

**TORONTO TRANSIT COMMISSION
MATERIALS AND PROCUREMENT DEPARTMENT
1900 YONGE STREET
TORONTO, ONTARIO
M4S 1Z2**

ADDENDUM NO. 5

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TENDER NO.: T31CD13239

**TITLE: SUPPLY AND INSTALLATION OF ELEVATOR CAR TOP RAILINGS FOR
UP TO A TWO (2) YEAR PERIOD**

This addendum forms part of the Tender Documents and amends the original Tender Documents as noted below:

1. Instructions to Tenderers have been revised. Discard and replace the previous versions with the attached pages.
2. Supplementary Conditions have been revised. Discard and replace the previous versions with the attached pages.
3. Document 00422 has been revised. Discard and replace the previous versions with the attached pages.
4. The following Documents have been added: 00411, 00411A, 00610, and 00630.
5. The following Schedules have been added: GC30, GC31, GC33A, GC33B.

The Tenderer shall note in the Tender Form the number of addenda received during the Tender period, to acknowledge that the contents form part of its Tender.



Toronto Transit Commission

Instructions to Tenderers

Request For Tender (Revised August 2012)

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TITLE: SUPPLY AND INSTALLATION OF ELEVATOR CAR TOP RAILINGS FOR UP TO A TWO (2) YEAR PERIOD

TENDER NO: T31CD13239

ISSUE DATE: DECEMBER 11, 2013

Your firm is hereby invited to submit a Tender to the Toronto Transit Commission for the above

INSTRUCTIONS TO TENDERERS

- 1 **Tender Submission** - The Tenderer shall complete the Tender Form including the Tender Form Price Schedule(s) and submit it in a **sealed envelope with the label included as 'Appendix A' affixed to the front of the envelope**. The Tenderer shall **not** show its name on this envelope. The Tenderer shall be responsible for ensuring it reviews and understands the Instructions to Tenderers, General Conditions, applicable Supplementary Conditions and Specifications, which form this Request for Tender. Sealed Tenders addressed as follows, will be received by the TTC at the 1st Floor Reception Desk until **10:00 a.m. Toronto time on Monday, February 3, 2014**

**ATTENTION: HEAD – TTC SERVICES DEPT.
1900 YONGE STREET
TORONTO, ONTARIO
M4S 1Z2**

Any Tender received late according to the TTC's clock will not be considered and will be returned to the respective Tenderer. **Faxed or e-mailed Tenders will not be considered.**

The Tenderer is solely responsible to ensure that the Tender submission is delivered to the address indicated above. The TTC will not be responsible to redirect any submissions delivered in error to any other of the TTC's properties.

- 1.1 **Tender Results** - The public opening of Tenders will take place in the TTC's Offices, 1900 Yonge Street, 15 minutes after the Tender closing time. Interested parties are invited to attend and should assemble in the lobby after the Tender closing and they will be escorted to the room for the Tender opening by TTC staff. Only total Tender prices will be revealed at the opening. Tender responses and following the award, the name(s) of the successful Tenderer(s) along with the award value(s) are available on the Materials & Procurement website at www.ttc.ca under 'Business with the TTC'.
- 2 **Tender Inquiries** - All inquiries or requests for information during the Tender period shall be directed to the Buyer by E-mail at anand.singh@ttc.ca or Facsimile No. (416) 537-0385 or Phone No. (416) 393-6956.
- 3 **Lobbying** -
 - 1 Anyone who "Lobby's" (as defined in the City of Toronto Municipal Code, Chapter 140) or is expected to Lobby a Member of the TTC Board (i.e. Commissioner), their staff, or any TTC officer or employee must comply with the requirements as set out in the City of Toronto Municipal Code, Chapter 140 – Lobbying). For the purposes of Chapter 140 of the City of Toronto Municipal Code, the TTC Board is a "local board (restricted definition)". For further information please see City of Toronto Web site at www.toronto.ca/lobbying.
 - 2 Failure to comply with the requirements of Chapter 140 of the City of Toronto Municipal Code, may, in the TTC's sole discretion, be considered in the evaluation of the Tenderer's current or future tender/proposal submissions and award of the current or future contracts. The TTC reserves the right, at its sole discretion, to not award a contract to a Tenderer who has failed to comply with the requirements of Chapter 140 of the City of Toronto Municipal Code.
- 4 **Addenda** - During the Tender period, any change to the Request for Tender will be made by the issuance of an addendum. For a Tender that is posted on our website, addenda will be posted electronically on the website. It is the **Tenderer's responsibility** to monitor the website to ensure they have received all the addenda issued up until the Tender closing. For a Tender that is issued via e-mail, courier or fax, addenda will also be emailed, couriered or faxed to the Tenderer. Addenda will be issued in the form of complete replacement pages and will refer to the addendum number at the bottom of the page. The Tenderer shall note in the Tender Form the number of addenda received during the Tender period, to acknowledge that the contents form part of its Tender. No oral interpretations, clarification or change shall modify any of the conditions to this Request for Tender.
- 5 **Pricing** - Unless specifically shown to the contrary, Tender prices shall be considered firm, in Canadian funds, and inclusive of all applicable costs, all applicable federal taxes (including but not limited to GST **and HST which has been passed into legislation and is effective July 1, 2010**) and duties and all applicable Ontario provincial taxes, either in force or announced prior to the Tender closing, even if the effective date is subsequent to the Tender closing, allowances, freight, and including fees for applicable permits, approvals and notices, with the exception of permits identified in the Specifications as being supplied by the TTC.
- 6 **Alternatives** - Only Tender submissions for the specified product, manufacturer part number or TTC drawing will be considered for this Request for Tender. The Tenderer may submit an alternative in addition to the specified product, manufacturer part number or TTC drawing for review and acceptance by the TTC for a future Tender request. The Tenderer shall clearly identify any alternative(s) and provide specific technical details in its Tender if it wishes the TTC to consider its alternative in the future.

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Instructions to Tenderers

- 7 Tender Evaluation and Acceptance** - No Tender may be withdrawn after the Tender closing date and time, until expiration of the Tender Validity specified in the Tender Form. The Tenderer shall accept all terms and conditions of the Request for Tender unless explicitly excepted or qualified in its Tender. Taking any exception to the Request for Tender may render the Tender unacceptable. Any errors or inconsistencies in the Tender shall be subject to the interpretation of the TTC. A list of common "Bid Irregularities" and the action that will be taken by the TTC is available on the Materials and Procurement website at www.ttc.ca under 'Selling to the TTC'. The TTC's right to accept or reject any Tender, whether or not it conforms with the Request for Tender or to cancel the Request for Tender at any time prior to the award of a Contract is expressly reserved without liability to the TTC. In order to be considered for award of the Contract, The Tenderer must provide pricing for each item listed within the Price Schedule (Appendix 1).
- .1 Submitted prices shall be in Canadian Funds, unless otherwise noted in a Tenderer's Tender. The Tendered prices shall remain firm for the duration of the Contract. The Tender pricing shall include all costs e.g. delivery, handling, skid charges etc. Taxes are to be included in the areas as noted in the Price Schedule.
 - .2 All quantities listed are estimates only and are not guaranteed nor is the Contract limited to those quantities.
 - .3 The Commission is under no obligation to accept the lowest or any Tender.
 - .4 Tenders will be evaluated on the basis of all information provided by the Tenderer. Each Tender will be reviewed to determine if the Tender is responsive to the submission requirements outlined in the RFT. Failure to comply with these requirements may deem the Tender non-responsive.
 - .5 The Contract shall be for up to a two (2) year period, commencing upon notification of award. It is the Commission's intent to award the Contract for a two (2) year term (Base Term). However, the Commission reserves the right, at its sole discretion, to award a Contract for a period of less than 2 years at and for the pricing as set out in the Price Schedule (Appendix 1). In the event the Contract is awarded for a period of less than 2 years, the Commission reserves the right to extend the Contract for any period such that the aggregate term does not exceed 2 years at and for the pricing as set out in the Price Schedule (Appendix 1).
 - .6 The Commission will provide written notice to extend the Contract prior to the Contract expiry date.
 - .7 In addition, the Commission reserves the right, at its sole discretion, to extend the Contract for an additional period of up to one (1) year beyond the Base Term (i.e. into Year 3). The Contract pricing for any extension period beyond the Base Term (i.e. into Year 3) will be negotiated between the Commission and the Supplier.
 - .8 **In order for the Tenderer to be considered for award of this Contract, the Tenderer must possess**
 - .1 a minimum of five (5) years of experience performing work on elevating devices that is similar in nature and scope size as the Work specified in the Terms of Reference set out in this Request for Tender; and
 - .2 a minimum of two (2) mechanics that the Tenderer will assign to the Work, and each mechanic shall be a holder of an EDM-A certificate as a mechanic under Ontario Regulation 222/01 (Elevating Device Mechanics), and each mechanic shall have a minimum of 10 years of experience performing work on elevating devices that is similar in nature and scope size as the Work specified in the Terms of Reference set out in this Request for Tender; and
 - .3 a TSSA contractor registration licence; and
 - .4 Professional Engineering staff licenced in the Province of Ontario with a mechanical and electrical discipline that the Tenderer will assign to the Work, and such Professional Engineering staff shall have a minimum of 10 years of experience performing work on elevating devices that is similar in nature and scope size as the Work specified in the Terms of Reference set out in this Request for Tender;
 - .5 a document (manual) that sets out its quality assurance program (similar to the ISO Certification Program).
- 8 Municipal Freedom of Information and Protection of Privacy Act** - A Tender submitted to the TTC shall become the property of the TTC and is therefore, subject to the provisions of the Municipal Freedom of Information and Protection of Privacy Act. Tenderers are responsible for familiarizing themselves with the provisions of this Act.
- 9 Work Performance** - The TTC during the term of a contract maintains a record of the performance of the Company completing work for the TTC and this information may be shared with the City of Toronto. The past performance of Tenderers in completing contracts for the TTC will be considered and the TTC reserves the right to reject any Tender submitted by a Tenderer with an unsatisfactory performance rating.
- 10 Submission Requirements** - In order to aid the TTC in determining the capability of Tenderers, each Tenderer shall submit the following as noted below:
- .1 **Mandatory Requirements** - The following information must be submitted with the Tenderer's Tender:



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.1 A signed copy of the Tender Form including:

- Tenderer's name and address.
- A hard copy of the Price Schedule including Tender pricing
- Acknowledge that any Addenda issued by the TTC form part of the Tenderer's Tender.
- Signature of the Tenderer.
- Completed Document 00422, including appropriate attachments (as required by Document 00422) – The information provided on Document 00422 shall provide evidence the Tenderer possesses the minimum requirements as set out above in Section 7.8. The list of companies provided by the Tenderer (minimum of 3), for whom the Tenderer has executed works of a similar nature and size as specified in the Terms of Reference (Section 3 -Scope of Work), must be able to verify the Tenderer's ability to perform the Work. Such a list must include the names and telephone numbers of a representative involved in each listed contract. The TTC reserves the right to contact references, and the award of any contract shall be subject to satisfactory reference checks.
- Bid Security, as set out below in Section 11.

11 Bid Security -

11.1 The Tender shall be accompanied by a security deposit in the form of a Bid Bond, Bid Security Irrevocable Letter of Credit, Bank Draft or certified cheque in the amount of \$10,000.00 Canadian Funds.

If submitting a bid bond, the Tenderer may use the TTC's standard form provided as Document 00411 - BID BOND. Such bond shall be issued by a duly licensed surety or insurance company registered to transact the business of surety ship in the Province of Ontario. In lieu of the TTC's standard form of Bid Bond, the Tenderer may submit its surety/insurance company's bid bond form(s) and such bid bond shall be issued by a duly licensed surety or insurance company registered to transact the business of surety ship in the Province of Ontario. However in such event, the surety/insurance company's bid bond form(s) shall contain the same or similar terms and conditions as set out in the TTC's Document 00411 - BID BOND. The acceptability of a bid bond submitted on a form(s) other than the TTC's standard as provided herein is at the sole discretion of the TTC. A reproduced copy of the original bid bond is acceptable for submission, however if requested by the TTC the original is to be submitted within 3 business days of the request.

If submitting an irrevocable letter of credit the Tenderer may use the TTC's standard form provided in Document 00411A – BID SECURITY IRREVOCABLE LETTER OF CREDIT. The irrevocable letter of credit shall be from a Canadian Schedule I, or II chartered bank. In lieu of the TTC's standard form of Bid Security Irrevocable Letter of Credit, the Tenderer may submit a Bid security irrevocable letter of credit issued from a Canadian Schedule I, or II chartered bank, however the bank's Bid security irrevocable letter of credit shall contain the same or similar terms and conditions as set out in the TTC's Document 00411A - BID SECURITY IRREVOCABLE LETTER OF CREDIT. The acceptability of a Bid security irrevocable letter of credit submitted on a form(s) other than the TTC's standard as provided herein is at the sole discretion of the TTC. A reproduced copy of the original Bid security irrevocable letter of credit is acceptable for submission, however if requested by the TTC the original is to be submitted within 3 business days of the request.

If the Tenderer is submitting a bank draft or certified cheque it shall be in the amount of \$10,000.00 Canadian and shall be made payable to the Toronto Transit Commission. The bank draft or certified cheque shall be drawn on a Canadian Schedule I or II chartered bank or Canadian licensed credit union with a branch in Canada. The bank draft or certified cheque shall be stapled to the first page of the Tender Form.

11.2 Bid Security deposits will be returned or released as follows:

- (a) The Tenderer's Security deposit will be returned or released within thirty-six hours following the receipt by the TTC of the Company's (successful Tenderer's) Contract Security, subsequent to the award of Contract.
- (b) The Tenderer's Security deposit will be returned or released within thirty-six hours following the confirmation from the TTC that no Contract will be awarded based on this Request for Tender.

12 Contract Award

12.1 As a condition of the Notification of Award of the Contract, the successful Tenderer agrees to provide Contract Security, in an amount equal to or greater than 25% of the total Contract Price as set out in Supplementary Condition SC 32 – CONTRACT SECURITY which will be in force until the Work under the Contract is completed as notified by the TTC.



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- 12.2 Included herein, as a reference, are the TTC's Contract Security forms; Irrevocable Letter of Credit (Contract Security) - Document 00630, and Performance Bond (Document 00610).
- 12.3 Within fifteen (15) calendar days of the TTC issuing a Notification of Award of the Contract the successful Tenderer shall submit its Contract Security to the TTC, and within ten (10) calendar days the successful Tenderer shall submit its applicable insurance certificates to the TTC.
- 12.4 All costs for the Contract Security/insurance shall be included in the total Tendered price submitted for the Contract.
- 12.5 In the event of default or failure to comply with Section 12 of these Instructions to Tenderers above on the part of the Tenderer, the TTC shall take possession of the 'Bid Security' monies submitted in accordance with Section 11 above – Bid Security and shall be at liberty to accept the next lowest-priced Tender or any Tender, or to advertise for a new Request For Tender, or to have the Work executed in any other way it may deem best. The Tenderer shall also indemnify and save harmless the TTC from all loss, damage, cost, charges and expenses which it may suffer or be put to by reason of any such default or failure on the part of the Tenderer. Also, the TTC may at its sole discretion, restrict the defaulting Tenderer from submitting a tender/proposal/bid on subsequent Requests For Tenders/Proposals/Bids, for a period of time deemed appropriate by the TTC. The TTC may at its sole discretion also restrict any Tenderer with whom an officer or director of that Tenderer or with whom an individual associated with that Tenderer, including but not limited to an officer or director that has, in the past, been associated, in any way, with a company that has been given a "Notification of Award" of contract by the TTC and defaulted in proceeding with the work of the contract, from submitting a tender/proposal/bid on subsequent Requests For Tenders/Proposals/Bids, for a period of time deemed appropriate by the TTC.



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The General Conditions shall apply to the Contract except as amended in these Supplementary Conditions. **For the purposes of these Supplementary Conditions Company shall mean Supplier.**

The following supersedes GC6 – TAXES AND DUTIES in its entirety and any cross reference thereto:

SC1 TAXES AND DUTIES

- .1 ***The Contract Price is inclusive of all applicable Canadian federal and provincial taxes and duties, either in force or announced prior to the Tender closing date, even if the effective date is subsequent to the Tender closing date, including but not limited to; the Goods and Services Tax (GST) applicable under the Excise Tax Act, and the Harmonized Sales Tax (HST) which will become effective July 1, 2010 (and which will supersede GST and ORST on the effective date), all customs and duties applicable under the Customs Act and Ontario Retail Sales Tax applicable under the Ontario Retail Sales Tax Act, (which will be superseded by the HST, starting July 1, 2010).***
- .2 If a change in the tax or duty payable is announced subsequent to the Tender closing date, any change in tax or duty payable will be to the account of the TTC. No additional costs for administration or overhead and profit will be allowed on such changes and the Contractor shall supply at no cost to the TTC, sufficient documentation to permit a determination of the resulting change.
- .3 Where an exemption or recovery of government sales tax, custom duties or excise taxes is applicable to the Contract, the Contractor shall provide the TTC where required, with all necessary cost information including original invoices and assistance, at no cost, to facilitate such exemption or recovery of taxes and duties to the credit of the TTC.
- .4 ***For purchases of material made after the HST is implemented, any cost savings that results to the Contractor as a result of being able to claim the full HST amount as an input tax credit must be passed on to the TTC. The Contractor shall provide the TTC with detailed documentation, as requested by the TTC at any time, supporting: (1) adjustments to the prices to deduct the PST and add the HST and (2) calculations of the tax cost savings with respect to implementation of the HST on July 1, 2010.***

SC2 INSURANCE REQUIREMENTS: Throughout the term of the Contract [and any warranty period], the Supplier shall obtain and maintain at their own expense the following insurance in relation to the Work, any services required to be performed by the Supplier under the Contract Documents, or otherwise, each such policy to be issued by an insurance company licensed to carry on the business of issuing such policies in Ontario, and possessing a Best's Financial Strength Rating of at least B+.

Comprehensive General Liability Insurance – Which shall include, but not be limited to:

- .1 Contractual liability coverage for liability assumed under GC7 INDEMNIFICATION;
- .2 Products and completed operations coverage;
- .3 Contingent employer's liability coverage, for any claims that might be brought against the Commission by any employee of the Company;
- .4 Owner's and Contractor's protective coverage for all subcontracted operations;
- .5 Non-owned automobile liability; and
- .6 Cross liability and severability of interests clause.

Such insurance shall provide a combined single limit of not less than One Million Dollars (\$1,000,000) for any one occurrence or accident for all claims arising out of bodily injury including death and damage to the property of others. Such liability insurance shall contain no exclusions in conflict with the character of the work required to be performed under the Contract and shall include the Commission as additional insured.

Automobile Liability Insurance Automobile liability insurance with a limit of not less than One Million Dollars (\$1,000,000) inclusive for any one accident or occurrence and shall insure against claims for bodily injury, including death, and for



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property damage arising out of the use of any vehicle owned, leased or operated by or on behalf of the Supplier in the performance of the Work.

SC3 EVIDENCE OF INSURANCE:

- .1 Within ten (10) calendar days of request by the Commission, the Supplier shall provide the Commission with certificates of insurance originally signed by the insurer or its authorized representative.
- .2 At the expiry date of the policy, the Supplier shall provide to the Commission signed certificates of insurance evidencing renewals or replacements prior to the expiration date of the original policies, without notice or request by the Commission.
- .3 Each policy shall be endorsed with an undertaking from the insurance company that such insurance will not be cancelled or reduced in coverage without thirty (30) days prior written notice by registered mail to the Commission.
- .4 With the exception of automobile liability, each policy shall include an endorsement under which the insurer waives any right of subrogation it may have against the Commission and its directors, officers, employees and agents.
- .5 Should the Commission be of the opinion that the insurance taken by the Supplier is inadequate in any respect for any reason whatsoever, it shall forthwith advise the Supplier of such opinion and the reasons therefore and the Supplier shall forthwith take out insurance of a character satisfactory to the Commission.
- .6 The taking out of the insurance as aforesaid shall not relieve the Supplier of any of its obligations under the Contract.

SC4 COMMENCEMENT OF THE WORK:

The Company may commence the Work upon Notification of Award issued by the TTC. However, the Company shall not begin the Work on the TTC's property prior to providing acceptable evidence of insurance to the TTC, if such insurance is required.

SC5 TERMS OF PAYMENT:

- .1 Once in each calendar month on or before the fourth day of the month, the Company shall submit in writing a detailed invoice for the value of the Work performed during the preceding month.
- .2 Payments on account of the Company's services shall be made monthly within thirty (30) days following receipt by the TTC of an acceptable invoice from the Company. In the event the thirty days falls on a weekend or public holiday, payment will be made the next business day thereafter.
- .3 Payment under the terms of the Contract shall not constitute acceptance of the Work nor relieve the Company from any of the responsibilities or obligations under the Contract.
- .4 Notwithstanding any right or remedy the TTC may have under the Contract or at law, in the event the Company's invoiced amount(s) are for Work that, in the opinion of the TTC's Representative, and at his/her sole discretion, has not been completed in accordance with the Contract Documents, the TTC will deduct the amount of such uncompleted Work from the Company's invoiced amount(s) in accordance with the provisions of the TERMS OF REFERENCE Section 4 – Deductions for Non-Performance of the Work.

SC6 SUBLETTING OR ASSIGNMENT OF THE CONTRACT:

The Company shall not subcontract, assign, transfer, convey, sell or otherwise dispose of the whole or any part of the Contract without the prior approval of the TTC's Representative. The Company agrees that it shall;

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incorporate the terms and conditions of the Contract Documents into all subcontract agreements, be as fully responsible to the TTC for the acts and omissions of its Subcontractors, agents, and persons directly or indirectly employed by it as for its own acts or omissions. Further, nothing contained in the Contract Documents shall imply or create any contractual relationship between any Subcontractor and the TTC.

SC7 ADVERTISING AND PUBLIC RELATIONS:

The TTC reserves the right to review and approve all public relations materials and advertising related to the Contract prior to publication. The Company shall ensure that any material or advertising to be published is submitted in writing to the TTC's Representative for such approval. The TTC's Representative will provide a decision within twenty-one (21) calendar days of receiving such request for approval.

SC8 INVOICING AND CORRESPONDENCE:

The invoices shall be in Canadian dollars and shall detail the following in a form acceptable to the TTC:

.1 General:

- The purchase order number;
- Applicable Taxes (GST, PST) shall be shown separately on the invoice;
- The Company's GST registration number;
- The work period covered by the invoice;
- Separate charges for each Contract Amendment invoiced;

.2 Unit Price/Time and Expense Basis: for time and expense charges include the following:

- Company Staff names, unit price and billing rates (per approved Company staff list);
- Hours worked (which can be supported by actual time sheets, if requested by the TTC's Representative);
- Approved time sheets for specialist Subcontractor, if applicable, for any charges for time;
- Labour rates, unit prices, or other rates;
- Detailed cost breakdown;
- Original receipts;
- Evidence of prior approval of the TTC where applicable.

.3 Invoices in duplicate shall be submitted to:

Toronto Transit Commission
Finance Department
Accounts Payable Section
1900 Yonge Street
Toronto, Ontario
M4S 1Z2
Attention: Supervisor Accounts Payable

.4 All other communication, correspondence and submissions shall be directed to:

Toronto Transit Commission
Plant Maintenance Department
1138 Bathurst Street
Toronto, Ontario
M5R 3H2
Attention: As indicated on Purchase Order

SC9 CLAIMS:

In the event that the Company is requested to perform work that is in its opinion, additional to that covered by the Contract, it shall provide notice in writing prior to proceeding, thereafter substantiated claims for such work may be submitted for consideration by the TTC. The TTC will not pay interest or financing costs on outstanding monies owed to the Company on claims submitted.



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- SC10** **REPORTS AND DOCUMENTS:** Reports, research documentation, studies, testing, etc., prepared for the TTC under this Contract shall become the property of the TTC and the TTC may use them at any time without further remuneration or consent.
- SC11** **SETTLEMENT OF DISPUTES:**
- .1 If a claim or another dispute arising between the Company and the Company cannot be resolved to the satisfaction of both parties then the parties may, between themselves, agree to submit the particular matter for arbitration in accordance with the provisions of the Arbitration Act of the Province of Ontario and amendments thereto.
- .2 The Company shall complete the Work, in accordance with the written instruction of the TTC's Representative, notwithstanding any dispute, arbitration or any legal action initiated by either or both of the parties.
- .3 Arbitration proceedings shall not take place until the completion of the Work except in a case where the parties agree that a matter in dispute is of such nature as to require immediate consideration while evidence is available.
- SC12** **VALUATION OR CHANGES IN THE WORK:**
- .1 During the Contract, the TTC may order changes by altering, adding to, or deducting from the Work without invalidating the Contract.
- .2 No change, departure, waiver, alteration or modification of any of the provisions hereof shall be made binding upon the TTC unless authority has been given by the TTC's Representative in the form of a Contract Amendment and the Company shall then proceed with the Work.
- .3 Where changes are authorized by the TTC's Representative, the amount which the Company is to receive shall be determined by a unit price proposal from the Company which is acceptable to the TTC's Representative. All such Work shall be executed under the terms and conditions of the original Contract unless otherwise specified.
- .4 Changes which are to be performed on a unit price basis shall be calculated using the method of measurement and unit prices contained in the Contract Documents or using unit prices subsequently submitted which are acceptable to the TTC's Representative. Changes, which are to be performed on a lump sum basis, shall be subject to negotiations between the TTC's Representative and the Company.
- SC13** **PROPERTY PASSES:**
- .1 One week prior to the commencement of Work on the site, the Company shall furnish the TTC's Representative with the names of employees to be engaged in the Work so that individual property passes may be issued.
- .2 Company personnel will not be granted access/egress to TTC Property unless such passes are presented to TTC security or other applicable TTC uniformed staff on a daily basis or when requested.
- .3 The Company shall ensure that all passes are returned to the TTC's Representative upon Contract completion and/or when the employee is no longer required on Site.
- SC14** **HAZARDOUS MATERIALS:** The Company shall be responsible for ensuring that the provisions of the Workplace Hazardous Materials Information System (WHMIS) legislation are fully adhered to by itself and by its Subcontractors with respect to, but not limited to; proper labelling of containers, availability of Materials Safety Data Sheets (MSDS) and provision of workers' education and training regarding any hazardous materials to be used on the Site for the duration of the Contract. The Company shall further be responsible for maintaining the appropriate data on Site, including all relevant MSDS's from itself and its Subcontractors.
- SC15** **SELLING PRODUCTS TO TTC EMPLOYEES:** If the Company sells any of its products to a TTC employee (or any other person who may be working on TTC property) for their personal use, the Company is not permitted to deliver such products to the TTC employee at their work location or any other location within any of the TTC's properties.
- SC16** **PROTECTION OF THE WORK AND ADJACENT PROPERTY:**
- .1 The Company shall protect the Work, the TTC's property, and any property adjacent to the Site from damage which may arise as a result of its operations under the Contract and shall be liable for any damages which may be occasioned; and the



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Company shall be responsible for making good such damages at its expense in the manner directed by and to the satisfaction of the TTC's Representative.

- .2 The Company shall be solely responsible to provide for and bear the costs of preventative measures to accommodate the forces of nature, which can result in freezing, flooding, overheating, or similar circumstances, which occur until Contract Completion.

SC17 INSPECTION OF THE WORK:

- .1 The TTC's Representative and his authorized representatives shall, at all times, have access to the Work. If portions of the Work are in preparation at locations other than the Site, the TTC, the TTC's Representative or their authorized agents or representatives shall be given access to such Work wherever it is in progress. Work to be done under the Contract shall be done to the satisfaction of the TTC's Representative who has the discretionary authority to reject Work which, in the TTC Representative's opinion, does not conform to the requirements of the Contract Documents. Defects and deficiencies shall be corrected by the milestone date(s) or the Contract Completion date or as mutually agreed upon between the TTC's Representative and the Company.
- .2 If the Work is designated for special tests, inspection or approvals in the Contract Documents or by the TTC Representative's instructions or by the applicable statutes, regulations and by-laws, the Company shall give the TTC's Representative timely notice regarding such inspections. Inspections by the TTC's Representative will be made promptly. The Company shall arrange for inspections by other authorities and shall give the TTC's Representative timely notice of such inspections.
- .3 If the Company covers, or permits to be covered, Work that has been designated for special tests, inspections or approvals before such special tests, inspections or approvals are made, given or completed, the Company shall, if so directed, uncover such Work, have the inspections or tests satisfactorily completed and make good such Work at its own expense.
- .4 Any part or parts of the Work may be specially examined for compliance with the Contract Documents if so ordered by the TTC's Representative. If, upon examination, such Work is found not to be in accordance with the Contract Documents, the Company shall correct such Work and pay the cost of examination and correction. If such Work is found to be in accordance with the Contract Documents, the TTC will pay the cost of examination and reinstatement.

SC18 LANGUAGE OF THE CONTRACT: Communication between the Company and the TTC shall be in the English language and said communication shall include but not be limited to all documents and submissions required under the Contract.

SC19 INTENT OF THE CONTRACT:

- .1 The intent of the Contract is to provide for everything necessary for the proper performance and completion in every detail of the Work described or implied by the Contract Documents.
- .2 The Company shall not assign, transfer, convey, sell or otherwise dispose of the whole or any part of the Contract without the written consent of the TTC.

SC20 LAWS TO BE OBSERVED:

- .1 In the performance of the Work, the Company shall observe and comply with the statutes and regulations of the Government of Canada and the Province of Ontario and with the by-laws of the municipalities within which the Work is located, so far as the said statutes, regulations and by-laws affect the Work or control or limit the actions of persons engaged in the Work.
- .2 Wherever a statute, regulation, by-law, standard, code or document or any part thereof is quoted in the Contract Documents, it shall be deemed to refer to the latest amendment or revision in effect on the date of the closing of Proposals and shall be a part of the Contract as if it had been written in full herein.
- .3 The Contract shall be governed by and interpreted in accordance with the laws of the Province of Ontario and any action or proceeding brought by the Company to interpret or enforce the Contract shall be commenced in the Courts of Ontario and not elsewhere.



Toronto Transit Commission

Supplementary Conditions (SC's)

SC21 WORKERS' RIGHTS: In accordance with the Ontario Human Rights Code the Company shall not discriminate against workers or applicants for employment as workers because of race, creed, colour, national origin, political or religious affiliations, gender, sexual orientation, age, marital status, record of offences, family relationship, or disability.

SC22 CONFIDENTIAL DATA: Except as is specifically required for the performance of the Work, the Company, its partners, directors, employees, officers, agents and Subcontractors, shall not divulge or use elsewhere, whether in whole or in part, any information regarding the TTC and its operation acquired or discovered during the performance of the Work without the prior written consent of the TTC.

SC23 PARKING: No cars or trucks shall be parked on the TTC's property without the approval of the TTC's Representative. The TTC shall not be held responsible for damage that may occur to any vehicle operated upon or parked upon TTC property.

SC24 SUSPENSION OF THE WORK:

- .1 When, in the TTC Representative's opinion, it is necessary or desirable to suspend the Work, the TTC's Representative will issue a written notice to the Company directing the Company to discontinue or delay the Work. The Company shall not resume the Work until so directed by the TTC's Representative in writing.
- .2 The Company, upon receiving notice of suspension, shall suspend all operations, except those necessary for the safety and protection of personnel and the public and for the care, preservation and protection of the Work, the Site, Products, tools, construction materials, machinery and equipment and subject to any directions in the notice of suspension, the Company shall discontinue ordering Products, materials, facilities and supplies required for the Work.
- .3 If the Work is suspended, the Company shall forthwith take all necessary measures for the protection of the Work against damage from rain, snow, frost, ice or other causes and shall so maintain the Work and shall be fully responsible for any failure in this connection.
- .4 During the period of suspension, the Company shall not remove from the Site any part of the Work, Products, construction materials and machinery, equipment or tools without the written permission of the TTC's Representative.

SC25 FORCE MAJURE:

- .1 If the Company is delayed in the performance of the Work by acts of God, or public enemies, acts of governments, or foreign states, or fires, floods, epidemics, quarantine restrictions, strikes, lockouts or organizations of workers, or embargoes by transportation companies or public authorities, or by riots, insurrections, wars, pestilence, lightning, earthquakes, cyclones, or by other causes which the TTC's Representative determines to be wholly beyond the control of the parties, then an extension of time to any affected milestones, substantial performance or contract completion, which the TTC's Representative determines is reasonably necessary, may be granted. The Company shall not be entitled to any additional compensation on account thereof. Precipitation, cold and hot weather, unseasonable or otherwise, will not be considered force majeure.
- .2 If the Company is delayed in the performance of the Work by a stop work order issued by a court or other public authority and provided that such order was not issued as a result of any act or fault of the Company or the TTC, then the delay shall be treated as a force majeure with an extension of time, as the TTC's Representative may determine that the Work has been delayed.
- .3 No extension of time shall be granted unless the Company, within fourteen (14) calendar days after the delay is discovered, submits to the TTC's Representative in writing its notice of claim for extension of time.
- .4 The notice of claim shall state the nature of delay, its causes, the portions of the Work affected thereby and the date when they become so affected.
- .5 If the TTC's Representative is satisfied that the delay occurred, that it resulted in cessation or delaying of the Work, and that it resulted from one or more of the causes described herein, the TTC's Representative shall, at the termination of the period of delay, issue a Contract Amendment stating the number of days by which milestones, substantial performance and/or contract completion shall be extended by reason of that delay.

SC26 WORK BY OTHERS:



Toronto Transit Commission

Supplementary Conditions (SC's)

Standard Supply Contract (Revised August 2012)

Page 7 of 9

- .1 The TTC may award contracts and/or Work Assignments to other Companies and/or do work with its own forces during the progress of the Work. The Company will cooperate with the other Companies and the TTC in conducting the Work required to complete the Work Assignments in a timely and efficient manner.
- .2 The Company shall coordinate its activities to minimize interference with the work of other Companies and the TTC's own forces, and no payments for claimed extra costs will be allowed to the Company on this account. In cases of conflict between the sequence of Work to be performed by the various parties, the decision of the TTC will be final.
- .3 Disconnection and reconnection of all work within existing electrical panels and equipment shall be performed by TTC personnel only.

SC27 CODES AND STANDARDS:

- .1 Throughout the Specifications, references are made to codes and standards to establish minimum acceptable standards of materials and performance for the Work.
- .2 Perform the Work in accordance with the latest published edition(s).
- .3 Provide products and labour which meet or exceed the specified codes or standards.

Codes

- .1 Execute the Work in accordance with the applicable codes, laws and regulations of Codes and statutory regulations pertinent to the Work.
- .2 The Company shall be familiar with and follow these Acts and Regulations:
 - The Ontario Occupational Health and Safety Act;
 - Ontario Regulations for Construction Projects;
 - WHMIS Regulations;
 - The Ontario Environmental Protection Act and Regulations;
 - The Ontario Employment Standards Act.
- .3 In the event of conflict of the above regulations, execute the Work in accordance with the requirements of the authority having jurisdiction.

SC28 ABCC: The Company acknowledges and agrees that upon request from an ABCC to purchase against the Contract (either through the same Purchase Order or through a separate Purchase Order), the Company shall provide the goods/services to the ABCC at the same pricing and terms and conditions as set out in the Contract.

The TTC reserves the right to add or delete any ABCC and /or additional delivery locations during the term of the Contract.

A listing of current ABCC's may be found on the City's website: www.toronto.ca/abcc

SC29 ADDITIONAL DEFINITIONS: The following definitions apply to the Contract Documents and references to the singular throughout the Contract Documents shall be considered to include the plural and vice versa, as the context requires:

- .1 **"Work Order"** shall mean a written order to the Company to proceed with a specified part of the Work, at the price and conditions set out therein.
- .2 **"Anniversary"** — means the yearly return of the date of the start of the Work or Notification of Award.
- .3 **"F.O.B. Point"** - The point at which title passes only. The F.O.B. Point does not relieve the Company of its responsibilities for delivery.
- .4 **"Industrial Properties"** — means all software, pattern, designs and other intellectual property rights that are or may become used in connection with the Work.
- .5 **Normal work hours** --- It shall be understood normal working hours as defined by this contract shall be between the hours of 7:00am through to 4:00pm Monday to Friday.
- .6 **"Parts"** — means any item or equipment, mechanical or electrical device, or together item of plant, machinery or systems or part thereof that must be repaired or replaced for any reason in connection with the Maintenance of the Service Areas, but excludes any item which must be repaired or replaced in connection with Repairs.



Toronto Transit Commission

Supplementary Conditions (SC's)

- .7 "Resume" — account of employee's educational documentation to include but not limited to Elevating Device trade license, documented trade skill set and years of experience.
- .8 "Supplies" — means items periodically replaced in the Maintenance of the Service Areas.
- .9 "TSSA" — Technical Standards and Safety Authority

SC30 WAGE RATES

- .1 The Company shall engage, or cause to be engaged by it or its Subcontractors, competent workers who are members of local trade unions having appropriate affiliations, if available, for Work normally performed on Site in the execution of the Contract.
- .2 During the term of the Contract, the Company and its Subcontractors shall pay or cause to be paid for the Work, the union rate prevailing in the area in which the Work is to be performed and shall otherwise comply with the local union working conditions.
- .3 If there is no such union rate for any class of work; the Company shall pay the rate of wages prevailing and generally accepted.

SC31 INTERPRETATION OF THE CONTRACT

The TTC's Representative is in the first instance the interpreter of the Contract and the judge of the Company's performance. The TTC's Representative shall determine the completeness and adequacy of the Work performed by the Company, and in the event a question arises between the parties as to the intent of the Contract or any portion thereof, the TTC's Representative will render a decision which will be binding upon the Company and in particular, without limiting the generality of the foregoing any questions as to:

- .1 The meaning of anything in the Terms of Reference;
- .2 Whether or not the labour, Parts or Supplies provided by the Company in performing the Work and carrying out the Contract are adequate to ensure that the Work has/will be performed in accordance with the Contract; and
- .3 The timing and scheduling of the Work.

The Company shall carry out the Work in accordance with the decisions and directions of the TTC's Representative.

SC32 CONTRACT SECURITY

32.1 The Company must keep and maintain the following Contract Security as noted below. If its Contract Security is renewable, the Company agrees to renew the Contract Security as may be required.

(a) The Company shall provide Contract security in the form as set out on the TTC's standard form Performance Bond- Document 00610, in an amount at least equal to 25% of the total value of the Contract Price ("Contract Security"). Such Performance Bond shall be issued by a duly licensed surety or insurance company registered to transact the business of suretyship in the Province of Ontario and from a surety acceptable to the TTC.

(b) In lieu of a Performance Bond (Document 00610), the Company may submit an Irrevocable Letter of Credit on the TTC's standard form - Document 00630 in an amount at least equal to 25% of the total value of the Contract Price. Such Irrevocable Letter of Credit shall be issued from a Canadian Schedule I or II bank from a branch office in the City of Toronto.

(c) In lieu of a Performance Bond (Document 00610), the Company may submit a certified cheque issued by a Canadian Schedule I or II bank in an amount at least equal to 25% of the total value of the Contract Price, and the cheque shall be made payable to the Toronto Transit Commission.

(d) In lieu of a Performance Bond (Document 00610), the Company may deposit the funds directly into the TTC's bank account by way of a wire transfer. The TTC's destination bank account details will be provided to the Company at the



Toronto Transit Commission

Supplementary Conditions (SC's)

Company's request.

- 32.2 Under Section 32.1 (a) and/or (b) above, the Contract Security shall be required and shall be maintained by the Company until the TTC confirms the Work has been completed and the TTC has issued the final payment for the same.

Under Section 32.1 (c) above, the TTC will cash the certified cheque, and under .1 (c) and/or (d) above, the TTC may earn interest on the funds deposited in the TTC's account and the Company shall have no claim on such interest.

SC33 APPLICABLE TTC POLICIES

a.) With respect to the provision, or receipt, as applicable, of the Work and access to the premises, property and employees of the TTC, the Company shall comply with such applicable policies, procedures and protocols of the TTC as are provided to the Company in writing and in advance. The TTC may, from time to time, amend its policies, protocols and procedures or add new policies, protocols and procedures by providing notice to the Company of such requirements. The Company shall be responsible to ensure that its workers comply with such applicable policies, protocols and procedures. Without limiting the generality of the foregoing, the Company shall comply with the requirements of the TTC's Respect and Dignity Policy and Workplace Violence Policy, as amended from time to time, all in accordance with Section 00 72 00 - Schedule GC33A and GC33B attached hereto.

b.) The Company will be responsible to provide all Company staff with accessible customer service training and shall keep records of such training and make available to the TTC on request, all in accordance with Section 00 72 00 - Schedule GC30, attached hereto.

c.) The Company will be responsible for its "Contract Workers" with respect to "Fitness for Duty", all in accordance with Section 00 72 00 - Schedule GC31, attached hereto.

d.) With respect to the Schedules referred to above in Section 33 a.), b.), and c.): Contractor shall mean Company

END OF SECTION

Similar Contract Completed
(general description of work,
contract value, Name of owner
contract name, duration of
contract, date completed,
Name & contact information
For reference check)

Description: _____
Contract Value: _____
Name of Owner: _____
Contract Name: _____
Duration of Contract: _____
Date Completed: _____
Contact Name, Title and Phone No: _____

Similar Contract Completed
(general description of work,
contract value, Name of owner
contract name, duration of
contract, date completed,
Name & contact information
For reference check)

Description: _____
Contract Value: _____
Name of Owner: _____
Contract Name: _____
Duration of Contract: _____
Date Completed: _____
Contact Name, Title and Phone No: _____

Qualifications:
(Provide copy of TSSA contractor
Registration licence.)

Provide copy of EDM-A mechanic(s)
Certification and confirm years of
Relevant experience 10yrs min.)

Mechanic one Name: _____ Years of experience: _____

Mechanic two Name: _____ Years of experience: _____

Provide name(s) of back up
Staff (mechanics and provide EDMA certification)
Name(s): _____

Provide copy of Professional Engineer(s)
Licence and confirm number
Of year's experience

Mechanical Discipline 10 years min: Name: _____ Years of experience: _____

and
Electrical Discipline 10 years min: Name: _____ Years of experience: _____

Provide copy of company's Quality Assurance Program (similar to the ISO Certification Program)

YOU MUST SUBMIT THIS PAGE WITH YOUR TENDER

BE IT KNOWN BY THESE PRESENTS, that

hereinafter called the "Principal"

and

authorized to transact the business of suretyship in the Province of Ontario and hereinafter called the "Surety"

ARE JOINTLY AND SEVERALLY HELD AND FIRMLY BOUND UNTO the TTC, in the penal sum of Ten-Thousand (\$10,000.00) of lawful money of Canada to be paid to the TTC or to its attorneys, successors, or assignees for which payment well and truly be made, we jointly and severally bind ourselves, and each of our several and respective successors, heirs, executors, administrators and assignees and every one of them forever firmly by these presents.

WHEREAS the said Principal is herewith submitting to the TTC its Tender ("Bid") for the Supply and Installation of Elevator Car Top Railings for up to a 2 Year Period, Tender No. T31CD13239 and the said Bid provides that it is to continue open to acceptance and to be irrevocable for a period of ninety calendar days from the Closing of the Request for Tender (RFT).

NOW THE CONDITION OF this obligation is such that if, on acceptance of the Bid of the aforesaid Principal in accordance with the terms and conditions of the said RFB within Sixty calendar days from the Closing of the RFB, the said Principal shall, within the time required, enter into a Contract and give good and sufficient evidence of insurance and provide bonds as required by the said Bid Documents to secure the performance of the terms and conditions of the Contract, then this obligation shall be void; otherwise the Principal and Surety shall pay unto the TTC the penal sum hereof.

AND IT IS HEREBY DECLARED AND AGREED that the Surety shall be liable as Principal and that nothing of any kind or matter whatsoever that will not discharge the Principal shall operate as a discharge or release of liability of the Surety, any law or usage relating to the liability of Sureties to the contrary notwithstanding.

IN WITNESS WHEREOF we have hereunto set our seals by the hands of our proper Officers in that behalf.

DATED this _____ day of _____, 201_.

(Name of Principal)

Per: _____
(Signature)

Name: _____

Title: _____

(C/S)

Per: _____
(Signature)

Name: _____

Title: _____

I/We have authority to bind the Corporation.

(Name of Surety)

Per: _____
(Signature)

Name: _____

Title: _____

(C/S)

Per: _____
(Signature)

Name: _____

Title: _____

I/We have authority to bind the Corporation.

END OF SECTION

Toronto Transit Commission
Materials and Procurement
1138 Bathurst Street
Toronto, Ontario M5R 3H2
Attention: Head – Materials and Procurement

Contract Title: Supply and Installation of Elevator Car Top Railings for up to a 2 Year Period

Dear Sir:

We hereby authorize the Toronto Transit Commission to draw on the _____
(Financial Institution), Toronto up to any aggregate amount of Ten-Thousand dollars (\$10,000.00)
available by drafts at sight as follows:

Pursuant to the request of our customer(s), _____ (Company Name), we,
hereby establish and give to you an Irrevocable Letter of Credit in your favour in the total amount of
\$10,000.00 which may be drawn upon us by you and which demand we shall honour without
enquiring whether you have the right as between yourself and our said customers to make such
demand and without recognizing any claim of our said customers.

Provided, however, that you are to deliver to the _____
(Financial Institution), Toronto at such time as a written demand for payment is made upon us, your
signed statement that the monies drawn pursuant to this Letter of Credit are pursuant to obligations
related in your Contract with _____ (Company Name).

This Letter of Credit will continue up to ninety calendar days from the day of closing of the Bids by
the TTC and will expire on that date.

The drafts drawn under this Credit are to state on their face that they are drawn under the
_____ (Financial Institution), Toronto, Ontario, Letter of Credit No.
_____ dated _____.

We hereby agree that drafts drawn in conformity with the terms and conditions of the Credit will be
duly honoured on presentation.

This Letter of Credit is subject to the "Uniform Customs and Practice for Documentary Credits
(2007 Revision) International Chamber of Commerce Publication No. 600."

Authorized Signature: _____

Title: _____

Countersigned: _____

Title: _____

END OF SECTION

BOND # _____

BE IT KNOWN BY THESE PRESENTS, that _____

a company incorporated under the laws of _____

hereinafter called the "Contractor",

and

_____ authorized to transact the business of Suretyship in the Province of Ontario, hereinafter called the "Surety",

ARE JOINTLY AND SEVERALLY HELD AND FIRMLY BOUND UNTO the TTC and its successors, hereinafter called the "Obligee", in the penal sum of _____

_____ dollars (\$ _____) of lawful money of Canada to be paid to the Obligee or to its attorneys, successors, or assigns, for which payment well and truly to be made, we jointly and severally bind ourselves and each of us our several and respective successors, heirs, executors, administrators and assigns forever firmly by these presents.

WHEREAS the Contractor has entered into a written Contract with the Obligee, for the execution of certain Work for the said Obligee at the total Contract Price and upon the terms and conditions in the Contract Documents, for the Supply and Installation of Elevator Car Top Railings for up to a 2 Year Period, Tender No. T31CD13239, which Contract Documents are by reference made a part hereof, and are hereinafter referred to as the "Contract", and having been required to furnish satisfactory security for the fulfilment of the said Contract and said Surety has consented to become such security and to execute these presents.

NOW THE CONDITION OF this obligation is such that if the said Contractor shall well, truly and faithfully execute, complete and carry out the said Contract and all the terms and conditions thereof to the satisfaction of the Obligee and shall keep and maintain in good working order and complete repair the whole of the Work performed under the said Contract and any Contract Change which may be made pursuant thereto, for the warranty period(s) indicated in the said Contract and shall indemnify and keep indemnified the Obligee and the officers, servants and agents thereof from all, and all manner of damage, loss, expenses, claims and demands arising out of any breach of the said Contract, or any of the covenants or conditions therein contained, then this obligation shall be void, else to remain in full force.

PROVIDED further and it is hereby agreed and declared that neither the Contractor nor the Surety shall be liable under this instrument for payment of any claims for labour, material or services used or reasonably required for use in the performance of the Contract.

PROVIDED always, and it is hereby agreed and declared, that the Obligee and the Contractor have the right to change, alter and vary the terms of the Contract and that the Obligee may, in its discretion at any time or times, take and receive from the Contractor any security whatsoever and grant any extension of time thereon or on any liability of the Contractor to the Obligee.

PROVIDED further and it is hereby agreed and declared that the Contractor and the Surety shall not be discharged or released from liability hereunder and that such liability shall not be in any way affected by any such changes, alterations, or variations, the taking or receiving of security, or extension of time, as aforesaid, or by the exercise of the Obligee of any of the rights or powers reserved to it under the Contract or by its forbearance to exercise any such rights or power, including (but without restricting the generality of the foregoing) any changes in the extent or nature of the Work or by any dealing, transaction, forbearance or forgiveness which may take place between the Contractor and the Obligee.

AND IT IS HEREBY DECLARED AND AGREED that the above bounden Surety shall be liable as Contractor and that nothing of any kind or matter whatsoever that will not discharge the said Contractor shall operate as a discharge or release of liability to the said Surety, any law or usage relating to the liability of Sureties to the contrary notwithstanding.

IN WITNESS WHEREOF we have hereunto set our seals by the hands of our proper Officers in that behalf.

DATED this _____ day of _____, 201_.

Name of Contractor: _____

Per: _____
(Signature)

Name: _____

Title: _____

(C/S)

Per: _____
(Signature)

Name: _____

Title: _____

I/We have authority to bind the Corporation.

Name of Surety: _____

Per: _____
(Signature)

Name: _____

Title: _____

(C/S)

Per: _____
(Signature)

Name: _____

Title: _____

I/We have authority to bind the Corporation.

Toronto Transit Commission
Materials and Procurement
1138 Bathurst Street
Toronto, Ontario M5R 3H2
Attention: Head – Materials and Procurement

Contract Title: Supply and Installation of Elevator Car Top Railings for up to a 2 Year Period

Dear Sirs:

We hereby authorize the Toronto Transit Commission to draw on the _____ (Financial Institution), Toronto up to any aggregate amount of \$ _____ available by drafts at sight as follows:

Pursuant to the request of our customer(s), _____ (Company Name), we hereby establish and give to you an Irrevocable Letter of Credit in your favour in the total amount of \$ _____ which may be drawn upon us by you and which demand we shall honour without enquiring whether you have the right as between yourself and our said customers to make such demand and without recognizing any claim of our said customers.

Provided, however, that you are to deliver to the _____ (Financial Institution), Toronto at such time as a written demand for payment is made upon us, your signed statement that the monies drawn pursuant to this Letter of Credit are pursuant to obligations related in your Contract with _____ (Company Name). The amount of the Credit shall be reduced from time to time by notice in writing given to the undersigned by the Toronto Transit Commission.

This Letter of Credit will continue up to _____ and will expire on that date.

This Letter of Credit shall be renewed from year to year on its anniversary date unless we give you notice in writing 30 days prior to the expiry date or an anniversary thereof.

The drafts drawn under this Credit are to state on their face that they are drawn under the _____ (Financial Institution), Toronto, Ontario, Letter of Credit No. _____ dated _____.

We hereby agree that drafts drawn in conformity with the terms and conditions of the Credit will be duly honoured on presentation.

This Letter of Credit is subject to the "Uniform Customs and Practice for Documentary Credits (2007 Revision) International Chamber of Commerce Publication No. 600."

Authorized Signature: _____

Title: _____

Countersigned: _____

Title: _____

SECTION 00 72 00 – SCHEDULE GC30

ACCESSIBLE CUSTOMER SERVICE TRAINING REQUIREMENTS

(For Contractors, Consultants and other service providers)

- .1 The TTC supports the goals of the Accessibility for Ontarians with Disabilities Act (AODA), 2005 and is committed to providing equal treatment and equitable benefits of the TTC's services, programs and facilities in a manner that respects the dignity and independence of people with disabilities.
- .2 Under section 6 of the Accessibility Standard for Customer Service, O, Reg. 429/07, established by the AODA, the TTC must ensure that employees, volunteers and all other personnel, including third party Contractors, who deal with members of the public or other third parties on behalf of the TTC or, who participate in developing the TTC policies, practices or procedures on the provision of goods and services receive training on accessible customer service.
- .3 All personnel must complete training that meets the requirements of the Accessible Customer Service regulation and includes:
 - .1 an overview of the AODA;
 - .2 Understanding the requirements of the Regulation;
 - .3 How to interact and communicate with persons with various types of disabilities;
 - .4 How to interact with persons with disabilities who use an assistive device or require the assistance of a guide dog or other service animal or the assistance of a support;
 - .5 How to use equipment or devices available on the provider's premises or otherwise provided by the provider to people with disabilities to access goods or services; and
 - .6 What to do if a person with a particular type of disability is having difficulty accessing the provider's goods or services.
- .4 Third party Contractors and other service providers are to ensure that training records are maintained, including dates when training is provided, the number of personnel who received training and individual training records. Contractors are required to ensure that this information is available, if requested by the TTC's Representative.
- .5 **E-learning:**
 - .1 The training requirements can be fulfilled by completing the e-Learning course "Serve-ability: Transforming Ontario's Customer Service", which can be found on the Ministry of Community and Social Services website:
<http://www.mcsc.gov.on.ca/mcsc/serve-ability/splash.html>
6. **For more information:**
 - .1 How to comply with the Accessible Customer Service Standard at:
www.accessON.ca/compliance
 - .2 Requirements of the Accessible Standards for Customer Service (Ontario Regulation 429/07):
www.e-laws.gov.on.ca/html/source/regs/english/2007/elaws_src_regs_r07429_e.htm

SECTION 00 72 00 – SCHEDULE GC31

TORONTO TRANSIT COMMISSION FITNESS FOR DUTY EXPECTATIONS FOR CONTRACTORS PROCEDURE

I. ADDITIONAL DEFINITIONS:

The following additional definitions shall apply to this Schedule and references to the singular throughout shall be considered to include the plural and vice versa as the context requires.

All capitalized terms unless otherwise defined in this Schedule shall have the meaning as set out in the General Conditions and/or Supplementary Conditions of the Contract.

“Worker” means:

- (a) any individual that the Contractor or a Subcontractor employs, contracts with or assigns to perform Work; and/or
- (b) any Contractor or Subcontractor that is an individual.

“Drug” means any substance, including but not limited to alcohol, illicit drugs, medications, or other substances the use of which has the potential to change or adversely affect the way a person thinks, feels or acts. For purposes of this procedure, Drugs of concern are those that inhibit a Worker’s ability to perform Work safely and productively.

“alcohol” refers to beer, wine and distilled spirits, and includes the intoxicating agent found in medicines or other products.

“illicit drug” means any Drug or substance which is not legally obtainable and whose use, sale, possession, purchase or transfer is restricted or prohibited by law (e.g. street Drugs such as marijuana and cocaine).

“medication” refers to a Drug obtained legally, either over-the-counter or through a doctor’s or Nurse Practitioner’s prescription.

“Drug Paraphernalia” means any personal property associated with the use of any Drug, substance, chemical or agent, the possession of which is unlawful in Canada. This would also include any product or device that may be used to attempt to tamper with a testing sample.

“Extreme Fatigue” means physical and/or mental exhaustion that reduces a person’s alertness such that a safety hazard is created or results in an inability to safely perform Work.

“Fit for Duty” means, in the context of the Expectations, that a Worker is able, to safely and/or acceptably perform assigned duties without any limitations resulting

SECTION 00 72 00 – SCHEDULE GC31

from, but not limited to: the use or after-effects of illicit drugs, alcohol, and/or medications; the misuse of and/or failure to take prescribed medications; and/or Extreme Fatigue.

“On duty” is the time period commencing from when a Worker reports to perform Work up until the time he or she ceases to perform Work for the day, and includes lunch, break times and times between the portions of split crews. On Duty also includes the time period in which an individual is required to be performing Work or is on stand-by to perform Work.

II. PURPOSE

The TTC has an overriding obligation to protect the health and safety of all individuals by ensuring that all Workers performing Work are Fit for Duty, as defined in this Fitness for Duty Expectations for Contractors Procedure (“Expectations”). In light of this obligation, and recognizing the safety-sensitive nature of the TTC’s operations, the Expectations are intended to outline in more detail the standards associated with being Fit for Duty while performing Work.

III. APPLICATION

Contractors are encouraged to implement their own Fitness for Duty policy. At a minimum, a Contractor is expected to ensure, that all Workers they employ, contract with, or assign to perform Work, and to ensure that Subcontractors and their workers, understand and meet the requirements set out herein. These requirements are to be applied, with appropriate modification in the circumstances, while maintaining the purpose of the Expectations.

IV. RESPONSIBILITIES

i. Contractor Responsibilities

Contractors are expected to:

- adhere to the requirements of the Expectations and ensure, by enforcing these requirements, that their Workers and Subcontractors do the same.

ii. Worker Responsibilities

Workers performing Work are expected to adhere to the requirements of the Expectations including, but not limited to:

- reporting Fit for Duty, and remaining fit while On Duty or otherwise on Site;
- co-operating with any investigation required by the Expectations; and
- taking appropriate action(s) to minimize any safety risk.

SECTION 00 72 00 – SCHEDULE GC31

If unexpected circumstances arise where a Worker is requested to perform Work while he or she is not Fit for Duty, it is the responsibility of the Worker to inform the Contractor or Subcontractor, as applicable, the Worker's supervisor and/or a TTC representative that he or she cannot perform the Work.

iii. **Subcontractor Responsibilities**

Subcontractors are expected to adhere to the requirements of the Expectations, as applicable, and to ensure, by enforcing these requirements, that their Workers and any Subcontractors they contract with do the same.

Subcontractors that are individuals are also expected to adhere to the requirements of the Worker Responsibilities, set out above.

V. **STANDARDS**

i. **Illicit Drugs**

The following are prohibited while On Duty or otherwise on TTC premises or worksites:

- reporting for duty or remaining On Duty under the influence of illicit drugs;
- consuming any illicit drugs during meals or other breaks; and
- the use, possession, distribution, offering or sale of illicit drugs or Drug Paraphernalia.

ii. **Alcohol**

The following are prohibited while On Duty or otherwise on TTC premises or worksites:

- the use, possession, distribution, offering, or sale of alcohol;
- reporting for duty or remaining On Duty under the influence of alcohol from any source; and
- consuming any product containing alcohol.

iii. **Medications**

Workers are expected to responsibly use all medications. They should investigate (through their doctor or pharmacist) whether a medication can adversely affect performance or the safe operation of any equipment or machinery, including vehicles. They should also take appropriate steps to minimize associated risk, which would include notifying the Contractor or Subcontractor, as applicable, their supervisor or a

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TTC representative of their inability to perform Work safely.

The following are prohibited while On Duty or on TTC premises or worksites:

- the possession of prescribed medications without a legally obtained prescription;
- the distribution, offering or sale of prescription medications (trafficking); and
- the intentional misuse of medications (e.g. using the medication not as prescribed, using someone else's medication or combining medication and alcohol use against direction).

iv. **Extreme Fatigue**

Workers are expected to report Fit for Duty and are responsible for taking appropriate action(s) to avoid Extreme Fatigue while On Duty. When performing Work, Workers are prohibited from reporting for duty or remaining On Duty when suffering from Extreme Fatigue. All Workers are responsible for:

- ensuring sufficient rest periods prior to starting work and utilizing breaks provided within and between shifts to rest and recuperate; and
- recognizing the symptoms of fatigue and reporting incidents of Extreme Fatigue to the Contractor or Subcontractor, as applicable, his or her supervisor and/or a TTC representative.

VI. **INVESTIGATIONS AND REPORTING REQUIREMENTS**

i. **Fit for Duty**

a. **Investigations by Contractors:**

If there are reasonable grounds to believe that a Worker is not Fit for Duty, or has otherwise violated the Expectations, the Contractor is required to notify a TTC representative immediately, to remove the Worker from performing Work and to provide the Worker with an opportunity to explain the situation.

If the Contractor is unavailable or otherwise unable to have the Worker removed, the TTC will remove the Worker.

The Worker shall not perform any further Work, perform additional Work or enter upon any Site pending the results of the investigation without the permission of the Contractor.

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All investigations by the Contractor must be performed to the TTC's satisfaction. A Contractor must prepare a written report directed to the applicable TTC representative setting out the nature of its investigation and the results.

b. Investigations by the TTC where Conflicts of Interests Exist:

In some circumstances, a conflict of interest will exist with regard to having the Contractor conduct an investigation into whether a Worker is Fit for Duty or has otherwise violated the Expectations, for e.g. where the Worker is a director, owner or officer of the Contractor, or where the Worker is an individual who does not have any employees and is directly engaged by the TTC. The TTC in its sole discretion will determine whether a conflict of interest exists preventing the Contractor from conducting the investigation.

If a conflict of interest exists, the Contractor shall not conduct an investigation into whether a Worker is Fit for Duty, or has otherwise violated the Expectations. Instead, a TTC representative will conduct the investigation.

If reasonable grounds exist to believe that the Worker is not Fit for Duty or has otherwise violated the Expectations, he or she will be removed from performing any Work and given an opportunity to explain the situation to a TTC representative.

If a TTC representative still believes that the Worker is unfit for duty or has otherwise violated the Expectations, after the Worker is provided with an opportunity to explain the situation, a TTC representative will consult with a second TTC representative.

The Worker shall not perform any further Work, perform additional Work or enter upon any Site pending the results of the investigation without the permission of the TTC.

The TTC will prepare a written report directed to the Contractor setting out the nature of its investigation and the results.

ii. Alcohol and Drug Testing

Contractors are encouraged to implement an alcohol and Drug testing policy. When an investigation is conducted into whether a Worker is Fit for Duty, or has otherwise violated the Expectations, an alcohol and Drug testing policy will assist Contractors in complying with their obligations under applicable legislation, including the *Occupational Health and Safety Act* and the *Human Rights Code*.

iii. Impaired Driving Situations

If required to operate any vehicle, Workers must report the loss of a valid driver's license to the Contractor, their supervisor and/or a TTC representative immediately. In addition, Workers are required to immediately report to the Contractor, their supervisor and/or a TTC representative the receipt of any impaired driving charges and/or suspensions received while operating a vehicle On Duty.

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iv. Possession of Alcohol or Drugs

Contractors are required to notify a TTC representative if they have reasonable grounds to believe that a Worker possesses alcohol and/or illicit drugs while performing Work or otherwise on TTC premises or worksites while On Duty. In cases where the Contractor or the TTC has reasonable grounds to believe this, the police must be contacted. If police do not conduct an investigation, the TTC in its sole discretion will determine if the TTC or the Contractor will conduct the investigation. A Worker may not perform any Work or additional Work pending the results of an investigation.

If a Contractor conducts the investigation, a report must be prepared setting out the nature of its investigation and the results. All investigations conducted by Contractors must be performed to the TTC's satisfaction.

v. Worker Refusal to Participate in Investigation

Where a Worker refuses to participate in an investigation required by the Expectations, he or she will be directed to cease performing any Work and additional Work.

VII. VIOLATIONS AND CONSEQUENCES

i. Violations

In the case of a confirmed violation of the Expectations, the Contractor and/or Worker shall not perform any further or additional Work and/or enter upon any TTC premises or worksites without the TTC's written permission. If requested by the TTC, the Contractor and/or Worker must provide a written safety program detailing how the Contractor/Worker will ensure adherence to these Expectations when performing further and/or additional Work to obtain this written permission.

The decision to permit a Contractor and/or Worker to perform further and/or additional Work and to enter upon TTC premises or worksites, is at the sole discretion of the TTC.

If the Contractor and/or Worker does receive the TTC's written permission to perform further and/or additional Work, the Contractor and/or Worker must adhere to the written safety program, if applicable, and any imposed written conditions that the TTC in its sole discretion may determine are appropriate to ensure that future violations of the Expectations do not occur.

ii. Consequences

Contractors that are in violation of the Expectations may be in breach of their contract with the TTC. This breach of contract may result in the Contractor being

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required to pay liquidated damages pursuant to the terms of the contract to the TTC, and/or suspension and/or termination of the contract.

At the sole discretion of the TTC, it may choose to not consider the Contractor who has violated these Expectations for additional Work for a period of one year from the date of the termination letter. In such an instance, during the one year period, the Contractor and/or Worker will be removed from the TTC's bidders list and any bid submissions from the Contractor will not be considered. The Contractor and/or the Worker will also be prohibited from entering any Site.

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RESPECT AND DIGNITY POLICY

1.0 POLICY STATEMENT

The Toronto Transit Commission ("TTC") is committed to providing a work environment and service that respects the dignity, self-worth and human rights of every individual and is free from any form of discrimination or harassment. The TTC will not tolerate any acts of discrimination or harassment perpetrated against or by any employee or member of the public utilizing TTC services.

2.0 PURPOSE

This policy is intended to:

- a) Create and foster a work environment free from discrimination or harassment;
- b) Provide a definition of workplace discrimination and harassment;
- c) Establish and detail the responsibilities of all employees in the TTC to maintain a workplace free from discrimination or harassment;
- d) Ensure that all employees are not influenced by stereotypes and/or make assumptions based on a prohibited ground of discrimination when providing a service;
- e) Ensure that incidents of discrimination or harassment in the workplace are reported to TTC management and Police Services as appropriate; and
- f) Ensure that incidents of discrimination or harassment in the workplace are investigated in a timely manner by the TTC.

3.0 APPLICATION

- 3.1 This policy applies to all employees, including all full-time and part-time employees, temporary, and casual employees, and employees on leave of absence. This policy also applies to all persons who attend a TTC workplace, including, but not limited to, TTC's contractors, volunteers, students, and members of the public utilizing TTC services.
- 3.2 Prevention and reporting of incidents of discrimination or harassment is the responsibility of all employees whether they have experienced, witnessed, or have knowledge of, a situation that violates the Ontario Human Rights Code, the Criminal Code, the Occupational Health and Safety Act and/or this corporate policy.
- 3.3 Employees who are found to have engaged in discriminatory and/or harassing conduct against employees or members of the public will be disciplined, up to and including dismissal.

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- 3.4 Any employee who has authority to prevent or discourage discrimination or harassment will be held responsible for failing to exercise this authority, and may be subject to discipline, up to and including, dismissal.
- 3.5 This policy is subject to annual review, and modifications will be made as deemed necessary to respond to current conditions and evolving needs.

4.0 DEFINITIONS

4.1 Discrimination

Discrimination occurs when an employee or person is subjected to differential treatment and/or denied an opportunity in employment or excluded from access to a service based on a Prohibited Ground (as defined below). Discrimination can be direct or indirect, and does not have to be intentional.

The Prohibited Grounds that are protected under the Ontario Human Rights Code and this policy are: race, ancestry, place of origin, colour, ethnic origin, citizenship, creed/religion, sex including pregnancy and gender identity, sexual orientation, age, record of offences, marital status, family status and disability.

4.2 Harassment

Harassment is defined as engaging in vexatious comment or conduct against a worker or person that is known, or ought reasonably to be known, to be unwelcome.

Harassment does not have to be based on a Prohibited Ground (as defined in section 4.1 above). Harassment often involves a course of conduct. However a single serious incident of such behaviour may also constitute harassment.

Harassment may take many forms, and includes, but is not limited to:

- a) behaviour that a reasonable person would consider to be insulting, bullying, humiliating, malicious, degrading, unwelcome or otherwise offensive to an individual or group of individuals;
- b) any offensive behaviour arising from the use of electronic media, devices and systems; any offensive or humiliating behaviour that is related to a person's sex or gender, as well as behaviour of a sexual nature that creates an intimidating, hostile work environment, or that could be reasonably thought to put sexual conditions on a person's job or employment opportunities;
- c) any behaviour that causes a work or service environment to be extremely hostile and/or isolating for an individual or group of individuals creating real or perceived inequalities in the workplace. This is known as a "poisoned work environment". Pornography, insulting slurs or jokes, malicious gossip, pin ups, offensive cartoons have been found to "poison the work environment" for employees.

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5.0 SUPERVISORY ACTIONS

Appropriate supervisory actions including performance management, employee performance appraisals (EPA), management directives or discipline, do not constitute discrimination or harassment under this policy.

6.0 RESPONSIBILITIES

6.1 Employee Responsibilities:

All employees are responsible for:

- reading and understanding the requirements and obligations of this policy;
- upholding this policy by not engaging in discriminatory and/or harassing conduct;
- acting respectfully towards others;
- cooperating with any efforts to investigate and resolve matters that violate this policy; and
- reporting all incidents of discrimination and/or harassment experienced, witnessed, or having knowledge of to a supervisor, member of management and/or the Human Rights Unit.

6.2 Supervisory Responsibilities:

All supervisors are responsible for preventing, discouraging and addressing acts of discrimination and harassment by:

- understanding and upholding the principles of this policy;
- not engaging in behaviour contrary to this policy;
- not allowing or condoning behaviour contrary to this policy;
- taking all complaints of discrimination and harassment seriously by:
- reporting all complaints of discrimination and/or harassment to the Human Rights Unit;
- responding to all complaints in a sensitive manner;
- investigating allegations of discrimination and/or harassment;
- taking prompt action to resolve the complaint in accordance with the procedures outlined in this policy;
- documenting all aspects of the process followed to address the complaint; and
- consulting with Employee Relations of the Human Resources Department prior to disciplining employees that engage in discriminatory and/or harassing conduct.

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6.3 The Human Rights Unit's Responsibilities:

The Human Rights Unit is responsible for preventing, discouraging and addressing acts of discrimination and harassment by:

- promoting understanding and compliance with this policy and the Ontario Human Rights Code;
- responding to all complaints of discrimination and/or harassment in a sensitive and timely manner;
- conducting, co-ordinating and assisting management in informal resolutions, mediations, and investigations into complaints that are covered by this policy; and
- being the corporate liaison to the Human Rights Tribunal of Ontario.

6.4 The Human Resources Department's Responsibilities:

The Human Resources Department is responsible for preventing, discouraging and addressing acts of discrimination and harassment by:

- promoting understanding and compliance with this policy;
- developing and conducting training programs to inform and educate all employees and supervisory staff on this policy and the Ontario Human Rights Code;
- advising management staff on corrective action and discipline that arises from an employee's breach of this policy; and
- participating in the review of this policy for continuous improvement.

7.0 COMPLAINT REPORTING

7.1 Employees who experience discrimination and/or harassment are encouraged to first make it known to the offending person(s) that the behaviour is offensive and/or unwelcome.

7.2 If confronting the individual(s) directly is not possible, or if after doing so, the discrimination and/or harassment continues, employees should then immediately report the behaviour or incident(s) to:

- their immediate supervisor;
- any member of their departmental management (e.g. superintendent, department head); and/or
- directly to the Human Rights Unit.

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- 7.3 A complaint of an alleged violation of this policy must be recorded in writing by the complainant, or by the TTC supervisor or management staff receiving the complaint. The date, time, location, potential witnesses, and the nature of the alleged violation should be documented and reported to the Human Rights Unit.
- 7.4 Serious cases of harassment where a person's safety is at risk (for example stalking) must be reported immediately to Transit Control who will immediately despatch the appropriate Police Services, emergency personnel, and TTC supervisory personnel. Any employee who is a victim of a criminal act may also contact the appropriate Police Services to lay criminal charges.
- 7.5 Members of the public are encouraged to bring forward their complaints of discrimination or harassment to TTC personnel through the TTC's Customer Service line at 416-393-3030, or online at www.ttc.ca. In cases of emergency, members of the public are required to call 911.
- 7.6 Any person may file a complaint directly with the Human Rights Tribunal of Ontario (HRTO). If an employee files a complaint with the HRTO, the Human Rights Unit may choose to suspend any complaint investigation processes under this policy pending final determination of the HRTO. All complaints filed with the HRTO shall be managed by the Human Rights Unit.

8.0 COMPLAINT INVESTIGATION AND RESOLUTION

8.1 Investigations:

Once a complaint is reported, immediate action must be taken as follows:

- all complaints of discrimination or harassment must be reported to the Human Rights Unit;
- the Human Rights Unit will determine the nature of the investigation required given the circumstances of the incident, and assess the appropriateness of informal resolution options noted at section 8.4 below;
- the Human Rights Unit will directly assist management in conducting the investigation;
- in situations where the allegations may pose, a conflict of interest for the work location; involve multiple work locations or multiple work departments; or allege that the respondent is in a managerial position above foreperson or supervisor, the Human Rights Unit may conduct the investigation, or direct the investigation to an external investigator;
- the investigation conducted by management or the Human Rights Unit will include:
 - a documented interview with the complainant or victim;

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- a documented interview with the alleged respondent(s);
- a documented interview(s) with the witness(es);
- a collection of all relevant documentation for the investigation;
- any other step the investigator deems necessary to fully and fairly investigate the complaint or incident;
- a written report of the results of the investigation to be provided to the Employee Relations Section of the Human Resources Department and the Human Rights Unit; and
- the investigation will be handled in a manner that protects the privacy of the parties involved as much as possible and the integrity of the complaint.

8.2 Pending the completion of an investigation, appropriate measures will be taken to ensure the workplace is free from discrimination and/or harassment. Such measures may include an employee alleged accused of engaging in discriminatory or harassing conduct being transferred to another work location; re-assigned duties; suspended; and/or relieved of duty. Management should consult with Employee Relations to determine the most appropriate course of action pending the completion of an investigation.

8.3 Once an investigation is complete, management should consult with the Employee Relations prior to taking any disciplinary action based on the results of an investigation.

8.4 Informal Resolutions:

Upon notification of the complaint and where appropriate, the Human Rights Unit may recommend mediation as a means to resolve the complaint informally.

Mediation is a voluntary process and can only proceed if both parties involved are in agreement. Mediation provides a controlled environment for the parties to discuss the complaint and attempt to arrive at a mutually agreeable resolution. Mediation should result in a signed agreement resolving the matter.

9.0 REMEDIAL ACTION

All employees involved or affected by an incident of discrimination or harassment should be offered support from the TTC's Employee Family Assistance Program (EFAP), together with any other remedial measures deemed appropriate by TTC.

10.0 TIME LIMITS

A complaint of an incident of discrimination or harassment that occurred more than twelve months prior, or if there was a series of incidents within twelve (12) months after the last incident in the series, will be dismissed, unless the Human Rights Unit is satisfied that the delay was incurred in good faith.

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11.0 BAD FAITH COMPLAINTS

11.1 It is a violation of this policy to put forward a vexatious and/or bad faith complaint. These include complaints that are filed:

- a) without reasonable grounds;
- b) with the intention to embarrass or harass; or
- c) with no factual basis.

11.2 If it is proven in an investigation that an employee made a complaint in bad faith and/or the complaint was frivolous or vexatious, he or she will be subject to discipline up to and including dismissal.

12.0 REPRISAL

Any person who files a complaint, or acts as a witness in good faith, is protected from reprisal, the threat of reprisal, or further discrimination or harassment. Reprisal is defined as any act of retaliation, either direct or indirect, in both work and service environments. Any employee who engages in reprisal against anyone who has filed a complaint or who is co-operating in an investigation of a complaint will be disciplined, up to and including dismissal.

13.0 CONFIDENTIALITY AND RECORDS

13.1 To protect all parties involved in an investigation of a complaint of discrimination or harassment, strict confidentiality will be maintained throughout the investigation process to the extent practicable and appropriate under the circumstances. Information may be disclosed:

- a) to protect the safety of employees, the public and/or contractors; and
- b) where required by law, for example, pursuant to the Occupational Health and Safety Act; in arbitration proceedings, proceedings before the Human Rights Tribunal or criminal proceedings.

13.2 If a complaint results in discipline, only the disciplinary documents will be placed in the respondent's employee personnel file and work location file.

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WORKPLACE VIOLENCE POLICY

1.0 POLICY STATEMENT

The Toronto Transit Commission (“TTC”) is committed to providing a safe work environment and service that is free from violence or the threat of violence. The TTC will not tolerate any actual, attempted or threatened violence against or by any employee or member of the public utilizing TTC services.

2.0 PURPOSE

This policy is intended to:

- a) Create and foster a work environment free from workplace violence;
- b) Provide a definition of workplace violence;
- c) Establish and detail the responsibilities of all employees in TTC to maintain a workplace free from actual, attempted or threatened violence;
- d) Ensure that incidents of workplace violence are reported to TTC management and Police Services as appropriate; and
- e) Ensure that incidents of workplace violence are investigated in a timely manner by the TTC.

3.0 APPLICATION

- 3.1 This policy applies to all employees, including all full-time and part-time employees, temporary, casual employees, and employees on leave of absence. This policy also applies to all persons who attend a TTC workplace including, but not limited to, TTC's contractors, volunteers, students, and members of the public utilizing TTC services.
- 3.2 Employees who engage in conduct that contravenes the Criminal Code; the Occupational Health and Safety Act, and/or this policy will be disciplined, up to and including dismissal.
- 3.3 Any employee who has authority to appropriately prevent, discourage, or intervene against workplace violence will be held responsible for failing to exercise this authority. However, no one is expected to act in a way which puts his/her own personal safety at risk.
- 3.4 This policy is subject to annual review, and modifications will be made as deemed necessary to respond to current conditions and evolving needs.

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4.0 DEFINITION OF WORKPLACE VIOLENCE

4.1 Workplace Violence is any:

- (i) exercise of physical force by or against an employee in the workplace that causes or could cause physical injury;
- (ii) attempt to exercise physical force by or against an employee in the workplace that could have caused physical injury; or
- (iii) statement(s) or behaviour(s) that is reasonable to interpret as a threat to exercise physical force by or against the employee that could cause physical injury.

Examples of workplace violence include, but are not limited to: pushing, kicking, hitting, pinching, spitting, assault, sexual assault, the attempt or threat of an assault, threatening the use of a weapon, unlawfully possessing or carrying a weapon while on duty, comments or jokes about causing harm to an employee or person, stalking or criminal harassment, and physical intimidation, bullying, mobbing, or threatening gestures. Such behaviours may be verbal, written, a gesture or an expression, or an outright physical act.

4.2 Sexual assault is any physical contact made of a sexual nature that is known or ought reasonably to be known to be unwelcome. Sexual assault may include, but is not limited to, any unwanted physical contact such as touching, kissing, patting, massaging, fondling or pinching.

5.0 SUPERVISORY ACTIONS

Appropriate supervisory actions including, but not limited to, directing or assigning of work, performance counselling, employee performance appraisals, or discipline, are not considered workplace violence.

6.0 ROLES AND RESPONSIBILITIES

6.1 Employee Responsibilities

All employees are responsible for:

- reading and understanding the requirements and obligations of this policy;
- upholding the principles set out in this policy;
- not engaging in violent acts against any persons;
- maintaining a safe work environment;
- not engaging in or ignoring violent, threatening, intimidating or other disruptive behaviours;
- acting respectfully towards others;
- co-operating with all efforts to investigate and resolve matters that violate this policy;

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- immediately reporting all incidents of violence to the Transit Control Centre;
- reporting promptly to their supervisor any and all incidents where the employee is subjected to, witnesses, or has knowledge of workplace violence or has reason to believe that workplace violence may occur; and,
- preventing and reporting acts of violence that threaten or perceive to threaten a safe work environment.

6.2 Supervisory Responsibilities

All supervisors and managers are responsible for:

- upholding the principles set out in this policy;
- communicating and educating employees on this policy;
- educating employees on workplace violence risks and hazard controls specific to their work location;
- not engaging in any behaviour contrary to this policy;
- not allowing or condoning any behaviour contrary to this policy;
- conducting Hazard Identification and Risk Assessments (“HIRAs”) that identify the potential risks of workplace violence based on the nature of the work and the work environment;
- reviewing and updating the HIRAs in respect of workplace violence, and providing copies to the relevant Joint Health and Safety Committee (“JHSC”);
- implementing hazard controls to eliminate or minimize workplace violence risk as identified through HIRAs or investigations;
- responding to employee concerns related to workplace violence;
- immediately reporting all incidents of violence to Transit Control;
- reporting all workplace violence incidents to the Human Rights Unit, Employee Relations Section of the Human Resources Department, Special Constable Services Department and the Safety Department;
- investigating incidents and complaints of workplace violence in a timely manner;
- ensuring that the Co-Chair of the relevant JHSC is informed of an incident of workplace violence within four (4) days of the incident occurring;
- responding to work refusals in accordance with the TTC's Work Refusal Process;

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- documenting details of the incident(s) of violence, investigative actions taken, outcomes and remedies;
- taking prompt action to resolve situations; and
- imposing discipline on employees that engage in violent conduct or behaviour.

6.3 Safety Department's Responsibilities

The Safety Department is responsible for:

- upholding the principles set out in this policy;
- providing education and training to all employees on the Occupational Health and Safety Act;
- providing assistance to supervisors and management in conducting HIRAs that identify workplace violence hazards, and how to eliminate or minimize those risks;
- conducting audits to ensure management reviews and updates its HIRAs in respect of workplace violence;
- reporting on the risks of violence identified in the completed HIRAs and workplace violence hazard assessments to management, the JHSC and the Human Rights Unit;
- recommending and assisting in the implementation of controls to minimize the risks of workplace violence identified from the HIRAs;
- attending at and conducting the investigation of work refusals involving workplace violence;
- liaising with the Ministry of Labour during their investigations or inspections related to workplace violence, including work refusals; and
- participating in the review of this policy for continuous improvement.

6.4 Joint Health and Safety Committee's Responsibilities

The JHSCs are responsible for:

- upholding the principles set out in this policy;
- reviewing the HIRAs and the workplace violence hazard assessments;
- providing recommendations to management to reduce or eliminate the risk of violence;
- recommending corrective measures for the improvement of the health and safety of workers;
- responding to work refusals; and,

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- responding to employee concerns related to workplace violence and communicating these concerns to management.

6.5 Transit Control's Responsibilities

Transit Control are responsible for:

- upholding the principles set out in this policy;
- responding immediately to all workplace violence related calls by immediately despatching the appropriate Police Services, emergency personnel as required, Special Constable Services, and TTC supervisory personnel to the site; and
- notifying the Human Rights Unit, Employee Relations, Special Constable Services and Safety of all incidents of workplace violence.

6.6 Special Constable Services' Responsibilities

Special Constable Services are responsible for:

- upholding the principles set out in this policy;
- responding to, and conducting preliminary investigations into, workplace violence incidents between employees, determining the threat level and securing the scene;
- co-ordinating police response and conducting investigations into workplace violence incidents of a criminal nature by or against employees, where police have not been immediately despatched by Transit Control;
- on request by the Workplace Violence Response Team, co-ordinating or conducting formal workplace violence threat assessments;
- on request by the Workplace Violence Response Team, preparing and implementing protection plans and/or security alerts;
- communicating protection plans to the Workplace Violence Response Team and management of the affected area;
- on request by the Safety Department, recommending and assisting in the implementation of controls to minimize the risks of workplace violence identified by HIRAs; and,
- on request of the Human Rights Unit, providing security statistical reports on all incidents of violence committed against employees to management, Safety, Employee

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Relations, and the Human Rights Unit, to assist with workplace violence hazard assessments.

6.7 Human Rights Unit's Responsibilities

The Human Rights Unit is responsible for:

- upholding the principles set out in this policy;
- promoting compliance with this policy;
- responding to complaints of workplace violence between employees in a sensitive and timely manner;
- investigating or co-ordinating investigations into incidents of workplace violence between employees;
- chairing the Workplace Violence Response Team;
- maintaining accurate records of all reported workplace violence incidents between TTC employees; and
- reviewing reports from the Safety Department on results of workplace violence hazard assessments, and the effectiveness of controls implemented to minimize or eliminate the risks of workplace violence.

6.8 Human Resources Department's Responsibilities

The Human Resources Department is responsible for:

- upholding the principles set out in this policy;
- educating employees on the requirements of this policy;
- providing education and training to all employees on what constitutes workplace violence, and how to prevent acts of violence;
- informing the Human Rights Unit of grievances involving workplace violence that are filed by staff or under the collective agreements;
- providing information about an employee with a history of violent behaviour to appropriate supervisory personnel and the Human Rights Unit, if:
 - a) other employee(s) can be expected to encounter that person in the course of his or her work; and

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b) the risk of workplace violence is likely to expose an employee(s) to physical injury;

- advising management staff on appropriate corrective action and discipline that arises from an employee's violation of this policy; and
- participating in the review of this policy for continuous improvement.

6.9 Training Department's Responsibilities

The Training Department in the Operations Branch is responsible for:

- upholding the principles set out in this policy;
- educating employees on the requirements of this policy;
- providing education and training to employees on what constitutes workplace violence, how to prevent acts of violence, or becoming a victim of violence; and
- providing education and training to all employees on the Ontario Occupational Health and Safety Act.

7.0 REPORTING INCIDENTS OF WORKPLACE VIOLENCE

- 7.1 Any employee or supervisor who has been threatened, becomes aware of, witnesses, or has been involved in a workplace violence incident, must immediately notify Transit Control at 3-5-5-5 (emergency) or 3-4-4-4 (non-emergency). If Transit Control cannot be immediately contacted, dial (9) 9-1-1. A follow-up call to Transit Control must be made as soon as possible thereafter. Transit Control will immediately dispatch the appropriate Police Services and/or emergency personnel as required, Special Constable Services and TTC supervisory personnel.
- 7.2 Any employee who observes, becomes aware of, or has been involved in a workplace violence incident shall also notify their supervisor as soon as possible after notifying Transit Control. The TTC supervisor notified of the workplace violence incident shall inform the appropriate department head of the incident.
- 7.3 Any employee who is a victim of a criminal act may also directly contact the appropriate Police Services to lay criminal charges.
- 7.4 The TTC supervisor and/or Special Constable Services shall ensure there is no escalation of the situation and the safety of all involved is protected.
- 7.5 All incidents of workplace violence must be recorded in writing by the reporting person or employee, or by Special Constable Services and/or the TTC supervisor responding to the incident or receiving the complaint, even in circumstances where the Police are conducting a criminal investigation into the incident. The date, time, location, potential witnesses, and

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nature of the complaint or incident should be documented (See Workplace Violence Incident Report Form).

- 7.6 All incidents of workplace violence must be reported to the appropriate management staff from the affected work location, the Human Rights Unit, Special Constable Services, Safety, and Employee Relations, by promptly forwarding a copy of the completed Workplace Violence Incident Report to each department head.
- 8.0 INVESTIGATION OF INCIDENTS OF WORKPLACE VIOLENCE
- 8.1 All reported incidents of workplace violence will be promptly investigated. Based on the nature and circumstances of each incident, the investigation may be conducted by the appropriate Police Services, Special Constable Services, the supervisor or management staff of the affected area, the Human Rights Unit, Safety and/or by an external investigator.
- 8.2 Where the perpetrator of workplace violence is a member of the public, Special Constable Services will co-ordinate the police response as required, and conduct the investigation into the incident.
- 8.3 Where the perpetrator of workplace violence is an employee, management or the Human Rights Unit will conduct an investigation of the incident. The investigation will include:
- a documented interview with the complainant or victim;
 - a documented interview with the alleged respondent(s);
 - a documented interview with witnesses;
 - any other step the investigator deems necessary to fully and fairly investigate the complaint or incident; and
 - a written report of the results of the investigation to be provided to Employee Relations and the Human Rights Unit.
- 8.4 In circumstances where an employee may be criminally charged, or has been charged, and has refused to participate in an investigation, the TTC remains obligated to continue with its investigation and will make findings based on the information available to it at that time.
- 8.5 Pending the completion of an investigation, appropriate measures will be taken to ensure the workplace is free from violence. Such measures may include an employee alleged of engaging in an act of workplace violence being transferred to another work location, re-assigned duties, suspended, and/or relieved of duty. Management should consult with Employee Relations to determine the most appropriate course of action pending the completion of an investigation.
- 8.6 Once an investigation is complete, management should consult with Employee Relations prior to taking any disciplinary action based on the results of an investigation.

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9.0 WORK REFUSALS

Any work refusal that arises from an incident of workplace violence must be reported to Transit Control and shall be investigated by the supervisor, the member of the JHSC and/or Safety in accordance with the TTC's Work Refusal Process.

10.0 WORKPLACE VIOLENCE RESPONSE TEAM

10.1 The Workplace Violence Response Team consists of management staff from the affected work location, the Human Rights Unit, Safety, Employee Relations, the Occupational Health and Claims Management Section of the Human Resources Department, and the TTC's Employee Family Assistance Program (EFAP). If requested, Special Constable Services will assist the Workplace Violence Response Team as referenced in Section 6.6 of this policy.

10.2 When circumstances warrant, and certainly in all emergencies, the Human Rights Unit will promptly call a meeting of the Workplace Violence Response Team, and together the team will formulate an action plan to address the risks associated with the incident of workplace violence and the short-term and long-term resolution options. Circumstances that would warrant such a meeting include, but are not limited to, dealing with an incident of violence requiring ongoing attention; identifying persons with a history of violent behaviour; or addressing situations with the potential to escalate into more serious workplace violence.

11.0 DOMESTIC VIOLENCE

11.1 Any employee experiencing domestic violence outside of the workplace that may create a risk of danger to themselves or others in the workplace is encouraged to report such violence to their supervisor or to the Human Rights Unit so that all reasonable preventative steps can be taken to ensure the safety of employees.

11.2 Supervisors who have a reasonable belief that an employee may be a victim of domestic violence outside of the workplace that may create a risk of danger to themselves or others in the workplace must take every reasonable precaution to protect the employee. Supervisors must also notify the Human Rights Unit and Employee Relations of any such reasonable belief. In the event of an emergency, the supervisor must immediately notify Transit Control at 3-5-5-5.

12.0 REMEDIAL ACTION

All employees involved or affected by a workplace violence incident should be offered support from the EFAP, together with any other remedial measures deemed appropriate by TTC.

13.0 TIME LIMITS

A complaint alleging an incident of violence that occurred more than twelve (12) months prior, or if there were a series of incidents, within twelve (12) months after the last incident in the series, will be dismissed, unless the Human Rights Unit is satisfied that the delay was incurred in good faith.

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14.0 BAD FAITH COMPLAINTS

14.1 It is a violation of this policy to put forward a vexatious and/or bad faith complaint. These include complaints that are filed:

- a) without reasonable grounds;
- b) with the intention to embarrass or harass; and/or
- c) with no factual basis.

14.2 If it is proven in an investigation that an employee made a complaint in bad faith and/or the complaint was frivolous or vexatious, he or she will be subject to discipline, up to and including dismissal.

15.0 REPRISAL

Any person who reports an incident, or acts as a witness in good faith, is protected from reprisal, the threat of reprisal, and/or further violence. Reprisal is defined as any act of retaliation, either direct or indirect, in both work and service environments. Any employee who engages in reprisal against anyone who has filed a complaint or who is co-operating in an investigation of a complaint will be disciplined up to and including dismissal.

16.0 CONFIDENTIALITY AND RECORDS

16.1 To protect all parties involved in an investigation of an incident of violence, strict confidentiality will be maintained throughout the investigation process to the extent practicable and appropriate under the circumstances.

Information may be disclosed:

- a) to protect the safety of employees, the public and/or contractors; and
- b) where required by law, for example, pursuant to the Occupational Health and Safety Act; in arbitration proceedings, proceedings before the Human Rights Tribunal, or criminal proceedings.

16.2 If an investigation results in discipline, only the disciplinary documents will be placed in the respondent's employee personnel and work location files.