acts or omissions.
- (b) The Vendor shall be solely responsible for the payment of any Subvendors.
- (c) The Vendor shall co-ordinate the services of all Subvendors employed, engaged or retained by the Vendor with Metrolinx and, without limiting the generality of any other provision of this Contract, the Vendor shall be liable to Metrolinx for costs or damages arising from errors or omissions of such Subvendors or any of them. It shall be the Vendor's responsibility to control and review the Work of its own forces and of all its Subvendors and to

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ascertain that all Work are performed in accordance with this Contract, all governing regulations and the Required Standard of Care.

- (d) In any subcontract, the Vendor shall ensure that the Subvendor is bound by conditions compatible with, and no less favorable to Metrolinx than, the conditions of this Contract.
- (e) The Vendor warrants and represents that it and any of its permitted Subvendors and the respective workforce of each are fully qualified to perform the Work and perform this Contract and hold all requisite Approvals.
- (f) The Vendor shall only employ, for the purposes of this Contract, such persons as are careful, skilled and experienced in the duties required of them and have the required Domain Expertise, and must ensure that every such person is properly and sufficiently trained and instructed. The Vendor shall ensure that all workers and persons employed by them or under their control or employed by or under the control of its Subvendors comply with the terms of this Contract and, in particular without limiting the foregoing, the responsibilities of the Vendor with respect to matters concerning safety, compliance with the Applicable Laws and the conduct of the Work.
- (g) The Vendor shall be an independent vendor with respect to the Work to be provided under this Contract and nothing contained in this Contract shall be construed as constituting a joint venture or partnership between the Vendor and Metrolinx. Neither the Vendor nor its Subvendors shall be deemed to be employees, agents, servants or representatives of Metrolinx in the performance of the Work hereunder.
- (h) The Vendor shall not remove or change any Subvendors, or materially reduce the responsibilities of any Subvendors in relation to the provision of the Work except with the prior written consent of Metrolinx in its sole discretion. The proposed replacement Subvendor shall possess the requisite Domain Expertise and similar qualifications, experience and ability as the outgoing Subvendor.

2.4 Vendor Personnel

- (a) The Vendor shall select and employ a sufficient number of suitably qualified and experienced Vendor Personnel to perform and provide the Work, as determined with reference to the requirements of the Work to be performed by each individual or otherwise as required pursuant to the Contract. All Vendor Personnel shall possess or, where permitted, shall be supervised by persons who possess, the professional accreditation required to complete the Work.

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- (b) The Vendor shall provide effective and efficient supervision to ensure that the quality of workmanship meets the requirements of the Contract.
- (c) The Vendor shall ensure that the Vendor Personnel assigned to perform the Work shall:
 - (i) act in a proper and professional manner in accordance with the standards generally used recognized by the industry; and
 - (ii) comply with all applicable Metrolinx policies and procedures, provided that the Vendor has been made aware of same.

2.5 Third Party Work

- (a) The Vendor shall reasonably cooperate with Metrolinx and any Third Party and shall co-ordinate the Work with any and all Third Party Work. Without limiting the generality of the foregoing, the Vendor shall not alter, unreasonably interfere with or make it difficult to access any Third Party Work, except with the express written consent of Metrolinx.
- (b) The Vendor shall make best efforts to coordinate with Metrolinx and all applicable Third Parties in order to minimize:
 - (i) any delays to or interference with any Third Party Work within the rail corridors;
 - (ii) costs resulting from any delays to or interference with Third Party Work; and
 - (iii) impacts on the operations of, or use of the rail corridors by, Third Party Operators, including any delays to rail passenger or freight service on the rail corridors.
- (c) When and as directed by Metrolinx, the Vendor shall participate with Metrolinx employees and any applicable Third Parties in reviewing their respective schedules and cause designated Vendor Personnel to attend such meetings with Third Parties as may be reasonably requested by Metrolinx from time to time.
- (d) In the event that the proper performance of any part of the Work depends upon Third Party Work, the Vendor shall promptly inspect such Third Party Work and provide written notice to Metrolinx of any delays or defects in such Third Party Work that render such Third Party Work unavailable or unsuitable for integration with the Work.
- (e) Claims, disputes and other matters in question between the Vendor and Third Parties shall be dealt with in accordance with Schedule D - Dispute

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Resolution, provided that the Third Party has reciprocal obligations. The Vendor and Metrolinx shall be deemed to have consented to arbitration of any dispute with any Third Party whose contract with Metrolinx contains a similar dispute resolution provision that includes an agreement to submit to binding arbitration, provided that Metrolinx, at its sole and absolute discretion, shall be entitled to refuse to include any dispute with a Third Party from this Contract.

2.6 Non-Interference with Operations

- (a) The Vendor understands and agrees that:
 - (i) Metrolinx and Third Party Operators are in the business of moving large volumes of passengers and cargo through rail corridors safely, expeditiously and according to a fixed timetable;
 - (ii) the success of the businesses of Metrolinx and Third Party Operators depends on meeting the above objectives on a daily basis;
 - (iii) Metrolinx has contractual and statutory obligations to ensure the safety of all persons on the rail corridors and the property and facilities adjacent thereto; and
 - (iv) Third Party Operators operating in and through the rail corridors and Third Party Vendors working in the rail corridors have similar restrictions and requirements.
- (b) Notwithstanding any other term or condition set out in this Contract, the safety and non-disruption of all Third Parties operating in the rail corridors is of paramount importance. Consequently, the Vendor acknowledges and agrees that the safety of all trains, passengers, operating and maintenance personnel, goods and other transported cargos, as well as the Vendor Personnel and the public in general will take precedence over all actions or non-actions of the Vendor, whether mandated or not by any other terms and conditions of this Contract.
- (c) The Vendor shall not disrupt the movement of any rail traffic in or through the rail corridors of either Metrolinx or the Third Party Operators except where it has obtained the prior written consent of Metrolinx to such disruption (which consent may be withheld in the sole discretion of Metrolinx).

2.7 Key Personnel

- (a) Not Applicable.

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2.8 Vendor's Representative

- (a) The Vendor shall assign a Vendor's Representative who will direct the provision of the Work. During the Term, the Vendor's Representative will maintain ongoing contact with Metrolinx to ensure that issues are dealt with in an efficient, effective and timely manner. The Vendor's Representative shall be the primary point of contact for Metrolinx for significant issues including commercial issues and Disputes and shall have overall responsibility for coordinating the performance of the Vendor's obligations under this Contract.

2.9 Metrolinx Responsibilities

- (a) Metrolinx shall designate an individual to act as its representative (the "Metrolinx Representative") who will transmit instructions to, and receive information from the Vendor. The Metrolinx Representative will be accountable for all project expenditures relative to design, procurement and construction activities.

2.10 French Language Services

- (a) Insofar as this Contract relates to the provision of services directly to the public on behalf of Metrolinx, the French Language Services Act shall be applicable to the performance of the Work. A service for the purposes of the French Language Services Act refers to any service or procedure provided to the public. Services being provided in French must be equivalent to those offered in English, and must be available within the same timeframe and of the same quality.
- (b) The Vendor shall provide and perform the Work in a manner so as to comply with the requirements set out in the French Language Services Act.
- (c) Without limitation, services and communications which must be provided in French in French Designated Areas may include:
 - (i) Consultations/Public Meetings: Presentation materials, displays, comments cards/feedback mechanism or other materials. Vendor must have at least one bilingual staff or interpreter on hand able to answer questions and discuss technical drawings/documents in French. As applicable, the Vendor shall compile and analyze the views of Francophones separately, as they may have different concerns.
 - (ii) Signage: Construction contracts may from time to time involve erecting temporary signage to redirect or warn the public of hazards. Such signage shall be bilingual.

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- (iii) Communications: Communication plans, customer impact documents, information bulletins, notices of service disruption and public relations information.

2.11 Vendor Work Performance Rating

- (a) Metrolinx shall during the term of a Contract, maintain a record of the Vendor's performance pursuant to this Contract. This information shall be used to complete a "Contract Performance Appraisal" report, a copy of which will be forwarded to the Vendor upon the termination or expiration of the Contract. Interim Contract Performance Appraisal reports may be issued, as deemed appropriate by the Metrolinx Representative, at any time during the term of the Contract.
- (b) The prior history of the Vendor in performing work for Metrolinx, including the Vendor's performance pursuant to this Contract, will be considered in the evaluation of future bids from the Vendor.
- (c) Metrolinx reserves the right in future bid requests to reject any bid submitted by a company with an unsatisfactory performance history with Metrolinx.
- (d) Non-compliance with Contract requirements will be identified to the Vendor.
- (e) The information contained in the "Contract Performance Appraisal" may be provided to the Ministry of Transportation, other ministries and other government agencies. Such performance reviews may be relied upon to reject the Vendor's submission on any procurement processes.
- (f) The information contained in the Contract Performance Appraisal may be provided to other ministries and agencies and such performance reviews may be relied upon by other ministries and agencies to reject the Vendor on any bid submitted on any future requests.

3.0 Health and Safety

3.1 Occupational Health & Safety Act

- (a) The Vendor shall comply with OHSA, and any obligations of the Vendor as an "employer" thereunder, and with all regulations made under the OHSA.
- (b) The Vendor shall report to Metrolinx any non-compliance by a Subvendor in the performance of the Work with the regulations under the OHSA if and when brought to the attention of the Vendor.

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- (c) The Vendor acknowledges that lack of compliance with applicable provincial or municipal health and safety requirements will be and are intended to be documented and kept on file, and that such lack of compliance may cause:
 - (i) the Vendor's performance of the Work to be suspended; or
 - (ii) this Contract to be cancelled by Metrolinx.
- (d) The Vendor will be under an obligation to cease the Work, or any part thereof, if an authorized representative of Metrolinx so requires orally or in writing on the grounds that there has been any violation of the OHSA or any of the regulations under it, and thereafter the Work or affected part thereof shall not resume until any such violation has been rectified.
- (e) The Vendor shall be responsible for any delay caused by the Vendor in the progress of the Work as a result of any violation of provincial or municipal health and safety requirements by the Vendor, it being understood that such delay shall be not be a Force Majeure for the purposes of extending the time for performance of the Work or entitling the Vendor to additional compensation, and the Vendor shall take all necessary steps to avoid delay in the final completion of the Work without additional cost to Metrolinx, which shall not be responsible for any additional expense or liability resulting from any such delay.
- (f) Nothing in this Section 3.1 shall be taken as making Metrolinx the "employer" (as described in Section 3.1(a) of any workers employed or engaged by the Vendor for the Work, either instead of or jointly with the Vendor.

3.2 Safety Requirements

- (a) The Vendor shall comply with the "Safety Requirements" and "Environmental Protection" (if applicable) sections of the Scope of Work. Safety of Persons at or near a Place of Work and the public is of paramount concern to Metrolinx. In the performance of the Work, the Vendor shall not in any manner endanger the safety of, or unlawfully interfere with, Persons on or off the Place of Work, including the public.
- (b) The Vendor specifically covenants and agrees that:
 - (i) it shall comply with best industry practice in Ontario respecting health and safety in a manner that recognizes and minimizes the risk to workers, other individuals, property and the operations of Metrolinx and any railways, to the extent that such practices are not inconsistent

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with an express instruction set out in this Contract or provided by Metrolinx;

- (ii) it shall comply, and shall ensure that all Vendor Personnel comply, in all regards with the requirements of OHSA and/or the Canadian Labour Code, Part II, as applicable;
- (iii) it shall comply, and shall ensure that all Vendor Personnel comply, in all regards with the safety requirements set out in the Contract Documents;
- (iv) it shall maintain, strictly enforce and comply, and ensure that all Vendor Personnel comply, in all regards with the Vendor's own health and safety program, to the extent not inconsistent with this Contract and Metrolinx' health and safety program;
- (v) it shall comply, and shall ensure that all Vendor Personnel comply, with any and all safety-related directives or instructions issued by Metrolinx;
- (vi) it shall take all steps reasonable in the circumstances to ensure the health and safety of all workers for which it has responsibility under OHSA; and
- (vii) it shall make available, at Metrolinx' request, such policies and procedures relating to its occupational health and safety matters as Metrolinx may from time to time request, and hereby covenants that all Vendor Personnel have been properly trained and are knowledgeable with respect to these policies and procedures.

3.3 Railway Safety

- (a) If applicable, the Vendor shall comply with "Railway Safety Requirements" of Scope of Work and acknowledges and agrees that:
 - (i) access to the rail corridors by the Vendor and any Vendor Personnel, shall at all times be subject to the direction of Metrolinx and/or a third party designated by Metrolinx as to rail safety matters and any applicable railway operating rules; and
 - (ii) any and all questions, matters or disputes which may arise affecting the safety of railway operations or the maintenance of the railways shall be referred to Metrolinx which shall in its discretion decide all such questions, matters and disputes.

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- (b) The Vendor shall perform the Work, and shall ensure that all Vendor Personnel perform the Work, in accordance with the Canadian Rail Operating Rules from time to time approved by the Minister of Transport under the authority of the Railway Safety Act (Canada), the Standards, and all other applicable Transport Canada guidelines, railway standards, and practices.
- (c) In the event that the Work is the subject of an audit or inspection by any Governmental Authority, the Vendor shall at its own expense:
 - (i) provide notice of such audit or inspection to Metrolinx;
 - (ii) make available or cause to be made available such reasonable information and material as may be required and shall otherwise reasonably cooperate with Transport Canada officials;
 - (iii) provide Metrolinx with a copy of any audit or inspection report or other results or recommendations issued by Transport Canada, as soon as practicable but in any event within five (5) Business Days of receipt thereof by the Vendor; and
 - (iv) take all steps necessary to rectify, in consultation with and as directed by Metrolinx, any issues identified by Transport Canada.

3.4 Workers' Rights

- (a) The Vendor shall at all times pay or cause to be paid any assessments or compensation required to be paid by the Vendor or its Subvendors pursuant to any applicable workers' compensation legislation, and upon failure to do so, Metrolinx may pay such assessments or compensation to the Workplace Safety and Insurance Board and may deduct such assessments or compensation from monies due to the Vendor. The Vendor shall comply with all regulations and laws relating to workers' compensation.

4.0 Financial Terms

4.1 Financial Terms

- (a) All financial and payment terms applicable to this Contract and the Work are set out in Schedule B - Financial Terms.

5.0 Construction Lien Act

5.1 Not applicable.

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6.0 Right of Ownership and Use

6.1 General

- (a) The Vendor shall be responsible for procuring for Metrolinx the right to use all Vendor Intellectual Property required in connection with the Work.
- (b) In the event that any third party Intellectual Property (other than the Metrolinx Intellectual Property) is required in connection with the Work, the Vendor shall, at its own cost, be responsible for entering into and fully maintaining, during the Term, all related and applicable license, and maintenance and support agreements for such third party Intellectual Property.
- (c) If during the Term, third party Intellectual Property (other than Metrolinx Intellectual Property) used in connection with the Work ceases to be commercially available, then the Vendor shall:
 - (i) promptly provide Metrolinx with notice of such event; and
 - (ii) promptly replace such third party Intellectual Property with an alternative product.
- (d) Any increased costs resulting from the foregoing shall be addressed pursuant to the change management process described in Article 8; provided that, in the event such Intellectual Property ceases to be available as a result of any act or omission of the Vendor, the Vendor shall be responsible for all costs associated therewith.

6.2 Ownership of Metrolinx Intellectual Property

- (a) As between Metrolinx and the Vendor, Metrolinx owns and shall own all right, title and interest in and to the Metrolinx Intellectual Property. To the extent that the Vendor requires the use of any Metrolinx Intellectual Property in connection with this Contract or the Work, Metrolinx hereby grants to the Vendor, during the Term, a non-exclusive, non-transferable, non-sublicenseable, fully paid-up, royalty-free right and license for the Vendor and the Vendor Personnel to access, use, copy, support, maintain and, to the extent reasonably necessary to provide the Work, modify, the Metrolinx Intellectual Property solely for the purposes of fulfilling the Vendor's obligations under this Contract, subject to compliance with the confidentiality obligations set out in this Contract.
- (b) Metrolinx grants no rights other than explicitly granted herein, and the Vendor shall not exceed the scope of this license. Except for the limited right to use such Metrolinx Intellectual Property as set forth in this section,

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the Vendor shall not have or acquire any rights in or to the Metrolinx Intellectual Property.

6.3 Ownership of Vendor Intellectual Property

- (a) As between Metrolinx and the Vendor, the Vendor owns all right, title and interest in and to the Vendor Intellectual Property. The Vendor hereby grants to Metrolinx a non-exclusive, irrevocable, perpetual, fully paid-up, royalty-free and worldwide right and license to access, use, copy, support, maintain, modify (including create derivative works from), sublicense (through multiple tiers), assign, distribute or otherwise exploit any Vendor Intellectual Property that is integrated with, embedded in, forms part of or is otherwise required to access, use, copy, support, maintain, modify (including create derivative works from), sublicense, assign, distribute or otherwise exploit any Custom Intellectual Property; provided, however, that the foregoing license does not permit Metrolinx to use the Vendor Intellectual Property in its standalone form or for any purpose other than as part of or in conjunction with the Custom Intellectual Property it is associated with. The Vendor grants no rights other than explicitly granted herein, and Metrolinx shall not exceed the scope of this license.
- (b) If the Vendor integrates with or embeds in any Deliverables any Intellectual Property provided by a third party vendor, Subvendor, independent vendor, Subvendor or other Person, the Vendor shall obtain for Metrolinx the same license rights for Metrolinx has set forth in Section 6.3(a).

6.4 Ownership of Custom Intellectual Property

- (a) Metrolinx owns and shall own all right, title and interest in and to the Custom Intellectual Property. The Vendor hereby irrevocably assigns and transfers to Metrolinx all right, title and interest, throughout the world in and to all Custom Intellectual Property produced pursuant to this Contract including all applicable Intellectual Property Rights thereto. If the Vendor has any rights to Custom Intellectual Property that cannot, or which the Parties agree will not, be assigned to Metrolinx, the Vendor hereby grants to Metrolinx a non-exclusive, irrevocable, perpetual, fully paid-up, royalty-free and worldwide right and license to access, use, copy, support, maintain, modify (including create derivative works from), sublicense (through multiple tiers), assign, distribute or otherwise exploit the Custom Intellectual Property.

6.5 Employee and Subvendor Contracts

- (a) The Vendor shall obtain from each of the Contract Personnel an assignment of rights to the Custom Intellectual Property and a waiver of any moral rights (and any similar rights to the extent that such rights exist and may be

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waived in each and any jurisdiction throughout the world) in and to the Custom Intellectual Property, for the benefit of Metrolinx and its respective successors, assigns, licensees and vendors, prior to the performance of any Work by each such individual. The Vendor shall provide copies of such documentation to Metrolinx upon request.

6.6 Title and Risk of Loss

- (a) Risk of loss of or damage to the goods shall remain with the Vendor, and shall pass to Metrolinx upon acceptance of the goods at the designated Place of Work.
- (b) The Vendor shall be liable for all costs up to the full replacement value of any good(s) prior to passage of title of the goods to Metrolinx. Any goods, which prior to acceptance by Metrolinx shall become damaged from any cause whatsoever, shall be made good at the expense of the Vendor, except that, in the event that and to the extent that negligence on the part of Metrolinx or its employees or representatives causes the above-mentioned damage, Metrolinx shall accept responsibility and reimburse the Vendor for the price of necessary repairs. In either event the time for delivery shall be adjusted accordingly.
- (c) Risk of loss of or damage to spare parts, capital spares, diagnostic tools and other deliverables covered by the Contract shall remain with the Vendor until, and shall pass to Metrolinx upon, delivery and acceptance of the good by Metrolinx at the designated Place of Work.
- (d) The Vendor shall be liable for all costs up to the full replacement value of any spare parts, capital spares, diagnostic tools and other deliverables covered by this Contract prior to acceptance by Metrolinx.
- (e) Upon any payment being made to the Vendor for or on account of materials, parts, Work-in-process, or finished Work, either by way of progress payments or accountable advances or otherwise, title in and to all materials, parts, Work-in-process and finished Work so paid for by such progress payments or accountable advances or otherwise shall vest and remain in Metrolinx unless already so vested under any provision of the Contract and the Vendor shall be responsible therefor in accordance with the provisions of Section 6.6 herein, it being understood and agreed that such vesting of title in Metrolinx shall not constitute acceptance by Metrolinx of such materials, parts, work-in-progress and finished work and shall not relieve the Vendor of its obligations to perform the Work in conformity with the requirements of the Contract.
- (f) The Vendor shall take reasonable and proper care of all property, title to which is vested in Metrolinx, while the same is in, on or about the plant and

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premises of the Vendor or otherwise in his possession or subject to his control and shall be responsible for any loss or damage resulting from his failure to do so other than loss or damage caused by ordinary wear and tear.

7.0 Insurance

7.1 Insurance Requirements

- (a) The Vendor agrees to purchase and maintain in force, at its own expense and for the duration of this Contract, the policies of insurance set forth in Schedule C - Insurance, which policies will be in a form and with an insurer or insurers acceptable to Metrolinx. A certificate of these policies originally signed by the insurer or an authorized agent of the insurer and copies of the policies must be delivered to Metrolinx prior to the commencement of the Work.

8.0 Changes and Task Assignment Process

8.1 Changes Requested by Metrolinx

- (a) Metrolinx may, in writing, request changes or alterations to the Work, or invoicing instructions, or request additional services from the Vendor (any of the foregoing, "Changes"). Subject to this Article 8.1, the Vendor shall comply with and implement all reasonable Metrolinx Change requests, and the performance of such requests shall be in accordance with this Contract.

8.2 Changes Recommended by the Vendor

- (a) The Vendor shall promptly notify Metrolinx in writing if the Vendor considers that any notice, direction, requirement, request, correspondence, or other fact, event, or circumstance comprises, requires, or results in a Change, and seek instructions as to whether or not to proceed to implement such Change.

8.3 Change Management Process

- (a) Where a Change request is initiated by Metrolinx pursuant to Section 8.1, Metrolinx shall set out, in the Change request:
 - (i) the proposed prices for the contemplated changes;
 - (ii) the timing requirements for the implementation of the Change; and
 - (iii) any other information which may reasonably be required.
- (b) The Vendor shall respond to Metrolinx' Change request in writing within ten (10) Business Days.

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- (c) Where a Change is initiated by the Vendor pursuant to Section 8.2, the Vendor shall set out in the Change request, conforming to Section 8.3(a):
 - (i) a description of the proposed Change;
 - (ii) the estimated cost of the proposed Change;
 - (iii) any proposals, designs or other details or information which may be reasonably required; and
 - (iv) the reasons for the proposed Change, including the benefits of the proposed Change and any consequences of not proceeding with the Change.
- (d) No Changes shall be implemented and no Change request shall become effective until an amendment or change order documenting the Change has been executed by both Parties, and such executed instrument shall be the final determination of any adjustments to the Contract price, the Project Schedule, or the terms and conditions of the Contract, as applicable, with respect to the Change set out therein.
- (e) Where Metrolinx and the Vendor cannot agree as to whether or not a particular notice, direction, requirement, request, correspondence, or other fact, event, or circumstance comprises, requires, or results in a change to the scope of the Work, then either Party may refer the issue to dispute resolution in accordance with Article 16.

8.4 Cash Allowance Items and Task Assignment Process

- (a) The Vendor shall include all Cash Allowance Items in the Project Schedule and perform all Work related thereto within the Project Schedule. Where applicable, the Project Schedule shall take into account the time required to facilitate the Task Assignment Process described in this Section, including the time required to obtain Quotations pursuant to Section 14.0 of Schedule B - Financial Terms.
- (b) Cash Allowance Items shall be administered and authorized as follows (the "Task Assignment Process"):
 - (i) The Metrolinx Representative shall submit to the Vendor a request to proceed with a Cash Allowance Item.
 - (ii) Upon receipt of such request from Metrolinx, the Vendor shall, in respect of the identified Cash Allowance Item, provide to Metrolinx a response setting out:
 - (iii) the estimated hours of Work and expected completion date;

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- (iv) subject to Section 8.5, the Vendor Personnel, suppliers, Subvendors or specialized services providers which the Vendor proposes to perform the Work; and
- (v) any requirements for testing and reporting.
- (c) As and if required, the Parties shall meet to review the requirements for the Cash Allowance Item.
- (d) Subsequent to the review meeting, and based on the results of the review meeting, the Vendor shall make its own determination of the Vendor's work effort and fee cost to provide the Vendor's scope of services for the task.
- (e) No amounts shall be payable in respect of any Cash Allowance Items unless and until Metrolinx has approved such expenditure in writing, and shall be subject to Schedule B - Financial Terms.
- (f) Upon the approval by Metrolinx of any Cash Allowance Item, the Vendor shall be responsible for the completion thereof in accordance with the terms and conditions set out in this Contract. For greater certainty, the Vendor's responsibilities for Cash Allowance Items approved by Metrolinx pursuant to this Section are the same as for all other Work.

8.5 Performance of Changes and Cash Allowance Items

- (a) Metrolinx shall determine by whom and for what amounts the items included in each Change or Cash Allowance Item will be performed.
- (b) Metrolinx shall have the right, exercisable at its sole discretion, to require the Vendor to use a third party to perform or provide any Cash Allowance Items or any Work related to a Change. Metrolinx may exercise this right generally, by requiring the Vendor to provide the Work through a third party selected by the Vendor, or by requiring the Vendor to utilize a third party identified by Metrolinx.
- (c) The Vendor shall obtain prior approval of Metrolinx before entering into a subcontract, amending an existing subcontract or performing own forces work included in a Change or Cash Allowance.

9.0 Additional Resources

9.1 Additional Resources

- (a) Not Applicable

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10.0 Confidential Information, Personal Information, Freedom of Information, Access and Audit Rights

10.1 Confidential Information

- (a) The Vendor shall keep all Confidential Information confidential. Without limiting the generality of the foregoing, the Vendor shall:
 - (i) not disclose, reveal, publish, or disseminate any Confidential Information to anyone, except as permitted pursuant to this Contract;
 - (ii) shall use Confidential Information only in connection with this Contract and the performance of the Work;
 - (iii) shall take all reasonable steps required to prevent any unauthorized reproduction, use, disclosure, publication, or dissemination of the Confidential Information; and
 - (iv) shall immediately notify Metrolinx in the event that it becomes aware of any unauthorized disclosure of Confidential Information.

10.2 Permitted Disclosure

- (a) Notwithstanding the obligations set out in Section 10.1, the Vendor may disclose Metrolinx' Confidential Information to those of its Subvendors and Vendor's Personnel who need to know such Confidential Information in connection with this Contract, provided that such Subvendor or Vendor's Personnel, as applicable, is subject to obligations of confidentiality substantially similar to those contained in this Article 10.

10.3 Exceptions

- (a) The obligations of confidentiality set out in Section 10.1 shall not apply to Confidential Information which:
 - (i) becomes generally available to the public through no fault of the Vendor;
 - (ii) prior to receipt from Metrolinx, was known to the Vendor on a non-confidential basis and is not subject to another obligation of secrecy and non-use, as documented by written records possessed by the Vendor;
 - (iii) was independently developed by the Vendor prior to receipt from Metrolinx, as documented by written records possessed by the Vendor; or

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- (iv) becomes available to the Vendor on a non-confidential basis from a source other than Metrolinx that is not under other obligations of confidence.
- (b) If the Vendor becomes compelled to disclose any Confidential Information pursuant to Applicable Law, the Vendor shall provide Metrolinx with prompt written notice of any such requirement and shall cooperate with Metrolinx in seeking to obtain any protective order or other arrangement pursuant to which the confidentiality of the relevant Confidential Information is preserved. If such an order or arrangement is not obtained, the Vendor shall disclose only that portion of the Confidential Information as is required pursuant to Applicable Law. Any such required disclosure shall not, in and of itself, change the status of the disclosed information as Confidential Information under the terms of this Article 10.
- (c) Without limiting the generality of Section 10.3(a) and notwithstanding Section 10.3(b), the Parties acknowledge and agree that the treatment and disclosure of Confidential Information shall in all cases be subject to the requirements of FIPPA and the Construction Lien Act.

10.4 Security Measures

- (a) The Vendor shall select, implement (prior to the commencement of the Work), use and maintain the most appropriate products, tools, measures and procedures to ensure the security of all Confidential Information, as determined with reference to and generally in compliance with Applicable Laws, Industry Standards, the security requirements specified in "Scope of Work" and best practices, or as otherwise prescribed by Metrolinx during the Term. Without limiting the generality of the foregoing, such practices shall include:
 - (i) privacy due diligence safeguards; and
 - (ii) physical and electronic security measures and confidentiality enhancing technologies to guard against unauthorized disclosures, access and use, such as firewalls, encryption, the use of user identification and passwords, software or other automated systems to control and track the addition and deletion of users, and software or other automated systems to control and track user access to areas and features of information systems.
- (b) For greater certainty, Metrolinx reserves the right to prescribe the specific manner in which Vendor shall perform its obligations relating to this Section 10.4.

10.5 Intellectual Property Rights

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- (a) Metrolinx, its vendors, subvendors, consultants, advisors, agents, strategic business partners, and affiliates shall retain all right, title and interest, including all Intellectual Property Rights, in and to its Confidential Information.

10.6 Return or Destruction of Confidential Information

- (a) Immediately upon expiration or termination of this Contract or at any other time upon the request of Metrolinx, and subject to Section 10.10, the Vendor agrees to:
 - (i) promptly return all Confidential Information (other than the Contract Records) to Metrolinx; or
 - (ii) promptly delete or destroy the Confidential Information (other than the Contract Records) and all copies thereof in any form whatsoever under its power or control and provide Metrolinx with a destruction certificate signed by an appropriate officer of the Vendor certifying such destruction.
- (b) Notwithstanding the foregoing, the Vendor shall have no obligation to return or destroy:
 - (i) Confidential Information that is captured and retained within the Vendor's routine computer systems backup processes, provided that (a) no specific effort is made to retrieve such archived Confidential Information for purposes that would violate the confidentiality obligations under this Contract and (b) the confidentiality obligations of under this Contract shall continue to apply to such archived Confidential Information for so long as such information is retained; and
 - (ii) working papers or other documentation which it is required to retain pursuant to Applicable Law or any rules of professional conduct applicable to the Vendor or the Vendor Personnel.

10.7 FIPPA and Personal Information

- (a) Metrolinx and the Vendor acknowledge and agree the collection, use, retention and disclosure of Personal Information is governed by FIPPA. Metrolinx acknowledges that the Vendor may also be subject to the requirements of PIPEDA. In the event of a conflict between the requirements of FIPPA and the requirements of PIPEDA or any other legislation governing the treatment of Personal Information, the more onerous provision shall apply.

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- (b) The Vendor shall ensure that all collection, access, use, retention and disclosure of Personal Information under this Contract, whether through the performance of the Work or otherwise, complies with Applicable Laws including FIPPA, PIPEDA, Standards, and applicable requirements to collect, record and retain relevant consents pertaining to the collection, access, use, retention and disclosure of Personal Information in respect of the Work.
- (c) At Metrolinx's request at any time during the Term, the Vendor shall fully participate in a Privacy Impact Assessment with respect to the performance of the Work. The Privacy Impact Assessment may be conducted by Metrolinx or external third party advisors to Metrolinx at various times throughout the Term. The Vendor and all Vendor Personnel shall cooperate with Metrolinx and/or its third party advisors to provide the resources required to facilitate and fulfill this assessment. The Vendor shall implement any recommendations resulting from the Privacy Impact Assessment process.
- (d) The Vendor shall ensure the security and integrity of any Personal Information collected by the Vendor and shall protect it against loss, unauthorized access, destruction, or alteration, in accordance with the following:
 - (i) The Vendor shall not directly or indirectly collect, use, disclose, store or destroy any Personal Information, or give, exchange, disclose, provide, or sell Personal Information to any third party, except as expressly permitted, and for a purpose(s) authorized, under this Contract or otherwise agreed to in writing by Metrolinx.
 - (ii) The Vendor shall ensure that access to Personal Information is restricted to those Vendor Personnel who have a need to know or use such information in the performance of the Work and who have been specifically authorized to have such access for the purposes of performing the Work. Access shall be limited to only that Personal Information which is required for the performance of the Work.
 - (iii) All Personal Information shall be kept in a physically secure location and separate from all other records and databases. The Vendor shall not place, input, match, insert or intermingle, nor shall it permit any Person to place, input, match or intermingle, any data or records in any form whatsoever into or with any records or database containing such Personal Information.
- (e) For greater certainty, Metrolinx reserves the right to prescribe the specific manner in which the Vendor shall perform its obligations relating to this Section 10.7.

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10.8 FIPPA and Freedom of Information

- (a) The Vendor acknowledges that Metrolinx is a provincial crown agency subject to FIPPA, and acknowledges and agrees as follows:
 - (i) All FIPPA Records are subject to, and the collection, use, storage and treatment thereof is governed by FIPPA. The Vendor agrees to keep all FIPPA Records secure and available, in accordance with the requirements of FIPPA. The Vendor acknowledges that all information, data, records and materials, however recorded, that are held by the Vendor and/or created by the Vendor in the course of performing the Work are considered to be FIPPA Records and subject to FIPPA.
 - (ii) Section 10.5 shall apply to all FIPPA Records (other than the Contract Records), which shall be returned and/or destroyed in accordance with that section.
 - (iii) In the event of a conflict between the requirements of this Contract and the requirements of FIPPA, the requirements of FIPPA shall take precedence.
 - (iv) In the event that a request is made under FIPPA for the disclosure of any FIPPA Records, Metrolinx shall provide prompt written notice thereof to the Vendor and the Vendor shall provide any and all relevant FIPPA Records to Metrolinx on demand for the purposes of responding to an access request under FIPPA. In these circumstances, the Vendor shall provide all FIPPA Records requested to Metrolinx's Freedom of Information Coordinator (or equivalent) within seven (7) Business Days of receipt of the request from Metrolinx. Notwithstanding anything to the contrary in this Contract and subject to the Vendor's rights of appeal pursuant to Section 28(9) of FIPPA, Metrolinx shall determine what FIPPA Records will be disclosed in connection with any such request, in accordance with the requirements of FIPPA (including, without limitation, the requirements with respect to affected persons set out in Section 28 thereof).
 - (v) Storage of FIPPA Records (including the Contract Records) at a location outside Canada shall only be permitted with Metrolinx's express written consent.

10.9 Access

- (a) The Vendor shall provide to Metrolinx the network access requirements and access level that will be required by the Vendor to perform the Work. All

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requests to access Metrolinx's network will be subject to Metrolinx's written approval.

- (b) The Vendor shall aggregate all access into a central network access point before network access is granted to Metrolinx's information systems. The network controls used to facilitate access between the Vendor and Metrolinx will be subject to Metrolinx's written approval.
- (c) Contract Personnel shall not attempt to access, or allow access to, any Metrolinx data to which they are not permitted access under this Contract. If such access is attained, the Vendor shall immediately report such incident to Metrolinx, describe in detail any accessed Metrolinx data, and return to Metrolinx any copied or removed Metrolinx data.
- (d) The Vendor is responsible for ensuring that Vendor Personnel do not access, or allow access, to any Metrolinx data to which they are not permitted access under this Contract. The Vendor shall utilize commercially reasonable efforts, including through the use of rigorous systems security measures, to guard against, identify and promptly terminate the unauthorized access, alteration or destruction of software and Metrolinx data.

10.10 Audit Rights

- (a) During the Term and for a period of seven (7) years thereafter, the Vendor shall, at its cost and expense, retain and maintain, in an organized, accurate and accessible mode and manner, all financial and other books, records and documentation relating or pertaining to the Contract and the performance of the Work, including (i) original invoices and accounts, along with related records showing costs and expenses incurred, including but not limited to the cost to the Vendor of the Work and of all expenditures or commitments made by the Vendor in connection therewith; (ii) correspondence, e-mails, tenders, minutes of meetings, notes, reports, timesheets, memoranda and other documents associated with the Contract; (iii) records relating to any service level agreements and key performance indicators included in the Contract, and (iv) records related to matters of security and privacy (collectively, the "Contract Records").
- (b) The Contract Records shall be retained and maintained in accordance with all generally acceptable accounting principles and Applicable Laws and Industry Standards, or as otherwise may be required to substantiate compliance with this Contract and/or any payment to be made to the Vendor under this Contract.
- (c) During the Term and for a period of seven (7) years thereafter, Metrolinx or any third party acting on behalf of Metrolinx, shall have the right, upon no

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less than twenty-four (24) hours' notice in writing to the Vendor and during normal office hours, to inspect and audit, and to have access to, all Contract Records whether maintained by the Vendor or a Vendor Personnel, reasonably required to confirm the Vendor's compliance with the terms of this Contract and Applicable Laws, and to make copies thereof. The Vendor shall make available or cause to be made available the Corporate Records that are requested by Metrolinx or that may be required given the scope of the audit (provided such scope is disclosed to the Vendor), and shall otherwise reasonably cooperate with Metrolinx and any third party acting on Metrolinx's behalf, including by providing reasonable access to all of the Vendor's premises and to the Vendor's employees. Where access is needed to a Vendor Personnel's employees or to Contract Records that are maintained by a Vendor Personnel, the Vendor shall use reasonable efforts to arrange for such access on a timely basis. Without limiting the generality of the foregoing, the rights set out in this Section 10.10 shall extend to any Governmental Authority exercising its right to audit pursuant to Applicable Law or any contract with Metrolinx.

- (d) The Vendor shall maintain a competent and independent audit function to assess the internal controls over its environment and its compliance with Applicable Laws and Industry Standards. The Vendor shall provide Metrolinx, upon request, the results of all internal controls and security audits performed by the Vendor's auditors.
- (e) The Vendor shall upon advance written request, provided by e-mail or otherwise, provide Metrolinx with reasonable access to all premises that may reasonably be required to enable Metrolinx and/or Metrolinx's agents to monitor the progress of the Work. Any such monitoring or verifications shall be without prejudice to any other rights of Metrolinx under this Contract and shall not relieve the Vendor from any of its obligations under this Contract nor shall such verification be used by the Vendor as evidence of effective control of quality.
- (f) The Vendor and Metrolinx shall meet to review each audit report promptly after the issuance thereof and to mutually agree upon the appropriate manner, if any, in which to respond to the changes suggested or issued identified by the audit report. Without limiting any remedies which may be available to Metrolinx, the Vendor shall promptly remedy any violations of this Contract of which it becomes aware, pursuant to any audit or otherwise.

10.11 Vendor Compliance

- (a) The Vendor shall advise all of its Vendor Personnel, all of its Subvendors, and all of its Subvendor's Vendor Personnel of the requirements of this Article 10, and associated requirements set out elsewhere in this Contract, and take appropriate action to ensure compliance by such persons with the

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terms of this Article 10. In addition to any other liabilities of the Vendor pursuant to this Contract or otherwise at law or in equity, the Vendor shall be liable for all claims arising from any non-compliance with this Article 10 by the Vendor, any of its Vendor Personnel, any Subvendor and of its Subvendor's Vendor Personnel.

- (b) The Vendor warrants that each of its Vendor Personnel, each of its Subvendors and each of its Subvendor's Vendor Personnel engaged by the Vendor to provide the services pursuant to this Contract is under a written obligation to the Vendor requiring such person to comply with the terms of this Article 10.

10.12 Publicity

- (a) Neither Party may make any public announcement or press release regarding this Contract or any relationship between the Vendor and Metrolinx, without the other Party's prior written consent.

10.13 Damages

- (a) The Vendor acknowledges and agrees that any breach or threatened breach of this Article 10 or the obligations set out herein shall cause immediate and irreparable harm to Metrolinx for which damages alone are not an adequate remedy. The Vendor hereby acknowledges and agrees that Metrolinx shall be entitled to seek, in addition to any other legal remedies which may be available to it, such equitable relief as may be necessary and available to protect Metrolinx against such breach or threatened breach. No failure or delay by Metrolinx in exercising any right hereunder shall operate as a waiver hereof, or shall estop Metrolinx from obtaining permanent injunctive relief.

11.0 Representations, Warranties and Covenants

11.1 Representations, Warranties and Covenants of the Vendor

- (a) The Vendor covenants and agrees with and represents and warrants to Metrolinx, and acknowledges and confirms that Metrolinx is relying on such covenants, agreements, representations and warranties, as follows:
 - (i) the Vendor is validly existing under the laws of the location of its head office and the Vendor has all necessary corporate power, authority and capacity to enter into this Contract and to perform its obligations hereunder;

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- (ii) the entering into of this Contract by the Vendor and the performance of its obligations hereunder has been authorized by all necessary corporate action;
- (iii) the execution and delivery of this Contract, the consummation of the transactions contemplated herein and compliance with and performance of the provisions of this Contract does not and shall not:
 - (A) result in a breach of or constitute a default under, or create a state of fact, which after notice or lapse of time or both, or otherwise, would constitute a default under any term or provision of the constating documents of the Vendor, the by-laws or resolutions of the Vendor or any agreement or instrument to which the Vendor is a party or by which it is bound, or
 - (B) require the Vendor to obtain any Approval or action of any other Persons and, if required, any such Approvals have already been obtained as of the date of this Contract;
- (iv) this Contract constitutes a legally valid and binding obligation of the Vendor enforceable against it in accordance with its terms, subject only to applicable bankruptcy, insolvency and other similar laws affecting the enforceability of the rights of creditors generally, the principles of equity and that equitable remedies such as specific performance and injunction are available only in the discretion of a court of competent jurisdiction;
- (v) the Vendor has carefully reviewed the whole of this Contract, including all of the Contract Documents, and all other documents made available to the Vendor by Metrolinx, and, to the Vendor's knowledge, nothing contained herein or therein inhibits or prevents the Vendor from performing the Work in accordance with the Required Standard of Care so as to achieve and satisfy the requirements of this Contract;
- (vi) the Vendor has engaged and shall engage only Subvendors and Vendor Personnel that are qualified and competent to perform the portions of the Work they are responsible for and possess the requisite Domain Expertise;
- (vii) the Vendor has available the resources and personnel to complete all of its obligations under this Contract in a timely, efficient and professional manner in accordance with the Required Standard of Care;

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- (viii) the Vendor is not aware of any legal action instituted, threatened or pending against the Vendor that could have a material adverse effect on its ability to perform its obligations under this Contract;
- (ix) Except as disclosed in the Submission, the Vendor is free of any actual or potential Tender Conflict of Interest;
- (x) the Vendor is registered as an employer pursuant to the Workplace Safety and Insurance Act (Ontario) and has completed all filings and paid all assessments as required pursuant to that Act and the regulations thereunder;
- (xi) the Vendor is familiar with the obligations imposed on an "employer" as defined in OHSA, and that it has in place a health and safety program to ensure that it takes all steps reasonable in the circumstances to ensure the health and safety of all workers for which it has responsibility under that Act; and
- (xii) the Vendor represents, warrants and covenants to Metrolinx that the Vendor is and shall remain duly registered for the purposes of Part IX of the Excise Tax Act.

11.2 Continuing Effect of Representations, Warranties and Covenants

- (a) The Vendor hereto agrees that its covenants, representations and warranties contained in this Article 11 are continuing covenants, representations and warranties and shall apply and be true and correct at all times during the Term.

12.0 Indemnity

12.1 Indemnification

- (a) The Vendor shall at all times indemnify and save harmless Metrolinx, its officers, directors, employees, members, agents, representatives, successors and assigns (hereinafter the "Indemnified Parties"), from and against any and all Losses resulting from:
 - (i) any breach, violation or non-performance by or on behalf of the Vendor of any covenant, obligation or agreement of the Vendor contained in this Contract, including any warranty;
 - (ii) any negligent acts, errors or omissions or wilful misconduct by or on behalf of the Vendor relating to the Work to be provided under this Contract;

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- (iii) any acts performed by or on behalf of the Vendor beyond the authority of the Vendor hereby conferred;
- (iv) any inaccuracy in or breach of any of the representations or warranties of the Vendor contained in this Contract;
- (v) any preserved or perfected lien under the Construction Lien Act filed or made on account of the Work performed hereunder, provided that the liens herein referenced are not the direct result of the default in payment by Metrolinx to the Vendor of amounts properly due under this Contract. The Vendor shall cause any such lien or claim which may be filed or made to be released, vacated or otherwise discharged within five (5) days of obtaining notice of the lien or claim or from receipt by the Vendor of written notice from Metrolinx. If the Vendor fails to release, vacate or discharge any such lien or claim, then Metrolinx may, but without obligation to do so, discharge or release the lien or claim or otherwise deal with the lien or claim, and the Vendor shall pay any and all reasonable costs and expenses, including but not limited to reasonable legal fees incurred by Metrolinx in so releasing, discharging, or otherwise dealing with such lien or claim;
- (vi) any breach of the terms and conditions set out in Article 3 or arising as a result of any illness, injury or death of any employee of the Vendor or any Subvendor, including:
 - (A) any resulting expenses incurred by Metrolinx as a result of stoppage of the Work on account of failure by the Vendor to meet its obligations under and/or with respect to the OHSA; and
 - (B) any resulting fine(s) levied against Metrolinx as a result of any breach of the responsibilities of the employer for the work, to the extent attributable to the Vendor's failure to fulfil its obligations as described in Section 3.1; and/or
- (vii) any infringement or alleged infringement of any patent, trade secret, service mark, trade name, copyright, official mark, moral right, trade-mark, industrial design or other proprietary rights conferred by contract, common law, statute or otherwise in respect to the Work or any matter provided to Metrolinx or performed by the Vendor, or anyone else for whom at law the Vendor is responsible provided, however, the Vendor shall not be required to indemnify the Indemnified Parties pursuant to this subsection if (i) the infringement or alleged infringement was caused by the modification of a deliverable or work product prepared pursuant to this Contract by any person other than the Vendor or a Vendor Personnel, (ii) the deliverable or work product was based upon designs provided by

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Metrolinx, or (iii) the Work relating to the infringement or alleged infringement were used in a manner not permitted by the Contract.

- (b) The Vendor shall pay all reasonable costs, expenses and legal fees that may be incurred or paid by the Indemnified Parties in connection with any demand, claim, execution, action, suit or proceeding with respect to a matter for which the Vendor is obligated to indemnify the Indemnified Parties pursuant to this Article 12, provided that the indemnity obligations of the Vendor under this Article 12 shall not extend to Loss attributable to the negligence or willful misconduct of any Indemnified Parties to the extent that such Indemnified Parties' negligence or willful misconduct caused the Loss.
- (c) In the event any Loss is asserted in respect to which an Indemnified Party is entitled to indemnification under this Article 12, and without prejudice to any other right or remedy Metrolinx may have, Metrolinx shall be entitled to deduct or withhold a reasonable sum on account of such claim, action, suit, execution or demand, including legal costs, from monies owed or payable by Metrolinx to the Vendor under this Contract pending the final determination or settlement of such claim, action, suit, execution or demand. In the event,
 - (i) the Vendor is, becomes, or is deemed to be bankrupt or an insolvent person pursuant to the Bankruptcy and Insolvency Act (Canada);
 - (ii) the Vendor makes a general assignment for the benefit of creditors; or
 - (iii) a receiver or interim-receiver is appointed with respect to some or all of the Vendor's business, assets, or property,

then Metrolinx shall be entitled, without prejudice to any other right or remedy Metrolinx may have, to further deduct or withhold a reasonable sum on account of such Loss, from any monies owed or payable by Metrolinx to the Vendor under any other agreement or account. The provisions of this Section 12.1(c) shall not apply in the event that such Loss is otherwise provided for under any insurance provided by the Vendor to or for the benefit of Metrolinx.

13.0 Limitation of Liability

13.1 General Intent

- (a) It is the intent of the Parties that each Party shall be liable to the other Party for any actual damages incurred by the non-breaching Party as a result of the breaching Party's failure to perform its obligations in the manner required by the Contract.

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13.2 Limitations on Liability

- (a) Subject to Section 13.2(c), in no event shall either Party be liable for indirect, consequential, exemplary, punitive or special damages relating to the Contract even if such Party has been advised in advance of the possibility of such damages.
- (b) Subject to Section 13.2(c), each Party's aggregate liability to the other under the Contract for direct damages for all events giving rise to liability hereunder shall be limited to an amount equal to [the Total Contract Price].
- (c) The limitations of liability set forth in Sections 13.2(c) and 13.2(b) shall not apply with respect to Losses:
 - (i) that are the subject of indemnification pursuant to Articles 12.1(a)(ii), (iii), (v), (vi) or (vii); or
 - (ii) occasioned by a breach of Article 10.
- (d) Each party shall have a duty to mitigate damages for which the Vendor is responsible.

14.0 Termination

14.1 Termination for Cause by Metrolinx

- (a) Metrolinx may, by ten (10) days' written notice to the Vendor, suspend or terminate the whole or any part of the provision of the Work or this Contract for cause in the event that the Vendor is in breach of any of its obligations under this Contract, and it fails to cure such breach (which breach must be curable) within thirty (30) days of being notified thereof, and thereupon:
 - (i) Metrolinx may appoint officials of Metrolinx or any other person or persons in the place and stead of the Vendor to perform the Work or any portion thereof; and
 - (ii) the Vendor shall immediately discontinue the Work on the date and to the extent specified in the notice and place no further orders for materials or services for the terminated portion of the Work.
- (b) nothing contained herein shall limit the rights of Metrolinx to recover damages from the Vendor arising from the failure of the Vendor to perform the Work satisfactorily in accordance with the terms of this Contract.

14.2 Termination for Convenience by Metrolinx

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- (a) Metrolinx may, by thirty (30) days' written notice to the Vendor, terminate this Contract for convenience, and thereupon Metrolinx shall be liable for payment to the Vendor for those monies attributable to the part of the Work performed to the satisfaction of Metrolinx to the date of termination stipulated in such notice. Metrolinx shall also be liable for any reasonable demobilization costs and the reasonable cost of cancellation of any contracts, but in no event will Metrolinx be liable for any loss of profits, loss of revenue or other consequential damages.

15.0 Force Majeure

15.1 Force Majeure

- (a) Neither Party shall be liable for Losses caused by a delay or failure to perform its obligations under this Contract where such delay or failure is caused by an event beyond its reasonable control (a "Force Majeure Event"). The Parties agree that an event shall not be considered beyond one's reasonable control if a reasonable business person applying due diligence in the same or similar circumstances under the same or similar obligations as the provisions of this Contract would have put in place contingency plans to either materially mitigate or negate the effects of such event.
- (b) Without limiting the generality of the foregoing, the Parties agree that Force Majeure Events may include acts of God, natural disasters, acts of war, war-like operations, civil war, acts of foreign enemy, plagues, epidemics, insurrection and terrorism (provided that the conditions of Section 15.1(a) are met) but shall in no event include:
 - (i) shortages or delays relating to supplies or services; or
 - (ii) on the part of the Vendor, lack of financing or inability to perform because of the financial condition of the Vendor.
- (c) A failure by Metrolinx to furnish instructions is not a Force Majeure Event until fourteen (14) days after a demand for such instructions has been made in writing by the Vendor and not then unless such claim is reasonable and justified to Metrolinx.

15.2 Process

- (a) If a Party seeks to excuse itself from its obligations under this Contract due to a Force Majeure Event:

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- (i) that Party shall immediately notify the other Party of the delay or non-performance, the reason for such delay or non-performance and the anticipated period thereof; and
- (ii) the Party giving the notice shall thereupon be excused the performance or punctual performance, as the case may be, of such obligation for the period of time directly attributable to such Force Majeure Event.

(b) This Section shall not apply or be available to a Party in respect of any event, or resulting delay or failure to perform, occurring more than fourteen (14) days before notice is given to Metrolinx pursuant to Section 15.2(a).

(c) In the case of a continuing Force Majeure Event, only one notice shall be necessary.

15.3 Metrolinx Rights

- (a) Without limiting any other rights available to Metrolinx under this Contract, Metrolinx reserves the right to contract any Work from a third party during any period of Force Majeure claimed by the Vendor.

16.0 Dispute Resolution

16.1 All Disputes shall be resolved in accordance with, and the Parties shall comply with, Schedule D - Dispute Resolution.

17.0 Set Off

17.1 Metrolinx shall have the right to satisfy any amount from time to time owing by it to the Vendor under the Contract by way of a set-off against any amount from time to time owing by the Vendor to Metrolinx under the Contract, including but not limited to any amount owing to Metrolinx pursuant to the Vendor's indemnification of Metrolinx in this Contract.

18.0 General

18.1 Entire Agreement

- (a) This Contract constitutes the entire agreement between the Parties regarding the Work and supersedes any prior understandings, negotiations, representations or agreements, whether written or verbal.

18.2 Governing Law and Jurisdiction

- (a) This Contract shall be governed by and interpreted in accordance with the laws of the Province of Ontario and the federal laws applicable therein,

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without regard to principles of conflicts of law that would impose the law of another jurisdiction. The Parties hereby irrevocably and unconditionally attorn and submit to the non-exclusive jurisdiction of the courts of the Province of Ontario and all courts competent to hear appeals therefrom.

18.3 Survival

- (a) The obligations set out in Articles 1, 2, 3, 7, 8, 10, 11 and 12 and this Article 18 of this Contract shall continue to bind the Vendor notwithstanding expiration or termination of this Contract for any reason whatsoever or completion of the Work as contemplated hereunder.

18.4 Enurement

- (a) This Contract shall enure to the benefit of, and be binding upon the Parties and their respective heirs, executors, administrators, personal representatives, successors and permitted assigns.

18.5 Assignment

- (a) The Vendor shall not be entitled to assign this Contract in whole or in part without the prior written consent of Metrolinx, which consent shall not be unreasonably withheld or delayed.

18.6 Independent Parties

- (a) This Contract does not create and is not intended to create an agency or employment relationship, partnership, joint venture or other similar association between the Parties. The relationship between the Parties is to be considered at all times as that of a purchaser and an independent contractor. Neither Party shall have the right to bind the other to any agreement with any third party or to incur any obligation or liability on behalf of the other Party. Except as expressly provided for in this Contract, neither Party shall represent, directly or indirectly by conduct, to any third party that it is an agent, employee, partner or joint venturer of the other.
- (b) The Vendor Personnel and all other personnel providing the Work are solely the employees of the Vendor and applicable Subvendors (and not Metrolinx') for all purposes under this Contract, including for all purposes under any Applicable Laws. Accordingly, none of the foregoing personnel is entitled to any benefits respecting any pension or other benefit plan, program or policy of Metrolinx.

18.7 Third Party Beneficiaries

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- (a) This Contract is made solely for the benefit of the Parties and, to the extent expressly and specifically stated, any other Parties made beneficiaries of this Contract. No terms of this Contract shall be deemed to confer upon any other third parties any claim, remedy, reimbursement or other right.
- (b) The Vendor represents and warrants to Metrolinx that the Vendor is entering into this Contract solely on the Vendor's own behalf and not as an agent for any other Person.

18.8 Joint and Several Liability

- (a) Where the Vendor comprises two or more Persons, each of them shall be jointly and severally liable for the obligations of the Vendor under this Contract.

18.9 Notice

- (a) Unless expressly provided elsewhere in the Contract Documents, every notice required or permitted under this Contract must be in writing and may be delivered in person, by courier or by fax to the applicable party at the address or fax number in the Articles of Agreement or to any other address, fax number or individual that a party subsequently designates by notice.
- (b) Any notice under this Contract, if delivered personally or by courier on a Business Day will be deemed to have been given when actually received, if delivered by fax before 3:00 p.m. on a Business Day will be deemed to have been delivered on that Business Day and if delivered by fax after 3:00 p.m. on a Business Day or on a day that is not a Business Day will be deemed to be delivered on the next Business Day. For greater clarity, notice shall not be given by email.

18.10 Amendments

- (a) Except as expressly provided in this Contract, no amendment, supplement or restatement of any provision of this Contract is binding unless it is in writing and signed by both Parties.

18.11 No Waiver

- (a) No provision of this Contract shall be deemed waived, amended or modified by either Party unless such waiver, amendment or modification is in writing and signed by the Party against whom it is sought to enforce the waiver, amendment or modification. The failure by a Party to exercise any of its rights, powers or remedies hereunder or its delay to do so does not constitute a waiver of those rights, powers or remedies. No waiver made with respect to any instance involving the exercise of any such right is to be

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deemed to be a waiver with respect to any other instance involving the exercise of the right or with respect to any other such right.

18.12 Severability

- (a) If any term or condition of this Contract, or the application thereof to the Parties or circumstances, is to any extent invalid or unenforceable in whole or in part, the remainder of this Contract shall continue in full force and effect, and the application of such term or condition to the Parties or circumstances other than those to which it is held invalid or unenforceable shall not be affected thereby.

18.13 Further Assurances

- (a) Each Party agrees that it shall at any time and from time to time, at its own expense, execute and deliver such further documents and do such further acts and things as the other Party may reasonably request for the purpose of giving effect to this Contract or carrying out the intention or facilitating the performance of the terms of this Contract.

18.14 Conflict of Interest Acknowledgement and Agreement

- (a) For the purposes of this Contract, a "Conflict of Interest" includes any situation or circumstances where, in relation to the performance of its contractual obligations in this Contract, the Vendor's other commitments, relationships or financial interests:
 - (i) could or could be seen to exercise an improper influence over the objective, unbiased and impartial exercise of its independent judgment; or
 - (ii) could or could be seen to compromise, impair or be incompatible with the effective performance of its contractual obligations.
- (b) The Vendor acknowledges that participation (directly or indirectly) in any procurement process arising from or related to this Contract (the "Prohibited Procurements") would constitute a Conflict of Interest with this Contract, and the Vendor agrees that it shall not, and shall take reasonable steps (including obtaining covenants substantially similar to those set out in this section) to ensure that its Subvendors do not participate in or be involved with such Prohibited Procurements either directly or indirectly, including as a bidder or as a subvendor, contractor or advisor to any bidder.
- (c) The Vendor shall:

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- (i) avoid all Conflict of Interest in the performance of its contractual obligations;
 - (ii) disclose to Metrolinx without delay any actual or potential Conflict of Interest that arises during the performance of its contractual obligations; and
 - (iii) comply with any requirements prescribed by Metrolinx to resolve any Conflict of Interest.
- (d) In addition to all other contractual rights or rights available at law or in equity, Metrolinx shall have the right to immediately terminate this Contract, by giving notice in writing to the Vendor, where:
 - (i) the Vendor fails to disclose an actual or potential Conflict of Interest;
 - (ii) the Vendor fails to comply with any requirements prescribed by Metrolinx to resolve a Conflict of Interest; or
 - (iii) the Vendor's Conflict of Interest cannot be resolved.
- (e) This section shall survive any termination or expiry of this Contract.

18.15 Counterparts

- (a) This Contract may be executed in one or more counterparts. Any single counterpart or a set of counterparts executed, in either case, by all Parties shall constitute a full, original and binding agreement for all purposes. Counterparts may be executed either in original or electronic form, provided that the Party providing its signature in electronic form shall promptly forward to the other Party an original signed copy of this Contract which was so sent electronically.

19.0 Warranty

19.1 General

- (a) The Vendor represents, warrants and covenants:
 - (i) That all workmanship shall be in compliance with the requirements of the Contract; and
 - (ii) That all goods shall be in compliance with the requirements of the Contract and be free from defects in design, material, workmanship, manufacture, fabrication, packaging, shipment and delivery.

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- (b) The express warranties contained herein are in addition to all other warranties and conditions, express or implied, including all legal and statutory warranties, all warranties arising at law, warranties of merchantability and fitness for a particular purpose, and warranties of the Vendor.
- (c) The warranty period shall commence upon acceptance of goods by Metrolinx.

19.2 Warranty Conditions

- (a) If, within twenty-four (24) months, the goods supplied by the Vendor or any part thereof become defective or fails due to any default by the Vendor in fulfilling the requirements of the Contract including, without limitation, improper, faulty or defective design, materials, workmanship, manufacture, fabrication, packaging, shipment or delivery, then the Vendor, upon notification in writing from Metrolinx, shall forthwith repair or remedy every such defect or failure, or replace the goods, without cost (including without limitation transportation cost) to Metrolinx.
- (b) All labour cost incurred by Metrolinx in respect of the repair or remedy of defects or failures, and of the replacement of goods during the warranty period, shall be reimbursed to Metrolinx by the Vendor in accordance with the agreed to hourly rates to be negotiated.
- (c) Metrolinx shall provide the Vendor with reasonable access to the Place of Work for the purpose of performing warranty work when practical.
- (d) The Vendor shall prepare and furnish data and reports pertaining to any repairs, replacements and remedies pursuant to the Warranty, including, but not limited to, revisions and updating of contract drawings, data and contract deliverables.
- (e) In the event the Vendor fails to fulfil any obligation stipulated in this Warranty, Metrolinx shall have the right to repair, remedy or replace the goods at the Vendor's expense.
- (f) The Vendor shall cause those warranties that are provided by Subvendors and suppliers that extend beyond the Vendor's warranty period, be assigned to Metrolinx. Should there be any claim under the said warranties after the expiration of the Vendor's warranty period, such claim shall be made and processed directly by Metrolinx with the relevant Subvendors or suppliers. Subvendors' and suppliers' warranties shall also pass to Metrolinx in the event that the Vendor is unable to complete its obligations under the Contract. In any event, the Vendor shall make provision in all subcontracts and purchase orders for all warranties to be directly assigned to Metrolinx.

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- (g) Any product that does not meet the Contract Scope of Work, notwithstanding tests, inspection or acceptance at any time or location, are found to contain deficiencies, will be subject to rejection and shall be returned to the Vendor. The Vendor shall be entitled to a joint inspection of the defective component at the premises of Metrolinx. The Vendor shall assume the expenses of handling and transportation in both directions.

19.3 Intellectual Property

- (a) In addition to the warranties and conditions implied by the Sales of Goods Act (Ontario), the Vendor represents and warrants that there are no patents, trademarks, copyrights or other rights restricting the use, repair or replacement of the goods, or any part thereof, furnished under this Contract.

20.0 Custom Duties and Import Charges

20.1 The Vendor shall be responsible for all costs, including administrative costs, relating to delivery of the goods and shall acquire and pay for all necessary permits and licences required for the importation and delivery of goods to the Place of Work.

20.2 The Vendor shall be responsible for freight, insurance, importation taxes and duties, custom broker and/or clearance fees and container packing (direct labour and packing material) costs for delivery of goods, components, diagnostic tools, equipment and spare parts and shall pay for such costs. The Vendor shall use commercially reasonable efforts to minimize freight, duty and other delivery costs reimbursed to the Vendor by Metrolinx and incurred under the Contract during the Term. The Vendor shall provide to Metrolinx on a semi-annual basis during the Term of the Contract evidence of the costs in this Section 20.2 incurred under the Contract and any actions taken to minimize these costs. Reductions in freight, insurance, importation taxes and duties, custom broker and/or clearance fees and container packing (direct labour and packing material) costs shall inure to the benefit of Metrolinx.

20.3 Customs Clearance Services

- (a) The Vendor shall be the importer of record for this Contract. The Vendor shall provide and shall arrange for customs brokerage services and other services required to comply with all requirements imposed or administered by Canada Border Services Agency regarding the import of the goods into Canada. All communications with customs authorities or customs brokers shall be handled by the Vendor. In the event that a document or thing is required from Metrolinx as the ultimate owner of the goods, the Vendor shall prepare such document or thing for review by Metrolinx prior to submission of such document or thing to the Party requiring same. All costs for these services are included in the Total Contract Price.

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END OF SECTION

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1.0 In this Contract Document,

- 1.1 **"Acceptance"** or **"Acceptable"** or **"Accepted"** means the act of formal notification by Metrolinx of no further objections regarding content, construction or compliance.
- 1.2 **"Applicable Laws"** means all applicable laws, statutes, regulations, orders, by-laws, treaties, judgements, decrees and ordinances applicable from time to time and, whether or not having the force of law, all applicable Approvals, Standards, codes, requirements, requests, directives, rules, guidelines, instructions, circulars, manuals, and policies of any Governmental Authority having or purporting to have jurisdiction or authority over a Party, property, transaction or event, including laws relating to workplace safety and insurance, occupational health and safety and employment standards.
- 1.3 **"Approvals"** means any permits, licences, consents, approvals, clearances, orders, ordinances, registrations, filings or other authorizations respecting the work undertaken as part of the Work as may be required from any applicable Governmental Authority or otherwise by the Vendor's contract documents.
- 1.4 **"Arbitration Act"** means the Arbitration Act, 1991, S.O. 1991, Chapter 17.
- 1.5 **"Business Day"** means any day other than: (a) a Saturday or Sunday and (b) any other day on which Metrolinx is not open for business. Each Business Day will end at 4:00 p.m. on that day.
- 1.6 **"Cash Allowance"**, if applicable, means a sum included in the Total Contract Price by Metrolinx as a predetermined allowance to cover the items identified in "Tender Document Form: Contract Prices" which shall form part of the Articles of Agreement.
- 1.7 **"Cash Allowance Items"**, if applicable, means those items, work and/or services identified in the "Tender Document Form: Contract Prices" which shall form part of Articles of Agreement as items to be paid for using the designated Cash Allowance.
- 1.8 **"Changes"** has the meaning ascribed to it in Section 8.1 1.33 of General Conditions of the Contract.
- 1.9 **"Confidential Information"** means all information of a confidential nature (as determined with reference to its treatment by Metrolinx) which is provided, disclosed or made available (orally, electronically or in writing or

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by any other media) by Metrolinx (or its representatives) to the Vendor (including to employees, vendors, contractors or other representatives thereof) and includes any copies or reproductions thereof. For greater certainty, all Personal Information, Contract Records, construction documents, personal information, and anything else specifically marked or identified by Metrolinx as confidential or proprietary are deemed to be "Confidential Information" for the purposes of this Contract.

- 1.10 **"Conflict of Interest"** has the meaning ascribed to it in Section 18.14 of General Conditions of the Contract.
- 1.11 **"Contract"** means this contract between the Vendor and Metrolinx pursuant to Tender No. PT-2018-RBEX-614 including the Articles of Agreement, General Conditions of the Contract and the Schedules thereto and the Contract Documents.
- 1.12 **"Contract Documents"** means the Contract and those documents listed in "Scope of Work" and any written amendments thereto as agreed to by the Parties.
- 1.13 **"Contract Performance Appraisal"** has the meaning ascribed to it in Section 2.11(a) of General Conditions of the Contract.
- 1.14 **"Contract Records"** has the meaning ascribed to it in Section 10.8 of General Conditions of the Contract.
- 1.15 **"Custom Intellectual Property"** means any Intellectual Property created, developed or produced by the Vendor or any Vendor Personnel under this Contract specifically for use in connection with the performance of the Work, all documentation and media related thereto, and all Intellectual Property Rights therein.
- 1.16 **"Deliverables"** means the work product created by the Vendor and/or the Vendor Personnel in connection with or as a requirement of the Work, including all reports, drawings, plans, designs, processes, tools, standards, registers, logs, updates, files, databases, Software, and documentation.
- 1.17 **"Dispute"** means all disputes, controversies, or claims arising out of or relating to: (a) this Contract; (b) the alleged wrongful exercise or failure to exercise by a Party of a discretion or power given to that Party under this Contract; and/or (c) the interpretation, enforceability, performance, application, or administration, breach, termination, or validity of this Contract or any failure to agree where agreement between the Parties is called for.

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- 1.18 **"Dispute Notice"** has the meaning given in Schedule D - Dispute Resolution of General Conditions.
- 1.19 **"Domain Expertise"** means the required level of depth and breadth of qualifications and experience in respect of the tasks to be performed in connection with the Work, gained through a practical application of the knowledge underlying the tasks in an environment substantially similar to that of the Work.
- 1.20 **"Drawings"** describe the detailed technical requirements of the Work and form part of the Scope of Work.
- 1.21 **"Effective Date"** means the final date of execution of this Contract by both Parties.
- 1.22 **"Encumbrance"** means any mortgage, charge, pledge, hypothecation, Lien, security interest, hypothec, easement, right-of-way, right-of-first refusal, option, encroachment, building or use restriction, conditional sales agreement, personal property lease, licence, restrictive covenant, adverse claim, promissory right or other encumbrance of any nature however arising, or any other security agreement or arrangement creating in favour of any creditor a right in respect of any property that is prior to the right of any other creditor in respect of such property.
- 1.23 **"Excise Tax Act"** means the Excise Tax Act, R.S.C. 1985, Chapter E-15.
- 1.24 **"FIPPA"** means the Freedom of Information and Protection of Privacy Act, R.S.O. 1990, Chapter F.31.
- 1.25 **"FIPPA Records"** means all information, data, records and materials, however recorded, in the custody or control of Metrolinx, including Confidential Information, Personal Information and Contract Records. For the purposes of this definition, documents held by the Vendor in connection with this Contract are considered to be in the control of Metrolinx.
- 1.26 **"French Designated Area"** means an area designated as such in the Schedule to the French Language Services Act. A map and complete listing of French Designated Areas is available at <http://www.ofa.gov.on.ca/en/flsa-mapdesig.html>.
- 1.27 **"French Language Services Act"** means the French Language Services Act, R.S.O. 1990, Chapter F.32.
- 1.28 **"Governmental Authority"** means any domestic government, including any federal, provincial, territorial, municipal, regional or other local

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government, and any government established court, agency, tribunal, commission or other authority exercising or purporting to exercise executive, legislative, judicial, regulatory or administrative functions respecting government; provided, however, "Governmental Authority" does not include Metrolinx.

- 1.29 **"Income Tax Act"** means the Income Tax Act, R.S.C. 1985, Chapter 1 (5th Supp.).
- 1.30 **"Indemnified Parties"** has the meaning ascribed to it in Section 12.1 of General Conditions of the Contract.
- 1.31 **"Intellectual Property"** means all intellectual and industrial property, including: (a) materials, images, reports, Software, applications, audio or video recordings, specifications, performance requirements, software development tools, technologies, content, data (including all information whether or not contained in or on any database or electronic information storage system or media owned by or in the custody or control of Metrolinx), technical information, interfaces, web portals, components, services, information, databases, and documentation; (b) patents, patent application rights, rights to file patents, inventions, trade-marks (whether registered or not), trade-mark applications, rights to file trade-marks, trade names, copyrights (whether registered or not), design registrations, trade secrets, confidential information, industrial and similar designs, rights to file for industrial and similar designs, processes, methodologies, techniques and know-how; and (c) all Intellectual Property Rights therein.
- 1.32 **"Intellectual Property Rights"** means any right to Intellectual Property recognized by law, including any Intellectual Property right protected by legislation or arising from protection of information as a trade secret or as confidential information.
- 1.33 **"Joint Venture"** is the business arrangement of two or more parties proposed as identified in the Submission.
- 1.34 **"List of Contents"** shall mean the section of the Contract Document entitled "List of Contents".
- 1.35 **"Losses"** means claims, actions, suits, executions, and demands and all loss, liability, judgments, costs, charges, damages, liens and expenses of any nature whatsoever and howsoever caused.
- 1.36 **"Metrolinx"** means Metrolinx, a provincial crown agency continued under the Metrolinx Act, S.O. 2006, Chapter 16, and its successors and assigns.

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- 1.37 **"Metrolinx Intellectual Property"** means: (a) all Intellectual Property that is proprietary to, or controlled or licensed by, Metrolinx and provided to the Vendor; (b) all Metrolinx Marks; (c) all procurement documents issued by Metrolinx; (d) all documentation or source materials (including source code) related to any of the foregoing; and (e) all copies, translations, improvements, modifications, enhancements, adaptations, or derivations made to the Metrolinx Intellectual Property by Metrolinx and/or any third party not performing work under this Contract.
- 1.38 **"Metrolinx Marks"** means any trademarks, service marks, trade names, logos or other commercial or product designations owned or licensed by Metrolinx, whether registered or not.
- 1.39 **"Metrolinx Representative"** or **"Metrolinx's Representative"** has the meaning ascribed to it in Section 2.9 of General Conditions of the Contract.
- 1.40 **"OHSA"** means the Occupational Health and Safety Act, R.S.O. 1990, Chapter O.1.
- 1.41 **"Parties"** means both of Metrolinx and the Vendor and a "Party" means either one of them.
- 1.42 **"Person"** means any individual, sole proprietorship, partnership, limited partnership, corporation or company (with or without share capital), trust, foundation, joint venture, Governmental Authority or any other incorporated or unincorporated entity or association of any nature.
- 1.43 **"Personal Information"** has the meaning ascribed to it in FIPPA.
- 1.44 **"PIPEDA"** means the Personal Information Protection and Electronic Documents Act, S.C. 2000, Chapter 5.
- 1.45 **"Place of Work"** is the designated site or location of the Work.
- 1.46 **"Privacy Impact Assessment"** refers to a systematic and consistent method of analysis to identify and analyze privacy risks in a program, technology or service.
- 1.47 **"Prohibited Procurements"** has the meaning ascribed to it in Section 18.14 of General Conditions of the Contract.
- 1.48 **"Product"** means any goods, machinery, equipment, fixtures and Software (including any components of any of the foregoing) forming part of the Deliverables, but does not include machinery and equipment used solely to perform the Work.

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- 1.49 **"Professional Engineer"** means an engineer licensed to practice engineering in the Province of Ontario.
- 1.50 **"Project Schedule"** means the schedule of work identified in Tender Document Form: Form of Tender, which shall form part of the Contract and may be amended at the sole discretion of Metrolinx.
- 1.51 **"Quotation"** has the meaning given in Section 15.0 of Schedule B - Financial Terms of General Conditions.
- 1.52 **"Railway(s)"** means one or more of the Canadian National Railway Company (CN), Canadian Pacific Railway Company (CP), Metrolinx or the Toronto Terminals Railway Company (TTR) owning or operating the Railway Right-of-Way on which all or part of the Work may be performed.
- 1.53 **"Rates"** has the meaning ascribed to it in Section 1.1 of Schedule B - Financial Terms of General Conditions.
- 1.54 **"Required Standard of Care"** means: (a) using the Standards, practices, methods and procedures among the highest commercial standards of practice and professionalism as understood in the Province of Ontario; (b) confirming to Applicable Laws and all rules of professional conduct applicable to the Vendor or the Vendor Personnel; (c) exercising that degree of skill and care, diligence, prudence and foresight which would be expected from a leading Person or professional performing work similar to those called for under this Contract; and (d) using only proper materials and methods as are suited to the function and performance intended.
- 1.55 **"Software"** means any set of machine readable instructions that directs the performance of specific operations, including computer programs, computer code, software programs (whether executable or not executable), system software, application software, embedded software, databases, data, middleware, GUI's, objects, firmware, components and modules and related documentation.
- 1.56 **"Standards"** means, at a given time, those standards, specifications, manuals, codes, practices, methods and procedures applicable to the Required Standard of Care.
- 1.57 **"Subvendor"** means an individual, firm, partnership, corporation or design professional having a direct contract with the Vendor or another Subvendor to perform a part or parts of the Work as identified in the Submission or as otherwise identified in a request to add a new Subvendor.

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- 1.58 **"Submission"** means all documentation and other materials and information submitted by the Bidder in response to Tender No PT-2018-RBEX-614.
- 1.59 **"Supplier"** means an individual, firm, partnership or corporation having a direct contract with the Vendor or another Subvendor to provide goods and/or services required to carry out the Work of the Contract.
- 1.60 **"Scope of Work"** describe the general and detailed requirements of the Work and are to be read in conjunction with any Drawings, if applicable, contained herein.
- 1.61 **"Task Assignment Items"**, if applicable, means those items, work and/or services identified in the "Tender Document Form: Contract Prices" which shall form part of Articles of Agreement as items to be paid for under the Total Contract Price.
- 1.62 **"Task Assignment Process"** has the meaning ascribed to it in Section 8.4 of General Conditions of the Contract.
- 1.63 **"Taxes"** means all present and future taxes, surtaxes, duties, levies, imposts, rates, fees, premiums, assessments, withholdings, dues and other charges of any nature imposed by any Governmental Authority (including, income, capital (including large corporations), gross receipts, consumption, sales, use, transfer, goods and services or other Value Added Taxes, excise, customs or other import, anti-dumping, countervail, net worth, alternative or add-on minimum, windfall profits, stamp, registration, franchise, payroll, employment insurance, Canada Pension Plan, worker's compensation, health, education, school, business, property, local improvement, environmental, development and occupation taxes, surtaxes, duties, levies, imposts, rates, fees, premiums, assessments, withholdings, dues and charges) together with all fines, interest and penalties in respect thereof or in lieu of or for non-collection thereof.
- 1.64 **"Tender Conflict of Interest"** means the Vendor had an unfair advantage or engaged in conduct, directly or indirectly, that gave it an unfair advantage, including but not limited to (i) having, or having had access to, confidential information of Metrolinx in the preparation of its submission during the Tender process that was not available to other bidders, (ii) communicating with any person with a view to influencing preferred treatment in the Tender process (including but not limited to the lobbying of decision makers involved in the Tender process), or (iii) engaging in conduct that compromises, or could be seen to compromise, the integrity of the Tender process.

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- 1.65 **"Term"** has the meaning ascribed to it in Section 2.1 of General Conditions of the Contract.
- 1.66 **"Third Party"** or **"Third Parties"** means any Third Party Vendors or Third Party Operators.
- 1.67 **"Third Party Contract"** means a contract between Metrolinx and any other Person which is in any way related to, impacts or is impacted by the Work and/or the Vendor's acts or omissions, whether expressly identified to the Vendor or not.
- 1.68 **"Third Party Vendors"** means vendors, suppliers, service providers, utility owners or any other third party (excluding the Vendor and any Subvendors and Vendor Personnel) performing work and/or providing products and services in, or in respect of, the rail corridors, where such work, products or services (a) are on behalf and for the benefit of Metrolinx or (b) are being undertaken to enable work, products or services on behalf of and for the benefit of Metrolinx.
- 1.69 **"Third Party Operators"** means (a) any third party providing products and/or services in the rail corridors on their own behalf, pursuant to rights granted by Metrolinx, including VIA Rail Canada Limited, Canadian Pacific Railway Company and Canadian National Railway Company; and (b) any third party who otherwise has a right to occupy, access, or use property or facilities on or adjacent to the rail corridors.
- 1.70 **"Third Party Work"** means work and services conducted or provided by Third Parties.
- 1.71 **"Total Contract Price"** means the amount identified as such in Tender Document Form: Contract Prices which shall form part of the Articles of Agreement.
- 1.72 **"Value Added Taxes"** means such sum as shall be levied upon amounts payable to the Vendor under this Contract by any Governmental Authority that is computed as a percentage of the amounts payable to the Vendor (including all other Taxes but excluding Value Added Taxes), and includes the HST, and any similar tax, the payment or collection of which, by the legislation imposing such tax, is an obligation of the Vendor.
- 1.73 **"Vendor"** means the company identified as such in the Articles of Agreement.
- 1.74 **"Vendor Intellectual Property"** means any Intellectual Property which (a) the Vendor has already created, developed or produced prior to the

GENERAL CONDITIONS OF THE CONTRACT
SCHEDULE A - DEFINITIONS

Snow and Ice Removal at Whitby Maintenance Facility
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Effective Date; (b) which the Vendor creates, develops or produces independently of this Contract and/or the performance of the Work; (c) which the Vendor licenses from a third party; (d) all documentation or source materials (including source code) related to any of the foregoing; and (e) all copies, translations, improvements, modifications, enhancements, adaptations, or derivations made to the Vendor Intellectual Property by the Vendor and/or any third party not performing work under this Contract; provided, however, that Vendor Intellectual Property does not include Custom Intellectual Property.

- 1.75 **"Vendor Personnel" or "Vendor's Personnel"** means (a) with respect to the Vendor, all of the Vendor's personnel, employees and independent contractors (including the Key Personnel and the Vendor's Representative) engaged in the performance of the Work; and (b) with respect to each Subvendor, all of that Subvendor's personnel, employees and independent contractors engaged in the performance of the Work.
- 1.76 **"Vendor Policies"** has the meaning ascribed to it in Schedule C - Insurance of General Conditions.
- 1.77 **"Vendor's Representative"** means the person identified by the Vendor, and Accepted by Metrolinx, as the Vendor's authorized representative pursuant to Section 2.8 of General Conditions of the Contract.
- 1.78 **"Work"** means all activities, services, goods, equipment, matters and things required to be done, including all of the work, labour, services, goods, equipment, if applicable, described in the Scope of Work and Drawings and is further described in Section 2.2(a) of General Conditions.
- 1.79 **"Working Day"** means seven (7) days per week, twenty-four (24) hours per day, including statutory holidays.

END OF SECTION

GENERAL CONDITIONS OF THE CONTRACT
SCHEDULE B – FINANCIAL TERMS

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1.0 Payment

- 1.1 Metrolinx will pay the Vendor for the Work performed by the Vendor pursuant to this Contract, in the amounts and manner, at the rates set out in the Articles of Agreement (the "Rates") and at the times, set forth in the Articles of Agreement and this Schedule B - Financial Terms.
- 1.2 The Vendor shall perform all of the Work notwithstanding that the value of the time spent by the Vendor in performance thereof may exceed the maximum amount payable to the Vendor pursuant to Section 3.0 of this Schedule B - Financial Terms.

2.0 Limitation of Expenditure

- 2.1 It is understood that the Contract is based on reimbursement for actual Work requested by Metrolinx and performed by the Vendor, to the satisfaction of Metrolinx.
- 2.2 Metrolinx does not guarantee any minimum or maximum of work.

3.0 Total Contract Price

- 3.1 Subject to Sections 8.1, 8.2 and Article 9 - Additional Resources of General Conditions of the Contract, Metrolinx and the Vendor acknowledge and agree that the Total Contract Price set out in the Articles of Agreement is the maximum amount payable in respect to the provision of the Work provided, however, that the foregoing is not an entitlement to, nor a guarantee that the Vendor will be paid the full amount of the Total Contract Price. The Total Contract Price includes all Cash Allowances identified in this Contract.

4.0 Rates for Work

- 4.1 The Vendor acknowledges and agrees that the Rates are inclusive of all labour and materials, insurance costs, disbursements and all other overhead including any fees or other charges required under Applicable Laws and noted in the Articles of Agreement. Without limiting the generality of the foregoing, the Rates include costs for the coordination, administration of the provision and management of the Work necessary to achieve compliance with external agencies and Governmental Authorities as required to obtain any Approvals, provided, however, that the specific costs associated with application and permit fees in respect of the Approvals shall be paid directly by Metrolinx.

GENERAL CONDITIONS OF THE CONTRACT
SCHEDULE B – FINANCIAL TERMS

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- 4.2 Metrolinx shall not reimburse the Vendor for any hospitality, food or incidental expenses incurred. Subject to the prior consent of Metrolinx, Metrolinx shall reimburse the Vendor for reasonable traveling expenses incurred in connection with the performance of the Work, such reimbursement to be made in accordance with the Government of Ontario's Travel, Meal, and Hospitality Expenses Directive.
- 4.3 As part of the Work, the Vendor shall also be responsible for obtaining and registering all of the Software licenses and long term support agreements, as and if applicable, on behalf of Metrolinx, and any costs incurred by the Vendor in connection thereto shall be included in the Rates set out in the Articles of Agreement.

5.0 Taxes

- 5.1 The Total Contract Price and all amounts payable under the Contract shall be inclusive of all Taxes (except for HST) in effect as at the date of this Contract. Unless otherwise expressly specified in this Contract or otherwise required by Applicable Law, the Vendor shall be responsible for remittance of any and all Taxes due and payable in respect of the Work.
- 5.2 Any amount to be levied against Metrolinx in respect of the HST or any similar successor tax levied under the Excise Tax Act and applicable to the Work, is to be shown separately on all invoices for Work performed by the Vendor. The Vendor shall remit any HST paid or due to the Canada Revenue Agency in accordance with Applicable Laws, and shall, at the request of Metrolinx, provide evidence of payment of same.
- 5.3 In the event that Metrolinx is entitled to a rebate under the Retail Sales Tax Act (Ontario) or the Excise Tax Act in whole or in part, for Value Added Taxes paid under this Contract, the Vendor shall show on each invoice, and in the manner directed by Metrolinx, either the actual Value Added Taxes paid by the Vendor by category or the portion of the Vendor's fees eligible under Applicable Law for the rebate.
- 5.4 Certain payments to non-resident corporations or individuals may be subject to withholding taxes, under the Income Tax Act. Non-residents can apply in advance to Revenue Canada, Taxation, for a waiver or reduction of the withholding tax requirement. Unless Metrolinx is provided with a copy of the written information as a result of the waiver application to the Tax Services Office of Canada Customs and Revenue Agency, taxes will be withheld as determined under the Income Tax Act. The Vendor shall be responsible for investigating whether they are subject to the withholding of taxes under the Income Tax Act and obtaining the necessary waiver or reduction as needed.

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SCHEDULE B – FINANCIAL TERMS

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6.0 Invoicing and Payment Process

- 6.1 Unless otherwise specified in the Articles of Agreement or in a Task Plan, the Vendor shall submit an invoice for payment for Work completed no less than ten (10) Business Days following the end of the month in respect of which the related Work were rendered. The invoice shall be in form and substance satisfactory to Metrolinx acting reasonably and shall set out with sufficient particularity the Work performed in the previous month and the total time spent by each category of Vendor Personnel multiplied by the applicable Rate.
- 6.2 The aggregate amount invoiced by the Vendor shall not exceed the Total Contract Price, unless such additional amount is agreed by the Parties pursuant to the change management process set out in Article 8 of General Conditions of the Contract.
- 6.3 Unless there is a Dispute with respect to the content of an invoice and subject to the other provisions of this Schedule B, Metrolinx shall make payment to the Vendor no later than thirty (30) Business Days following receipt of the invoice for payment from the Vendor, unless otherwise provided or permitted in the Contract. The Vendor shall accept any payments made by Metrolinx by way of Electronic Funds Transfer, and shall, if requested by Metrolinx, provide the account information required to complete an Electronic Funds Transfer.

7.0 Intentionally Omitted

8.0 Intentionally Omitted

9.0 Intentionally Omitted

10.0 Intentionally Omitted

11.0 Intentionally Omitted

12.0 Contract Security

- 12.1 Within five (5) Business Days of receipt of notice of acceptance of its Submission by Metrolinx the Vendor shall provide Metrolinx with a Performance Bond and a Labour and Material Payment Bond each equal to fifty percent (50%) of the "Year One Subtotal" referenced under Contract Prices, or a Letter of Credit, Bank Draft or Certified Cheque equal to twenty-five percent (25%) of the Total Contract Price or the "Year One Subtotal" referenced under Contract Prices ("Contract Security"), in favour of Metrolinx. All signatures and seals (if applicable) shall be original.

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SCHEDULE B – FINANCIAL TERMS

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- 12.2 The Letter of Credit, if used as Contract Security, shall be from a bank acceptable to Metrolinx and shall expressly state that it may be drawn on by Metrolinx at the bank's counter(s) in Toronto, Ontario, Canada upon the delivery of a certificate from the President and CEO of Metrolinx confirming that the Vendor has defaulted in the performance of its obligations under the Contract. No other documentary evidence is required to be provided by Metrolinx. The Letter of Credit shall state that Metrolinx is the named beneficiary and include the Contract name and number.
- 12.3 The Vendor shall maintain the Contract Security in good standing during the entire term of the Contract. The Contract Security shall remain in effect from the time of Contract Award until the expiry of all Option Years plus any Warranty period.

13.0 Liquidated Damages

- 13.1 The Liquidated Damages in this Section 2.3 constitute compensatory damages owed by the Vendor to Metrolinx for costs incurred by Metrolinx incidental to the Vendor's failure to perform the responsibilities outlined in the Scope of Work in a timely manner on any given Working Day during the Term of the Contract (the "Failure") and represent an estimate of the actual costs incurred by Metrolinx to provide or acquire a substitute solution as necessary to ensure the Work is completed to Metrolinx's satisfaction in lieu of the Vendor's performance from the date of the Failure until the Vendor resumes the Work (the "Substitute").
- 13.2 Metrolinx shall acquire or provide a Substitute if and only if a Failure has occurred. The Substitute shall be chosen by Metrolinx in its sole discretion.
- 13.3 Metrolinx shall at its own discretion, acting reasonably and in good faith, determine when there has been a Failure and when the Substitute is no longer required (together, the "Substitute Period").
- 13.4 The duration of the Substitute Period shall be measured by the number of Working Days in the Substitute Period, beginning at one (1) and increasing by one (1) for each additional day that is a Working Day on which the Substitute performs the Work (the "Substitute Period Duration").
- 13.5 The costs that will be incurred by Metrolinx to acquire or provide a Substitute (the "Liquidated Damages") are equal to the price of two (2) day's Work for every day included in the Substitute Period Duration and shall be calculated as follows:
- (i) $2 \times (\text{Price Per Day}) \times (\text{Substitute Period Duration})$

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SCHEDULE B – FINANCIAL TERMS

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- (ii) where “Price Per Day” = (Total Contract Price) / (180 x Term Per Annum)
 - (iii) where “Term Per Annum” = The number of years in the Term.
- 13.6 Liquidated Damages shall be treated as an amount owed by the Vendor to Metrolinx and will be set-off pursuant to Section 17.
- 13.7 The Vendor acknowledges and agrees that any amounts payable as Liquidated Damages pursuant to this Section 2.3 shall not be construed as a penalty imposed on the Vendor by Metrolinx, but as compensation to Metrolinx for damages sustained by Metrolinx as a consequence of the Vendor’s Failure, and furthermore that Liquidated Damages are not included in the damages identified in Section 13.2(a).
- 13.8 Metrolinx may elect in its sole discretion to treat the Vendor’s failure to perform the responsibilities outlined in the Scope of Work as a Failure pursuant to this Section 2.3 or as a breach justifying termination for cause pursuant to Section 14, and Metrolinx electing for the former does not preclude Metrolinx recourse to the latter if Metrolinx deems it necessary in the circumstances.

14.0 Payment Schedule and Advance Payment Security

14.1 Payment Schedule

- (a) Pursuant to Section 6.0, Invoicing and Payment Process, payment for the Work, by Metrolinx to the Vendor in Canadian dollars, shall be as follows for Year One and each subsequent Option Year (if exercised by Metrolinx):
 - (i) A payment of ten percent (10%), of the current Year Subtotal upon receipt of an invoice dated November 30th;
 - (ii) A payment of twenty percent (20%) of the current Year Subtotal upon receipt of an invoice dated December 31st;
 - (iii) A payment of twenty percent (20%) of the current Year Subtotal upon receipt of an invoice dated January 31st;
 - (iv) A payment of twenty percent (20%) of the current Year Subtotal upon receipt of an invoice dated February 28th or 29th if a Leap Year;
 - (v) A payment of twenty percent (20%) of the current Year Subtotal upon receipt of an invoice dated March 31st; and

**GENERAL CONDITIONS OF THE CONTRACT
SCHEDULE B – FINANCIAL TERMS**

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A payment of ten percent (10%) of the current Year Subtotal upon receipt of an invoice dated April 15th.

END OF SECTION

GENERAL CONDITIONS OF THE CONTRACT
SCHEDULE C – INSURANCE

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1.0 Vendor Insurance Requirements

1.1 The Vendor shall, at its own expense, obtain and maintain for the entire Term minimum insurance coverage as follows:

(a) Commercial General Liability

- (i) The policy shall provide a policy limit of not less than ten million dollars (\$10,000,000) per occurrence for all claims arising out of bodily injury (including death), personal injury, and damage to property of others. Such policy shall not contain any exclusion that conflict with the Work required to be performed under this Contract. The Vendor shall cause the interest of Metrolinx, and such other Person as Metrolinx may determine at its sole and absolute discretion, to be noted on the Vendor Policies hereof as “Additional Insured”. The policy shall contain a waiver of subrogation, cross liability and severability of interest.

(b) Automobile Liability Insurance

- (i) If required, the policy shall provide coverage for liability arising out of the use of owned, non-owned, leased or hired automobiles in connection with the performance of the Work. Coverage shall consist of a combined single limit of not less than five million dollars (\$5,000,000) per occurrence. Alternatively, for Work that do not require the use of owned, non-owned, leased or hired automobile, the Vendor shall provide a written confirmation within five (5) Business Days of contract award, stating same, in place of the insurance coverage.

- (c) Any other valid or collectible insurance available to Metrolinx shall not apply to any loss until the coverage and limits available under the insurance policies maintained by the Vendor in accordance with this Contract have been exhausted.

1.2 Additional Coverage

- (a) Without prejudice to any other provisions of this Contract (including Section 1.1 of this Schedule C - Insurance), the Vendor shall, at all relevant times and at its own expense, obtain and maintain, or cause to be obtained and maintained (during the Term plus thirty-six (36) months after termination or expiration of this Contract):
 - (i) those insurances that are reasonable for the performance of the type and scope of Work set out by this Contract (including, as applicable,

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SCHEDULE C – INSURANCE

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insurance as would typically be required by prudent designers or consultants); and/or

- (ii) those insurances that the Vendor is required to obtain and maintain, or cause to be obtained or maintained, by Applicable Law.

1.3 Requirements for Insurance

- (a) All of Vendor's policies of insurance, as required under this Contract (the "Vendor Policies"), shall be taken out with insurance companies licensed to transact business in the Province of Ontario with an AM Best rating of no less than A.
- (b) Any deductible or self-insured retention amounts are the responsibility of the Vendor. Notwithstanding the foregoing, such deductibles or self-insured retention must be consistent with standard commercial practice and acceptable to Metrolinx, acting reasonably.
- (c) All Vendor Policies shall be kept in full force and effect during the Term, including any requirements for the period following the Term.
- (d) In the event that the Vendor fails to obtain and/or maintain in full force and effect any such insurance as aforementioned, then Metrolinx shall have the right as the Vendor's true and lawful attorney to do all things necessary for this purpose. The Vendor shall be responsible, and shall reimburse Metrolinx, all amounts paid by Metrolinx for insurance premiums and any and all costs incurred by Metrolinx in connection with this Contract. Without limitation, any premiums due on any insurance policy under this Schedule C - Insurance, but not paid by the Vendor may be paid directly to the insurer(s) or broker(s) by Metrolinx, which shall be entitled to deduct the amount of same along with its reasonable costs in so doing from any monies otherwise due to the Vendor by Metrolinx either under this Contract or otherwise.
- (e) All Vendor Policies shall be endorsed to provide Metrolinx with not less than thirty (30) days' advance written notice of cancellation.
- (f) Irrespective of the insurance requirements above, the insolvency, bankruptcy, or failure of any such insurance company providing insurance for the Vendor, or the failure of any such insurance company to pay claims that occur will not be held to waive any of the provisions hereof.

GENERAL CONDITIONS OF THE CONTRACT
SCHEDULE C – INSURANCE

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1.4 Proof of Insurance

- (a) The Vendor shall, prior to the commencement of the Work and thereafter upon request, provide to Metrolinx original signed certificates of insurance for the Vendor Policies, confirming that the required coverage has been placed and maintained. In addition, at least fifteen (15) days prior to the expiry date or replacement of any policy, the Vendor shall provide original signed certificates evidencing renewals or replacements of such policy to Metrolinx, without notice or request by Metrolinx.
- (b) The Vendor shall, upon request, provide evidence to Metrolinx that the premiums associated with the Vendor Policies have been paid; however, receipt by Metrolinx of the above information will in no way constitute confirmation by Metrolinx that the insurance complies with the requirements of this Contract. Responsibility for ensuring that the insurance coverage outlined in this Contract is in place rests solely with the Vendor.
- (c) The Vendor also agrees to provide Metrolinx with proof of errors and omissions insurance maintained by any Subvendor, where such Subvendor is under a professional obligation to maintain the same, and with proof of such insurance to be provided to Metrolinx no later than the execution of this Contract by the Vendor and to be in a form and with an insurer acceptable to Metrolinx.

1.5 Vendor's Liability Preserved

- (a) The provisions of this Contract as they relate to insurance do not diminish, limit or otherwise affect the liability of the Vendor to Metrolinx under or in relation to any other provisions of this Contract.

1.6 Certificates of Insurance shall include:

- (a) A reference to the Project description and Contract number;
- (b) Additional insureds as follows:
 - (i) The Certificate of Commercial General Liability Insurance shall include the following as additional insureds:
 - (A) Metrolinx;
- (c) Confirmation the policy includes a waiver of subrogation against Metrolinx as required by General Conditions of the Contract.

GENERAL CONDITIONS OF THE CONTRACT
SCHEDULE C – INSURANCE

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- (d) A provision requiring the insurer to give Metrolinx thirty (30) calendar days prior written notice of any changes to, or cancellation of, the required insurance policies.

2.0 Workplace Safety & Insurance Board Protection

- 2.1 With respect to the WSIB coverage as required under the Workplace Safety and Insurance Act (Ontario), the Vendor unconditionally guarantees to Metrolinx full compliance with the conditions, regulations and laws relating to workplace safety insurance by itself and by all Subvendors.
- 2.2 Without restricting the indemnity obligations of the Vendor in Article 12 of the General Conditions, unless the Vendor is WSIB exempt, the Vendor shall produce, at the commencement of this Contract, from time to time as may be required by Metrolinx and prior to issuance of the Final Payment Certificate, a valid Workplace Safety and Insurance Clearance Certificate, issued by the WSIB, for the premium rate class, subclass or group appropriate to the Work.
- 2.3 If the Vendor is WSIB exempt, it shall provide evidence of Employer's Liability or equivalent, to the satisfaction of Metrolinx, in lieu of a Workplace Safety and Insurance Clearance Certificate.

END OF SECTION

GENERAL CONDITIONS OF THE CONTRACT
SCHEDULE D – DISPUTE RESOLUTION

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1.0 Bona fide efforts to resolve

- 1.1 The Parties shall at all times during the Term make bona fide efforts to resolve any and all Disputes arising between them by amicable negotiations and to have all Disputes resolved at the lowest level of management before engaging the dispute resolution processes described in the balance of this Schedule D - Dispute Resolution.

2.0 Continuance of the Work During Dispute

- 2.1 Unless expressly directed otherwise by Metrolinx, the Vendor shall not stop or delay the performance of the Work, in whole or in part, on account of a Dispute between the Vendor and Metrolinx or between the Vendor and any other Person. Without limiting the generality of the foregoing, at all times during the course of a Dispute, the Vendor shall:
- (a) continue with the Work in a diligent manner and without delay;
 - (b) conform to Metrolinx' decisions and directions; and
 - (c) be governed by all applicable provisions of this Contract.
- 2.2 The Parties acknowledge and agree that the Vendor's compliance with this Section 2.0 shall not operate to waive any claim or contention that the Vendor may have in relation to any Dispute.

3.0 Tiered-Dispute Resolution

- 3.1 The Parties agree that any Dispute which cannot be resolved to the satisfaction of both Parties by direct discussions between staff members of the Parties, may be referred for negotiation between senior management of both Parties by delivery from one Party to the other Party of notice in writing requesting dispute resolution, which notice shall set out the Dispute in reasonably sufficient detail (a "Dispute Notice").

4.0 Negotiation

- 4.1 In the event a Party issues a Dispute Notice to the other Party, the Vice President, GO Capital Infrastructure at Metrolinx (or if that position no longer exists at the time the Dispute Notice is issued, the person performing an equivalent function) and an authorized representative of the Vendor, of equivalent seniority and duly appointed to represent the Vendor in this regard, shall meet and make a good faith effort, on a without prejudice basis, to resolve the Dispute as set out in the Dispute Notice in a prompt manner and, for the purpose of same, each Party shall provide its representative with full and timely disclosure of all relevant facts information and documents as may be reasonably required or may be reasonably

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requested by the other Party, on a without prejudice basis, to facilitate such negotiation.

- 4.2 Negotiations under this Section 4.0 shall be commenced within ten (10) Business Days of delivery of a Dispute Notice and shall, unless otherwise agreed by the Parties, be concluded within fifteen (15) Business Days of their commencement. In the event that a resolution satisfactory to all Parties is achieved through such negotiations, the Parties shall issue a joint statement detailing the manner in which the Dispute has been resolved.

5.0 Mediation

- 5.1 If a Dispute has not been resolved through high-level negotiation as contemplated in Section 4.0, either Party may refer the Dispute to be resolved through mediation.
- 5.2 The Parties shall mutually agree to the appointment of the mediator within thirty (30) Business Days, or within such other time as the Parties may agree, of any Party issuing a supplementary Dispute Notice requesting mediation.
- 5.3 If the Parties cannot agree on the appointment of a mediator, the appointment of a mediator shall be determined by the Ontario Superior Court of Justice following an application by either Party.
- 5.4 The mediator shall be independent of and at arm's length to the Parties and shall be a person who by training and experience has the qualifications and the mediation skills to mediate a Dispute.
- 5.5 Unless the Parties otherwise agree, the mediation shall proceed in accordance with the following procedures:
- (a) Each Party shall prepare a summary of the issues in dispute, with the Party's position with respect to those issues. The summary shall be delivered to the mediator and the other Parties, at least seven (7) Business Days before the first mediation conference.
 - (b) The goal of the mediation is to reach an agreed upon settlement and, therefore, all individuals with the appropriate authority to agree to the settlement terms and conditions shall be present at the mediation.
 - (c) A Party may be represented at the mediation by counsel or another representative at the sole cost of such Party.
 - (d) The mediator, the Parties and their counsel or representatives shall keep confidential all matters relating to the mediation, except where disclosure of

GENERAL CONDITIONS OF THE CONTRACT
SCHEDULE D – DISPUTE RESOLUTION

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a settlement agreement is necessary to implement or enforce that agreement and except as otherwise required by Applicable Law.

(e) In all respects, the mediation is deemed to be a "without prejudice" proceeding.

5.6 The costs of the mediator shall be apportioned equally between the Parties unless otherwise agreed under any settlement reached under this Section 5.0.

5.7 If the Parties achieve a resolution of the Dispute, the mediator shall confirm the resolution in writing, which will be signed by the Parties. If the Parties do not resolve the Dispute, the mediator shall provide a written confirmation that the Parties were unable to resolve the Dispute.

5.8 Both Parties acknowledge and agree that they may not refer a Dispute for resolution by arbitration under Section 6.0 herein prior to attempting to resolve such Dispute through mediation pursuant to this Section 5.0.

6.0 Arbitration

6.1 Any Party may, within ten (10) Business Days of the delivery of the mediator's confirmation that the Parties were unable to resolve their Dispute, issue a supplementary Dispute Notice requesting arbitration. Subject to Applicable Law, if such a supplementary Dispute Notice is issued, the Parties shall proceed to arbitration in the manner described below.

6.2 If the Parties agree on the arbitrator, the Parties shall jointly appoint the arbitrator as soon as possible and in any event within ten (10) Business Days of the submission of a Dispute to arbitration under this Section 6.0. If the Parties are unable to agree on an arbitrator, each Party shall appoint an arbitrator, and the two arbitrators so chosen shall select a third arbitrator acceptable to both of them within ten (10) Business Days of their selection.

6.3 The arbitrator(s) shall be independent of and at arm's length to the Parties and shall be a person who by training and experience has the qualifications and arbitration skills to arbitrate a Dispute.

6.4 The arbitration shall be conducted in accordance with the provisions of the Arbitration Act, except to the extent they are modified by the express provisions of this Schedule D - Dispute Resolution or unless the Parties otherwise agree.

6.5 If the issue in dispute is particularly time sensitive, the Parties shall, in good faith, take such reasonable steps as may be required to expedite the arbitration process in order that an award may be rendered as soon as practicable by the arbitrator(s), given the nature of the Dispute.

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SCHEDULE D – DISPUTE RESOLUTION

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- 6.6 The arbitrator(s) has the jurisdiction to deal with all matters relating to a Dispute.
- 6.7 Unless otherwise agreed, the arbitration shall be conducted in the City of Toronto, Province of Ontario at the location determined from time to time by the arbitrators, but the arbitrators may meet in any other place the arbitrators considers necessary for consultation, to hear witnesses, experts or other parties, or for the inspection of documents, goods or other property.
- 6.8 In addition to the examination of the Parties by each other, the arbitrator(s) may examine, in the ordinary course, the Parties or either of them and the witnesses in the matter referred to the arbitrator(s), and the Parties and witnesses, if examined, shall be examined on oath or affirmation.
- 6.9 The language of the arbitration shall be English.
- 6.10 The arbitrator(s) shall, after full consideration of the issues in dispute, the relevant facts and Applicable Law, render a decision as soon as possible and, in any event, shall use all reasonable efforts to render a decision no later than thirty (30) Business Days after argument of the issue to the arbitrator(s), which decision shall be final and binding on the Parties and not subject to appeal or challenge, except such limited relief provided under Section 45(1) (appeal on a question of law, with leave) or Section 46 (setting aside award) of the Arbitration Act.
- 6.11 The costs of the arbitration are in the discretion of the arbitrator(s) who, in addition to any jurisdiction and authority under Applicable Law to award costs, has the jurisdiction and authority to make an order for costs on such basis as the arbitrator(s) consider appropriate in the circumstances. The submission to the arbitrator(s), and any award made in pursuance of it, may, at the instance of either of the Parties and without notice to the other of them, be made an Order of the Ontario Court (General Division), pursuant to the Arbitration Act and the Courts of Justice Act (Ontario).

END OF SECTION

**GENERAL CONDITIONS OF THE CONTRACT
SCHEDULE E – VENDOR PERSONNEL**

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1.0 Intentionally Omitted

END OF SECTION

SCOPE OF WORK

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The Scope of Work is comprised of those documents listed under “Scope of Work” in List of Contents.

LIST OF CONTENTS

The following documents hereby form part of and are appended to this Request Document as the Scope of Work:

ITEM #	DOCUMENT TITLE
1.	Definitions
2.	Detailed Scope of Work
3.	Material and Equipment Requirements
4.	General Instructions
5.	Quality Control
6.	Railway Safety Requirements
7.	Environmental Protection
8.	General Safety Requirements

SCOPE OF WORK: DEFINITIONS

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1.0 In this “Scope of Work” Document,

- 1.1 **“Clearing”** involves moving snow from the Place of Work to the Snow Stockpiling Areas through Plowing, Pushing or Shoveling as specified in the Drawings and Specifications. “Clear” has a corresponding meaning.
- 1.2 **“Direct Liquid Application (“DLA”)**” is the application of the salt brine directly to the pavement. The brine will be a concentration of 23.3% sodium chloride
- 1.3 **“Ice Management Areas”** are those areas upon which Ice Melting Products are to be applied, through truck, machine and/or hand applications, in accordance with the Drawings and Specifications.
- 1.4 **“Lead Hand”** means the Contractor’s representative, who must be able to communicate in English to relay discussions and requests from the Metrolinx supervisor or co-ordinator or railway flagperson to the Contractor and its employees.
- 1.5 **“On site”** means all required labourers, equipment and materials (salt or direct liquid application, DLA) of each crew assembled at the designated assigned Work Site (GO Station) ready to commence operations.
- 1.6 **“Plowing”** involves the Clearing of snow through the use of a plow or blade attached to truck vehicle. Plow has a corresponding meaning.
- 1.7 **“Pushing”** involves the Clearing of snow through the use of a plow attached to a vehicle or motorized piece of equipment which is not a truck vehicle, including a front-end loader. Push has a corresponding meaning.
- 1.8 **“Relocation”** involves relocating snow from the perimeter of the Snow Clearing Areas to another location on the Premises in accordance with the Drawings and Specifications or as directed by the Contract Administrator. Relocate has a corresponding meaning.
- 1.9 **“Removal”** involves relocating snow from the perimeter of the Snow Clearing Areas to a location outside the Premises in accordance with the Drawings and Specifications or as directed by the Contract Administrator. Remove has a corresponding meaning.
- 1.10 **“Shoveling”** involves the Clearing of snow through the use of hand tools, including shovels pushers, blowers and brooms. Shovel has a corresponding meaning.

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- 1.11 **“Snowfall”** commences when snow begins to accumulate upon the Premises and ends when the continuous accumulation upon the Premises ceases.
- 1.12 **“Snow Clearing Areas”** are described in the Drawings and Specifications and are those areas upon which snow clearing is to occur.
- 1.13 **“Snow Stockpiling Areas”** are those areas to be determined at the discretion of the Vendor where Cleared snow will be accumulated, subject to Relocation or Removal.

END OF SECTION

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1.0 Requirements

- 1.1 The snow and ice maintenance program requires service be provided seven days a week, twenty-four hours per day Monday through Sunday including statutory holidays. The snow and ice program includes the provision of emergent services throughout the Term of the Contract, between the period of November 15th and April 15th of each Year. Services falling outside of this period shall be paid for under Cash Allowance – Additional Snow and Ice Maintenance Services.
- 1.2 The defined level of service is bare surfaces, and is the objective to be reached as soon as reasonably possible, normally within two (2) hours and thirty (30) minutes from the commencement of the snow event. This level of service applies to all finished surfaces south of the snow removal delineation line on the provided map.
- 1.3 During an ongoing snow event, upon completion of snow clearing, if accumulation is less than 2.5 cm or 1 inch the contractor will be allowed to stand down but manage accumulation to ensure it remains below 2.5 cm or 1 inch. Ice shall not be permitted in site circulation areas
- 1.4 Perform plowing and salting of driveways, loading ramps, narrow laneways between canopy and storage tracks.
- 1.5 Perform hand shoveling and salting of Fuel Station islands 1-6 platforms.
- 1.6 Perform hand shoveling and salting of the areas around the “run around” track island, catwalks and platform
- 1.7 Perform hand shoveling and salting of sidewalks, walkways, man door entries/exits leading to/away from all buildings and around wayside power stations
- 1.8 Perform plowing and salting of service roadways leading to both the eastern and western regions of the facility
- 1.9 The Contractor shall maintain all affected areas in basically bare surface condition. This includes salting required to remove ice patches that might occur as a consequence of melting and freezing snow accumulations, freezing rain, etc.

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2.0 Minimum Maintenance Standards

- 2.1 It is absolutely critical that the Vendor be constantly aware of weather forecasts in order to be pro-active and be prepared to respond to snow removal and ice control demands.
- 2.2 Metrolinx representatives shall contact the Vendor to attend to any services covered within this Contract.
- 2.3 Removal of snow piles may be required at the discretion of Metrolinx as required.
- 2.4 Prior to seasonal operations of each Year (prior to November 1st), the Vendor Representative, accompanied by a senior person, shall meet with Metrolinx Representative(s) at a designated Metrolinx location to review the snow and ice management plan for each approaching season.
 - (a) This meeting is intended to make the Vendor aware of site specific conditions which must be considered when performing the Work, such as environmental and infrastructural elements at each location that must be reviewed in detail and protected.
 - (b) Where possible, snow piling areas will be assigned at this meeting.
 - (c) Contact information is to be made available to Metrolinx Representative(s) at this meeting.
 - (d) A designated site supervisor shall be named and provided by the Vendor that must be available 24 hours per day, seven days per week, throughout the term of the applicable Year.

3.0 Location(s) and Hours of Work

3.1 Location(s) of Work

- (a) The Work shall be carried out at the following location:

Location	Address	Days of Work
Whitby, ON	625 Victoria St. E.	Monday through Sunday, including statutory holidays.

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All finished surfaces within Rail Yard
All finished surfaces south of the snow removal delineation line as show on the drawing provided.

3.2 Hours of Work

- (a) All snow removal and ice control must be completed by 03:00 a.m. (our Facility is operated 24 hours and 7 days a week, therefore any reference to “business hours” will not apply to this Contract).

4.0 Vendor Equipment

- 4.1 Provide all material and equipment of specified design and quality, performing to published ratings and for which replacement parts are readily available.
- 4.2 Provide the necessary equipment and qualified personnel to be available and ready to commence operations at the assigned work sites. It is the contractors’ responsibility to ensure there is adequate equipment and personnel to perform the tasks outlined in this contract. It is the responsibility of the contractor to coordinate movements within the yard with the Yard Control Office (YCC) The contractor is responsible for all snow and ice maintenance Monday through Sunday, including statutory holidays.

5.0 Contractor’s Equipment Requirements

- 5.1 The Contractor shall maintain in force all appropriate operating licences as required by the Ministry of Transportation (M.T.O.) until completion of the Contract.
- 5.2 All dump trucks must bear a valid dump truck Periodic Commercial Motor Vehicle Inspections (P.M.C.V.I.) inspection sticker. All trailers must bear a valid annual M.T.O. inspection sticker.
- 5.3 All trucks are subject to inspection by M.T.O. Transport Division personnel at any time. There shall be braking on all wheels in addition to all other legal requirements.

6.0 Metrolinx’s Equipment

- 6.1 At the start of the season, Metrolinx will provide the Contractor with a two-way communication device. The Contractor is responsible to return in good working order at the end of the season.

7.0 Supervision, Co-ordination and Control

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- 7.1 In these Specifications, “Co-ordinator” means the Metrolinx site representative and/or a Metrolinx supervisor.
- 7.2 Prior to the commencement of each Work Season (**November 15th**), all crews must complete a “run through” of the work, travelling to each work site as specified in the Contract. The report location will be determined by the Metrolinx supervisor. This preparation exercise includes the review of the proper procedures, operations and techniques applicable to the Contract, all required certifications (CN Orientation certification, vehicle) must approved by the Metrolinx supervisor and the rail platform salt boxes are filled by the Contractor. In addition, during this exercise Metrolinx will review under which conditions and where the Contractor’s equipment may be used for snow and ice control. It is the contractor’s responsibility to provide adequate equipment and personnel to perform the service. Equipment will used used as directed by Metrolinx. The Metrolinx supervisor (and/or Co-ordinators), and the Contractor’s crew complete this exercise.
- 7.3 The Contractor shall have the availability to be contacted, 24 hours per day, competent and responsible representatives to supervise the operation at the request of the Co-ordinator. The employees of the Contractor shall be so available that the specified crews with equipment are able to be on site within two (2) hours after the first snow fall.
- 7.4 This person shall be one of the crew labourers and as such, shall perform duties the same as the rest of the crew.
- 7.5 As per General Conditions - Records, time keeping must be kept for each crew each time they are required to perform services..
 - (a) For all crews (labourers) and equipment the “Paid Time” time begins upon arrival, ready to start work, at a specified Metrolinx work site as identified in this Contract until work, as directed is completed at the last GO work site. No allowance is made for travel time to the first GO work site, or, after completing the work at the last GO work site or, for any equipment maintenance; or loading/unloading of salt between the Contractor’s storage facility and their dump trucks.

8.0 Application of De-icers

- 8.1 The Metrolinx supervisor or coordinator may require either rock salt or a Direct Liquid Application (application of salt brine directly to the pavement) made to finished surfaces between snow removal services or after the completion of snow removal services. The Contractor must be able to respond for the application of either product. Though the Direct Liquid Application may be requested by

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Metrolinx, the Contractor must use a Kubota mounted infrared thermometer calibrated for asphalt to ensure the asphalt temperature is negative seven (-7) degrees centigrade or greater.

9.0 Safety at Tracks

Before entering and start of Work at Railway Right-of-Way within Metrolinx facility, Contractors and all their employees/subcontractors shall: Undergo the CN/Metrolinx Contract Safety Orientation training, in addition to the Contractor's own safety Orientation:

www.contractororientation.com. Documentation of training must be provided to Metrolinx.

9.1 Working in or around tracks is potentially hazardous to both employees and Contractors. Lack of caution by the workers may result in injury from a passing train. Poor handling of tools/equipment, or leaving debris behind, may result in damage to train equipment and potential injury to people.

9.2 All railway tracks are to be considered live tracks. Trains are to be expected on any track, at any time, in either direction.

9.3 No employee/Contractor shall perform any task on the designated right- of-way without the express authority of a Metrolinx supervisor and without appropriate "protection".

9.4 Approaching Trains

(a) As soon as the headlight of an approaching train is observed, all work must stop, whether or not it is expected that the train will stop before work area.

(b) Employees/Contractors will then move to a location as far away from the track as is practical and look in the direction of the approaching train, being in the lookout for potential hazards on the train. Do not turn your back to the train.

(c) After the train has passed, be sure that other tracks are free of movement as well, before work resumes.

9.5 Crossing Track

(a) On occasion, it is necessary that employees/Contractors cross the track with tools and equipment, any tool or piece of equipment that has to cross a track or tracks that cannot be readily and easily moved by the employee, must be moved with "protection". See Section 6.4.

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- (b) If protection is not required, then the steps outlined under Designated Watchmen will apply.

9.6 Working Within Railway Right-of-Way

- (a) The Contractor shall plan and carry out its work in a manner that will not interfere with rail traffic or cause clearance restrictions.
- (b) The Contractor is to exercise caution at all times when performing work near the railway tracks or in the right-of-way, and must be alert to the approach of trains, engines, or cars from either direction at all times. It is the Contractor's responsibility to ensure that its employees fully understand and abide by all rail safety regulations and instructions provided by Metrolinx.
- (c) The Contractor shall have a responsible person on site at all times to whom Metrolinx can issue orders regarding work within the railway's right-of-way.
- (d) All communications with the railway shall be done through Metrolinx. The railway in its discretion may deal directly with the Contractor.
- (e) While working on Metrolinx sites and on any right-of-way, the Contractor's employees and agents are required to wear approved safety boots, hats and any other necessary devices, and have safety glasses in their possession.
- (f) The colours "red" and "green" shall not be used for safety helmets and safety vests on or adjacent to the right-of-way in order to avoid conflict with railway operational practice. Other highly visible colours such as yellow are acceptable.
- (g) The Contractor shall not be permitted to cross any railway tracks with equipment or personnel without proper track protection and authorization.
- (h) The Contractor shall not be permitted to store any equipment or materials on the railway right-of-way.
- (i) 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. The Contractor shall provide appropriate protection at designated crossing points to prevent damage to the rails by heavy equipment.

END OF SECTION

**SCOPE OF WORK:
MATERIAL AND EQUIPMENT REQUIREMENTS**

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1.0 Description of Work, Labour and Equipment

- 1.1 The Contractor shall be responsible for the supply and storing of adequate equipment to perform the work:
- 1.2 Equipment shall be in very good mechanical condition.
- 1.3 The Contractor shall replace or repair immediately any equipment that is defective or damaged.
- 1.4 The Contractor shall only use the rubber tired equipment.
- 1.5 All equipment to be equipped with flashing amber (yellow) light, back up beeper and unit numbers on sides and back.
- 1.6 Storage area for equipment on site will be provided by Metrolinx and will be outlined before start of contract term.

1.1 Labourers:

- (a) The Contractor must be prepared to provide relief staff, should the need arise to continue working past the required legal allowable continuous time for each labourer. Plus if continued extended time required due to severe storm conditions. (Must follow Ontario Labour Laws).
- (b) All work scheduling and the order in which the crews complete the Work, will be at Metrolinx's sole discretion.
- (c) The bid rate for this item shall include all costs of wages including the cost of payroll burden. All such cost of providing labourers as required by these
- (d) Specifications will be deemed to have been included in the unit price bid for this Section 4.0 Supervision, Co-ordination and Control.
- (e) Each Crew shall be required to transport and to operate each snow blower at work sites, as requested by the Co-ordinator.
- (f) All labourers must be fully trained and certified, by the Contractor, to operate all equipment used in this Contract. All labourers must receive instruction from the Metrolinx Supervisor or Co-ordinator and be competent prior to using any Metrolinx equipment. All equipment must be left in good working order.

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- (g) The labourers will be required, as requested by the Co-ordinator to remove snow and ice from pedestrian walkways, driveways, roadways, sidewalks, entrances/exits at doors & paths, loading ramps, narrow laneways between canopies and storage racks, accessible ramps and steps, platforms and fuel station islands (1-6 platforms), as indicated on the site plans.
- (h) Measurement and Payment for Labourers:
 - (i) Payment at the bid rate per hour for “Paid Time” hours shall be for actual working hours or fractions of hours accumulated at the end of each day and the total calculated to the nearest quarter hour. Metrolinx requires complete and accurate records for the period being invoiced, prior to processing any invoices.
 - (ii) In addition to “Paid Time” a standby cost will be paid on a daily basis as recorded in the Form of Tender.

1.2 Crew Cab Rental

- (a) The vehicles will be operated by one of the labourers provided by the Contractor under Section 5.1 “Labourers” and payment for the driver will be made at the bid rate per hour for “Labourers”.
- (b) The Contractor’s vehicle shall be used to move snow clearing machinery and materials to, and between work sites when required. The Contractor shall supply the specified trailer for this purpose. The Contractor shall supply the necessary hitches and wiring hook-up for the trailer lights and haul their trailer as required.
- (c) Measurement and Payment for Crew Cab:
 - (i) Payment for the vehicle shall be the bid rate per hour, for the hours required as “Paid Time” as directed by the Co-ordinator and such hourly rate shall be compensation in full for all costs incurred in the work including costs of supplying vehicle and maintenance. Hours accumulated at the end of each day, shall be calculated to the nearest quarter hour.

1.3 Equipment

- (a) It will be up to the Contractor to decide on the equipment necessary to perform the work.

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- (i) accumulated at the end of each day shall be calculated to the nearest quarter hour.

1.4 Crew Stand-By

- (a) The Contractor will have staff crews available to perform the work, as defined under Section 6, 24 hours per day, 7 days per week, through the period of the Contract.
- (b) Measurement and Payment for Crew Stand-By:
 - (i) Payment at the bid rate per crew, per day, shall be full compensation for all costs associated with maintaining standby crew in readiness and mobilization costs to the Work Sites.

1.5 Direct Liquid Application (DLA)

- (a) Direct Liquid Application is the application of the salt brine directly to the pavement. The brine will be a concentration of 23.3% rock salt. All salt brine will be provided and delivered by the Contractor and guaranteed to be available when needed. The brine is to be stored at the Contractor's site. The Contractor is responsible for the delivery to and between the work sites (GO stations).
 - (i) Metrolinx will determine when the Direct Liquid Application is required. It should be applied prior to the accumulation of frost, snow or ice, followed by plowing and/or spreading operations where weather and/or pavement conditions warrant. Once applied, it may be effective for a period of up to three days if not removed by weather. When required it must be applied to 100% of the surface area.
 - (ii) DLA material is to be applied at the rate of 2.28 to 3.5 litres per 100 square metres when snow or freezing rain is anticipated and at a rate of 1.71 to 2.28 litres per 100 square metre of platform when frost is anticipated.
 - (iii) The DLA for frost shall not be completed if any of the following criteria are expected.
 - (A) Pavement temperature is expected to remain above 2 degrees centigrade continuously for the next 72 hours;

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- (B) Pavement temperature is lower than -7 degrees centigrade during the application;
 - (C) Pavement temperature is expected to fall below -15 degrees centigrade at anytime within the next 24 hours;
 - (D) Non-freezing rain is forecast in the next 24 hours;
 - (E) Snow or ice has already accumulated on the pavement surface.
- (b) The DLA in anticipation of snow and/or freezing rain shall be completed as close to the beginning of the precipitation as possible to a maximum of eight (8) hours.
- (c) The DLA in anticipation of snow and/or freezing rain shall not be applied if:
 - (i) The pavement temperature is lower than -7 degrees centigrade or is expected to be below -7 degrees centigrade between the time of application and the start of precipitation;
 - (ii) Snow and/or ice has already accumulated on the pavement surface.
- (d) Payment for the Direct Liquid Application will be the bid unit cost per litre for each Work Site listed in Section 1 "Location"

1.6 Pre-Wet Salt

- (a) All salt, of road quality, will be provided and delivered by the Contractor and guaranteed to be available when needed. Salt is to be stored at Contractor's site. The Contractor is responsible for the delivery to and between Work Sites (Stations). Metrolinx will determine the quantities and usage of road salt, as required. Any unused salt at the end of outing will be credited from total taken at start.
- (b) All platform salt boxes must be filled by the Contractor at the beginning of each Contract Period.
- (c) Any excess accumulation or dumped salt is the responsibility of Contractor to clean up at their expense.
- (d) Metrolinx endorses the judicious, timely application of salt to achieve the required level of service and reduce the amount of salt effecting the environment.

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- (e) Measurement and Payment for Salt:
 - (i) Payment for the salt will be the bid unit cost per ton, for Coarse Rock (Road) salt, for the actual amount of salt used to complete the work of this Contract, under Article 1 "Location". The amount of salt used will not include any salt leftover in the Contractor's vehicle when the work is completed. Metrolinx requires complete and accurate records for the amount of salt being invoiced, prior to processing any invoices. Salt usage must be recorded on Form #0321 entitled "Material Report" as provided in Appendix "D", for each call out and each truck used.
 - (ii) Metrolinx requires the Contractor to have registered their intent to become Smart About Salt Certified Contracting Company and to submit a copy of the completed document in their Tender Package. Registration may be completed on the Smart About Salt website www.smartaboutsalt.com. In addition, for the duration of the Contract, the Contractor shall provide Metrolinx with documentation prior to option year renewal (June 15th) for verification they have a continued designation. Failure by the Contractor to maintain Smart About Salt Certification may result in Metrolinx not considering the Contractor for Option Year Renewals.

END OF SECTION

SCOPE OF WORK GENERAL INSTRUCTIONS

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1.0 Documents Required

- 1.1 Maintain at the Place of Work, one (1) copy of following:
- (a) Contract Document;
 - (b) Amendments to Contract/Change Orders;
 - (c) other modifications to Contract;
 - (d) Vendor's Occupational Health and Safety Policy, the program to implement the Occupational Health and Safety Policy and the site safety plan;
 - (e) any other documentation required to be posted as per the OHSA and any subsequent regulations; and
 - (f) any other documentation required to carry out the Work.

2.0 Work Schedule

- 2.1 Interim reviews of Work progress based on the schedule submitted by Vendor will be conducted. Update Vendor's schedule and cash flow chart when requested by Metrolinx.

3.0 Subvendors and Suppliers

- 3.1 The Vendor shall submit within five (5) Working Days of execution of the Contract a complete list of Subvendors and Suppliers that shall include the names of all Subvendors and Suppliers that will be employed to perform or supply the following Divisions or Sections of the Work:
- 3.2 The Vendor shall not change the identified Subvendors or Suppliers listed without written consent of Metrolinx.

4.0 Vendor's Use of Site

- 4.1 Perform Work, and schedule deliveries, in a manner that will interfere as little as possible with Metrolinx's operations.

5.0 Codes and Standards

- 5.1 Perform Work in accordance with applicable acts administered by other authorities having jurisdiction.
- 5.2 Work to meet or exceed requirements of specified standards, codes and referenced documents.

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- 5.3 Codes, specification standards, manuals and installation, application and maintenance instructions, referred to in the Contract shall be of latest published editions at date of Closing.

6.0 Project Meetings

- 6.1 Hold project meetings at times and locations approved by Metrolinx.
- 6.2 Designated parties shall take required action on decisions made at meeting. Metrolinx will record minutes of meetings and distribute to parties prior to next meeting.

7.0 Final Cleaning

- 7.1 Products
 - (a) Use only cleaning materials recommended by manufacturer of surface to be cleaned, and as recommended by cleaning material manufacturer.
- 7.2 Cleaning
 - (a) Ensure that the Place of Work is kept clean and tidy at all times throughout the term of the Contract. Remove all rubbish and debris promptly as it accumulates. Ensure that all sub-trades conform similarly.
 - (b) Promptly remove from the Place of Work and dispose of surplus materials.
 - (c) Do not accumulate scrap piles at any time. Fires will not be permitted at the Place of Work.
 - (d) Remove dust and soil from all surfaces affected by Work by vacuuming, damp mopping, washing or scrubbing, as required.

8.0 Date-Related Compliance

- 8.1 All materials, equipment, systems and components thereof used in connection with the provision of the Work, individually or in combination as the case may be, shall accurately and automatically process any and all date and date-related data including, but not limited to calculating, comparing and sequencing when used in accordance with the documentation provided by the Vendor.
- 8.2 Metrolinx may, at no additional cost to itself, require the Vendor to demonstrate date-related compliance as specified in Section 8.1 above and/or compliance techniques and test procedures the Vendor followed in order to comply with these requirements.

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END OF SECTION

**SCOPE OF WORK
QUALITY CONTROL**

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1.0 Inspection

- 1.1 The materials furnished by the Vendor shall be inspected by Metrolinx at the time of delivery and at such other times as Metrolinx may elect.
- 1.2 Metrolinx shall have access to the work. If parts of the work are in preparation at locations other than the Place of the Work, access shall be given to such work whenever it is in progress.
- 1.3 Metrolinx may order any part of the work to be examined to ensure compliance with the Contract. If, upon examination such work is found not in accordance with the Contract, correct such work and pay the cost of examination and correction.

2.0 Intentionally Omitted

3.0 Intentionally Omitted

4.0 Rejected Work

- 4.1 If, in the opinion of Metrolinx, it is not expedient to correct defective work, or work not performed in accordance with the Contract, Metrolinx may deduct from the Total Contract Price the difference in value between the work performed and that called for by the Contract, the amount of which shall be determined by Metrolinx.

5.0 Intentionally Omitted

END OF SECTION

SCOPE OF WORK

RAILWAY SAFETY REQUIREMENTS

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1.0 Railway Safety, Orientation and Permits

- 1.1 The Contractor shall ensure that all persons employed or hired by the Contractor who are granted access to **CN, CPR or Metrolinx** right-of-way are trained and current in one of the following railway safety training courses:
 - (a) GO-Safe Railway Orientation (available at www.gotransitcontractor.com) or Metrolinx approved Canadian Railway Operating Rules and GO Transit Track worker Safety Instructions; and
 - (b) Any other railway safety training as applicable to the Owner's property.
- 1.2 The Contractor shall maintain an up-to-date list of all such trained employees on site and ensure all such trained employees wear the sticker, issued upon successful completion of the course on a readily visible location on their hardhats, or carry the wallet card issued upon successful completion of the course, at all times when within the railway right-of-way. Authority to commence construction will only be given when this requirement has been fulfilled.
- 1.3 The Contractor shall ensure that appropriate railway entry/access permits are completed and on site prior to starting Work in the railway corridor.

2.0 Alcohol and Drug Abuse Prevention

- 2.1 The following rules shall apply to all persons while at the Place of Work and/or on the Owner's property while carrying out all aspects of the Work:
 - (a) The use, possession, distribution and/or sale of illegal drugs or drug paraphernalia is prohibited;
 - (b) The use, possession, distribution and/or sale of any form of alcohol, including alcoholic beverages;
 - (c) Workers must know and understand the possible effects of drugs, medication or mood altering agents, including those prescribed by a doctor, which will adversely affect, in any way and to any extent, their ability to work safely;
 - (d) Individuals shall ensure that prescribed or over-the-counter medications are used responsibly and in accordance with the applicable instructions. Persons taking prescription drugs shall advise their supervisor if there is potential for performance to be negatively affected;
 - (e) No distribution, offering or sale of prescription medications is permitted; and

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RAILWAY SAFETY REQUIREMENTS**

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- (f) Individuals must report for duty, free of the negative effects of alcohol and other drugs, including the effects of such use, and remain so during the entire period of duty.
- 2.2 Where a worker is suspected of being intoxicated, the following procedures must be followed:
 - (a) The worker will be escorted to a safe location away from the work area, and asked to remain there pending further action;
 - (b) The worker's supervision, worker health and safety representative (if applicable), union steward (if applicable) and the designated Owner Contract representative will be requested to attend;
 - (c) The group present will determine an appropriate course of action and a means of transport to a suitable safe location;
 - (d) Where there are differences of opinion with respect to the worker's fitness for duty, the dispute will be resolved with a view to ensuring safety, and the worker will be transported home, or required to remain in a safe location until this can be arranged; and
 - (e) The local police may be called if the worker was operating any motorized vehicle requiring a valid driver's license.
- 2.3 The Owner will maintain a position of zero tolerance to any violations of these rules. At the sole discretion of the Owner, rule contraventions may result in:
 - (a) Verbal and written reporting to the person's supervisor/employer;
 - (b) Issuance of a written warning, and recording of same;
 - (c) Reporting to the appropriate police department for investigation and subject to criminal prosecution;
 - (d) An order to leave the project site temporarily or permanently; or
 - (e) Remedies as may be specified in the Contract Documents.

3.0

- 3.1 The colour red shall not be used for safety vests or survey markers on railway right-of-way in order to avoid conflict with Railway Operational Practice. Other highly visible colours such as orange are acceptable provided they comply with the CSA Class 2 requirements for outer garments Dark coloured outer wear with

SCOPE OF WORK RAILWAY SAFETY REQUIREMENTS

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high visibility striping is not acceptable for use within Metrolinx railway corridors.

- 3.2 At no time shall idling equipment be left unattended by the operator.
- 3.3 The Contractor shall ensure that both rails of the same track are never connected with any conductor of electricity such as steel measuring tapes or metal traction equipment.
- 3.4 All accidents/incidents that have the potential to impact worker safety, the safe operation of trains, or damage to railway property must be reported immediately to the Metrolinx Supervisor. The appropriate railway authority and the GO Transit Control Center shall be advised immediately of any violations of the Canadian Railway Operating Rules.

4.0 Protection of Infrastructure

- 4.1 Ensure protection of the rails, ties and ballast from falling materials (i.e. trees, rocks, debris, etc.) by use of timber mats or equivalent material. Prevent excavated material from contaminating ballast and sub-ballast.
- 4.2 The Contractor shall restore any track structure that is disturbed during construction activities as follows:
 - (a) the track shall be mechanically lined, tamped, surfaced, compacted and stabilized with the appropriate equipment to ensure that the track structure is safe for train traffic at a minimum speed of 30 mph prior to the end of the closure;
 - (b) after the required tonnage has travelled over the affected area, the track shall be in such a state so as to allow for the authorized track speed as per GO Track Standards.

5.0 Restrictions on Construction Operations

In order to ensure the continued safe movement of rail traffic, certain restrictions shall be imposed on the construction operations. Without in any way limiting the generality of the foregoing statement, the following are some of the limitations or restrictions that shall be imposed.

- 5.1 The Contractor shall acknowledge that the Works within the Rail Corridor will be carried out on or adjacent to operating railway tracks and that the productive hours of work are affected by the passage of trains and associated stoppages of work are required to ensure railway safety. The safe uninterrupted passage of trains shall take priority over the construction of the Works.

SCOPE OF WORK

RAILWAY SAFETY REQUIREMENTS

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- 5.2 The Contractor shall comply fully with Metrolinx in planning, scheduling and control of the work within the Rail Corridor.
- 5.3 The Contractor shall acknowledge and agree to provide continued safe movement of rail traffic by following the restrictions that shall be imposed on the construction operations including the following limitations or restrictions included in the GO Track Standards.
- 5.4 All workers and equipment within ten (10) meters or thirty (30) feet from the nearest rail must stop working on the approach of a train and remain stopped until the train has passed.
- 5.5 Do not work closer than four (4) meters or thirteen (13) feet from the nearest main line rail without the prior consent of Metrolinx and only during such times as there is track protection provided by the Railway.
- 5.6 The Contractor shall secure all scaffolding, formwork and other protective coverings to be used on the project in such a manner that they will not come loose by the movement of passing trains.
- 5.7 Prior to undertaking any work, the Contractor shall delineate the work outside of the Rail Corridor from work within the Rail Corridor with construction fences. The Contractor shall coordinate the exact location and placement of the fencing with Metrolinx.
- 5.8 In the event of an incident that may impact rail operations, the Contractor shall notify the flag person immediately for an assessment and action.

6.0 Crossing Tracks

- 6.1 Do not cross tracks of the Railway Company with scrapers, bulldozers, trucks, barrows or other mechanical equipment at grade nor place crossing planks except by authority of Metrolinx, at locations designated by him.
- 6.2 The Contractor shall not cross the track with any equipment or vehicles without prior approval from Metrolinx. If the Contractor's schedule of operations requires construction equipment to cross the track, the Contractor shall make a request to Metrolinx for a Temporary Construction Crossing.
- 6.3 Each rail of the track shall be protected by use of rubber mats or tires, before any crawler mounted equipment is allowed to cross the track affected.
- 6.4 Construction equipment shall not cross the track except at an approved Construction Crossing designated by the Metrolinx. Crossings shall only be used by equipment when flagging protection has been provided. Refer to RC-0506-02

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RAILWAY SAFETY REQUIREMENTS

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TRK GO Transit Track Standards, Section 13.6 Construction/Temporary Crossings.

- 6.5 If necessary, the Contractor shall be responsible for constructing and maintaining the crossing, the manually operated rising barriers and the approaches to the crossing to a standard acceptable to GO Transit Track Standards. Refer to RC-0506-02 TRK GO Transit Track Standards, Section 13.6 Construction/Temporary Crossings
- 6.6 The Contractor shall install the temporary manually operated rising barriers, approved by Metrolinx, to prevent use of the crossings by unauthorized personnel and keep gates locked when crossings are not in use. Metrolinx reserves the right to open the locks and use the gates at any time in order to access Metrolinx Lands.
- 6.7 Upon completion of all construction requiring use of the temporary crossings, the Contractor shall remove the crossing planking, the manually operated rising barriers, and the approaches and restore the track ballast section in accordance with the GO Transit Track Standards.

7.0 Site Material Storage

- 7.1 Due to the area of the work and the possibility of vandalism, all materials must be physically removed from the site or placed in secure bins or areas on a daily basis. No loose material will be allowed on site.
- 7.2 The Contractor shall be held accountable for all damages to Owner operations or property, railway operations or property, and all persons or their property, that is found to be a result of improper materials storage practices by the Contractor or their Subcontractors.
- 7.3 The Contractor shall not store materials or equipment on the Rail Corridor. The Rail Corridor must remain clear for railway use at all times. Equipment shall not be positioned to block the railway access road, track area or any part of the Rail Corridor without prior Metrolinx approval.

END OF SECTION

SCOPE OF WORK ENVIRONMENTAL PROTECTION

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1.0 Fires

- 1.1 Fire and burnings of rubbish at the Place of Work will not be permitted.

2.0 Disposal of Wastes

- 2.1 Do not bury rubbish and waste materials at the Place of Work.
- 2.2 Do not dispose of waste or volatile materials, such as mineral spirits, oil or paint thinner into waterways, storm or sanitary sewers.
- 2.3 Except as indicated otherwise, surplus materials shall become the property of the Vendor and shall be removed from the premises promptly as they become surplus, at the cost of the Vendor.

3.0 Drainage

- 3.1 Where applicable, do not pump water containing suspended materials into waterways, sewer or drainage systems.
- 3.2 If Section 3.1 herein is applicable, provide pumping units of sufficient number to comply with the above requirements and keep a minimum of one (1) unit in operating condition as a spare at the Place of Work.

4.0 Pollution Control

- 4.1 Operations generating smoke, fumes, gases, dusts, vapours and odours shall be exhausted at source to the outdoor atmosphere or utilize smoke extraction devices in a manner approved by Metrolinx.
- 4.2 Take precautions necessary to keep dust, smoke, fumes, dirt and vibration to an acceptable level as determined by Metrolinx.
- 4.3 Prevent extraneous materials from contaminating the environment immediately to and beyond the application area, by providing temporary enclosures or other appropriate preventative measures.
- 4.4 Spill containment devices and spill kits shall be required at the Place of Work where there is the potential for any hazardous products to accumulate or enter the environment.

5.0 Noise

- 5.1 Prevent excessive noise which will be disturbing to the occupant of building. Machine tools which are set up in fixed locations shall be so located to minimize noise and suitable sound deflectors shall be used if directed by Metrolinx.

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5.2 Use air compressors and pneumatic hammers only with the expressed authorization of Metrolinx.

5.3 The Vendor shall take all measures reasonably necessary to protect workers from hazardous sound levels in compliance with the OHSO O.Reg 318/15:Noise

6.0 Spills

6.1 The Vendor shall provide Metrolinx with a written program for spills response and reporting. Copies of training records shall also be provided.

6.2 All spills shall immediately be reported to the GO Transit Communications Center, (416) 601-2174, or as directed by Metrolinx.

7.0 Dust Control

7.1 The Vendor shall take any and all steps necessary to prevent a dust nuisance from occurring as a result of performance of the Work. This may include the need for additional exhausting methods and air quality monitoring as determined by Metrolinx.

END OF SECTION

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1.0 Construction Safety Measures

- 1.1 For the purposes of the Contract, the term “Constructor”, as defined in Ontario’s *Occupational Health and Safety Act* (OHSA), shall mean the entity that shall be responsible for ensuring that the provisions of the statutes, regulations and by-laws pertaining to the safe performance of the Work are to be observed. The “Constructor” shall submit the Notice of Project to the Ministry of Labour, if required by the Work as defined by the Construction Projects Regulation. The Contractor shall be listed as the Constructor and Metrolinx listed as the Owner.
- 1.2 The Contractor’s Site Supervisor shall be defined as and perform all the functions of the “Supervisor” of the “Constructor” for the “Project”, where these terms have the same meanings as defined in Section 1 of the OHSA. The "Supervisor" shall also be deemed to be the "Supervisor" designated by the "Owner" should the Owner also fit the definition of a "Constructor" under OHSA. The supervisor shall not be changed except for valid reason.
- 1.3 The Contractor’s Site Supervisor shall be present at the Place of Work during the performance of the Work. In the case of the Contractor’s Site Supervisor’s absence, the Contractor will name another person, in writing to the Consultant, who is competent to assume these responsibilities as the Contractor’s Site Supervisor.

2.0 Project Responsibilities

- 2.1 The Contractor and the Contractor’s representative shall ensure that:
 - 2.1.1 All measures and procedures prescribed by the most recent version of the following documents are carried out at the Place of Work;
 - (a) The *Occupational Health and Safety Act* and applicable Regulations made thereunder;
 - (b) The *Rail Safety Act* and applicable Regulations made thereunder;
 - (c) The *Environmental Protection Act* and applicable Regulations made thereunder;
 - (d) The *Smoke-Free Ontario Act* and Regulation;
 - (e) Metrolinx’s Construction Safety Management Program (CSMP);
and

SCOPE OF WORK GENERAL SAFETY REQUIREMENTS

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(f) Any other legislation, regulations and standards as applicable.

- 2.2 The Contractor shall ensure that every employer and every worker performing work at the Place of Work shall comply with all measures and procedures prescribed by the latest versions of the following Acts, Regulations and Metrolinx documents referred to in Section 2.1 above.
- 2.3 The Contractor shall ensure that the health and safety of workers and the general public are protected in relation to the work performed on site. The Contractor shall comply with, or cause to be complied, all occupational health and safety legislation, including every employer and every worker performing Work at the Place of Work, who shall demonstrate a willingness to participate in occupational health and safety program(s).

3.0 Deliverables

- 3.1 The Contractor shall, within five (5) Working Days of the date of final execution of the Agreement Between Owner and Contractor, submit the following to the Owner for its review:
 - 3.1.1 A copy of the Contractor's Occupational Health and Safety Policy and Program, which shall comply with all applicable legislation; and
 - 3.1.2 A copy of the Contractor's Site Specific Safety Plan that includes site-specific hazard and risk assessment plans that will effectively prevent and control incidents and/or accidents.
- 3.2 Work shall not commence at Place of Work until the Owner has received the above referenced documents. The Contractor shall not be entitled to claim for any extension to the Contract Time or the Contract Price as a result of the Contractor's failure to submit an Occupational Health and Safety and/or program and Site Specific Safety Plan that are acceptable to the Owner.
- 3.3 The Contractor shall, within five (5) Working Days of the date of final execution of the Agreement Between Owner and Contractor, deliver to the Owner copies of all training records for Occupational Health and Safety related courses taken by a "competent person" as defined by the *Occupational Health and Safety Act*, and designated as the Contractor's Site Supervisor as per OHS Act Section 25(2)(c). Relevant course subjects may, without limitation, include or be similar to the following:
 - 3.3.1 Certified Joint Health and Safety Committee Member Training;
 - 3.3.2 Basics of Supervising;

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- 3.3.3 Construction Health and Safety Representative;
- 3.3.4 Occupational Health and Safety legislation;
- 3.3.5 Due Diligence;
- 3.3.6 Accident Investigation and Reporting; and
- 3.3.7 Any other courses that relate directly to the *Occupational Health and Safety Act*.
- 3.4 The Contractor shall deliver to the Consultant as required:
 - 3.4.1 A copy of all weekly inspection reports made by the Contractor in compliance with the Constructor's responsibility under O.Reg.213/91, the Construction Projects Regulation.
 - 3.4.2 A copy of all safety information pertaining to the Contract made and furnished by the Contractor's own "Safety Officer" or outside consultants/advisers engaged for the purpose of inspecting the workplace for occupational health and safety.
 - 3.4.3 A copy of the Contractor's Emergency and Evacuation Plans for review by the Owner.
 - 3.4.4 A copy of Access / Traffic Control Plans for review by the Owner.
 - 3.4.5 A copy of the Contractor's risk assessment documents.
 - 3.4.6 Where requested, copies of all injury and accident reports for occurrences on site. This shall include copies of all remedial measures taken to prevent recurrence.
 - 3.4.7 Copies of all weekly safety talks shall be maintained on file for review by the Owner upon request.
 - 3.4.8 Statistical information for the purpose of determining injury frequency and severity rates (hours worked, first-aid injuries, medical aid/reportable injuries, lost time injuries, restricted workday injuries, incident/accident and significant occurrence data), in a timely manner on a monthly basis or as required by the Owner.
 - 3.4.9 The immediate reporting to CMO of all instances that are defined in the *Occupational Health and Safety Act* as "Notices of Injuries" and "Occurrences" under Sections 51, 52 and 53 and any other incidents as prescribed by applicable Metrolinx Construction Safety documents.

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3.4.10 The Owner reserves the right to require additional or amended deliverables pertaining to safety during the duration of the Work at no additional cost to the Owner.

4.0 Due Diligence

- 4.1 The Contractor acknowledges that it has read and understands the measures and procedures relating to occupational health and safety as prescribed in Article 2 above. The Contractor acknowledges and understands its duties as therein set out and hereby expressly undertakes and agrees to comply with all such requirements and standards in their entirety and at the Contractor's expense.
- 4.2 The Contractor further agrees to fully cooperate with all health and safety requirements, rules, regulations, standards and criteria set out in the Contract Documents, which agreement is in furtherance of the Contractor's duties and responsibilities under occupational health and safety legislation.
- 4.3 The Contractor agrees that if, in the opinion of the Owner, the health and safety of a person or persons is endangered or the effective operation of the system put in place to ensure the health and safety of workers on the Place of Work is not being implemented, the Owner may take such action as it deems necessary and appropriate in the circumstances, including, without limitation, the following:
 - 4.3.1 Require the Contractor to correct the condition forthwith at no expense to the Owner;
 - 4.3.2 Require that the Place of Work be shut down in whole or in part until such time as the condition has been corrected. The Owner will not reimburse the Contractor for any costs caused by such a delay nor will the Owner extend the time to complete the Work of the Contract because of such a delay;
 - 4.3.3 Correct the problem and deduct the cost thereof from any payment then or thereafter due the Contractor; and/or
 - 4.3.4 Terminate the Contract in whole or in part.

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5.0 Joint Health and Safety Committee and/or Representative

Intentionally omitted

6.0 Vehicle Traffic Protection

- 6.1 Provide qualified signal persons to protect vehicular and pedestrian traffic during the operations, at any time when workers or equipment could endanger such traffic, all to the complete satisfaction of the Consultant and any other authority having jurisdiction at this location.
- 6.2 Accept responsibility for any damage to vehicles and damage and injury to pedestrians or occupants of vehicles resulting from the operations or the operating of equipment by others. Provide adequate protection to the satisfaction of the Consultant.
- 6.3 Wherever the Place of Work is intersected by public or private roads, provide convenient openings to pass and maintain all crossings in a condition so they can be used safely and without any just grounds for complaint during the progress of the work; all to the satisfaction of the Consultant and respective Road Authority.
- 6.4 Shall submit any permits as requested by the Consultant or Road Authority.

7.0 Intentionally omitted

8.0 Workplace Hazardous Materials Information System (WHMIS)

- 8.1 Be familiar with and comply to WHMIS Regulations:
- 8.2 Properly label controlled products.
- 8.3 Provide proper warning labels and training at the Place of Work.
- 8.4 Prior to delivery of products to the Place of Work, provide copies of the material safety data sheets (MSDS) for any controlled products.
- 8.5 Be responsible for all applicable requirements of the regulations.
- 8.6 Before commencing any work at the Place of Work, attend a meeting in a location to be determined by Metrolinx and provide a proposal as to how hazardous materials will be stored and dispensed at the Place of Work. Also, present a proposal as to how hazardous and contaminated materials will be removed from the Place of Work. The disposal of hazardous materials shall comply with all legislative and municipal requirements.

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- 8.7 Provide a list and proper handling procedures for all hazardous materials.

9.0 Working at Heights

- 9.1 The Contractor shall comply with the following instructions for scaffold installations:

9.1.1 Obtain authorization from the Owner before erecting scaffolds on existing Owner's structures or new structures under construction.

9.1.2 Scaffolds must be positioned so that minimum clearance for road or other traffic including operating construction equipment is always provided.

- 9.2 All horizontal lifelines used for fall protection shall be designed and installed in accordance with the following CSA Standards:

9.2.1 CAN/CSA Z259.13-04 Flexible horizontal lifeline systems

9.2.2 CAN/CSA Z259.16-04 Design of active fall protection systems

- 9.3 The Contractor shall comply with the following instructions for fall protection system installations:

9.3.1 Obtain written authorization from the Owner before suspending, attaching or erecting fall protection devices on existing Owner structures or new Owner structures under construction.

9.3.2 Components attached to structures must be placed on neoprene pads to prevent damage to the structures as directed by the Owner.

9.3.3 Fall protection systems shall be positioned so that minimum clearance for road and other traffic including operating construction equipment is always provided.

9.4 Rescue Equipment and Training

- 9.4.1 Before considering the Fire Department (911) as a primary means for rescuing an employee, the Contractor shall:

(a) Ensure a complete risk assessment of the fall protection system, or confined space, has been carried out by a competent person; and

(b) Ensure the risk assessment and rescue plan have been reviewed and signed off by the appropriate municipal authority indicating they have:

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- (i) An appropriate response time; and
 - (ii) The necessary rescue equipment; and
 - (iii) The specialized rescue training required.
- (c) Ensure all documentation has been submitted to the Owner, System Safety, for final review and approval prior to project start-up.

9.4.2 If it has been determined that the Fire Department (911) cannot adequately respond to the emergency, and specialty rescue equipment and/or training is required, the Contractor shall ensure that:

- (a) Specific rescue equipment for Confined Space Rescue or Fall Protection Rescue is on site as required and in readiness at all times; and
- (b) A sufficient number of employees are fully qualified as “rescuers” and are on site in order to carry out an efficient and effective rescue of a co-worker.

10.0 Metrolinx Construction Safety – Project Owner Stream

- 10.1 The Owner will issue an appropriate number of copies of its Construction Safety Management Program (CSMP) to the Contractor at the pre-construction meeting.
- 10.2 Contractors are responsible for familiarizing themselves and their employees with the contents of this manual, Project Owner Stream.
- 10.3 Contractors shall distribute copies of the CSMP to their subcontractors and shall ensure that they, and their employees, are familiar with its content.
- 10.4 The requirements of the CSMP shall apply to the Work and the Place of the Work.

11.0 Site Safety Personnel

- 11.1 In the event the Owner deems it necessary, because of the Work and/or Safety Performance, the Contractor shall assign to the Place of Work a full time “Safety Officer” to assist the Contractor’s representative in the discharging of safety responsibility on site, at no additional costs.

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- 11.2 The Contractor shall ensure that the Safety Officer has the training, experience and credentials to ensure compliance to the *Occupational Health and Safety Act* at the Place of Work.

12.0 Site Security

- 12.1 The Contractor shall ensure all personnel employed at the Place of Work, whether its own employees or a subcontractor's, wear an identification badge. At Owner locations where access is restricted the Owner shall supply the identification badges. At all other locations it shall be the Contractor's responsibility to provide the identification badges.
- 12.2 The Contractor shall maintain a daily site log of all persons granted access to the "Place of Work" under the control and custody of the Contractor.
- 12.3 The Contractor shall ensure that all required documentation is available upon request by the Consultant.
- 12.4 The Contractor shall not allow "Unauthorized" persons to access the "Place of Work".

13.0 Site Requirements

- 13.1 For night work activities, the Contractor shall supply and maintain adequate temporary lighting and associated generators at the Site such that all the work in these areas can be carried out safely and in a workmanlike manner. The Contractor shall use quiet available generators to minimize noise levels. At no time shall the Contractor direct the lights in such a manner that will impede or deter the safe passage of rail traffic or affect any adjacent properties.

END OF SECTION

DRAWINGS

**Snow and Ice Removal at Whitby Maintenance Facility
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The following Drawings form part of, and are appended to this Request Document.

ITEM NO.	DRAWING TITLE
1.	Whitby Snow Removal Delineation

ATTACHMENTS

Snow and Ice Removal at Whitby Maintenance Facility PT-2018-RBEX-614

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The following Attachments form part of, and are appended to this Request Document.

ITEM NO.	ATTACHMENT TITLE
1.	Contractor's Performance Report – PT-2018-RBEX-614
2.	Q and A Form PT-2018-RBEX-614
3.	Sample – Agreement to Bond
4.	Safety Guidelines for Contractors Consultants and Project Coordinators
5.	Metrolinx MERX Portal – General Information
6.	Sample Articles of Agreement
7.	Sample Parental Guarantee
8.	Sample Letter of Credit
9.	Sample Corporate Reference Check Questionnaire
10.	New / Update Existing Vendor Form
11.	Bidder Q and A form
12.	Parental Guarantee
13.	Contract Performance Appraisal
14.	Winter Contract Work Report
15.	Contract Prices
16.	Sample Reference Check
17.	Tender Document Forms-Tender PT-2018-RBEX-614



Contract Performance Appraisal

Section 1

Contract Details

Name of Vendor:		Vendor Project Manager:	
Street: 625 Victoria Street East	City: Whitby	Province/State: On	Postal/ZIP Code: L1N 0L9
Original Contract Date	Contract No. PT-2018-RBEX-614	Project No.	
Contract Name: Snow & Ice Removal at Whitby Maintenance Facility			
Category of Work: Maintenance, Repair and Operations Services (Non-I&IT)			
Division: Rail Services		Branch: Rail Facility Assets East	
Project Coordinator: Jason Peckford			

Section 2

Performance Appraisal

Scale	0: Unacceptable - Does not meet any requirements of the key performance indicator 1: Poor - Meets few of the requirements of the key performance indicator 2: Fair - Meets some of the requirements of the key performance indicator 3: Satisfactory - Meets most of the requirements of the key performance indicator 4: Good - Meets all of the requirements of the key performance indicator 5: Excellent - Exceeds the requirements of the key performance indicator	Applied Weight	Score
Quality and Process		55%	0.0
Compliance with Operating & Maintenance Manual requirements		15%	
Compliance with quality control / product requirements		15%	
Timeliness to resolve non-conformances		5%	
Quality of work performed		20%	
Financial Management		10%	0.0
Compliance with contract terms including pricing		5%	
Provide advance notice of budget overruns; propose revisions to scope to remain within budget		5%	
Customer Satisfaction		15%	0.0
Ability to clearly interpret and deliver contract requirements		10%	
Ability to work with minimum of direction		5%	
Safety		10%	0.0
Compliance with OHSA requirements and other laws and policies related to safety. (Including but not limited to safety infractions, on site safety, resolving safety issues and environmental conformance)		10%	
Contract Performance Rating		0%	
Corporate Performance Rating (0% to 100%)		100%	
Vendor Performance Rating (90% Contract Performance Rating and 10% Corporate Performance Rating)		10%	

Section 3

Qualifications in Support of the Rating

Section 4

Vendor Performance Rating Calculation

Information regarding the Metrolinx Vendor Performance Management System and how a Vendor Performance Rating is calculated can be found in the Metrolinx "Vendor Relationship Management Procedures and Guidelines v1.1 dated November 7, 2016", or most current version, accessed through the following link:
http://www.metrolinx.com/tenders/en/VendorRelationshipManagement_Guidelines.pdf.



METROLINX

An agency of the Government of Ontario



Safety Guidelines for Contractors, Consultants and Project Coordinators

EMERGENCY CONTACT NUMBERS

GO Transit 24 hrs contact list:

1. Rail Operations Control Centre (ROCC): **416.601.2174**
2. Bus Operations – Steeprock Ctrl Room (24/7): . **416.638.6776**
3. Transit Safety Dispatch: **905.803.0642**
1.877.297.0642
4. USRC-CMO (Union Station): **416.601.3611**
5. City of Toronto (Union Station Security): **416.338.8000**

Railway 24 hrs contact list:

6. CN Railway: **1.800.465.9239**
7. CP Railway: **1.800.716.9132**
8. TTR (07:00 – 16:00): **416.864.3440**

Others:

9. Fire / Police / Ambulance: **911**
10. Nearest Hospital:
11. MOE Spills Action Centre : **1.800.268.6060**
(Toronto Division) **416.325.3000**
12. Project Manager / Coordinator:

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Occupational Health and Safety Policy

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Metrolinx, as an employer is dedicated to the health, safety and well-being of all its employees and is committed to conducting its operations in a safe manner in order to prevent injuries, illnesses, and damages. We will take whatever steps reasonable to protect our workers from workplace violence and harassment from all sources.

Metrolinx strives to fully comply with all health and safety legislation. Where reasonable, Metrolinx will strive to exceed legislated requirements by adopting the best practices available to protect Metrolinx employees and to promote a positive health and safety culture. Metrolinx will work towards continuous improvement on its health and safety program.

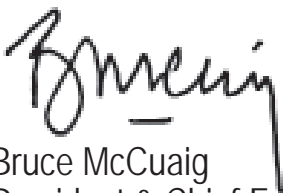
In recognition and support of the corporate goals, management ensures that employees work safely and that safe work conditions are maintained by implementation of personal injury and occupational disease prevention methods; training and competent supervision.

Management will be held accountable for the health and safety of those individuals under their supervision and those workplaces under their charge. Management will ensure that all workers and supervisors have the appropriate information and instruction to protect them from violence and harassment in the workplace.

Every employee must protect his or her own health, safety and well-being, and that of any person in the workplace, by following occupational health and safety legislation, as well as Metrolinx policies and procedures. Employees must receive adequate training in their specific work tasks and must report all unsafe and unhealthy conditions to management.

Contractors and sub-contractors employed by the Corporation have a responsibility for the health, safety and well-being of all workers and, when working for the Corporation, must follow the requirements of the Occupational Health & Safety Act and the Corporation's safety programs, policies, practices, procedures and departmental requirements, where applicable.

It is in the best interest of all parties to consider health and safety in every activity. Commitment to health and safety is integral to Metrolinx, and is reflected at all levels within the organization.



Bruce McCuaig
President & Chief Executive Officer
Metrolinx

January 2014

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Definitions

In this document, unless the context requires otherwise, the following definitions shall apply:

Accident: An undesirable and unexpected event resulting in personal injury, property or environmental damage, or losses in the production process.

Applicable Law: All applicable laws, statutes, regulations, orders, by-laws, ordinances, codes and standards of any governmental authority, body, agency or association having jurisdiction over the Work of the Contract or the Place of Work.

Arc Flash Hazard: A dangerous condition associated with the release of energy caused by an electric arc (CSA Z462-12).

Blue Tag – Track Protection: Lock out procedure during train servicing/cleaning (Willowbrook Maintenance Facility) Bombardier OP-W-11-003.

CCDC: Canadian Construction Documents Committee.

CCOHS: Canadian Centre for Occupational Health and Safety (www.ccohs.ca).

Confined Space: Fully or partially enclosed space:

- (a) that is not both designed and constructed for continuous human occupancy, and
- (b) in which atmospheric hazards may occur because of its construction, location, or contents or because of work that is done in it.

Contract: The duly executed agreement between GO Transit and the Contractor to perform their respective duties, obligations and responsibilities as presented in the Contract Documents.

Contract Documents: Those documents listed in the Agreement between Owner and Contractor section of the Contract that make-up the Contract.

CN: Canadian National Railway Company or a designated representative thereof (www.cn.ca).

CP: Canadian Pacific Railway Company or a designated representative thereof (www.cpr.ca).

Consultant: A person, firm or corporation identified as such in the Contract Documents, and is an Architect or Engineer licensed to practice in the province or territory where the Work is being performed.

Contractor: The person or entity identified as such in the Contract Documents. The term Contractor means the Contactor or the Contractor's authorized representative as designated to GO Transit in writing.

CROR: Canadian Rail Operating Rules, as well as the special instructions in use on the operating railways within GO Transit rail service area.

Employee: Any person employed at the Place of Work or Work Site by Contractor or any of its Subcontractors.

Fall Hazard: A dangerous condition associated with a person falling from a height.

Fall Protection System: A system designed to protect a person from the risk of falling when working at heights.

Governing Authority: Any governmental authority, body, agency or association having jurisdiction over the Work of the Contract or the Place of work.

Hazard: A potentially damaging physical event, phenomenon or human activity that may cause the loss of life or injury, property damage, social and economic disruption or environmental degradation; a condition that is a prerequisite to an accident.

Hazards can include latent conditions that may represent future threats and can have different origins. Hazards can be single, sequential or combined in their origin and effects. Each hazard is characterized by its location, intensity, frequency and probability.

Hot Work: A process or activity that produces heat ,sparks or open flame including cutting, welding, grinding, soldering, brazing.

Incident (near miss): An undesirable and unexpected event that under slightly different circumstances could have resulted in personal injury, property or environmental damage, or losses in the production process.

MOE: Ministry of Environment (www.ene.gov.on.ca).

MOL: Ministry of Labour (www.labour.gov.on.ca).

MOT: Ministry of Transportation (www.mto.gov.on.ca).

MSDS: Material Safety Data Sheet.

OHSA: Occupational Health and Safety Act and Regulations.

Operator: A person responsible for operating or driving vehicles or equipment.

Place of Work: The designated site or location of the work as identified in the Contract Documents.

PNR: Pacific Northern Railway Contractors Inc. or a designated representative thereof (www.railworks.com).

Professional Engineer: A person who is duly registered and licensed to practice as an engineer in the province or territory where the Work is being performed (www.peo.on.ca).

Project Coordinator: The designated GO Transit employee or representative who is responsible for the entire project and acts on behalf of GO Transit in this capacity.

Protecting Person – Flagman: A Protecting Person is a railway employee qualified in the Canadian Rail Operating Rules (CROR).

Protecting Persons are charged solely with the safe movement of trains and are NOT responsible for the safety of the Contractor, Contractor's Employees, Consultants, or their equipment.

Qualified person: A person who, by reason of his/her knowledge, training and experience in a specific field, has the skills necessary to perform a task safely and efficiently.

Risk: The possibility that a specific undesirable event may occur, within a given time period or under specific circumstances, and that the event may produce negative effects or consequences.

Risk Evaluation: A quantitative estimation of the possibility of a given undesirable event occurring and of its consequences.

Railway Right of Way, (ROW): The land occupied by a railway for its exclusive use; the right of railway traffic to take precedence.

Where work is to be performed less than 8 m (25 ft) from the nearest rail or where otherwise deemed necessary by the railroad, host railroad will assign a Protecting Person for protection of the Railway's operation (refer to section 6 for more details).

Subcontractor: A person or entity having a direct contract with the Contractor to perform a part or parts of the Work, or to supply products worked to a special design for the Work.

TC: Transport Canada (www.tc.gc.ca).

TTR: Toronto Terminals Railway Company Ltd. or a representative thereof (www.ttrly.com).

Visitor: A person authorized to visit the Work Site to examine conditions, or to give or gather information, but who is only at the site for a short time. The Contractor shall accompany visitors.

WHMIS: Workplace Hazardous Materials Information System.

WSIB: Work Place Safety & Insurance Board (www.wsib.on.ca).

Work: The total construction and related services required by the Contract Documents.

Work Site: Any place where the Contractor performs tasks as part of the contracted work.

Worker: See Employee.

Intent & Limitations

1. The following health and safety guidelines shall govern the actions of all Contractors including their subcontractors, and all service providers engaged in performing work of any sort for GO Transit, including its employees or the designated GO Transit Consultant(s) who act on behalf of GO Transit.
2. The purpose of this document is to outline **minimum** GO Transit safety standards for Contractors, their employees, Subcontractors and Consultants. The Office of System Safety will be available as an additional resource in developing and maintaining a Safe and Secure work environment for all parties involved.
3. When GO Transit a division of Metrolinx is deemed the “constructor” under the *Occupational Health & Safety Act* additional governance will be implemented by the GO-CMO Construction Safety Management Program and will be referenced in the contract documents.
4. These health and safety guidelines are deemed to be supplementary to and incorporated in the obligations and responsibilities identified in the contract documents or purchase order agreements between GO Transit and the Contractor or service provider. In the event of discrepancy between these guidelines and the Contract, the Contract shall govern.
5. When the work is being performed indirectly for GO Transit within a railway right-of-way, under direct Contract to the railway company having ownership of the right-of-way, the railway shall be fully responsible for the management of the contract work. The Contractor shall deal with the designated railway “Project Manager” or the designated railway Consultant. The railway’s safety procedures and requirements are set out in the appropriate contract documents.

6. When the work is being performed directly for GO Transit, under direct Contract to GO Transit, within the railway right-of-way, or property owned or controlled by GO Transit, GO Transit is fully responsible for the management of the contract work and the Contractor or service provider shall deal with the designated GO Transit Project Coordinator or Consultant.
7. Contractors are responsible for thoroughly familiarizing themselves with all Applicable Law and Regulation governing worker health and safety and providing safe work procedures that determine their applicability in relation to the Work of the Contract prior to the start of work.
8. Contractors are responsible and accountable for ensuring compliance with all Applicable Law and regulation and these Safety Guidelines. Contractors will be monitored from time to time by GO Transit to ensure said compliance as set out in these guidelines.
9. The Contractor shall be responsible for determining the appropriate measures to ensure the health, safety, security and physical wellbeing of Employees, in consultation with the appropriate regulatory authorities, if necessary, to achieve compliance with Applicable Laws prior to the implementation of these Safety Guidelines.
10. A health & safety program and site specific plan developed by the Contractor working on GO Transit property shall be submitted for approval prior to the start of work. Such complementary safety programs shall:
 - a) Be specific to the work site and scope of work being contracted,
 - b) Take into account the existing and potential hazards inherent to the work performed,
 - c) Include copies of the risk assessments, job hazard analysis and / or engineering reports used to develop risk control strategies,

- d) Include copies of all specific work and emergency procedures required for the project, and
 - e) Shall include summaries of all specific safety training given to the Contractor's and Subcontractors employees. Copies of all training certificates shall be included in the package.
11. The Contractor shall be responsible for ensuring that its employees, subcontractors and visitors are familiar with these Safety Guidelines and ensuring day-to-day application.
12. The information set out in this document, including regulations, standards, references and links, are up to date during the time of printing. They are subject to change without further notice. Any discrepancies, omissions should be directed to the Office of System Safety.

4.1 - Principles

These guidelines are based on the following principles:

1. All accidents and incidents causing loss or injury can be prevented.
2. It is possible to manage effectively all risks that may lead to injuries, occupational illness, or property damage.

4.2 - Conditions To Be Respected By The Contractor

These guidelines require that the following conditions be respected:

1. The respect for safety in the performance of work shall be a condition of the Contract.
2. The Contractor shall be responsible for enforcing and respecting safety rules in the performance of all work covered by the Contract.
3. It is the Contractor's responsibility to quickly resolve any problems related to health and safety at the Place of Work.
4. No task, regardless of its urgency, shall be performed unless it can be done in complete safety.

4.3 - Contractor's Responsibility

Contractors engaged for the purpose of providing construction services to GO Transit shall be responsible for:

1. Ensuring that the health and safety of its Employees, GO personnel, patrons and the general public is of paramount

importance with regards to the performance of construction at GO Transit.

2. Ensuring that all construction conforms to all Applicable Laws.
3. Ensuring that the Employees, Consultants and suppliers conform to all its safety requirements as well as GO Transit safety requirements for construction at the Place of Work.
4. Protecting the environment by:
 - Conducting a daily clean up of the work area.
 - Properly disposing of any waste, including hazardous waste and by controlling the release of any hazardous substances as per applicable regulation.
 - Not dumping, burying or burning waste material on GO Transit or railway property.
 - Labeling all containers as to contents and hazards.
 - Providing a means to capture any fluids leaking from equipment.
 - Providing adequate dust control measures.
 - Containing any runoff from washing work equipment.
 - Implement erosion control and mitigation measures.
 - Tree hoarding where required by jurisdictional boundary.
 - Reporting all spills immediately to GO Transit by utilizing the Safety Management Systems Environmental Management Program specifically the GO-ENV-R201 Spill Prevention and Contingency Plan.
5. Conducting regular work site inspections and acting promptly in all situations where there is a risk to Health & Safety or the Environment.
 - The inspections shall be carried out on a weekly basis, or

more frequently as the nature of the Work dictates.

- Copies of all inspection reports shall be kept on file and immediately forwarded to GO Transit for review upon request.
6. Investigating all accidents and incidents having caused or risked causing losses or injury, in order to identify the causal factors, and immediately take the appropriate corrective action to prevent their recurrence.
 - All investigation reports shall be forwarded to GO Transit within twenty four (24) hours of the occurrence.
 - All major injury and property damage accidents must be immediately reported to the GO Transit Control Center: 416.601.2174.
 - All close out reports indicating corrective actions taken to prevent recurrence shall be forwarded to GO Transit Project Coordinator within twenty one (21) days from the date of occurrence and copied to the Office of System Safety.
 7. Taking all necessary steps to ensure that Employees and all persons admitted to the Place of Work and who are under the Contractor's control, or who are present at the latter's request, comply with Contractor safety procedures, these safety guidelines and with all codes, regulations and other instructions in effect.
 8. Providing proper training prior to starting a task so that they can perform their work safely.
 9. Providing and maintaining in good condition all personal protective devices for Employees, and / or any other safety devices required by regulation, standard or code during the performance of the work.
 10. Maintaining contact with the Office of System Safety as an additional resource when required.

4.4 - Consultant / Project Coordinator Responsibilities

Consultants / Project Coordinators, shall be responsible for:

1. Monitoring, recording and notifying the Contractor and GO Transit of any observed safety violations during construction, based on reasonable care, competence, knowledge, skill, judgment and due diligence.
2. Following up with Contractor and verifying completion and sustainability of requested corrective actions.
3. Maintain, record, compile and ensure all required regulatory and contractually referenced documentation as identified in the contract or required by Applicable law is provided or available for review by the Office of System Safety as required.
4. Provide notice and minutes of site meetings to the Office of System Safety on a regular and ongoing basis for the duration of the contract
5. Maintaining contact with the Office of System Safety as an additional resource when required.

5.1 - Compliance With Regulations

1. The Contractor is fully responsible for the occupational health and safety of its Employees, Subcontractors and visitors in accordance with Contract provisions and Applicable Law.
2. In the event of conflict between Applicable Laws, the Contractor shall comply with and apply the most restrictive or demanding Applicable Law.
3. As CN, CP and TTR are federally chartered and regulated railway companies, Contractors are advised that work undertaken on any Railway ROW shall be carried out in compliance with federal regulation.
4. The Contractor is responsible for obtaining approval from GO Transit where work is to be performed on or near the Railway ROW. GO Transit Project Coordinators or Consultants may issue new instructions from time to time based on site conditions or contract changes.

5.2 - Site Set-up

5.2.1 - Start-up meeting

The Contractor shall:

1. Attend a construction kick-off meeting with GO Transit representatives prior to mobilizing on site. The agenda of this meeting shall include as a minimum the following topics:
 - Review of GO Transit policies and procedures,
 - Review of Contractors' safety programs and site specific safety plans,

- Review and planning of project activities,
 - Ensuring compliance with all Applicable Law,
 - Initial Safety Orientation session planning, •
Railway protection planning (ROW access),
 - Initial job briefing session planning.
2. Communicate all applicable safety issues discussed at the meeting to its supervisors and others responsible for contract execution, including Subcontractors and Visitors.

5.2.2 - Safety Orientation / Meetings

The Contractor is responsible to ensure that the following safety orientations and job briefings are carried out prior to and during the performance of the Work.

The Contractor shall:

1. Provide site safety orientation to all persons with access to the site and maintain written records of this event. Copies of the written records to be sent to GO Transit upon request.
2. Organize additional safety orientation sessions for new employees, as required.
3. Instruct all visitors and delivery personnel on all safety instructions applicable to the Work Site, including all emergency procedures and GO Transit Contractor Safety Guidelines as required.
4. Ensure that a health and safety representative or JHSC committee has been established for the site and hold regular meetings as required by Applicable Law. The GO Transit Project Coordinator / Consultant shall attend these meetings.
5. Keep minutes of all Joint Health and Safety Committee meetings. The minutes shall be kept on file. Documentation of said meetings shall be retained on file at the Place of

Work by the Contractor and provided to GO Transit upon request.

6. Hold weekly safety meetings with all employees as required to ensure site safety and maintain employee hazard awareness. Documentation of said meetings shall be retained on file at the Place of Work by the Contractor and provided to GO Transit upon request.
7. Ensure that all of the Contractors' Employees and all Subcontractors and their employees working on ROW have taken GO Safe Railway Orientation training, for all work at track level, prior to the start of work.
8. Hold a daily job briefing session with all persons engaged in work to identify hazards and appropriate controls. Work activity that may interfere with rail operations requires the Protecting Person to attend these briefings and identify the required track protection methods to all affected workers. A written record of the briefing sessions shall be kept on file by the Protecting Person and shall be made available to GO Transit upon request for audit purposes.

5.2.3 - Work Site access / Material Delivery

1. The Contractor is ultimately responsible for ALL individuals entering the Place of Work. Accompany / escort all visitors at all time.
2. The Contractor shall submit their method of controlling access to the Place of Work to GO Transit for approval prior to the start of the contract.
3. All persons admitted to the Work Site shall wear personal protective equipment in accordance with section 5.3 herein.
4. The Contractor shall ensure that all persons with access to the Place of Work wear their hard hat stickers for identification purposes (ROW access).

5. The Contractor shall keep an up-to-date register of all personnel who have been issued the identification stickers. This register shall be accessible to GO Transit within twenty four (24) hours of receiving such a request (ROW access).
6. Communicate safety procedures around live railway track to those delivering materials or equipment and have them accompanied at all times. Individuals that deliver materials / supplies frequently (on the regular basis) will be required to complete the GO Safe Railway Orientation training.
7. Deny site access to a person who is not respecting the safety standards or a person who has been ordered off the site by GO Transit.

5.2.4 - Contractor's file

1. Prepare and maintain a list, by company and Subcontractor, of the people in charge at the Work Site, indicating their function relating to the Work, the name and address of their employer and their appropriate telephone numbers (office, fax, cellular, pager, home).
2. Prepare and maintain a list of emergency response employees, indicating their employers' names and twenty four (24) hour emergency telephone numbers.
3. The most updated list shall be posted at the Place of Work, kept at the GO Transit and Contractor's offices, and shall be readily accessible.

5.2.5 - Notices from Governing Authorities

1. GO Transit must be promptly notified by the contractor of any and all inspections conducted at the Place of Work by any Governing Authority.
2. The Contractor shall forward a copy of said notices on the same day as the inspection to the Project Coordinator and the Office of System Safety.

5.2.6 - Vehicles, Equipment, Tools

1. It is the responsibility of the Contractor to ensure that all vehicles, equipment, tools are in a safe condition to operate and where required have received the necessary regulatory inspection as per Applicable Law. If, in the opinion of the Project Coordinator, any of the Contractor's equipment is unsafe for use, the Contractor shall remove such equipment from the GO Transit / host railway's property.
 - The Contractor must ensure that the Operators of all equipment are properly trained and competent in the safe operation of the equipment.
 - Training records shall be made available to GO Transit upon request and be carried by the equipment operator at all times.
2. Operators on the ROW must (*refer to section 6 for more details*):
 - Be CROR qualified to operate Hi- rail mounted equipment
 - Obey Protecting Person directives all the time.
 - Ensure the operator's manual, which includes instructions for safe operation, is kept with each machine.
 - Shut off any unattended vehicle, equipment, tools, and properly secure the equipment against movement.
 - Verify that the master battery switch is left in the off or disconnect position and padlocked if equipment is to be left for extended period of time.
 - Where equipment has an enclosed cab, padlock the cab access doors and any glass protective coverings.
3. All crane work (hoisting, setting-up, and dismantling) shall be done in accordance with the provisions of the most recent Applicable Law and OHSa regulations.
 - Written safe work procedures, hoisting plans,

yearly crane certifications, including major rigging components, and operator training records for all hoisting activity must be provided to the Project Coordinator and the Office of System Safety for review prior to the work being undertaken.

- All overhead lines will be considered to be 'live' and high voltage, unless otherwise explicitly indicated by local utility provider. Work performed near power lines shall conform to O.Reg 213/91 s.187,188 and O.Reg. 627/05, s.7.
 - All hoisting activity must be well communicated and coordinated with other employees at the job site during daily job briefings.
 - The hoisting area shall be cordoned off and proper signage in place to warn others of the hazard.
 - The Contractor must implement an inclement weather policy in their written program for any hoisting operation.
 - Any serious violations of the crane safety procedures will result in an immediate work stoppage pending appropriate investigation by the Contractor, Project Coordinator with System Safety Review or involvement as required.
4. All vehicles and equipment are to give the right of way to trains. They must be prepared and able to stop at all railway at-grade crossings, and shall stop when necessary (*refer to Section 6 for min clearances*).
- Cranes shall ensure that the crane body, counter weight, boom or load attached to the crane is positioned to maintain adequate minimum clearances for passing trains.
 - Loads must be grounded while trains are passing to avoid wind induced movement.

5. Seat belt use is required when available on operating equipment and when driving or riding in vehicles unless they are on hi-rail gear.

5.2.7 - Site Housekeeping

The Contractor shall:

1. Remove all rubbish and debris from the site as work progresses, to GO Transit's satisfaction and in accordance with all Applicable Law and the requirements of the Contract Documents.
2. Keep traffic and employees' access routes clean and clear of any obstructions including application of sand and salt during winter months. Access routes with openings, construction material, excavated material or equipment must be barricaded and / or marked with appropriate and approved signage.
3. Obtain pre-authorization from GO Transit and / or the operating railway to store equipment or materials on the Railway (ROW) . Such storage shall in no way impede railway operations.

5.2.8 - Utility Locates

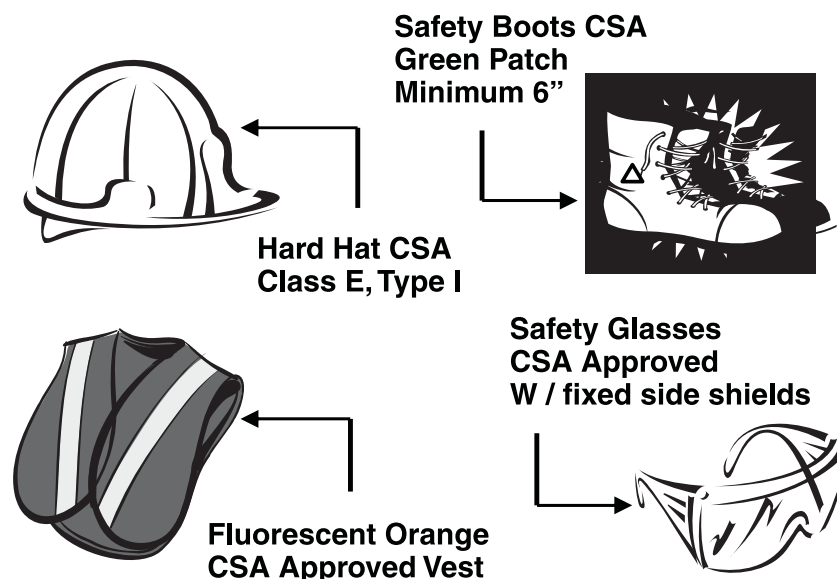
The Contractor shall:

1. Be responsible for determining the exact location of all utilities. The Contractor shall serve proper advance notice to GO Transit and the respective railway, as applicable, and the appropriate utility company or agency, for the purpose of utility locates.
2. Be responsible for all costs, including permit fees, daylighting, radar or any other means as may be required to perform the utility locates.
3. Not allow any excavation or other work that could impact

the existing utilities or services to be undertaken before approval is granted by the consultant or GO Transit Project Coordinator. The exact location and size of all embedded services has to be determined. Hand digging within three feet of known services must be done to ensure identification and eliminate potential contact with equipment.

4. Have written notification from the Railway Signal & Communications Department indicating that ALL cables/ services have been located in the Railway ROW prior to allowing any tool to break the ground surface.
5. If in doubt as to the validity or accuracy of any locate mark a remark must be requested of the utility service provider(s).
6. Barricade and prevent access to all excavations, holes, and trenches to protect pedestrians and vehicle traffic.
7. A review of all locates must be performed with the designated equipment operator prior to excavation and a valid copy of the locates maintained in the cab or in possession of the operator at all times

5.3 - Personal Protective Equipment



5.3.1 - Site access on Railway ROW

1. All Employees having access to the Place of Work on railway property shall wear CSA approved personal protective equipment:

- Approved headwear, approved footwear
- Approved eyewear with fixed side shields
- High visibility apparel

Note: High visibility apparel must be approved by the Office of System Safety, and must be manufactured to CSA Z96-02 High Visibility Apparel, Class 2 during daylight hours, and Class 3 for employees required to work between dusk and dawn and during other low-light conditions, or at any time on and about roadways where the posted speed exceeds 80 km/h.

- Any other additional PPE as prescribed for project specific activities or defined in safe work procedures, risk assessments or required by Applicable Law.
2. The individuals that are allowed to the Place of Work visiting, delivering, supplying shall also wear all required personal protective equipment and shall be briefed with all site safety procedures. It is the Contractor's responsibility to ensure that personal protective equipment is used.

5.3.2 - Site access with NON Railway ROW

1. All persons having access to the work site shall wear CSA approved personal protective equipment, at all times as required by:
 - The Contractors' own safety program.
 - GO Transit's site-specific safety requirements.
 - As prescribed by Applicable Law.

2. The individuals that are allowed to the Place of Work visiting, delivering, supplying shall also wear all required personal protective equipment and shall be briefed with all site safety procedures. It is the Contractor's responsibility to ensure that personal protective equipment is used.

5.3.3 - Potential danger zones

1. Use appropriate signage, caution/danger tape to identify potential danger zones such as high noise levels, hoisting or reversing equipment to warn others and where special protective equipment must be used to ensure personal safety.
2. Hearing protection, face shields, respiratory protection, fall protection equipment and all other special protective devices shall be used where signs are posted or when a potential hazard exists.

5.4 - Public Safety Protection

1. The Contractor shall erect and maintain all necessary protective devices / measures required to protect the public i.e. traffic signs, barricades, lights, fences etc.
2. Arrangements must be made with the designated GO Transit Project Coordinator / Consultant or appropriate operating railway personnel when these precautions could interfere with rail equipment movement (ROW access).

5.5 - Hazardous Materials

1. GO Transit shall disclose the information on any known substances in the workplace that may be hazardous to the Contractor's employees in the tender documents. (i.e. asbestos, lead, mould, etc.)
2. The Contractor shall provide GO Transit with their written program to address removal, abatement, handling and

disposal of said hazardous substances as required by Applicable Law.

3. The Contractor shall ensure compliance with WHMIS regulations and shall provide GO Transit with the MSDS's for all hazardous substances the Contractor will introduce to the worksite fourteen (14) days prior to starting work.
4. GO Transit reserves the right to request that the Contractor substitute products with less hazardous ones, or may ban the use of certain products all together.

5.6 - Emergency and Accident Response Plans

5.6.1 - Emergency procedures

The Contractor shall:

1. Prepare site specific emergency procedures and an evacuation plan for the work site prior to commencing work.
2. Arrange for adequate emergency transportation including remote rail operations to the nearest accessible meeting or muster point with local EMS in coordination with the local Hospital in the event an injury occurs at the Place of Work.
3. Ensure that all persons having access to the Place of Work are instructed on the emergency procedures and evacuation plan before being authorized to enter the Place of Work.
4. Keep the following records and postings at the work site:
 - List of all persons present (sign in log book).
 - Written emergency procedures with the hospital route map posted including WSIB form 82 poster "In Case of Injury at Work".
 - List of emergency contact & phone numbers posted.
 - List of qualified first-aid attendants posted with copy of Record of Training.

- WSIB Regulation 1101po.
 - Employment Standards Act Poster
 - Health & Safety , Workplace Violence & Harassment Policies
 - Post at the Place of Work any plan for the rescue of workers from a confined space , fall arrest situation or work over water.
 - Traffic Control Plans.
 - All material safety data sheets.
 - MOL orders and narratives.
 - JHSC /WTC Committee Members and meeting minutes.
 - Workplace Inspections.
 - Safety Talks.
5. Develop emergency procedures and submit the most updated copy to GO Transit. Keep an up-to-date list of emergency numbers, including GO Transit emergency numbers.
6. Investigate all accidents and incidents having caused or risked causing losses or injury, in order to identify the cause or causes, and immediately take the appropriate corrective action to prevent their recurrence.
- All investigation reports shall be forwarded to GO Transit within twenty four (24) hours of the occurrence.
 - All major injury and property damage accidents must be immediately reported to GO Transit Control Center 416.601.2174.
 - All close out reports indicating corrective actions taken to prevent recurrence shall be forwarded to GO Transit within twenty one (21) days from the date of occurrence.

7. Participate and collaborate with GO Transit and all other Governing Authorities in the planning and in realization of emergency procedure exercises and evacuation exercises implemented by the Contractor, GO Transit or any Governing Authority. These exercises may be conducted at any time and anywhere at the Place of Work.

5.6.2 - Rescue Equipment and Training

1. Before considering the Fire Department (911) as a means for rescuing an employee, the Contractor shall:
 - a) Ensure a complete Risk Evaluation of the fall protection system, or confined space, has been carried out by a competent person; and
 - b) Ensure the Risk Evaluation and Rescue Plan have been reviewed and signed off by the appropriate Governing Authority indicating they have:
 - i) An appropriate response time; and
 - ii) The necessary rescue equipment; and
 - iii) The specialized rescue training required.
 - c) Ensure all documentation has been submitted to GO Transit, System Safety, for final review and approval prior to project start-up.
2. If it has been determined that the Fire Department (911) cannot adequately respond to the emergency and specialty rescue equipment, personal and/or training is required, the Contractor shall ensure that:
 - a) Specific rescue equipment for confined space rescue or fall protection rescue is on site as required, and in readiness at all times; and
 - b) A sufficient number of employees or third party service providers are fully trained and qualified as “rescuers”, and are on site, in order to carry out an efficient and effective rescue.

5.6.3 - First aid

1. The Contractor shall ensure that the adequate quantity and type of First Aid supplies is readily available at the Place of Work, are in compliance with the requirements of the Applicable Law and (WSIB Reg. 1101).
2. The number of Employees trained and their qualification level shall meet all requirements of Applicable Law. The names of those identified as being First Responders shall be posted as per (WSIB Reg. 1101).
3. Remote operations without EMS access will require the contractor to provide adequate procedures and methods of communication, transportation and medical equipment to the nearest vehicle accessible location.

5.6.4 - Fire prevention

1. Supply, at the Place of Work, a sufficient number of 20 lbs type ABC regulation fire extinguishers, or other type of fire extinguishing medium as required, to provide reasonable protection as dictated by the nature of the Work, the Ontario Fire Code, and O.Reg. 213/91, s.(52 - 57).
2. The Contractor, Project Coordinator, Consultant or GO Transit Supervisor shall utilize the Hot work Permit Guidelines /Checklist form 0566-14 and Hot Work Permit form 0565-14 when performing hot work on a project or while conducting maintenance activities at GO Transit Facilities. The contractor may substitute their program and form if in place and offering similar protection.
3. Inspect the work area for flammables, combustibles and fire extinguishing devices prior to the start of work and utilize adequate spark containment and asset protection measures in the form of fire retardant tarps or blankets where necessary.

4. Provide a dedicated fire watch to observe and perform regular inspections to prevent fires and ensure permit compliance.

5.7 - Working At Heights

5.7.1 - Ladders

The Contractor shall ensure employees are trained on the types of ladder to use, the methods for its use, and requirements for inspection and maintenance.

Typical safety concerns may include:

- Ladders not secured, inadequate footing, improper angle
- Not maintaining three point contact
- Improper use
- Housekeeping
- Defective ladder

O.Reg. 213/91, Construction Projects. s. (72, 78-84)

5.7.2 - Scaffolding

1. Scaffolding must comply with the provisions of the OHSA, O. Reg. 213/91, Construction Projects (s. 125-142), as amended from time to time, as well as any more restrictive directive issued by GO Transit or imposed by any Applicable Law.
2. The Contractor shall adhere to the following restrictions for scaffold installations:
 - a) Obtain authorization from GO Transit before erecting scaffolds on a GO Transit structure or near a railway track.
 - b) The scaffolding shall not interfere with the safe operation of railway traffic unless authorized by the Protecting Person for set periods of time.

- c) Scaffolds must be positioned so that minimum clearance for vehicle or pedestrian traffic is always provided.

5.7.3 - Fall Protection

1. Fall Protection systems and equipment must comply with the provisions of the OHSA, O. Reg. 213/91 Construction Projects, s. 26, as amended from time to time, as well as any more restrictive directive issued by GO Transit or imposed by any Applicable Law.
2. All horizontal lifelines used for fall protection shall be designed by a professional engineer and installed in accordance with the following CSA Standards:
 - a) CAN / CSA Z259.13-04 Flexible horizontal lifeline systems
 - b) CAN / CSA Z259.16-04 Design of active fall-protection systems
3. The Contractor shall adhere to the following restrictions for fall protection system installations:
 - a) Obtain authorization from GO Transit before suspending, attaching or erecting fall protection devices on a GO Transit structure or near a railway track.
 - b) Components attached to structures must be placed on pads to prevent damage to the structures.
 - c) Fall protection systems must be positioned so that minimum clearance for railway, road and other traffic is always provided, unless authorized by the Protecting Person for set periods of time.
4. All Employees requiring fall protection shall be adequately trained on the fall protection equipment, systems, specific safe usage procedures, rescue procedures, its maintenance and inspection requirements.

5. Prior to the start of work: GO Transit reserves the right to review all training program material, instructor qualifications, and employee testing criteria prior to accepting the Contractor's training program as adequate and in conformance with the Working at Heights Program Standard released by the Ontario Ministry of Labour in 2014. O.Reg 297/13.
6. If the Contractor's training program and/or procedures are deemed inadequate by GO Transit, the Contractor will not be allowed to begin work until such deficiencies are corrected, at no cost to GO Transit.

5.8 - Hazardous Energy Sources

1. The Contractor shall be responsible for ensuring that its Employees are trained to recognize the energy sources and to implement Lock out/ Tag out procedures. (CSA Z460-13) Control of Hazardous Energy – Lockout and other methods.
2. The Contractor shall be responsible for ensuring that its Employees are trained on how to identify, work with and control the types of hazardous energy including use of an adequate personal protection:
 - **Electrical (Arc Flash, Shock and Burn)**
Electrical Utility Safety Rules
CSA Z462-12 Workplace Electrical Safety
CSA Z463-13 Maintenance of Electrical Systems
 - **Mechanical (hydraulic, pneumatic pressure)**
Applicable Safety Standards
 - **Steam, Heat, Natural Gas**
Applicable Safety Standards
CSA B149 Natural Gas & Propane Handling Code 2010
 - **Gravity, Spring, etc**
Applicable Safety Standards

3. The Contractor shall de-energize, disconnect, depressurize, block, drain, any and all energy sources and verify 'zero energy' state before proceeding with any task where a hazardous energy source may be encountered.
4. The Contractor shall utilize a lockout system that conforms to O.Reg 213/91, s. 190 s.(6)(7)(8) that defines the requirements on the use of tags and identification of the owner for all Contractor installed lockout devices.

NEVER WORK 'LIVE', UNLESS ABSOLUTELY NECESSARY WITH PROPER PROCEDURES and MANDATORY PPE.

OHSA s.(25- 28)

O.Reg. 213/91 Construction Projects s... (181-195)

5.9 - Confined Space Entry

1. The Contractor shall ensure that all feasible precautions and required safeguards are met to prevent exposure to toxic gases, oxygen deficiency, flammable atmosphere, and accidents related to entering confined spaces. Follow O.Reg., 632/05 Confined Spaces issued by Ministry of Labour and /or the most current Applicable Law
2. Confined spaces may include:
 - Storage tanks, process vessels, bins, boilers, ventilations or exhaust ducts, sewers, underground utility vaults, enclosed tunnels, pipelines and deep open top spaces such as sump pits
3. No work is to be carried out in a confined space until the Contractor has provided GO Transit with a copy of the written hazard assessments, rescue procedures and training records for review to verify that all risks have been adequately addressed and entrants are adequately trained in the rescue procedures.

4. GO Transit may stipulate that the Contractor use, at no cost to GO Transit, a third party to provide confined space rescue and supervision if the Contractors plan is deemed inadequate.
5. An “Entry Permit” form 0169-14 as found in this document or the contractors form & program documents approved by Office of System Safety, must be used to record all confined space entries and tests made during the course of the entry. see O.Reg 632/05 s.(21) Records for retention on construction projects and GO Transit owned facility.

5.10 - Respiratory Protection

The Contractor shall identify all potential atmospheric hazards by Risk Assessment and ensure occupational exposure levels are not exceeded. Mitigation efforts will utilize the hierarchy of controls to eliminate exposure to workers, GO Transit Staff and members of the public. In the event that PPE is the only available or cost effective method of control the Contractor will supply the adequate PPE to employees. The Employees shall be adequately equipped and trained on proper use and care of the protective equipment when it is required by Applicable Law.

5.11 - Compressed Gas Cylinders & Flammables

1. All workers involved with the storage, handling and use of any compressed gas, flammable or combustible liquid shall be familiar with its M.S.D.S. , characteristics and the necessary safety precautions and Applicable Law.
2. Compressed gas cylinders must be secured in the upright position at all times with the protective cap in place when not in use. Storage areas for gas cylinders and flammable liquids must be kept separated locked and identified with the appropriate signage. see O.Reg., 213/91 s. 42,43
3. Any and all compressed gas cylinders must be transported

utilizing appropriately designed carts or dollies and storage racks.

4. Flammable/ Combustible liquid containers utilized at GO Transit Facilities must be stored in a flammable storage cabinet. Class 1 and Class 2 flammable and combustible liquids must utilize a safety container that meets NFPA requirements including a self -closing lid with flash back arrestor. (See Ontario Fire Code (4.2.6 and 4.2.10).
5. No more than one day's supply may be stored in a building or structure on a project unless in a controlled access area or room that has sufficient window area to provide explosion relief to the outside.
6. Large Flammable/ Combustible storage and dispensing tanks on a Construction site must be placed a minimum 25 feet from any commonly occupied buildings and at least 100 feet from any compressed gas cylinder storage area. Have fire suppression, warning signage, vehicle protection and spill or leak containment equal to the tank size.
7. See Safety Management System Environmental Management System. GO-Env-PS104 Bulk Storage Tanks and Fuel Handling Environmental Performance Standard.

Propane

1. The Contractor shall have adequate number of Workers trained in the proper use, care and storage of propane appliances and containers. This certification must be obtained by training providers certified by the Technical Safety & Standards Association (TSSA) CSA B149 Natural Gas & Propane Handling Code 2010.

Typical safety concerns:

- Propane is heavier than air and will settle in low areas.
- Trenches, manholes, sumps shall be checked for gas build up.

- The containers shall be regularly checked for leaks.
- Cylinders shall be kept upright and secured.
- Cylinders shall be stored in a well ventilated area, away from heat.
- Only approved hoses and fittings will be used. ALL propane fired appliances shall utilize a pressure regulator affixed at the cylinder.
- Adequate warning signage to be posted

Only one day's supply of propane may be left inside a building and it must be removed overnight.

5.12 - Other Hazardous Processes

The Contractor and Workers shall be trained on how to identify, work with and control the hazardous material and processes including use of adequate personal protective equipment and containment measures.

Typical hazardous processes may include:

- excessive dust, noise,
- equipment / tool vibration,
- welding fumes and flash,
- sand blasting,
- concrete cutting
- abatement of designated substances, i.e. lead , asbestos.

The Contractor shall submit their hazardous process safety procedures, MOL Notices, to GO Transit for review prior to any site activity involving a designated substance and according to contract documents.

Hazardous Waste will be defined in contract documents and System Safety Environmental Management Program references should be referenced. See Regulated Waste Management Environmental Performance Standard (GO-Env-PS103),

5.13 - Workplace Hazardous Material Information System

All GO Transit, Contractors, are required to have annual WHMIS Training. The contractor will be responsible to maintain an up to date copy of all WHMIS controlled products at the Place of Work for review by workers. R.R.O 1990, Regulation 860.

The contractor will be responsible to train workers on any new products introduced into the Place of Work or unfamiliar to the worker.

Railway Right-of-way and Train Operation

6

6.1 - General Overview

1. Before entering and start of Work on the Railway ROW within GO Transit facilities, Consultants, Contractors and Subcontractors shall:

Undergo the GO Safe Railway Orientation training, in addition to the Contractor's own Safety Orientation training:

<https://gotransitcontractor.com/>

2. The Contractor shall not mobilize or start any work within the railway ROW, unless proper advance notice has been given and the appropriate written authorization has been granted by the respective railway or GO Transit.
3. When Work is being performed under direct Contract to GO Transit, either within the railway right-of-way or property of GO Transit, the Contractor shall deal with the designated GO Transit Project Coordinator or Project Manager.
4. GO Transit reserves the right to prohibit or halt, without prior notice, any of the Contractor's work that may have repercussions on rail operations and / or for Health & Safety violations.
5. Specific Blue Flag Procedures must be developed, and approved by GO Transit System Safety, prior to any work being undertaken on or about rail equipment on shop tracks or at lay-over points or any railway yard.
6. Contractors employees, visitors shall be properly briefed by a C.R.O.R qualified Protecting person on safety procedures to be followed when working on, or being near a railway track and shall be accompanied at all times or

in communication with that qualified Protecting person. A written record of the job briefing shall be maintained and made available to GO Transit upon request.

7. The Contractor shall not unnecessarily interfere with the movement of trains.
8. The Contractor shall ensure that no railway plant, signal, structure, equipment or property of any kind is tampered with, modified or removed.

6.2 - Restrictions for working on ROW

1. Host railway's (CN, CP, TTR etc) safety requirements apply and take precedence.
2. Summary of General Safety Rules:
 - Always be on the alert for moving equipment. All parties involved in the Work must always expect train, engine, car or track unit movement on **any track, at any time, in either direction.**
 - Where work is to be performed less than **10 m (30 ft)** from the nearest rail, or where otherwise deemed necessary by the operating railway, the Contractor must arrange for a qualified C.R.O.R. Protecting Person to be on site.
 - The Protecting Person will provide proper track protection, assist, participate and / or conduct a job briefing and have the Contractor sign the job briefing form before employees or machines are allowed to move and be positioned in the right-of-way. All parties involved in the Work shall always obey Protecting Person directives.

NOTE: CN / CP / GO Transit require that vehicles come to a stop, the engine to be shut off and be located at least:

***10 m (30 ft)** away from the nearest rail when trains are passing.*

- Do not step or walk on the top of the rail, frog, switches, guardrails, or other track components. Do not operate a track switch, derail or electric lock.
- Look in both directions before stepping over or crossing tracks and / or passing obstructions limiting clear line of sight.
- Do not sit on, lie under, or cross between cars except as required in the performance of your duties and only when equipment has been protected against movement and authorized by the railway's Protecting Person.
- Do not cross the tracks within 25 feet of standing railway equipment.
- No tools or materials are to be left UNATTENDED close to the track AT ANY TIME. Metal or conductive tools must not be allowed to contact both rails at the same time.
- Vehicles shall not exceed **15 km/h (9 mph)** on ROW. More restrictive speed limits may be imposed.
- Cranes & Hoisting devices are NOT permitted to be operated closer than **10m (30 ft)** from the nearest rail of any track without Protecting Person authorization and with railway traffic protection as specified by host railway.
- No track shall be fouled at any time except for a specific and approved task, for a limited time and under protection of the railway's Protecting Person.

7.1 - Alcohol & Drug Abuse Prevention

1. GO Transit is committed to a safe work environment free from the negative effects of substance abuse and has set strictly enforced rules pertaining to drug and alcohol use, consumption and “under the influence of” while on duty.
2. The Contractor is responsible to be astute to the indications of substance abuse as well as employees’ physical and mental capabilities to perform and to undertake corrective actions as necessary.
3. Employees who are taking prescribed medication must ensure any potential adverse affects of such medication do not pose a safety hazard to themselves or others while performing their duties. These employees are encouraged to disclose this potential hazard to their Supervisor to reduce risk potential while under the influence of prescription medications. Contractors’ employees are responsible to report and remain fit for duty while on GO Transit property.
4. Metrolinx CCDC Contract Documents “ Safety Requirements” section 01600 specifically section 6. Alcohol & Drug Abuse Prevention detail the requirements in regard to the process and expectations of contractors if this contravention is identified by either GO Transit staff or the contractor’s employees.

NOTE: Operating railways such as CN in particular, maintain a “Zero Tolerance” approach to violations of their Policy To Prevent Workplace Alcohol and Drug Problems.

8.1 - Quick Reference

1. **Site Security Measures:**

All Employees to display GO approved positive identification, provided by Contractor, while on GO Transit project / property:

- Restricted Areas – Photo ID badge required (high risk, direct impact on operations)
- Private Areas – Non Photo ID badge required (low risk, indirect impact on operations)
- Other project specific security measures as approved by GO Transit

2. **Training:**

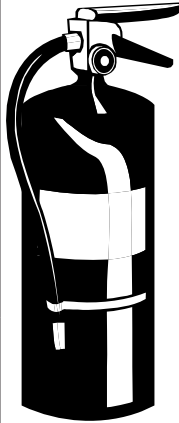
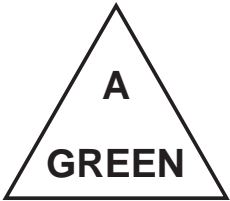
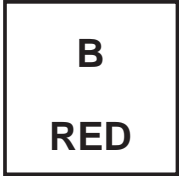
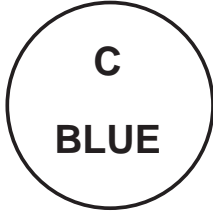
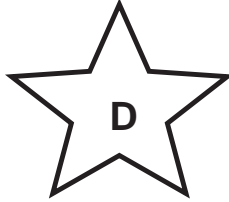
- All Employees to go through site specific orientation
- All Visitors to go through visitor orientation and
- GO Transit GO Safe Railway Orientation

3. **Personal Protective Equipment PPE (Sec 5.3)**

- Approved headwear and footwear O.Reg 213/91 s. 22,23,
- A fluorescent outer most garment around moving vehicles and/or equipment and when on any Railway ROW or Construction Project,. O.Reg. 213/91 s.69.1
- Safety glasses as required and when on any Railway ROW or Construction Project. O.Reg 213/91 s. 24

4. **Every Project must have:**

- A qualified competent Supervisor present whenever there is any activity or task being performed, O.Reg. 213/91 s. 14 (2)
- Appropriate first aid supplies / equipment and a sufficient number of qualified first aiders. (WSIB Reg. 1101)
- Appropriate number of 20lb fire extinguishers present, with a sufficient number of Workers trained in their use, and compliance with O.Reg 213/91 s. 52-55

	Ordinary Combustible 	GREEN	CLASS “A” Extinguishers For fires with ordinary combustible materials such as wood, paper and textiles, where a quenching cooling effect is required.
	Flammable Liquid 	RED	CLASS “B” Extinguishers For flammable liquid and gas fires such as oil, paint, gasoline and greases where an oxygen exclusion or flame interruption is essential.
	Electrical Equipment 	BLUE	CLASS “C” Extinguishers For fires with electrical wiring and equipment where the non-conductivity of extinguishing agents is crucial. This extinguisher should be present whenever functional testing and system energizing takes place.
	Combustible Metals 		CLASS “D” Extinguishers For fires in combustible metals such a sodium magnesium, and potassium.
How to use the Fire Extinguisher Aim the extinguisher at the base of the fire to extinguish the flame at their source.			

5. Postings to be displayed:

- Notice of Project, R.S.O. 1990, c. 0.1, s. 23(2) O.Reg. 213/91, s.6
- Project Emergency Procedures, O.Reg. 213/91 s. 17
Emergency Contacts – names, company, position and 24 hour contact phone number(s)
- Map to Nearest Hospital,
- Qualified First Aiders names,
- WSIB poster, Form 82 “In Case of Injury at Work”
- Form 1000 posted for all contractors on the project
- Employment Standards Act Poster
- MSDS for all products at the project
- See Emergency Procedures Section 5.6.1 for complete List of required postings

6. Signage to be displayed:

- Appropriate ‘DANGER’, PPE, and ‘NO TRESPASSING’ warning signage will be conspicuously posted as required, and
- All signage will remain legible at all times and in conformance with the GO Transit Design Requirements stipulated in the contract documents

7. Hoarding, where installation is approved by GO Transit, to have:

- A 1.8 meter (6ft) approved sturdy fence will be erected to protect the public, O. Reg. 213/91 s. 65
- A 1.8 meter (6ft) approved sturdy fence will be erected between any railway track and the project, to protect the Railway ROW
- The Place of Work to be secured against unauthorized access

8. Records to be kept onsite:

- All safety related activities (NOP, employer registration forms, project orientation, training, proof of training, weekly/daily site inspections, safety talks, meetings, investigations, First Aids, maintenance, MOL

- notifications, MOL inspections etc.),
- Record(s) will be sent to GO Transit upon request

9. Same day notification to GO Transit to be submitted for each of the following:

- Every incident and/or accident, regardless if reportable to the MOL,
- Every MOL site inspection – a copy of the MOL Orders will be forwarded to The Office of System Safety the same day as the inspection.

NOTE: *A written report making recommendations and listing the procedure changes instituted for each of the above will be forwarded to The Office of System Safety within 48 hours of occurrence.*

10. Project specific activities – adherence to all applicable standards and legislations, such as but not limited to:

- Hot Work (Permits),
- Confined Spaces (Entry Permits) / Rescue Plan,
- Fall Protection / Rescue Plan,
- Ladders, scaffolding, work platforms,
- Public Way Protection,
- Track Safety,
- Traffic Control / Protection,
- WHMIS, MSDS's
- Ventilation, house keeping,
- Additional PPE (i.e. sandblasting, arc flash, respiratory, etc)
- Security.
- Work in proximity to overhead power lines.

11. Environmental Protection:

- Spills Controls / Notification / Reporting,
- Sandblasting operations
- Tree hoarding
- Sediment and erosion control
- Hazardous waste disposal procedures.

8.2 - Stoppage of Work Due To Failure To Comply

1. Failure by the Contractor, Subcontractors or Employees to respect established Safety Guidelines may, in accordance with provisions of the Contract Documents, lead to temporary stoppage of the work, closure of the site until the situation is corrected or even removal of the Contractor from the work site at the discretion of GO Transit.

8.3 - Execution of Safety Compliance

1. The Contractor is responsible for ensuring compliance with all Applicable Laws in effect, and keeping a written record of safety supervision activities carried out by the Contractor, or on the Contractor's behalf.
2. The Contractor is responsible for putting into effect the necessary procedures and mechanisms required to comply with the Applicable Laws including broadcasting the necessary information to all those having access to the Place of Work, controlling and supervising all activities to ensure compliance and executing corrective measures resulting from non-compliant activities.
3. Governing Authorities, such as the WSIB, Ontario Ministry of Labour, Transport Canada, etc., may intervene with the Contractor. A Governing Authority may intervene on its own or in association with other Authorities and / or GO Transit. GO Transit may also ask Governing Authorities to intervene as required to ensure compliance under their respective jurisdiction.

8.4 - Contractor Safety Information Flow

Documentation Type	Action	By Who?	TO Who?	Timelines
Safety Policy & Program	Copy to GO	Contractor	PC/SS	With tender/Annually
Site Specific Safety Plan	Copy to GO/file	Contractor	PC/SS	14 days before start of Work
Training Records	Copy to GO/file	Contractor	PC/SS	as requested
Inspection Certificates Lifting/ Handling Eqpt.	Copy to GO/file	Contractor	PC/SS	as requested
Start-Up meeting minutes	Copy to GO/file	Consultant	PC/SS	Within 5 days after meeting
Job Briefing Forms	File	Contractor	PC/SS	as requested
Orientation Register	File	Contractor	PC/SS	as requested
Emergency contact list (with Site Specific Safety Plan)	Copy to GO/file Posted on Site	Contractor	PC/SS	48 hrs before start of Work
Utility Locates	Owner	Contractor	PC/RLWY	7 days prior to start of Work
Hazard Reports	Copy to GO/file	Contractor	PC/SS	as required

Documentation Type	Action	By Who?	TO Who?	Timelines
Inspection Reports	File on Project	Contractor	upon request monthly by PC/SS	monthly
Accident Reports	Copy to GO/file	Contractor	PC/SS	immediately to 24 hrs after event - 21 days for close-out report
JHSC Meeting Minutes	Copy to GO/file	Contractor	PC/SS	monthly or as required by regulation
Compliance Observations	Copy to GO/file	PC/SS/ Contractor	PC/SS	based on project scope(monthly/quarterly)
Corrective Actions Taken	Copy to GO/file	Contractor	PC/SS	as stipulated in request
Sign in log book	Copy to GO/file Posted on Site	Contractor	PC/SS	Weekly review

PC = GO Project Coordinator / Consultant

SS = System Safety

RLWY = CN / CP / TTR

8.5 - Construction Site Security

Since GO Transit's construction projects deal with critical, direct or indirect transportation infrastructure, it is a subject to service disruption and / or civil security. This interference can be triggered by an intentional or accidental act. Additionally, and to comply with Transport Canada security guidelines, as well as to reduce construction equipment thefts, GO Transit recommends a number of specific security requirements to be applied to the projects, based on the security hazard:

1. **Visible Identification**

The Contract Documents shall set out the required Employees identification measures on each project based on the level of security risk determined by GO Transit.

All Employees on GO Transit projects shall follow the required security measures. This affords the Contractor the ability to easily identify and challenge individuals who do not belong at the Place of Work.

2. **Sign in/out logs**

The Contractor to maintain an accurate up to date sign in/out log located at the entrance checkpoint. These logs shall be supplied to GO Transit upon request.

3. **Key Controlled lockable gates and construction hoarding**

Wherever possible, construction hoarding shall be erected to limit accessibility to the Place of Work to one (1) designated entrance point. This provides for a single point of entry requiring all who work or visit to report to the entrance checkpoint to sign in.

Entrance to stairwells, tunnels, and other designated areas under construction, shall be secured in a manner acceptable to GO Transit at all times when the Contractor does not have employees at the Place of Work.

4. **Security Personnel**

Where required by the Contract, the contractor shall provide security personnel at the entrance checkpoint.

5. **Security Signage**

All projects shall have GO Transit approved security signage. These signs will be of high visibility type indicating that the site is private property and trespassers will be prosecuted.

6. **Suspicious Activities / Articles**

Any suspicious activities and / or unattended articles, packages of unknown origin should be immediately reported to:

GO Transit Control Center1.416.601.2174

Transit Safety Dispatch1.877.297.0642
905.803.0642

CN Railway.....1.800.465.9239

CP Railway1.800.716.9132

Remember:

‘If you see something, say something’

<u>Basic:</u> Routine day to day business.	<div>BLUE</div>
<u>Low:</u> (Increased Vigilance) Authorized by the Manager of the affected department or by any supervisor in the department on duty in place of the Manager, where there is a potential or indirect threat to GO Transit. → Staff should be more aware of their surroundings, including who or what maybe be within that environment.	<div>YELLOW</div>
<u>Medium:</u> (Precautionary Measures) Authorized by the Manager of the affected department or the Director of the affected division, when a threat is perceived to exist against GO Transit. → Staff should maintain vigilance; escort all visitors and contractors from the workplace and screen all deliveries.	<div>ORANGE</div>
<u>High:</u> (Maximum Measures) Authorized by the Managing Director, when GO Transit in whole or in part is subject to a direct threat that is imminent or underway. → All GO Transit operations have ceased. No visitors/contractors allowed on site and only deliveries essential to our operations will be allowed.	<div>RED</div>

9.1 - Safety Management System

The GO Transit Safety Management System (SMS) - August 2014 v. 1.0 can be found in the GO Transit MY Linx Web page at <http://mylinx/sites/Safety/en/System/Pages/Safety-Management-System.asp>

9.2 - Metrolinx as a “Constructor”

1. USRC-CMO Construction Safety Management Program

9.3 - Willowbrook Maintenance Facility

1. Willowbrook Maintenance Facility, Contractor Safety Requirements
2. Bombardier OP-W-11-003 – Blue Signal Regulation –

9.4 - Environmental Management System

The GO Transit Environmental Management System (ENV-MS) The GO-Env-M001 Environmental Management System Manual can be found in the GO Transit MY Linx Web page at <http://mylinx/sites/Safety/en/System/Pages/Environmental-Management-Plan.aspx>

1. ENV-GO-R201 Spill Prevention & Contingency Plan

9.5 - Station Operations

1. SO-0205-01 Platform Protection Procedures

9.6 - Regulatory Requirements

1. *Occupational Health and Safety Act* R.S.O. 1990, c 0.1.
 - a) Ontario Regulation 851 Industrial Establishments
 - b) Ontario Regulation. 213/91 Construction Projects
2. Canada Labour Code, Part II
 - a) Canada Occupational Health and Safety Regulations
3. *Workplace Safety & Insurance Act*, 1997
4. *Building Code Act*, S.O.. 1992, CHAPTER 23
 - a) And applicable municipal by-laws
5. *Environmental Protection Act* R.S.O. 1990
6. *Railway Safety Act* (1985, c. 32 (4th Supp.))
7. Ontario Fire Code 2007

9.7 - Transport Canada (www.tc.gc.ca)

9.8 - Ministry of Transportation Ontario (www.mto.gov.on.ca)

9.9 - Canadian National Railway (www.cn.ca)

- Safety Guidelines for Contractors September 2013
- Operating Manual

9.10 - Canadian Pacific Railway (www.cpr.ca)

- Minimum Safety Requirements for Contractors working on CP Property in Canada 2010

9.11 - Infrastructure Health & Safety Association (www.ihsa.ca)

- Includes the Transportation Health & Safety Association, Electrical & Utility Safety Association, Construction Health & Safety Association

9.12 - Industrial Accident Prevention Association (www.iapa.ca)

9.13 - Ontario General Contractors Association (www.ogca.ca)

- Safety Policy and Reference Manual

9.14 - Construction Safety Engineering Principles

David V. MacCollum, McGraw Hill, Dec 2006

9.15 - The Canadian Standards Association (www.csa.ca)

9.16 - *Fire Protection and Prevention Act* The Ontario Fire Code (www.ofm.gov.on.ca)

9.17 - National Fire Protection Association (www.nfpa.org)

- 10.1 GO Transit Reporting Forms
 - 10.1.1 Job Briefing Forms 0593-09
 - 10.1.2 Incident Report Form
- 10.2 Hot Work Permit Form – 0565-14
Hot Work Permit Guidelines – 0566-14
- 10.3 Confined Space Entry Permit – 0169-12
- 10.4 Spill Report
Consult Go Transit Spill Prevention & Contingency Plan
ENV-GO-R201

Attached Forms are recommended templates for effective communication. Contractor specific forms may be substituted provided that they are acceptable by GO Transit and fulfill the required purpose.

Other forms for project specific activities can be developed and / or approved by the Office of System Safety upon request.

Confirm attached form's latest revision level before use

.

10.1.1 - Job Briefing Form



Job Briefing Record

Fill out the appropriate areas before starting the job briefing. Note any safety concerns raised and steps taken to address them. All personnel must review and sign the form before starting work.

Station Name:	Sub:	Mile:
----------------------	-------------	--------------

Describe work being done:
Track(s) affected:

☐ Light Equipment
 ☐ Heavy Equipment
 ☐ Other (explain) _____

TRACK PROTECTION to be used:

☐ Track Occupancy Permit
 ☐ Safety Watch
 ☐ Other (explain) _____

Protecting Person: _____
 (Print Name) (Signature)

Safety Watch: _____
 (Print Name) (Print Names of Relief & Times)

Safety Watch to be located:
Safety Warnings: ("Clear the Track")
Clearing Location:
Other Considerations:

I was present at the Job Briefing and understand the safety requirements for the tasks assigned.
--

Date: dd/mm/yy	Conducted by:	Signature
----------------	---------------	-----------

Retain on file and send completed copy to System Safety as directed.

0593-15 (Feb 2015)



A Division of Metrolinx

Incident Report

(To be completed by GO Transit employees **ONLY**)

Page 1 of _____

Type of Incident:
☐ **Bus** ☐ **Train** ☐ **Personal/Property**

Reference no.	Incident Time	Incident Date
Incident Location (specify)		
<input type="checkbox"/> Inside Station <input type="checkbox"/> Bus Platform <input type="checkbox"/> Outside Station <input type="checkbox"/> Rail Platform <input type="checkbox"/> Parking Lot		

Bus/Train no.	Trip no.	Coach no./location of coach-rail	Travelling from: _____ To: _____
---------------	----------	----------------------------------	----------------------------------

Incident Location (check one or more of the following):**Bus**

- ☐
- Boarding
-
- ☐
- On-Board
-
- ☐
- Exiting

Train

- ☐
- Boarding
-
- ☐
- On-Board -
- ☐
- Locomotive end
-
- ☐
- Exiting
- ☐
- Washroom end
-
- ☐
- Lower level
-
- ☐
- Mezzanine
-
- ☐
- Upper level
-
- ☐
- Other - specify: _____

Station / Terminal / Bus Stop

- ☐
- Concourse/waiting area
- ☐
- Parking lot
- ☐
- Sidewalk
-
- ☐
- Elevator
- ☐
- Pedestrian bridge
- ☐
- Stairway
-
- ☐
- Escalator
- ☐
- Platform
- ☐
- Tunnel
-
- ☐
- Mezzanine
- ☐
- Shelter
- ☐
- Washroom
-
- ☐
- Other - specify: _____

Describe incident/exact location: _____

Type of Incident

☐ Additional information on back

Was Bus/Train moving at time of incident? <input type="checkbox"/> No <input type="checkbox"/> Yes	Was the emergency strip used? <input type="checkbox"/> No <input type="checkbox"/> Yes	Was the train between stations?, If so what stations? <input type="checkbox"/> No <input type="checkbox"/> Yes
---	---	---

What was the condition of the coach where the accident occurred?

How soon after the incident did you inspect the premises?

Specify minutes:

Did you find:

☐ Area clear ☐ Ice ☐ Snow ☐ Slush ☐ Water ☐ Litter ☐ Defect ☐ Obstacle ☐ Other: _____

Describe ground conditions:

Complete a separate form for each individual

Passenger / Victim	<input type="checkbox"/> Mr <input type="checkbox"/> Mrs <input type="checkbox"/> Ms		Surname		Given name		Sex <input type="checkbox"/> M <input type="checkbox"/> F					
	Address - include street number and name						City/Town		Postal Code			
	Home telephone number			Business telephone number			Driver's licence number			Vehicle plate		
	Vehicle make / model / colour				Insurance company				Policy number			
	Did person require immediate medical attention? <input type="checkbox"/> No <input type="checkbox"/> Yes						Did person report the incident to any on-board personnel? <input type="checkbox"/> No <input type="checkbox"/> Yes Name/Badge No.: _____					
	Other information / injuries - describe specific details on reverse side of form.											

Witness

Were you an eye witness to the incident? <input type="checkbox"/> No <input type="checkbox"/> Yes	GO Employee? <input type="checkbox"/> No <input type="checkbox"/> Yes (specify work location)
Name	Name
Address - include street number and name	Address - include street number and name
City/Town	City/Town
Postal Code	Postal Code
Home telephone number	Business telephone number
Home telephone number	Business telephone number

Action Taken

Emergency assistance called: <input type="checkbox"/> Police <input type="checkbox"/> Fire / Emergency <input type="checkbox"/> Ambulance <input type="checkbox"/> Other (specify): _____					
Police officer #1		Badge number		Division	
Police officer #2		Badge number		Division	
Charges laid, against who (specify): _____					
Was medical aid provided? <input type="checkbox"/> No <input type="checkbox"/> Yes (describe): _____					
Ambulance number			Hospital		

0193-10

Complete all information on back page

Incident Report

Page 2 of _____

Reference no.	Incident Time	Incident Date
Incident Location (<i>specify</i>)		<input type="checkbox"/> Inside Station <input type="checkbox"/> Bus Platform <input type="checkbox"/> Outside Station <input type="checkbox"/> Rail Platform <input type="checkbox"/> Parking Lot

Description of incident: _____

Additional Pages attached ☐ Yes ☐ No

Please put additional comments on separate page, and number the added pages

Passenger / Victim - Details / injuries - describe: _____

Type of build: ☐ small ☐ medium ☐ large Approximate weight: _____ Approximate age: _____

Description of clothing / shoes: _____

Glasses? ☐ Yes ☐ No Was person carrying parcels, bags, etc.? ☐ No ☐ Yes - specify: _____

Did the person make any statements? ☐ No ☐ Yes - specify: _____

To be completed by GO Employee

 Additional information attached: ☐ CSR ☐ Comments ☐ Other (*specify*):
 Forwarded Original to: ☐ Claims Copies to: ☐ Supervisor ☐ Transit Enforcement ☐ Other (*specify*):

Employee name (<i>Please Print</i>)	Employee no.	Work location
Employee signature	Date completed	Time completed



Hot Work Permit Guidelines / Checklist

The "Hot Work Permit" is required for any "Hot Work" performed out of designated areas, indoors or outdoors, involving open flames or producing heat and/or sparks.

This includes but is not limited to: Brazing, Cutting, Grinding, Soldering, Thawing Pipe, Torch Applied Roofing and Welding

- Step 1: Complete the "Identification" section (Supervisor, Contractor or Hot Work Operator)
 Step 2: Complete the "Timeline" section (Contractor/Hot Work Operator and Firewatches)
 Step 3: Complete "Checklist", Review Permit, Assign Permit Number, Sign (Hot Work Authority/Consultant)
 Step 4: Post the "Hot Work Permit" on site (Supervisor, Contractor)
 Step 5: After work is complete remove the 'Hot Work Permit' and return it to Hot Work Authority (Supervisor/Contractor)
 Step 6: Hot Work Authority to forward to GO Transit Facility Manager and/or Project file. Copy to remain at project location for review

NOTE: In the event of fire at project locations initiate the Site Emergency Response Plan.
 For GO Transit Facilities activate the nearest Fire Alarm Pull Station

Emergency Response	Control Center	Security
--------------------	----------------	----------

Checklist: Mark boxes "Y" if safety measure is required and in place.
 Mark boxes "N" if safety measure is not required.

General Requirements

- ☐ Personnel must have reviewed "Hot Work Procedures".
- ☐ Hot work must be performed by qualified persons.
- ☐ Hot work equipment must be in good condition.
- ☐ In order to eliminate any possible explosive atmosphere, any area or container must have been cleared of all flammable liquids and vapors, dust, lint, and oily deposits.
- ☐ Available sprinklers, hose streams, fire extinguishers must be in service/operable.
- ☐ This permit must be posted adjacent to the work area.
- ☐ Warning signs must be posted in the immediate area.

Personal / Public Safety Equipment

- ☐ Portable screens must be used in public areas.
- ☐ Aprons, welding helmet with visor, and gloves where applicable must be used.

Other Precautions Taken

- ☐ Zone bypass of the fire alarm panel, or Sprinkler System.
- ☐ Covering of smoke detector(s) or sprinkler heads.
- ☐ Portable smoke extractor used indoors.

Fire Watch / Area Monitoring

- ☐ A fire watch has been assigned to watch for dangerous sparks in the area as well as in the floors above and below, and in adjacent areas as required.

- ☐ Fire watch must be provided during and for a minimum of 30 minutes after completion of the work, including any coffee or lunch breaks.
- ☐ Fire watch must be provided with suitable portable fire extinguishers/fire hoses and is appropriately trained.
- ☐ Hot work area must be monitored periodically for up to 4 hours after the job is completed by a fire watch, co-ordinator (or designate), or Security.

Specific requirements within 11 m (35 ft) of work

- ☐ Flammable liquids and vapours, dust, lint, and oily deposits must be removed.
- ☐ Explosive atmosphere in the area must be eliminated.
- ☐ Atmosphere is properly monitored and ventilation required for Confined Space.
- ☐ Combustible floors must be covered with fire resistant tarpaulins.
- ☐ Other combustibles must be relocated where possible or otherwise protected with fire-resistant tarpaulins or metal shields.
- ☐ Wall and floor openings must be covered; fire resistant tarpaulins must be suspended beneath.

Work on walls / ceilings

- ☐ Construction is non-combustible and without combustible covering or insulation.
- ☐ Combustibles on the other side of walls must have been adequately protected or removed.

Hot Work Authority: <i>(Print Name)</i>	Permit Number
Signature	Date

0566-14

Original - Work Site

Copy - Plant Maintenance / Project Manager



Hot Work Permit

Identification	<input type="checkbox"/> Contractor Company Name <input type="checkbox"/> GO Transit Shop / Department		Permit No.
	Date of Issue		
	Applicable to all operations involving heat, such as: Arc/Gas Welding, Cutting, Torches, Brazing, Gas Heating, abrasive grinding and cutting.		
	Hot Work Operator: <i>(Print name)</i>		Fire Watch: <i>(Print name)</i>
	Task Description:		
	Process, Tools or equipment utilized?		
	Where are the exact locations where the tasks will be done?		
This permit is valid: From _____ Time _____ DD / MM / YYYY To _____ Time _____ DD / MM / YYYY			

I have noted all provisions and will adhere to all standards and regulations so imposed.

Time Line	GO Transit Hot Work Authority: <i>(Please print)</i>			Project Number
	Signature			Date
	Contractor / Supervisor: <i>(Please print)</i>			
	Signature			Date
	30 Minute Fire Watch Completed	Time	Date (DD / MM / YYYY)	Signature
	60 Minute Fire Watch Completed	Time	Date (DD / MM / YYYY)	Signature
	4 Hour Fire Watch Completed	Time	Date (DD / MM / YYYY)	Signature

0565-14

Original - Work Site

Copy - Plant Maintenance / Project Manager



Confined Space Entry Permit

Date	Valid Time	Permit Number																																
Location and Description of Confined Space																																		
Purpose of Entry																																		
Entry Supervisor		Phone #																																
Hazards (Review the confined space, delete any hazard not potentially or actually present for that specific confined space.) <table border="0"> <tr> <td>Pre-Entry Readings</td> <td>Biological Material</td> <td>Engulfment</td> <td>Falling</td> </tr> <tr> <td>% of Oxygen _____</td> <td>Conflict</td> <td>Flying Particles/Liquid</td> <td>Lack of Oxygen</td> </tr> <tr> <td>% of LEL's 0 _____</td> <td>Electrical Current</td> <td>Light Extremes</td> <td>Moving Equipment/Parts</td> </tr> <tr> <td>Flammable/Combustibles _____</td> <td>Lapse of Consciousness</td> <td>Noise</td> <td>Panic</td> </tr> <tr> <td>Poisons & Toxics _____</td> <td>Muscular/Skeletal Stress</td> <td>Pressure</td> <td>Reactive Material</td> </tr> <tr> <td>Other: (Toxic, Noise, Temp. etc.) _____</td> <td>Structural Failure</td> <td>Temperature Extremes</td> <td>Vehicle Traffic</td> </tr> <tr> <td>_____</td> <td>Blocked Pathways</td> <td>Clutter</td> <td></td> </tr> <tr> <td>_____</td> <td>Corrosives</td> <td>Curiosity</td> <td></td> </tr> </table>			Pre-Entry Readings	Biological Material	Engulfment	Falling	% of Oxygen _____	Conflict	Flying Particles/Liquid	Lack of Oxygen	% of LEL's 0 _____	Electrical Current	Light Extremes	Moving Equipment/Parts	Flammable/Combustibles _____	Lapse of Consciousness	Noise	Panic	Poisons & Toxics _____	Muscular/Skeletal Stress	Pressure	Reactive Material	Other: (Toxic, Noise, Temp. etc.) _____	Structural Failure	Temperature Extremes	Vehicle Traffic	_____	Blocked Pathways	Clutter		_____	Corrosives	Curiosity	
Pre-Entry Readings	Biological Material	Engulfment	Falling																															
% of Oxygen _____	Conflict	Flying Particles/Liquid	Lack of Oxygen																															
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Other: (Toxic, Noise, Temp. etc.) _____	Structural Failure	Temperature Extremes	Vehicle Traffic																															
_____	Blocked Pathways	Clutter																																
_____	Corrosives	Curiosity																																
Gas Detector Operator	Unit ID Info	Time of Test																																
Hazard Management Requirements (Put a ✓ in the box for task completed or N/A in the box if the task is not necessary)																																		
Lockout Switches & Valves		Entrant to Attendant Communications																																
Blanking/Blocking of Pipes		Personal Protective Equipment																																
Depressurization of Pipes		Chemical Protective Clothing																																
Vehicle Barricades		Entrant Respiratory Protection																																
Pedestrian Barricades		Retrieval System w/ Rescuer PPE																																
Ventilation		First Aid & Packaging Equipment																																
Purging		Chocking of Mechanical/Moving Parts																																
Special Work Precautions		Lighting																																
Hot Work / High Temperature / Other:		Refreshing/Clean up/Decontamination System																																
Rescue Assignments																																		
Attendant	Retrieval System Set Up	Air System Monitor																																
Retrieval Personnel	Emergency Assistance	Contact Method																																

Certification

I certify that I have personally examined the confined space and am satisfied that all the particular requirements listed in the procedures have been met AND THAT THE SPACE IS FREE FROM HAZARDS AND WILL REMAIN FREE FROM HAZARDS, making it safe to enter. (DELETE THE CAPITALIZED STATEMENT BEFORE SIGNING IF STATEMENT IS NOT TRUE.)

(Signature of Evaluator)

(Print Name)

(Date)

Entrant Permit Review Acknowledgement

The Confined Space Permit for this job has been reviewed with me and I will undertake to follow the stipulated procedures for this job.

Entrant Name	Signature	Entrant Name	Signature

Facility Supervisors / Project Coordinators – File original at site and fax completed copy to Human Resources (416) 369-5742

0169-12 Page 1 of 2 (Nov 13)



Spills Report

Part I - Control Centre Communication Record

Reported to (name)		Office	
Reported by (name)		Office	
Location of spill (facility, track mile, street or other as appropriate)		Date & Time of Spill	
Material spilled		Est. quantity of spill or area impacted	
Initial action taken			
Has source of spill been curtailed? <input type="checkbox"/> Yes <input type="checkbox"/> No Has all material been contained? <input type="checkbox"/> Yes <input type="checkbox"/> No Has spill occurred in public area? <input type="checkbox"/> Yes <input type="checkbox"/> No Potential migration off-site or to a watercourse? <input type="checkbox"/> Yes * <input type="checkbox"/> No			
SAC notified? *		MOE Incident No. assigned	
<input type="checkbox"/> Yes <input type="checkbox"/> No Person's name		Time notified <input type="checkbox"/> AM <input type="checkbox"/> PM HR MIN	
Supervisor notified?		Time notified <input type="checkbox"/> AM <input type="checkbox"/> PM	
<input type="checkbox"/> Yes <input type="checkbox"/> No Person's name		HR MIN	

* MOE Spills Action Centre notification required for any spill to the natural environment of abnormal quantity or quality: 1-800-268-6060

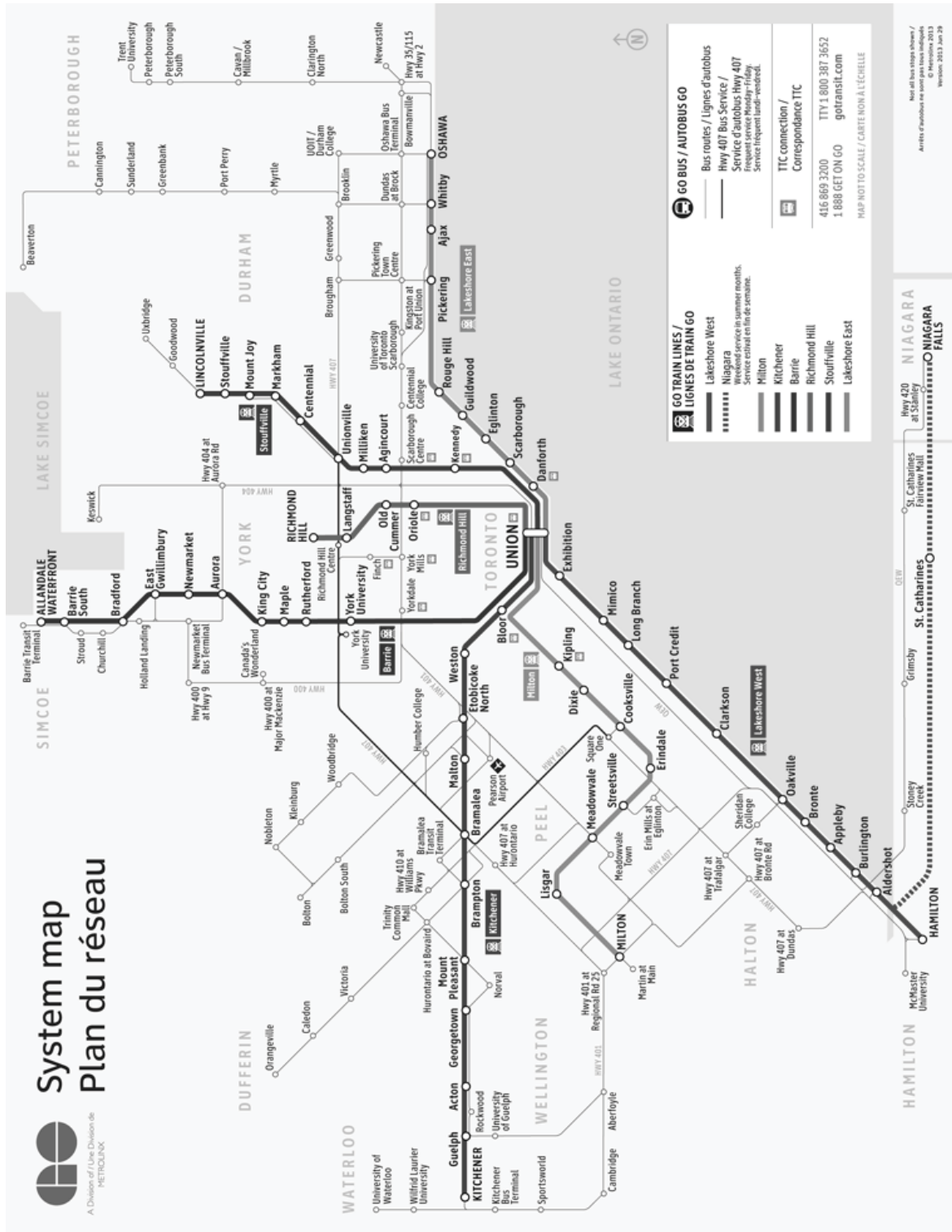
Part II

Specific area of spill	
Description of incident	
Materials involved	
MSDS available?	Was container labelled?
<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
Equipment involved	
Actual or potential property damage	
Actual or potential environmental impact	
Actual or potential Health / Safety impact	
Cause of spill (include details of main cause and factors contributing to spill severity, control / clean-up limitations etc.)	
Actions Taken	

Personnel on Site				Time of Arrival		
Supervisor				Time HR	MIN	<input type="checkbox"/> AM <input type="checkbox"/> PM
Spills Response	Team members			Time HR	MIN	<input type="checkbox"/> AM <input type="checkbox"/> PM
	Team members			Time HR	MIN	<input type="checkbox"/> AM <input type="checkbox"/> PM
	Team members			Time HR	MIN	<input type="checkbox"/> AM <input type="checkbox"/> PM
	Team members			Time HR	MIN	<input type="checkbox"/> AM <input type="checkbox"/> PM
MOE representative, if present				Title	Phone No.	Time HR MIN <input type="checkbox"/> AM <input type="checkbox"/> PM
Others on Site	Name			Representing		Time HR MIN <input type="checkbox"/> AM <input type="checkbox"/> PM
	Name			Representing		Time HR MIN <input type="checkbox"/> AM <input type="checkbox"/> PM
	Name			Representing		Time HR MIN <input type="checkbox"/> AM <input type="checkbox"/> PM
	Name			Representing		Time HR MIN <input type="checkbox"/> AM <input type="checkbox"/> PM
Clean-up Details	Method of material containment and spills supplies used					
	Method of disposal					
Quantity & type of wastes generated		Was waste manifested? <input type="checkbox"/> No <input type="checkbox"/> Yes	Waste Gen. No.	Manifest No.	Date of waste shipment D M Y	
Cost of disposal In-house External		Disposal contractor			Date of completion D M Y	
Comments and recommendations						
Photo's attached: <input type="checkbox"/> Yes <input type="checkbox"/> No Additional information attached: <input type="checkbox"/> Yes <input type="checkbox"/> No						
Supervisor's signature					Date of completion D M Y	
Manager's signature (required for MOE Reportable Spills only)					Date of completion D M Y	

Important: Send completed form, associated correspondence & reports to System Safety at: systemsafety@gotransit.com

0243-14 (Page 2 of 2)















Excavator Hand Signals









Load Up 1	Load Down 2	Swing Left 3	Swing Right 4
Turn Left 5	Turn Right 6	Travel 7	This Far To Go 8
Everything Slow 9	Stop Engine 10	Stop 11	Emergency Stop 12
Boom Up 13	Boom Down 14	Telescope in 15	Telescope Out 16
Dipper In 17	Dipper Out 18	Counter Rotate 19	Counter Rotate 20
Open Bucket 21	Close Bucket 22	Dog Everything 23	 IHSA.ca <i>Work Safe for Life</i> 5110 Creekbank Road, #400 Mississauga, ON L4W 0A1 1-800-263-5024 905-625-0100 V015

No response should be made to unclear signals!

12 Crane Hand Signals

 <p>HOIST With upper arm extended to the side, forearm and index finger pointing straight up, hand and finger make small circles.</p>	 <p>LOWER With arm and index finger pointing down, hand and finger make small circles.</p>	 <p>USE MAIN HOIST A hand taps on top of the head. Then regular signal is given to indicate desired action.</p>	 <p>USE WHIPLINE (Auxiliary Hoist) With arm bent at elbow and forearm vertical, elbow is tapped with other hand. Then regular signal is used to indicate desired action.</p>
 <p>BOOM UP With arm extended horizontally to the side, thumb points up with other fingers closed.</p>	 <p>BOOM DOWN With arm extended horizontally to the side, thumb points down with other fingers closed.</p>	 <p>MOVE SLOWLY A hand is placed in front of the hand that is giving the action signal. (Hoist slowly shown in example.)</p>	 <p>SWING With arm extended horizontally, index finger points in direction that boom is to swing.</p>
 <p>BOOM DOWN AND RAISE THE LOAD With arm extended horizontally to the side and thumb pointing down, fingers open and close while load movement is desired.</p>	 <p>BOOM UP AND LOWER THE LOAD With arm extended horizontally to the side and thumb pointing up, fingers open and close while load movement is desired.</p>	 <p>STOP With arm extended horizontally to the side, palm down, arm is swung back and forth.</p>	 <p>EMERGENCY STOP With both arms extended horizontally to the side, palms down, arms are swung back and forth.</p>

Crane Hand Signals

 <p>TRAVEL With all fingers pointing up, arm is extended horizontally out and back to make a pushing motion in the direction of travel.</p>	 <p>DOG EVERYTHING Hands held together at waist level.</p>	 <p>TRAVEL (BOTH TRACKS) Rotate fists around each other in front of body; direction of rotation away from body indicates travel forward; rotation towards body indicates travel backward. (For crawler cranes only)</p>	 <p>TRAVEL (ONE TRACK) Indicate track to be locked by raising fist on that side. Rotate other fist in front of body in direction that other track is to travel. (For crawler cranes only)</p>
 <p>TELESCOPE OUT (TELESCOPING BOOMS) With hands to the front at waist level, thumbs point outward with other fingers closed.</p>	 <p>TELESCOPE IN (TELESCOPING BOOMS) With hands to the front at waist level, thumbs point at each other with other fingers closed.</p>	 <p>TELESCOPE OUT (TELESCOPING BOOMS) One hand signal. One fist in front of chest with thumb tapping chest.</p>	 <p>TELESCOPE IN (TELESCOPING BOOMS) One hand signal. One fist in front of chest, thumb pointing outward and heel of fist tapping chest.</p>

Notes

Notes

[illegible]

Notes

[illegible]

Contract Prices

= Data Entry Cells for Contractors

TENDER NUMBER

PT-2018-RBEX-614

SUBMISSION BY:

(Full Legal Name of Company or Individual)

(Address)

(Phone No.)

(E-mail Address)

VENDOR'S H.S.T NUMBER

The table below is numbered, under the "Item No." column, to correspond with the following years of work:

- A. YEAR ONE (1) (NOVEMBER 15, 2018 TO APRIL 15, 2019)
- B. YEAR TWO (2) (NOVEMBER 15 , 2019 TO APRIL 15, 2020)
- C. YEAR THREE (3) (NOVMEBER 15, 2020 TO APRIL 15, 2021) (OPTION EXERCISABLE AT METROLINX’S SOLE DISCRETION)
- D.

					Vendor Name	
Item No.	Description	Unit of Measure Lump Sum	Year 1 (Lump Sum Totals)	Year 2 (Lump Sum Totals)	(option) Year 3 * (Lump Sum Totals)	(option)Year 4 * (Lump Sum Totals)
1	Snow and Ice Management Program for the Whitby Maintenance Facility. The lump sum price will include: DLA and Pre-Wet Salting and all snow clearing and snow removal as directed by Metrolinx. Refer to the Whitby Snow Removal Delineation drawing included in the tender.	1	\$298,200.00	\$298,200.00	\$298,200.00	\$298,200.00
TOTAL CONTRACT PRICE						\$1,192,800.00
13% Harmonized Sales Tax (H.S.T.) Amount						\$155,064.00



Hwy of Heroes

401

Hwy of Heroes

Victoria St E

22

Victoria St E

Victoria St E

Hopkins St

S Blair

Hopkins St

da Ltd

- Salt Dome storage area
- Large snow accumulation areas
- Small snow accumulation areas
- Equipment Storage Areas