

METROLINX THIRD PARTY WORK PERMIT APPLICATION

At Metrolinx, safety never stops and is paramount for all works conducted within, over, under and or adjacent to, a Metrolinx railway right-of-way. Safety is the top priority, will take precedence over schedules or deadlines, and is the foundation of how all activities are planned and executed. All personnel working on Metrolinx property must be unconditionally committed to safety first, and abide by Metrolinx safety requirements at all times.

METROLINX EMERGENCY REPORTING REQUIREMENTS

All third party contractors working within, over, under, and in some cases adjacent to, a Metrolinx railway right-of-way, must immediately report all emergencies. All third party proponents must immediately report all incidents, accidents, near misses, critical injury and property damage.

The following emergency call procedure is to be followed when reporting emergencies and can also be found on your Personal Track Safety (PTS) training card, which must be carried at all times when working on Metrolinx property.

Does the emergency affect train movement or on-track personnel?

Yes - Call the RTC Manager Emergency Line at 416-681-9700.

No – Call the Rail Operations Controller in the NOC at 416-601-2174.

- **Start the call with** – “This is an Emergency Call.”
- **Identify** – Your name, role, company and location (railway subdivision and mileage, nearest main crossroads / access point or gate).
- **State the Emergency** – What is the emergency and what assistance is required?

Other Agencies may also require reporting due to the nature of the occurrence. It is the responsibility of the contractor to be aware of reporting requirements to the following:

1. Ontario Workplace Safety and Insurance Board (WSIB) – 1-800-387-0750
2. Ontario Ministry of Labour (MOL) – 1-877-202-0008
3. Ontario Ministry of Environment and Climate Change (MOECC) – 1-800-565-4923
4. Spills Action Center (SAC) – 1-866-663-8477
5. Technical Standards and Safety Authority (TSSA) – 1-877-682-8772
6. Electrical Safety Authority (ESA) - 1-877-372-7233

SECTION A: Application Instructions and Fees

1. All parties (in each case, an “**Applicant**”) wishing to complete work on, under, over and/or adjacent to Metrolinx owned property, rail corridor and/or right-of-way (in each case, a “**Railway Corridor**”) must complete the work permit application, as follows:
 - a. Complete Section “B” titled, “Applicant and Work Information”;
 - b. Review Terms and Conditions set out in Section “C”;
 - c. Initial each page of the work permit application and sign as required by Section “D”;

- d. Review the Instructions to Excavators for the Protection of Underground cables document, attached as Schedule “A” (as applicable);
- e. Review the Safety Requirements for Non-Metrolinx Personnel set out in Schedule “B”; and
- f. Remit the completed work permit application package including the Work Plan (defined below) together with the non-refundable work permit application fee.

(together, the “**Work Permit Application**”)

2. A complete Work Permit Application package shall be returned, as follows:

Metrolinx
 c/o Mr. Manan Raval
 AECOM Canada Ltd.
 5090 Explorer Drive, Suite 1000
 Mississauga, ON L4W 4X6
 email: Manan.Raval@aecom.com

(the “**Metrolinx Representative**”)

3. A non-refundable Work Permit Application fee made payable to **AECOM Canada Ltd.** (unless otherwise instructed) is required prior to Metrolinx Representative proceeding with its review of any Work Permit Application. The fee is decided based on the type of work and scope of review as per the Table A provided below:

TABLE A: AECOM Review Fees	
Review Fee	Type of Work
\$1,200 + HST	<ul style="list-style-type: none"> • Minor works such as visual inspection, topographic survey, site access, site walk, etc.; • Works carried using hand tools only on foot with no equipment.
\$4,000 + HST	<ul style="list-style-type: none"> • Intermediate works such as underground crossings (i.e. less than 200mm dia. By HDD only), overhead crossings, geotechnical/SUE investigation of minor nature, etc. • Works carried using equipment (works that are minor in nature).
Estimate – Level of Effort (LOE) based on the type of work	<ul style="list-style-type: none"> • All other major works.

4. All railway flagging protection will be at the Applicant’s expense, at the following rates (subject to change):
 - a. \$1,600 + HST Monday to Friday, per eight (8) hour shift or any portion thereof, per representative;
 - b. \$2,200 + HST Saturday, per eight (8) hour shift or any portion thereof, per representative;
 - c. \$2,500 + HST Sunday & Holiday, per eight (8) hour shift or any portion thereof, per representative; and

- d. An overtime rate of \$500 + HST, per hour, will apply for track protection over and above 8 hours per shift, per representative.

The level of railway flagging protection will be identified upon review of the Work Permit Application. A cheque (or acceptable funding authority from government agencies) to cover these costs, made payable to **Metrolinx** is required prior to work commencing. A minimum of ten (10) working days' notice is required after Work Permit Application approval and in advance of the work date(s) requested to allow for the arrangement of railway flagging protection.

5. Locates must be obtained prior to all disturbances to the ground or horizontal structure (e.g. platforms). Locates are required for Metrolinx railway signals, CN fibre optic cables as well as public utilities. Metrolinx railway signal locates will be completed by Metrolinx or its contractor(s) at the Applicant's expense. It is estimated that these costs will be \$1,600 + HST (subject to change) per railway signal locate request unless Metrolinx Signals and Communications personnel are required to remain at the job site for an extended period, in which case the actual cost will be higher. A minimum of ten (10) working days' notice is required after Work Permit Application approval and in advance of the work date(s) requested to allow Metrolinx and/or its contractor(s) to arrange for railway signal cable locates. A cheque (or acceptable funding authority from government agencies) to cover these costs, made payable to **Metrolinx** will be required. It is the responsibility of the Applicant to arrange for, and pay any applicable costs of, locates of all other company's utilities, including but not limited to CN fibre (to arrange locates of their fibre optic cables on the Railway Corridor) and Ontario OneCall.

IMPORTANT: All cheques (irrespective of whether they are made payable to AECOM Canada Ltd. or Metrolinx) are to be sent for handling to:

AECOM Canada Ltd.

5090 Explorer Drive, Suite 1000 (10th Floor)

Mississauga, ON L4W 4X6

Attn: Metrolinx Representative

Please note, for any Metrolinx railway signal locates required within the USRC subdivision, the Applicant must directly contact Toronto Terminals Railway Co. Ltd. (TTR) at locaterequests@metrolinx.com. Be advised, no funds will need to be submitted to Metrolinx as billing will be directly between the Applicant and TTR for the request Metrolinx railway signal locates. Be advised, during the review process and based on the location, Metrolinx Representative and Metrolinx Project Manager will advise further on obtaining other applicable railway signal locates (i.e., CN Connecting Track, PNR, etc.).

6. Depending on the nature of the work, Metrolinx may, at its sole discretion, require a pre-construction and/or post-construction survey to be completed. Any such survey shall be at the sole cost and expense of the Applicant and may need to be performed by a land surveyor registered in the Province of Ontario.
7. Utility companies requiring relocation of existing facilities on, over or beneath the Railway Corridor will require new or amended Utility (Pipeline / Wire) Crossing Agreements. The utility companies may coordinate directly with the Metrolinx

Representative regarding these agreements.

8. Any requirements for permanent real estate interests (e.g., proposed permanent and temporary easements) shall be coordinated with the assigned Metrolinx Project Manager for Third Party Projects Review prior to construction.
9. A work plan methodology for work planned on, under, over and/or adjacent to the Railway Corridor must be submitted by the Applicant as part of its Work Permit Application. The work plan methodology shall incorporate:
 - a. Work location, access, and site plan;
 - b. Schedule of works, including anticipated hours of work;
 - c. Working from heights plan, if applicable;
 - d. Means and Methods including any staging (step-by-step procedure);
 - e. List of tools and equipment (with specifications);
 - f. Emergency action plan; and
 - g. Any other details pertinent to the intended work and/or reasonably requested by Metrolinx or the Metrolinx Representative.

(the “**Work Plan**”)

10. Metrolinx aims to review all complete Work Permit Application submissions within thirty (30) working days; however, Metrolinx makes no guarantee as to the turnaround time. Where Work Permit Applications are incomplete or otherwise require subsequent revisions Applicants should anticipate a longer review period.
11. An Applicant will only be permitted to enter on, under, over and/or adjacent to the Railway Corridor where:
 - a. An Applicant’s Work Permit Application has been approved by the Metrolinx Representative;
 - b. All applicable fees, including the application fee, railway flagging protection fees, and railway signal locates fees have been paid;
 - c. All personnel intending to enter the Railway Corridor have completed the applicable railway training courses, as further set out in Schedule “B”;
 - d. An Applicant has obtained the necessary insurance and provided evidence of same to Metrolinx, as is further set out in Section “C”; and
 - e. All applicable agreements pertaining to the Work Permit Application are fully executed.

**For Metrolinx Use Only**

Sub: _____

Mile: _____

Road: _____

Permit #: _____

SECTION B: Applicant and Work Information**APPLICANT/COMPANY:** _____**ADDRESS:**_____

_____**PHONE NO.:** _____**EMAIL:** _____**NAME OF ANY CONTRACTOR(S) AND/OR SUBCONTRACTOR(S) TO THE APPLICANT (IF APPLICABLE):**_____

_____**FIELD CONTACT:** _____**FIELD CONTACT MOBILE PHONE NO.:** _____**BRIEF DESCRIPTION AND LOCATION OF WORK (including details of all ground or horizontal surface disruptions on the Railway Corridor):**_____

The Applicant shall include as part of its Work Permit Application submission full details of their Work Plan including, but not limited to, the following construction procedures and documents:

- a. **Means and Methods** – The Applicant shall develop a detailed submission indicating the progression of work with specific times when tasks will be performed during the project. This submission may require a walkthrough at which time Metrolinx and / or its representative will be present. Work will not be permitted to commence until the Applicant has provided the Metrolinx Representative with a satisfactory Work Plan. Provide a listing of the anticipated equipment to be used, the location of all equipment to be used and insure a contingency plan of action is in place should a primary piece of equipment malfunction. All work in the vicinity of Metrolinx property that has the potential of affecting Metrolinx train operations must be submitted and approved by Metrolinx prior to work being performed. This submission will also include a detailed narrative discussing the coordination of project safety issues between the Company, Metrolinx and any necessary railway flagging personnel. The narrative shall address

project level coordination and day to day, specific work operations including equipment operations, repair plans, and temporary works.

- b. **Construction Schedule** – Submit a detailed construction schedule for the Term of the project clearly indicating the time periods while working on, under, over and/or adjacent to the Railway Corridor. As the work progresses, this schedule shall be updated and resubmitted as necessary to reflect changes in work sequence, duration and method, etc.
- c. **Emergency Action Plan** – Develop an emergency action plan indicating the location of the site, contact numbers, access to the site, instructions for emergency response and location of the nearest hospitals. This plan should cover all items required in the event of an emergency at the site including fire suppression. Coordinate the Emergency Action Plan with the safety related discussion of the Means and Methods submission discussed above. The plan should also include a method to provide this information to each project worker for each day on site.

The Applicant must also submit, as applicable, its plans for track protection, work scaffolding, formwork construction, formwork removal, shoring, falsework and equipment placement.

All submissions (i.e. design drawings, shop drawings, engineering work plans, monitoring plans, reports...etc.) shall, where applicable, be stamped and signed by a Professional Engineer licensed to practice in the Province of Ontario. Plans and calculations shall be part of the Work Plan submission.

WARNING: The Railway Corridor contains buried communication, power and fibre optic lines. Railway cable locates by Metrolinx Signals and Communications personnel and implementation of appropriate protective measures are mandatory prior to all ground and horizontal surface disturbances. For any of these activities (or breaking ground, i.e. survey stakes), the document attached at Schedule “A” titled *Instructions to Excavators for the Protection of Underground S&C Cables* is applicable and the forms part of the Work Permit. By submitting its Work Permit Application the Applicant confirms that it has read and understands the terms and conditions contained therein.

DATE(S) WORK TO BE PERFORMED:

PROPOSED START DATE: _____

PROPOSED FINISH DATE: _____

ESTIMATED DAYS (8 HOUR SHIFTS) OF RAILWAY FLAGGING PROTECTION (#): _____

ESTIMATED RAILWAY LOCATE REQUESTS(#): _____

REMINDER - A minimum of ten (10) working days’ notice is required after Work Permit Application approval and in advance of the work date(s) requested to allow for the arrangement of railway flagging protection and Metrolinx railway signal cable locates.

SECTION C: Right of Entry - Terms and Conditions

Definitions

“Applicable Laws” means all applicable laws, statutes, regulations, orders, by-laws, treaties, judgements, decrees and ordinances applicable from time to time of any Regulatory Authority having jurisdiction or authority over a party, property, transaction or event.

“Authorized Purpose” means the purpose for which the Company is permitted to enter on, under, over and/or adjacent to the Permission Lands, as is set out in Section “D” hereto.

“Company” or **“Applicant”** means the corporation, partnership, joint venture, or other person or entity named in Section “B” of this Work Permit as the Applicant.

“Permission Lands” mean those Railway Corridor lands for which entry is authorized, as is set out in Section “D” hereto.

“Railway Corridor” has the meaning ascribed in Section 1 of Section “A” of this Work Permit.

“Regulatory Authority” means any domestic government, including any federal, provincial, territorial, municipal, regional or other local government, and any government established court, agency, tribunal, commission or other authority exercising executive, legislative, judicial, regulatory or administrative functions respecting government

“Term” has the meaning ascribed in Section 2 of this Section “C”.

“Work” means the whole of the work to be performed in accordance with the Authorized Purpose.

“Work Plan” means those plans submitted as part of the Work Permit Application, as approved by Metrolinx.

“Work Permit” means the Work Permit Application as approved and executed by Metrolinx, inclusive of Sections “A” through “F” hereof, and all schedules and plans, including the Work Plan, attached thereto.

Right of Entry

1. Metrolinx, solely to the extent of its right, title and interest, without any warranty, expressed or implied, at law, under contract, or otherwise, hereby grants to the Company and its authorized employees, servants, agents, contractors and subcontractors authorization and consent to enter the Permission Lands for the Authorized Purpose (the **“Right of Entry”**). This Right of Entry shall extend to such actions having been submitted and approved by Metrolinx as necessary or required to fulfill the Authorized Purpose.
2. The Right of Entry shall commence and terminate at the date(s) and time(s) set out in Section “D” hereto (the **“Term”**), it being understood that Metrolinx shall, at any time,

be permitted to postpone, interrupt or end the Company's operations or occupation of the Permission Lands, without penalty or liability for such decision.

3. Company's access will be limited to the Permission Lands only. Except as expressly permitted by Metrolinx, the Railway Corridor may not be used for Company access to the Work site.
4. The Company shall obtain, at its own cost, all permits, licensed and approvals required by any Regulatory Authority in connection with this Right of Entry.

Work

5. Any Work carried out by the Company shall be carried out solely on the Permission Lands in accordance with the Work Plan.
6. The Company and its authorized employees, servants, agents, contractors and subcontractors who enter upon the Permission Lands shall:
 - a. ensure that all Work conducted on the Permission Lands is done in a good and workmanlike manner, in compliance with all Applicable Laws;
 - b. observe, abide by and comply with the Metrolinx Safety Requirements attached hereto as Schedule "B", as well as any other guidelines, rules, directives, or policies as may be adopted from time to time by Metrolinx, provided that any such guideline, rules, directive or policy has been given to the Company;
 - c. take due precautions against injury and damage to persons or property located upon the Permission Lands;
 - d. not, at any time or in any way interfere with, obstruct or compromise the operations, maintenance or use of the Railway Corridor or other Metrolinx property, excepting where contemplated by the Work; and
 - e. unless otherwise agreed to in writing, return the Permission Lands to Metrolinx in the same condition, as existed prior to the Work, failing which Metrolinx, may do so at the Company's sole cost and expense.
7. Unless otherwise agreed to, in writing, the Company agrees to assume all costs associated with its Right of Entry including, railway track protection services and railway signal locates arranged or completed by Metrolinx or its contractor(s) at the rates set out in Section "A" of this Work Permit as well as all utility costs, if applicable. Metrolinx shall, at its option, invoice the Company directly for such costs or, if any of the services have been provided by a third party, Metrolinx may direct such third party to invoice the Company directly, in which case the Company undertakes and agrees to pay such third party forthwith upon receipt of (i) Metrolinx's direction to pay such third party; and (ii) proper invoice for the relevant service.

8. At all times during the Term, the Company shall maintain the Permission Lands in a clean and tidy condition, having regard to the condition of the surrounding property.
9. The Company shall ensure that at all times during the Work, every structure over or beside a railway track affords the following minimum clearances:
 - a. no less than a temporary vertical clearance of 7.010 metres (23 feet) from the top of the highest rail; and
 - b. no less than a horizontal clearance of 5.5 metres (18 feet) from the centreline of nearest track.

Pre-existing or greater clearances shall be restored once the Work is complete (as applicable). Adjustments due to the existence of horizontal curves may be required. In no case shall any of the Company's equipment or personnel work closer than the above referenced minimum clearances without prior written consent of Metrolinx; in such circumstances the Work shall be completed under the direct supervision of a Metrolinx approved flagperson (clearances are subject to change).

10. The track(s) shall be kept free of obstructions and open to traffic at all times during the Work.
11. The Company shall not cross the track with scrapers, bulldozers, trucks, barrows or other mechanical equipment at-grade. If the Company's Work requires construction equipment to cross the track, the Company shall make a request to Metrolinx, for a Temporary Construction Crossing. Construction equipment may not cross the track except on an approved Construction Crossing, constructed by a Metrolinx pre-approved contractor. Access to the Temporary Construction Crossing shall be under the direct supervision of a Metrolinx approved flagperson.
12. The Company shall ensure that all engineered scaffolding, formwork and other protective coverings to be used in connection with the Work shall be satisfactorily secured in such a manner that they will not come loose by the movement of passing trains.
13. All equipment shall stop working upon the approach of any train when said equipment is:
 - a. On the Railway Corridor;
 - b. Within ten (10) metres of the nearest rail; or
 - c. When said equipment is in the vicinity of the track(s) and the work, in the opinion of Metrolinx or the Metrolinx Representative, may be exposed to, or interfere with, the operations of Metrolinx.

14. Prior to undertaking the Work, Metrolinx may require that the Permission Lands shall be delineated from the rail line with construction fencing. The exact location and placement shall be determined through coordination with Metrolinx or the Metrolinx Representative and incorporated in the Work Plan.
15. The colour red shall not be used for safety helmets, safety vests or survey markers on or adjacent to the Railway Corridor in order to avoid conflict with railway operational practices.
16. The Company shall ensure that any and all necessary drainage is considered and incorporated in the Work Plan. Drainage shall be directed away from Metrolinx drainage ditches and the Railway Corridor. Any de-watering requires prior approval from Metrolinx or the Metrolinx Representative. Any temporary drainage facilities shall be removed.
17. The Company shall, if and as applicable, ensure that proper erosion control is implemented on and adjacent to the Railway Corridor during the Work. The Company must prevent silt and debris accumulation in the railway roadbed, ditches and other railway facilities. The Company may be required to submit a detailed erosion control plan for review and acceptance by the Metrolinx Representative prior to performing any Work.
18. The Company must not use the Railway Corridor for storage of materials or equipment. The Railway Corridor must remain clear for railway use at all times. Equipment may not be positioned to block the railway access road, track area or any part of the Railway Corridor without prior Metrolinx approval.
19. The Company shall repair, at its sole expense, to the satisfaction of Metrolinx, any damage to the Permission Lands and improvements thereon caused by any exercise by the Company of the rights granted under this Work Permit.
20. Metrolinx shall have the right to restrict the Company's activity on the Permission Lands in any way that Metrolinx may deem necessary from time to time to assure normal railway operations or for safety reasons.
21. The Company shall not suffer or permit any construction lien or similar lien to be filed or registered against the Permission Lands. If such a lien shall at any time be registered, the Company shall forthwith procure its discharge at its sole cost and expense. Metrolinx shall have the right, if the Company fails to forthwith procure such discharge, to discharge any lien filed or registered at any time against the Permission Lands, and any amount paid by Metrolinx in doing so together with all reasonable costs and expenses (including legal fees and costs) shall be paid to Metrolinx by the Company on demand.

Railway Track Protection (Flagging)

22. No work shall be performed (or equipment situated) within ten (10) metres of the nearest rail without Metrolinx authorized railway flagging (track protection). This minimum distance may be increased or decreased at the discretion of Metrolinx having regard to the work to be done and the safety of Metrolinx operations. Any work carried out without the presence of the railway flagperson or without having been previously communicated with the railway flagperson will result in immediate cessation of work on, under, over and/or adjacent to the Railway Corridor and the risk of the Company being prohibited from working on Metrolinx property in the future.
23. Once a Work Permit Application is approved, Company agrees to provide Metrolinx with at least ten (10) working days advance notice of any work date(s) requiring railway track protection to allow for the arrangement of same. Metrolinx may, at its option, require the Company to coordinate directly with Metrolinx's railway flagging provider to arrange for the required protection. Failure to provide sufficient notification of the proposed Work that requires railway flagging protection may result in no railway flagperson being provided and the Work not being permitted to proceed. If prior to Work commencing, Metrolinx provides notice that a railway flagperson is not available, the Company shall, in consultation with Metrolinx, reschedule the proposed Work to a date and time when such railway flagging protection will be available. All required rescheduling of Work shall be at no additional cost to Metrolinx.
24. Prior to the commencement of the Work, Company may choose to arrange for a site meeting, at its own expense, with the Metrolinx Representative and railway flagperson to confirm railway flagging protection requirements.
25. Company is required to designate and have present at all times during the Term a person at the Work location to whom the flagperson will issue instructions regarding Work on or within the Railway Corridor.
26. Company shall ensure that all persons obey all instructions from the railway flagperson.
27. The Company acknowledges and agrees that in the event of an emergency, the railway flagperson may be required to leave the Work location at any time without notice, to provide emergency services at other locations. In such circumstances, the Company must cease all Work for which railway flagging protection was required and exit the Railway Corridor prior to the railway flagperson leaving the site. The Company shall not enter the Railway Corridor or perform the Work until a railway flagperson returns.
28. The Company may, at its option, request a full-time railway flagperson to avoid circumstances where the railway flagperson is required to leave the Work site to provide emergency services at other locations. The request shall be made in writing, with at least three (3) months advanced notice and shall indicate the start date and the finish date that the full-time railway flagperson is required. The dedicated use of the full-time railway flagperson shall be paid for every day between the start date and the finish date (for a

typical work week), regardless of whether or not the Company requires a railway flagperson during that period.

29. The Company acknowledges and agrees that Metrolinx has the right to place a railway flagperson at the Work site at any time, for any length of time, if Metrolinx, at its sole discretion, believes that the Work is progressing unsafely, or that the Metrolinx requirements, as outlined in this Work Permit are not being adhered to. The Company shall be responsible for all costs associated with any such railway flagperson.

Confidentiality

30. Company covenants and agrees that any information of whatsoever nature (whether such information is written, verbal or otherwise) relating to Metrolinx, its operations, properties, business, assets, liabilities and financial condition (together with any and all memoranda, notes, reports, documents based upon and relating to such information, all copies and extracts thereof and all studies and data prepared on the basis of such information), is strictly confidential and Company represents and warrants that neither Company nor those for whom it is responsible at law will release the report or any of the information contained therein (including to any Regulatory Authority), without the express written consent of Metrolinx, and the Company shall refuse all requests for such reports or information in the absence of Metrolinx's express written consent, unless compelled to do so by competent judicial or administrative authority and only to the extent that (i) Company gives Metrolinx timely notice of any proceeding and/or hearing related thereto; (ii) Company has taken no action that would hinder Metrolinx from seeking a protective order to prevent such disclosure of its confidential information. Company further undertakes and agrees to share with Metrolinx, at no cost to Metrolinx, any and all conclusions, studies, reports or data incorporating, based upon, or relying on such information.

Release of Liability & Indemnity

31. The Company hereby releases and forever discharges Metrolinx, its affiliates and each of their respective officers, directors, employees, agents, successors, and assigns ("**Metrolinx Persons**") from any and all claims, demands, actions, suits or other proceedings which the Company may have in any manner whatsoever associated with the Work, the Company's access to the Permission Lands or otherwise arising from the Right of Entry, including any claims or demands for loss of or damage to machines or other equipment brought upon the Railway Corridor or injuries or death to persons on the said Railway Corridor, except only to the extent that such loss, damage, injury or death is directly caused by the negligence of Metrolinx.
32. In further consideration of the said permission, the Company hereby covenants to indemnify, save harmless and, when requested by Metrolinx, defend Metrolinx Persons from any and all liability, losses, damages, expenses, costs, claims, demands, actions, suits or other proceedings arising out of the Work, the Company's access to the Permission Lands or otherwise arising from the Right of Entry, except only to the extent directly caused by the negligence of Metrolinx. The

Company further agrees to reimburse each Metrolinx Person upon demand for any reasonable legal or other expenses incurred in connection with investigating or defending any of the foregoing. Without limiting the generality of the foregoing, such indemnity shall include any expenses, costs, claims, demands or actions, arising out of injury or death to persons or animals who gain access to the Railway Corridor as a result of said permission.

Insurance

33. The Company, its contractors or any subcontractors shall each provide and keep in force and effect throughout the Term such insurance, in amounts and for risks as Metrolinx may prescribe from time to time including, if applicable, the kinds and minimum amounts of insurance set out in Schedule “C”, attached hereto.
34. If the scope of the Work requires that the Company, its contractors or any subcontractors perform sub-surface work, or where otherwise requested by Metrolinx having regard to the nature of the Work, the Company, its contractors or any subcontractors, as applicable, shall also provide and keep in force and effect throughout the Term the additional insurance specified under Schedule “C”, attached hereto.
35. All insurance must be in forms and with terms and conditions acceptable to Metrolinx, acting reasonably. All policies required to be placed and maintained by the Company shall be with insurers reasonably acceptable to Metrolinx.
36. All insurance policies will provide primary coverage and will be non-contributory with any insurance carried by Metrolinx.
37. The Company shall be responsible for paying any deductibles or self-insured retentions associated with any and all claims through insurance, as applicable.
38. All policies of insurance, other than automobile liability insurance, will contain a waiver of all rights of recovery, under subrogation or otherwise, against Metrolinx. Such waiver will be evidenced within any certificate of insurance issued in respect of the relevant policy.
39. Prior to entry on the Permission Lands, the Company and, if and as applicable, its contractors and subcontractors shall deliver to Metrolinx certificates of insurance evidencing the coverages and limits prescribed by Metrolinx hereunder. Metrolinx may, at any time, require the Company to furnish said certificate and failure to do so may result in removed from the Permission Lands and termination of the Work Permit. In the event of such a termination, the Company shall be responsible for all damages or consequential losses that Metrolinx suffers as a result of the non-completion of the Work, including restoration of the Permission Lands to the condition they were in prior to the commencement of the Work.
40. The insurance requirements set out in Schedule “C” are presented as minimum requirement that the Company must provide. Any insurance maintained by the Company

in accordance with this Work Permit or otherwise, will not reduce or limit the obligations or liabilities of the Company under this Work Permit in any way.

41. The Company shall submit, and cause each of its contractors and subcontractors to submit, a valid Workplace Safety and Insurance Board Clearance Certificate (the “**Certificate**”) for the premium rate class, subclass or group as appropriate for the Work contemplated by this Work Permit, as issued by the Workplace Safety and Insurance Board. The Certificate(s) shall be renewed from time to time, as necessary, so as to cover the entire period of the Work.

Miscellaneous

42. Any exception or variation to the terms and conditions of this Work Permit agreed to by Metrolinx shall be specifically identified in a separate schedule to be attached hereto. No such exception or variation shall be binding upon Metrolinx unless it is properly initialed by a duly authorized representative of Metrolinx.
43. The Company shall have the Work Permit in its possession at all times, and available for review by Metrolinx or the Metrolinx Representative, when working on, under, over and/or adjacent to the Railway Corridor.
44. The Company shall not have the right to transfer and/or assign this Work Permit or any of its rights hereunder without Metrolinx’s prior written consent, which consent Metrolinx may withhold or delay in its sole and unfettered discretion.
45. In the event of a conflict between the terms hereof and the terms of any other agreement between Metrolinx and the Company, the more stringent standards and conditions shall govern.
46. This Work Permit by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein. References herein to an act of a legislature shall be deemed to include any amendments to such acts in effect at such time.

Schedule "A"

Instructions to Excavators for the Protection of Underground S&C Cables

SIGNALS & COMMUNICATIONS CODES OF PRACTICES

Instructions to Excavators for the Protection of Underground S&C Cables

Purpose	The purpose of this standard is to define the minimum requirements for safe, effective excavating practices in the vicinity of underground Signals and Communications ("S&C") cable on the Railway Right-of-Way.
Importance of Buried Cables	<p>S&C cables are installed to provide power, signal control, wayside communications, and in the case of fiber optic cables, telecommunications which are important to safe and reliable Railway operation.</p> <p>Metrolinx has several external customers who have fiber optic cables along Metrolinx's Right-of-Way. The economic importance of fiber optic facilities continues to increase, as these fiber networks expand in both scope and capacity.</p>
Excavation Definition	Excavating includes any activity that results in an opening being made in the ground, including, but not exclusive to, digging, trenching, plowing, auguring, pile driving, blasting, directional boring, installing sign posts and pipe pushing. This may include surfacing activities where machinery or equipment can damage or break cable and support structures which have been installed at or near ground level e.g.: bridges, culverts, underground passageways, station platforms.
Fibre Territories Definition	Fibre territories are those segments of the Right-of-Way where fibre optic cables are found. Fibre optic cables are now installed on all of Metrolinx's main corridors and may be located anywhere along the Right-of-Way. The limits of the Right-of-Way should be considered from the center of track(s) to the Metrolinx property line.
Contractors	Before a contractor or its employees are allowed to excavate on Metrolinx Right-of- Way they must be familiar with this Code of Practice.

Continued on next page

SIGNALS & COMMUNICATIONS CODES OF PRACTICES

Instructions to Excavators for the Protection of Underground S&C Cables, continued

Potential Impact of Disruptions to CN and Its Fibre Customers

Damage to underground cables can have a severe impact on the operations of both Metrolinx and its external customers. Metrolinx Centralized Traffic Control, Engineering and Train to Wayside Radio Communications and Metrolinx's WAN/LAN backbone can be disrupted resulting in service and operational problems.

In addition, the fibre optic network installed on Metrolinx is utilized by clients that offer important services such as, cable, banking, national defense, air-traffic control and emergency communication services (i.e. 911). Damage or cuts to cable thereby affects a much wider range of operations and services.

Network Management Centre (NMC)

NMC can be reached at: 1-800-661-3687 (1-800-661-FOTS).

The NMC is responsible for the day-to-day operation of the fibre plant and is the primary contact for Metrolinx's fibre optic customers. Prior to the commencement of any work that could jeopardize the fibre optic plant, the responsible S&C representative or foreman-in-charge will notify NMC of the situation.

If such work poses a threat to the integrity of the fibre optic plant NMC will advise its fibre optic customers, who may in turn set up alternate routes for their priority traffic.

NMC will notify the Operations Centre of each customer potentially affected by the excavation work. The list of possibilities includes, but is not limited to: threat of washout, landslides, derailments, major track work such as undercutting, rail-pick-up and tie replacements, and relocation of the fibre cable, drilling or digging near the fibre cable. The S&C representative will provide: his name and location, a description of the work to be performed and instructions on how he can be reached during the course of these activities. NMC will open a trouble ticket to record all instances of fibre work being performed on the Right-of-Way.

Continued on next page

SIGNALS & COMMUNICATIONS CODES OF PRACTICES**Instructions to Excavators for the Protection of Underground
S&C Cables, continued****At Bridges,
Pedestals &
Bungalows**

Cables are usually coiled near cable ends, at splice pedestals, tunnels, bridges, bungalows, road and track crossings and some culverts. Cable coils can be of unequal size, unequal depth, and are nearly impossible to locate accurately with cable locating equipment.

Where excavating or digging near fibre cable coils, the entire coil shall be located and exposed by hand digging or using Metrolinx approved vacuum equipment. Locating a portion of the cable coil and assuming the location of the remainder of the coil is not acceptable.

**Direct Buried
Cables**

Signal, power, fibre optic and other high capacity communication cables are typically buried directly in the sub grade, and generally, but not always, parallel to the railroad tracks typically at a distance of 1.2 to 2.1 meters (4 to 7 feet) from the edge of ties. The preferred depth of burial is typically 1.2 meters (4 feet), however depths of only 45 centimeters (18 inches) or less may be encountered near underground obstructions such as culverts, station platforms, passageways or approaches to bridges and tunnels. Cables may be located on either side of the track or between tracks. In addition, cables may pass under the tracks as the cable is routed from one side of the track to the other.

**Common
Trench**

Wherever possible, a common trench is used when installing power, fibre optic and other S&C cables. Voltages used in underground power systems range from 120-volts to 7200-volts AC or more. Special precautions outlined in section "Work Near Buried Power Cables" must be followed when excavating near power cables.

Continued on next page

SIGNALS & COMMUNICATIONS CODES OF PRACTICES

Instructions to Excavators for the Protection of Underground S&C Cables, continued

Cable Markers	Permanent cable markers are installed only to indicate the presence of buried cable and are not meant to indicate the precise location of the cable. Permanent cable markers are not necessarily placed directly above buried cables.
Preparation for Excavation Work	<p>Excavators must contact the Network Management Centre (NMC) before excavating along the railway Right-of-Way. The NMC will arrange to have Division S&C forces locate and mark the location of fibre optic, power, and other S&C cables prior to excavation.</p> <p>Division Engineering (Engineering Services) shall be responsible to ensure that outside contractors, who are hired to perform various excavation services on Metrolinx's Right-of-Way, are familiar with the instructions contained in this document. Division Engineering shall advise the local S&C Supervisor and NMC of the location, date and nature of the work to be performed.</p>
Precautions Prior to Excavation	<p>Prior to commencement of any type of excavation along the Right-of-Way, the S&C employee (Foreman-in-charge) must notify NMC. The S&C employee shall provide their name, location where work will be performed, a description of the work and instructions on how they can be contacted. Excavation work shall not proceed unless authority has been granted by NMC.</p> <p>When excavation activities are being conducted by outside contractors or Track forces, within 2 meters of an underground cable, the designated S&C Maintainer or other qualified S&C employee shall remain at the excavation site until all excavation work is completed.</p>
Cable Locates	<p>Cable locates are to be completed in accordance with Metrolinx Guidelines for Cable Locating. Contractors must contact Metrolinx for these guidelines.</p> <p>Cable locates shall be requested a minimum of 72 hours in advance of the scheduled excavation work. Outside contractors responsible for the excavation work shall be present when the cable locates is being performed.</p>

Continued on next page

SIGNALS & COMMUNICATIONS CODES OF PRACTICES

Instructions to Excavators for the Protection of Underground S&C Cables, continued

Cable Location Marking The following cable location marking guideline, which is representative of industry standards, is a good practice to follow when identifying the location of underground cables and utilities prior to excavation:

Mark the location of the underground	With...	Using...
Fibre or communications cable	A series of 4 foot long lines directly over the	Fluorescent orange paint
Power or signal cables	A series of 4 foot long lines directly over the	Fluorescent red paint
Gas, chemical or petroleum utility	A series of 4 foot long lines directly over the	Fluorescent yellow paint
Water or sewer pipe	A series of 4 foot long lines directly over the	Blue paint

Mark the limits of the...	With....	Using...
Hand Excavation only zone	A series of 8 foot straight lines, (1) meter parallel to and on	White spray paint

Continued on next page

SIGNALS & COMMUNICATIONS CODES OF PRACTICES**Instructions to Excavators for the Protection of Underground S&C Cables**, continued**Precautions
When
Excavating**

Railway excavation experience has proven there are certain situations where the risk to damaging in service S&C cables is increased and special precautions are necessary. The following describes various situations and the method to use to avoid damaging any buried cables:

1. Whenever excavating is performed within 1 meter (3 feet) of a buried cable the ground shall only be excavated by hand digging or using CN approved equipment especially designed for exposing cables utilizing a vacuum system to remove the surrounding soil. Under no circumstances are mechanical excavating machines of any kind to be used unless the cable is fully exposed and pulled clear of the work area.
2. Whenever parallel trenching or excavating is performed with a back hoe or cable plow unit, beyond the 1M (3 feet) hand excavation zone, but within 2M (6.6 feet) of the existing cable, the preferred method of protecting the fibre cable is to install a temporary by-pass communication cable with "protection" circuits connected prior to excavating.

The intent is to eliminate the possibility of unexpected service disruptions or failures due to the excavating equipment snagging and forcing sharp rocks or foreign objects through the cable(s) while plowing or trenching.

3. If the precautions described items 1 or 2 are impractical, a Method of Procedure (MOP) shall be developed by the responsible Supervisory officer. *Refer to MOP section in this document.*
4. When exposing cables, use extreme care to avoid damage to cable or wire insulation. Dig down 15 cm to 30 cm (6 to 12 inches) to one side of the established cable route. When at a depth below the established burial depth, carefully dig toward cables to expose them.
5. The use of mechanical excavating equipment shall be restricted to situations where it is known that there is no danger of contacting or damaging buried cables. Mechanical excavating equipment may be used **ONLY AFTER ALL BURIED FACILITIES INVOLVED HAVE BEEN EXPOSED** and are clear of the excavation area.

Continued on next page



SIGNALS & COMMUNICATIONS CODES OF PRACTICES**Instructions to Excavators for the Protection of Underground S&C Cables, continued****Precautions
When
Excavating
(continued)**

6. If buried cable is encountered while excavating - Stop operations immediately, expose it and investigate with extreme caution. The buried cable shall not be cut, chopped through or broken off without first determining if it serves a useful purpose. Under no circumstances is a buried cable to be disturbed unless authorized by the responsible S&C employee.
7. If any underground obstruction is encountered while excavating - Stop operations immediately. Expose and investigate the obstruction with extreme caution. Do not attempt to remove the obstruction until you are satisfied that removing it will not disturb or damage the buried cable. Under no circumstances is the buried cable to be disturbed unless authorized by the responsible S&C employee.
8. To prevent breaking or fracturing internal conductors or fibres, excavators shall avoid moving or bending fibre optic, power or signal cables at any time. The responsible S&C employee shall provide extra mechanical protection using split steel ducts and/or other protective materials, as required.
9. In the event that damage to a cable still occurs, - Stop operations immediately and report the location of damaged cable to the appropriate S&C employee. At no time shall unauthorized persons attempt to, move splice or repair damaged cables.

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SIGNALS & COMMUNICATIONS CODES OF PRACTICES**Instructions to Excavators for the Protection of Underground S&C Cables, continued****Method of Procedures**

A Method of Procedure (MOP) shall be developed for situations where it is impractical to comply with items 1 or 2 of the preceding section – Precautions When Excavating. The MOP shall be developed by the Metrolinx Designated Supervisor responsible to protect the cable, in conjunction with either outside contractors or other personnel involved in the excavation work. The MOP shall contain the following information:

- ☞ Limits of proposed work (Subdivision – mile points)
- ☞ Date and time duration i.e. yy/mm/dd 13:00 to 18:00
- ☞ Identity of S&C employee (Forman in charge) and Supervisor including their emergency contact information i.e. phone number(s)
- ☞ Detailed explanation of alternative excavation methods, excavation supervision and/or special excavation equipment to be used.
- ☞ Risk Assessment.
- ☞ Contingency Plan (Description; location and availability of temporary by- pass cable; splicing kits; and additional personnel.)

The completed MOP shall be submitted to Metrolinx and the CN NMC center for authorization at least 14 days in advance of the planned work. The NMC will in turn submit a copy of the proposed MOP to CN's Fibre customers involved for approval of the MOP. The excavation work shall not proceed until the S&C employee and responsible Supervisor have received final authorization from CN's NMC center.

Important:

The employee responsible for the excavation work shall inform all individuals, outside contractors, involved in the excavation work and ensure that they fully understand the work procedures described in the MOP.

Continued on next page

SIGNALS & COMMUNICATIONS CODES OF PRACTICES**Instructions to Excavators for the Protection of Underground S&C Cables, continued****Work Near Buried Power Cables**

1. Use extreme care when excavating near buried power cables to avoid damaging cable insulation and armor protection.
2. Properly rated protective clothing i.e. gloves.
3. Properly rated non-conductive tools.
4. When necessary, to protect persons excavating in proximity to hazardous equipment and cables, power circuits in the affected area may be de-energized for work safety. The decision to de-energize circuits for work safety will be based on a site-specific inspection and evaluation by the responsible S&C employee.

Regardless of the alternate work method selected, all employees required to work in close proximity of the cable should consider it as possibly energized and use the same level of caution, gloves and tools as described in the above items 1, 2, and 3.

Accidental contact with a live power cable, or piece of equipment that is in contact with a live power cable, can result in loss of life.

Safety During Work With Fibre Optic Cables

In a typical fibre optic system the transmitting light source emits a concentrated beam of light that may not be visible to the naked eye. The level of radiation may be sufficient to cause eye injury and caution must be exercised to avoid exposure. This precaution applies to any point in the system where the laser signal can be addressed (for example in inside shelters at the optical connectors or on the optical interface circuit packs). As there is no requirement to stare directly at the end of a severed fibre optic cable, as a practical safety precaution, one should avoid doing so.

A fibre optic cable is comprised of strands of glass that guide the light pulses down the cable. These glass strands have sharp ends that will readily penetrate the skin. Therefore unnecessary manipulation of bare fibres should be avoided to ensure that the fibre does not damage skin or eyes. Safety glasses are mandatory when working with fibre optic cables.

Continued on next page

SIGNALS & COMMUNICATIONS CODES OF PRACTICES**Instructions to Excavators for the Protection of Underground
S&C Cables, continued**

Safety During Trenching or Excavating	<p>Supervisors and the employees in charge of excavating operations should be familiar with all applicable safety regulations. These regulations are designed to ensure the safety of workers involved in the excavation operations and may be enforced by safety inspectors on behalf of state, provincial or federal regulators.</p> <p>Protect all openings, construction material, excavated material, or equipment with approved warning devices and/or barricades. Observe any other precautions that may be required by local conditions.</p>
Completion of Work	<p>After all work has been completed, backfill carefully, ensuring it does not contain materials that may cause damage to the cables. Restore the surface, as near as practicable, to its original condition, ensuring that any cable markers removed or damaged during work are replaced.</p>
Metrolinx Maintenance of Way Track Standards	<p>Standards for work on Metrolinx's Right-of-Way are covered in Metrolinx Track Standards that explains precautions to be Taken During Maintenance of Track to Avoid Interference with Signal & Communications Systems. This document covers the general practices and precautionary measures to be taken when work is to be performed on Metrolinx's right of way near Signal and Communication facilities.</p>

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SIGNALS & COMMUNICATIONS CODES OF PRACTICES
Instructions to Excavators for the Protection of Underground S&C Cables, continued

Risk and Track & Structures Work Activities

There are many Metrolinx Track and Structures work activities that could pose considerable risk to above ground and buried S&C cables. This table is provided as a guideline only, to assist in assessing the associated risk with these and equivalent types of activities.

Work Activity	Risk
Ditching	High
Ballast Regulation	Medium
Undercutting	High
Culvert Replacement	High
Brooming	Low
Tie Replacement	Medium
Bridge deck replacement	High

Important:

High and medium risk work activities shall not start without prior consultations with the responsible Metrolinx designate S&C Supervisor and if necessary with the development and approval of a MOP. When in doubt – review the proposed work with the Metrolinx designated S&C Supervisor.

Schedule “B”

Safety Requirements for Non-Metrolinx Personnel

Introduction

This Schedule outlines Metrolinx’s safety requirements for non-Metrolinx personnel, including Contractors. Non-Metrolinx personnel must read and understand the requirements set out in this Schedule.

These requirements are not a substitute for the completion of other required training course(s) that must be completed by all non-Metrolinx personnel prior to entry into a Railway Corridor, which at present includes Personal Track Safety (PTS) orientation online course available at: <http://www.metrolinx.com/en/projectsandprograms/constructionanddevelopment/personal-track-safety-program.aspx>. Additional details regarding this training can be found in section 2 of the ‘Contractor Health and Safety Obligations’ (page 27).

No person shall enter a Railway Corridor without having completed the requisite course(s) at such person’s sole cost and expense.

These requirements are also not to be considered as a substitute for applicable laws and are intended to be read in conjunction with all Government Acts, Regulations, local Ordinances and good judgment to facilitate the safe completion of the work.

Additional information regarding safe work practices may be included in separate contract documents and/or additional specifications. In the event of a conflict between the safety requirements set out in this Work Permit and any other contract pertaining to the Work, the contract shall govern.

For the purposes of this document “**Contractor**” refers generally to any person on, under, over and/or adjacent to the Railway Corridor, whether under contract to Metrolinx or not.

Contractor Health and Safety Obligations

1. The Contractor is responsible for the following:
 - a. Taking all reasonable measures to ensure the protection of employees, customers, property and the general public while carrying out its Work;
 - b. Promptly addressing all environmental and safety concerns;
 - c. Analyzing all accidents and incidents resulting in, or having potential for, loss or injury, and taking remedial action to prevent recurrence;
 - d. Complying with all health and safety standards, policies or procedures required by Metrolinx, provided the Contractor has been given copies of same;
 - e. Complying with all safety related directions or instructions that Metrolinx may provide from time to time; and

- f. Ensuring that its employees and/or subcontractors are equipped with appropriate training to enable them to work safely, including, without limitation, ensuring the all employees entering the Railway Corridor have completed the applicable railway orientation course(s).
2. Anyone entering, and or working within a Metrolinx Rail Corridor must complete the Metrolinx Personal Track Safety (PTS) course. A Metrolinx Rail Corridor refers to all Metrolinx owned and operated subdivisions of railway, infrastructure, rail/maintenance/layover yards, and all property between property fences (including works under the corridor), or if no fence, everywhere within 10 meters (30 feet) from the edge of the nearest rail.

There is no cost to register or complete the Metrolinx Personal Track Safety (PTS) course, and once completed is valid for three (3) years. Participant's time required to complete the PTS course will be covered by their respective employers. Personnel must carry their PTS card at all times when working within a Metrolinx rail corridor, and or on Metrolinx property.

It is important to note, personnel whom have successfully completed the Metrolinx Personal Track Safety (PTS) course must still be under the protection of Metrolinx authorized railway flagging when entering and or working within a Metrolinx Rail Corridor.

For situations where the proposed work is outside the Rail Corridor but is adjacent to /over the Rail Corridor and has potential to impact the Metrolinx operations, then PTS training may be required. PTS applicability will be confirmed by the Metrolinx Representative and Metrolinx Project Manager during the review process.

If a different rail company owns the corridor you are working on, you will require PTS along with any additional training required by that railway. For example, if you are working on a rail project located on CN territory, you will require PTS and the CN eRailsafe program.

The Contractor shall keep training records for all employees and/or subcontractors completing the necessary orientation courses and, if and as requested by Metrolinx, provide Metrolinx with a copy of such records which evidence completion of the applicable railway orientation course(s).

Be advised that Metrolinx Rail Corridor access requirements are subject to updates and must first be verified with a Metrolinx representative before planning to enter or work within a Metrolinx Rail Corridor.

- -
 3. Prior to the commencement of work on the Railway Corridor, safety briefings must be held at every work site to review the contents of these requirements and any unique conditions at the site relating to safety.

4. Unless explicitly permitted by Metrolinx, no equipment or vehicle may enter upon the operated Railway Corridor.
5. All vehicles including mobile equipment accessing and/or operating in the Metrolinx railway corridor including rail/maintenance/layover yards and infrastructure shall be equipped with a beacon which meets the specifications mentioned below:
 - a. SAE Class 2;
 - b. LED is recommended due to the dependability and high visibility;
 - c. Amber in color;
 - d. Stationary or portable form;
 - e. Display 360 degree visibility to other equipment, traffic and/or personnel;
 - f. Enable clear visibility during daylight hours; and
 - g. Secured to prevent unintentional dismounting.

Beacons shall be activated during the movement of any non-revenue vehicle or mobile equipment vehicle while in the Metrolinx railway corridor.

6. Under NO circumstances may workers or equipment be situated within the Railway Corridor without railway flagging protection. No work shall take place within ten (10) metres of the nearest rail except in the presence of a Metrolinx railway flagperson, unless explicitly permitted by Metrolinx. Metrolinx railway flagpersons are responsible for the safe movement of trains and are not be responsible for the safety of the Contractor, the Contractor's personnel or the Contractor's equipment.
7. Equipment operating within ten (10) metres of the nearest rail must come to a complete stop prior to the passage of engines, railcars, or track units.
8. No vehicle or heavy equipment may be situated or moved closer than five (5) metres from the nearest rail unless a Metrolinx railway flagperson has placed a track block/protection on train movements.
9. Upon the passage of a train, Contractor's personnel shall stand no closer than five (5) metres from any switch stand and, if possible, on the opposite side of the track.
10. Contractor's personnel shall not crawl under, climb over or pass through standing railway equipment.
11. Contractor's personnel shall not cross a track within ten (10) metres of standing railway equipment.
12. Metrolinx has many power and/or communication cables buried within the Railway Corridor. The Contractor shall be sure of their location before making any excavation, driving stakes or otherwise penetrating the ground surface.

13. In accordance with Metrolinx's safety standards, Contractor's personnel must wear Metrolinx required personal protective equipment at all times while on the Railway Corridor. Such equipment shall include:

- a. Class E, Type II CSA-approved hard hats;
- b. Safety footwear (protective footwear that meets or exceeds CSA Z195 and covers/supports the ankle. Footwear must have a defined heel of no less than 13 millimetres (1/2 inch) in thickness and not exceeding 25 millimetres (1 inch) and equipped with laces, which must be laced to the top and tied);
- c. Safety glasses (prescription glasses shall be governed by the standards set out in CSA Z94.3, or as required in applicable legislation. Lenses shall be plastic or polycarbonate and glasses shall be equipped with permanently attached side shields conforming to the size and shape of the lenses); and
- d. CSA Class 3, Level 2 High-visibility safety apparel (HVSA) which includes full length sleeves and pants with reflective stripes on both the arms and legs;

Contractor's personnel inside company vehicles or work equipment, with the windows open, must wear safety glasses and safety boots at all times. Appropriate clothing shall be worn (pants shall be ankle length and shirts shall cover the torso and have at least 1/4 length sleeves). Hearing and respiratory protection and fall arrest equipment shall be worn where signs are posted, when a potential hazard exists and/or where identified in the Work Plan.

14. Unless as otherwise expressly set out in the scope of Work of the Work Permit, no Metrolinx or railway plant, signal, structure, equipment or property of any kind may be tampered with, modified or removed.

15. "Hi-rail" equipment shall only be operated on the track by personnel properly trained to do so. Such training shall include qualification in the latest version of the "Canadian Rail Operating Rules".

16. Horseplay, practical jokes, fighting or any other activity that may create a hazard will not be tolerated.

Alcohol and Drug Prevention

1. The following rules shall apply to all persons while completing work on, under, over and/or adjacent to the Railway Corridor and/or otherwise on Metrolinx property:
 - (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 is prohibited;

- (c) Contractors must ensure that workers 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
 - (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. 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 supervisor, worker health and safety representative (if applicable), union steward (if applicable) and the designated Metrolinx 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.
3. Metrolinx will maintain a position of zero tolerance to any violations of these rules. At the sole discretion of Metrolinx, 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 any other contract documents.

Firearms

Firearms (loaded or empty) are not permitted on the Railway Corridor or other Metrolinx property, except for police officers authorized by Metrolinx to access Metrolinx property and other designated persons performing authorized work and when authorized to do so.

Explosives

No explosives will be permitted on the Railway Corridor or other Metrolinx property without written Metrolinx approval.

Vehicles

Contractor's vehicles on the site must be in safe operating condition. Operators must observe all site speed limits. Unattended vehicles must not be left running unnecessarily. Where they must be left running, the hand brake must be applied. The operator is responsible for the safety of all passengers and the stability of materials being transported.

Smoking in the Workplace

Smoking is not permitted on the Railway Corridor and, without limiting the generality of the foregoing, any motor vehicle on the Railway Corridor, or as otherwise prohibited by applicable municipal by-law or provincial legislation.

Security

All vehicles will be parked having regard to the safety of train operations in an area pre-determined by Metrolinx and where required, a designated Contractor entrance shall be used. Contractor's personnel will proceed directly to the Contractor's work location. Contractor's employees must remain at their designated work site and must not wander about the site. The Contractor shall not permit persons other than the Contractor's personnel to enter the site without the prior written authority of the Metrolinx representative.

Emergency Evacuation Procedures

Prior to commencing Work, all Contractor employees must be familiar with the emergency evacuation plan for that work site. The Contractor shall issue written emergency and rescue procedures to the Contractor's personnel and shall post such procedures on the job site.

Unsafe Conditions or Practices

Contractors shall correct or report any unsafe conditions or practices they observe. All such conditions or practices shall be reported to the Metrolinx representative at the work site as soon as practical.

Reporting of Accidents or Incidents

All accidents, incidents, near misses, critical injury and property damage occurring within a Metrolinx railway right-of-way and or other Metrolinx property must be reported immediately. Metrolinx emergency reporting numbers are applicable in all cases regardless what time of the day or night the accident or incident takes place.

The following requirements are applicable to all accidents or incidents:

- a) Contractors must immediately report all accidents, incidents, near misses, critical injury or property damage occurring on a Metrolinx railway right-of-way or property (refer to page 1 of the work permit document for reporting numbers);
- b) If the accident or incident occurs at night, the Metrolinx third party project representatives must be informed by phone and email at the start of the next business day;
- c) Contractors must submit an initial incident report to Metrolinx third party project representatives within 24 hours of the incident occurring;
- d) Contractors must also notify any and all other applicable Agencies;
- e) Contractors must submit a full incident report to the Metrolinx third party project representatives within 72 hours of the incident occurring;
- f) All accidents and incidents will be investigated by Metrolinx with Contractors required to implement corrective measures to prevent reoccurrence;

In some cases, when an accident or incident occurs, all related works must stop and may not be permitted to resume until it has been deemed safe to do so by Metrolinx.

Treatment of Injured

Contractors shall ensure the following is provided for their personnel as required by Metrolinx and in accordance with applicable government regulations:

1. Adequate first-aid supplies and equipment; and
2. Qualified personnel to render first-aid treatment.

Personal Identification

When not accompanied by a Metrolinx representative, Contractor's personnel shall carry an identification card on their person. Such identification card will be issued by the Contractor and will be of standard business card size (3-1/2" X 2"). It will contain the following information:

1. Contractor's name, address and telephone number;
2. Employee's full name and personal identification details (e.g. Driver's License No.);
3. Name of Contractor's representative issuing the card; and
4. Issuing authority (i.e., Metrolinx Representative who approved job).

Audio and Visual Recording Equipment

Cameras and audio-visual equipment are not permitted on Metrolinx Railway Corridor or other Metrolinx property without prior approval.

*****Should there be any doubt as to the meaning of interpretation of these requirements, consult with the Metrolinx Representative. *****

Schedule “C” Insurance**Requirements**

Prior to commencing the Work and at all times during the performance of the Work, the Company shall obtain and maintain and cause any contractors or subcontractors to maintain, at their sole cost and expense, in full force, the following insurance coverage types and limits:

- (a) Commercial General Liability insurance including but not limited to coverage for personal and bodily injury, death, property damage, contractual liability, employer’s liability and contingent employer’s liability, broad form property damage, sudden and accidental pollution, drones (Unmanned Aerial Vehicles “UAV” or Remoted Piloted Aircraft Systems “RPAS”) and standard non-owned automobile liability coverage for claims arising out of the operations of the Company and any subcontractors, with regard to all works under the scope of the Work Permit. Such insurance shall be written on an occurrence basis with limits not less than those required by Table 1, below, having regard to the scope of the Company’s Work activities (or such other amounts as Metrolinx may reasonably require). Liability coverage for completed operation hazards shall be provided from the date of total performance of the Work on an ongoing basis for a period of not less than thirty-six (36) months following total performance of the Work. Such insurance shall contain a standard form cross-liability and severability of interest clause and shall not contain any exclusions to activities in, on, adjacent and/or over a railway and no XCU exclusions (explosion, collapse and underground/underpinnings). Such insurance shall, having regard to the Work location, include as additional insured those parties identified in Table 2, but only with respect to liability arising out of the operations of the Company with regard to the Work; and
- (b) Automobile liability insurance with limits of not less than Five Million Dollars (\$5,000,000) per occurrence for all vehicles owned, rented, leased or borrowed.

Note: Depending on the nature of the Work, Metrolinx may permit or require the Company to provide project-specific Wrap up Liability Insurance in place of each of the Company and its contractors and subcontractors providing separate commercial general liability policies.

Additional Insurance Requirements for Sub-surface Work or, where having regard to the nature of the Work, such insurance is otherwise required by Metrolinx.

The Company shall, at its own expense, obtain and maintain Contractors' Pollution Liability Insurance with a liability limit of not less than Five Million Dollars (\$5,000,000) per pollution condition and in the aggregate, including not less than thirty-six (36) months completed operations coverage, against claims for on-site clean-up of new pollutant conditions, third party claims for on-site bodily injury and property damage, and off-site clean up caused by a pollution or contamination incident resulting from covered operations. Emergency remediation expense limit Five Hundred Thousand Dollars (\$500,000) and in the aggregate. Such policy is subject to aggregates, sub-limits, endorsements, extensions, restrictions and exclusions or otherwise identified in any agreement between the parties or as may be stipulated by Metrolinx having regard to the nature of the Work. Such insurance shall, having regard to the Work location, include as additional insured those parties identified in Table 2, but only with respect to liability arising out of the operations of the Company with regard to the Work.

Professional Errors and Omissions Insurance (if applicable)

The Company shall, where applicable and at its own expense, obtain professional errors and omissions insurance, covering each architect and engineer and other design professionals involved in the design and engineering of the Work with a per occurrence limit of not less than Five Million Dollars (\$5,000,000) per occurrence. The policy shall be maintained retroactive from the date of first conceptual design activity until final completion of the Work and thereafter coverage for an extended reporting period of not less than thirty-six (36) months from final completion. Such extended reporting period can be provided by evidence of policy renewal.

TABLE 1: CGL Insurance Requirements for Metrolinx Third Party Work			
Type of Work	Excavation performed	Type of Equipment on Site	Amount of Insurance Required?
Surveying	No	Surveying Equipment	\$5,000,000
Vibration Monitoring	No	Vibration Monitoring Equipment	\$5,000,000
Fence installation (along property line)	Yes	Backhoe, Bobcat and/or others similar	\$5,000,000
Graffiti Removal, window cleaning, or other non-intrusive works	No	Cleaning Equipment / Materials	\$5,000,000
Bridge Inspection	No	Snooper Truck/Man Lift	\$5,000,000
Road Paving (Grade Separation - above or below)	Yes	Backhoe, Crane and/or others similar	\$5,000,000
Road Paving (At-Grade - Shave & Pave)	Yes	Backhoe, Bobcat and/or others similar	\$10,000,000
Boreholes	Yes	Bobcat and/or others similar	\$10,000,000
Well Monitoring	No	Monitoring Equipment	\$10,000,000

Sign Replacement / Modification	Not typical	Crane and/or others similar	\$10,000,000
Underground Wire Crossing	Yes but typically not on R.O.W.	Backhoe and/or others similar	\$10,000,000
Overhead Wire Crossing	Not typical	Crane and/or others similar	\$10,000,000
Watermain/Sewer Installation	Yes	Backhoe and/or others similar	\$10,000,000
Culvert installation	Yes	Backhoe, Crane and/or others similar	\$10,000,000
Sidewalk Installation	Yes - minimal	Backhoe, Bobcat and/or others similar	\$10,000,000
Safety Berm / Grading adjacent to ROW	Yes but typically not on R.O.W.	Backhoe and/or others similar	\$10,000,000
Crane Swing (Adjacent Development)	No	Crane and/or others similar	As per crane swing agreement
Full Road At-Grade Rehabilitation	Yes	Backhoe, Bobcat and/or others similar	\$50,000,000
Shoring/Tie-Backs	Yes	Backhoe and/or others similar	\$50,000,000
Crash Wall Construction	Yes but typically not on R.O.W.	Backhoe and/or others similar	\$50,000,000
Bridge Rehabilitation / Re-construction	Yes	Backhoe, Crane and/or others similar	\$50,000,000
Bridge Widening / Construction	Yes	Backhoe, Crane and/or others similar	\$50,000,000
Pedestrian Overpass	Yes but typically not on R.O.W.	Backhoe, Crane and/or others similar	\$50,000,000
Pedestrian Tunnel	Yes	Backhoe, Crane and/or others similar	\$50,000,000
Grade Separation - Road over Rail	Yes	Various	\$50,000,000
Grade Separation - Rail over Road	Yes	Various	\$50,000,000
Bridge Demolition	Yes	Various	\$50,000,000

TABLE 2: Additional Insured Requirements	
Work Location	Additional Insured
Work to be completed within the limits of the Union Station Rail Corridor	<ol style="list-style-type: none"> 1. Metrolinx 2. AECOM Canada Ltd. 3. Toronto Terminals Railway Company Ltd. 4. A&B Rail Services Ltd.
Work to be completed on the Guelph Subdivision between mile 30.08 and 63.4	<ol style="list-style-type: none"> 1. Metrolinx 2. Canadian National Railway Company 3. VIA Rail Canada Inc. 4. AECOM Canada Ltd. 5. Goderich-Exeter Railway Company Limited and its parent and affiliates, including Genesee & Wyoming, Inc. and Genesee & Wyoming Canada Inc.
For Work on All Rail Corridors	<ol style="list-style-type: none"> 1. Metrolinx 2. AECOM Canada Ltd.

SECTION D: Submission Execution and Authorization

By signing, below, the Applicant acknowledges having received, read and understood the Work Permit Application and agrees to be bound by all of the terms and conditions set out herein, including those set out in Section “C” – Terms and Conditions.

Dated at _____ this _____, day of _____, 20____.

APPLICANT/COMPANY:

Per: _____

Name: _____

Title: _____

Per: _____

Name: _____

Title: _____

I / We have the authority to bind the company

For Metrolinx Authorized Use Only

The Work Permit Application, Permit#: _____, is hereby authorized, as follows: Metrolinx Property/Location of work (“Permission Lands”):

Subdivision: _____ Mile: _____ Road: _____ Other: _____

Limited Access Purpose (the “Authorized

Term (number of day/months):

The Permit Commences at _____ (Time)

(Date) The Permit Expires at

APPROVED THIS _____ DAY OF _____, 20_

By Metrolinx Representative:

(Print

Days (i.e., 8 hour shifts) of Railway Flagging Protection paid for _
