

February 23, 2024**Addendum No. 04****File Reference Number: RFP 2024 001****Title: Design, Supply, Installation, Testing and Commissioning of all Materials and Equipment required for the Grade Crossing Warning System Upgrades****RE: Clarifications/Questions**

Please refer to the following information / clarifications:

Item 1: Part 5 – Request for Proposals CCDC 2 – 2020 Special Supplementary Conditions

ONTC has updated the Ontario Northland – Special Supplementary Conditions for Grade Crossing Upgrades – 2024 to include ONTC’s communications prohibition clause. Please replace the Ontario Northland – Special Supplementary Conditions 18 Jan 2024 Grade Crossing Upgrades - 2024 in Part 5 of the RFP documents, which formed part of Addendum No. 01, with the Ontario Northland – Special Supplementary Conditions 22 Feb 2024 Grade Crossing Upgrades – 2024 attached to this Addendum at Appendix A.

Item 2: Part 4 – Request for Proposals Form of Proposal – Proposal Form 1

ONTC has now updated Part 4 – Form of Proposal – Proposal Form 1 to include ONTC’s communications prohibition clause. Please replace Part 4 – Proposal Form 1 of the RFP Package with Part 4 – Proposal Form 1 attached to this Addendum at Appendix B.

Item 3: Part 1 Request for Proposals – Section 4.3 – Agreement to Bond

ONTC wishes to further clarify and amend the responses provided for Item 1 and Item 2 of Addendum No. 03. Please see the amended responses below:

Item 1: Please confirm if ONTC accepts Performance and Payment Bonds to be renewed annually?

Answer: No, ONTC will not accept the Performance and Payment Bonds to be renewed annually. The bonds will be revised based on any change orders and if the option for the first extension and the second extension are exercised.

Item 2: Please confirm the contract amount that these bonds will be based on.

Answer: The bonds should reflect 50% of the expected contract price for the initial one-year term of the contract. This amount will be confirmed with the Successful Respondent. The bonds will be amended to reflect the new contract price if the options to extend the contract term are exercised. ONTC will be releasing these bonds in phases following the expiration of the one (1) year warranty period for each crossing completed by the Successful Respondent.

Regards,

Ashley Commanda
Manager, Public Procurement
ashley.commanda@ontarionorthland.ca

APPENDIX A

ONTARIO NORTHLAND - SPECIAL SUPPLEMENTARY CONDITIONS 22 FEB 2024
GRADE CROSSING UPGRADES - 2024

These Special Supplementary Conditions amend the provisions of the CCDC 2-2020 – Stipulated Price Contract as amended by the Ontario Northland Supplementary Conditions – CCDC 2 – 2020 – REV 15 JAN 2024 and provide new Special Supplementary Conditions (the “**Special Supplementary Conditions**”).

1. SPECIAL SUPPLEMENTARY CONDITION 1 - ARTICLE A-1 THE WORK

1.1 Delete paragraph A-1.3 in its entirety and replace it with the following:

“commence the *Work* on the date the Contractor is advised by the Owner that the Contractor has been awarded the Contract (the “*Award Date*”) and, subject to adjustment in the *Contract Time* as provided for in the *Contract Documents*, attain *Ready-for-Takeover* by the 1st day of November 2024 (the “*Initial Period*”). The *Owner* may extend the *Contract Time* for two additional one year periods, being 1 November 2024 to 31 October 2025 for the first extension period (the “*First Extension Period*”) and 1 November 2025 to 31 October 2026 for the second extension period (the “*Second Extension Period*”), by providing the *Contractor* with written *Notice* of the *Owner’s* intention prior to 30 September 2024 for the *First Extension Period* and prior to 30 September 2025 for the *Second Extension Period*. The scope and schedule for the *Work* to be completed by the Contractor during the *First Extension Period* and the *Second Extension Period*, if the *Contract Time* is extended, shall be negotiated by the parties prior to the *Work* commencing in each extension period. The parties shall execute a *Change Order* to confirm the scope and schedule of the *Work* for the *Initial Period*, and for the *First Extension Period* and the *Second Extension Period* if the *Contract Time* is extended.”

2. SPECIAL SUPPLEMENTARY CONDITION 2 – THE WORK

2.1 Within 10 *Working Days* after the award of the Contract to the Contractor in the initial year of the *Contract*, and at the time agreed by the *Owner* and *Contractor* in the *First Extension Period* and the *Second Extension Period*, if any, the *Owner* shall provide the *Contractor* with the list of locations where *Work* will be performed in that year and a description of the *Work* for each location. The *Contract Price* for each year shall be calculated based on the number of locations and the mobilization and demobilization costs associated with the locations. The parties shall execute a *Change Order* for the list of locations and the revised *Contract Price*.

3. SPECIAL SUPPLEMENTARY CONDITION 3 – GC 11.2 CONTRACT SECURITY

3.1 Add new paragraphs 11.2.7 and 11.2.8:

11.2.7 “Upon finalization of the *Change Order* in the *Initial Period* and the *First Extension Period* and *Second Extension Period*, if the *Contract Time* is extended, the *Contractor* shall provide the *Owner* with new bonds reflecting the revised *Contract Price* in accordance with paragraph 11.2.1.

11.2.8 If the *Owner* takes early occupancy of a grade crossing pursuant to Special Supplementary Condition 5 and GC 12.2, the *Contract Price* for the purpose of paragraph 11.2.1 shall be reduced upon the expiry of the warranty period for that grade crossing described in GC 12.2.3.3 and the *Contractor* may obtain revised bonds reflecting the new *Contract Price*.

4. SPECIAL SUPPLEMENTARY CONDITION 4 – DESIGN SERVICES

4.1 Add new definitions as follows:

“*Design Services*” means the professional design and related services required by the *Contract Documents* to complete and deliver the *Design Plans*.

“*Design Drawings*” means the detailed design drawings and plans for the construction of the Work in each location to be prepared by the *Contractor* and approved by the *Owner* and includes the *Shop Drawings*, preliminary design, working drawings, *Product* listing and specifications prepared by the *Contractor*.

4.2 In accordance with the milestone dates below, after receiving the list of locations from the *Owner*, the *Contractor* shall provide the *Design Drawings* and other submittals for each location to the *Owner* for approval in accordance with GC 3.8 SHOP DRAWINGS with the words “Shop Drawings” in GC 3.8 replaced by “Design Drawings.

Milestone Dates:

<i>Contract Award</i>	Within 2 weeks of the closing date for the RFP.
<i>Contractor</i> to provide the preliminary Design Drawings including advance BOM submissions for review	Within 10 <i>Working Days</i> after <i>Award Date</i>
<i>Owner</i> to advise of specific locations for the <i>Work</i> in the initial year.	Within 10 <i>Working Days</i> after <i>Award Date</i>
<i>Contractor</i> to submit detailed <i>Design Drawings</i> to <i>Owner</i> for review	Within 20 <i>Working Days</i> after <i>Award Date</i>
<i>Owner</i> review of detailed <i>Design Drawings</i>	5 to 10 <i>Working Days</i> after submission
<i>Contractor</i> to make corrections to the <i>Design Drawings</i> , if required.	5 <i>Working Days</i> after <i>Owner</i> advises of required corrections.
<i>Contractor</i> to submit <i>Work</i> and test plan to <i>Owner</i> for review.	Within 20 <i>Working Days</i> prior to mobilization.
Mobilization to <i>Place of the Work</i> by <i>Contractor</i>	Spring of each year
Completion of field <i>Work</i> by <i>Contractor</i>	November 1 of each year

4.3 If the *Design Drawings* identify additional components are required for a grade crossing which were not included in the per grade crossing price provided in the *Contractor’s* submission in response to the RFP for the *Project* and such additional components are approved by the *Owner*, the parties shall execute a *Change Order* for an increase in the *Contract Price* using the price for such additional components included in the *Contractor’s* submission in response to the RFP for the *Project*.”

5. SPECIAL SUPPLEMENTARY CONDITION 5 – GC 12.2 EARLY OCCUPANCY BY THE OWNER

5.1 Delete Supplementary Condition 58 in its entirety.

5.2 Delete GC 12.2.1 in its entirety and replace it with the following:

"The *Owner* may take occupancy of each grade crossing prior to *Ready-for-Takeover* being achieved for the *Project* upon:

- .1 the *Work* on that grade crossing achieving *Substantial Performance*; and
 - .2 the *Contractor* providing to the *Owner* the prerequisites for attaining *Ready-for-Takeover* described in paragraphs GC 12.1.1.2, 12.1.1.4 to 12.1.1.9 and GC 12.1.2. to GC 12.1.4. (as amended by Supplementary Condition 57) for that grade crossing."
- 5.3 Delete GC 12.2.2 in its entirety.

6. SPECIAL SUPPLEMENTARY CONDITION 6 – COMMUNICATION PROHIBITION

- 6.1 The *Contractor* acknowledges that the *Owner* will lead and make any announcements relating to this *Contract* and the *Work*. The *Contractor* shall not make any announcement of any kind, including press releases, social media posts, public declarations, or any form of publication or announcement about the *Contractor* being retained by the *Owner* to complete the *Work*, about the *Work* or about this *Contract* unless prior written consent is provided by the *Owner*. If the *Contractor* is contacted by any media outlet or other person or entity wishing to make any form of publication or announcement or seeking any information about this *Contract* or the *Work*, the *Contractor* shall immediately notify the *Owner* and shall not communicate with the person or entity. If the *Contractor* becomes aware of any publication or announcement relating to this *Contract* or the *Work*, the *Contractor* shall immediately notify the *Owner*.

APPENDIX B

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

RFP Number: RFP 2024 001

Description: _____

Submitted To: ONTARIO NORTHLAND TRANSPORTATION COMMISSION

We, _____
(Name of Respondent)

having carefully examined, understood, and completed the Request For Proposals Documents as described in Section 2 – The RFP Documents, and Addendum No. _____ to No. ___ inclusive, and having reviewed the supplied photographs and familiarized ourselves thoroughly with local conditions, hereby agree to supply the services associated with the 2024, 2025, and 2026 Design, Supply, Installation, Testing and Commissioning of all Materials and Equipment required for the Grade Crossing Warning System Upgrades as outlined in our Proposal for a total price of:

	Year 2024	Optional Year 2025	Optional Year 2026
Crossing Upgrade with Gates	\$ _____	\$ _____	\$ _____
Crossing Upgrade without Gates	\$ _____	\$ _____	\$ _____

which price includes any specified allowance and all taxes (**excluding HST**) except as may be otherwise provided in the RFP Documents, and to furnish all materials, labour, equipment and transportation to perform the entire Work described in the RFP Documents, in the manner prescribed therein, and in accordance with the specifications.

Include a breakdown of costs on the following Proposal Form 1-A.

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

Proposal Forms:

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

Declarations:

We hereby declare that:

- (a) We will execute the Agreement within ten (10) Working Days of receipt of the Final Agreement;
- (b) We agree to perform and fully complete the Work on or before the agreed upon schedule;
- (c) The Work is to start no later than the agreed upon start date in the schedule;
- (d) Work is deemed to be complete when Work is substantially complete as defined in the *Construction Act* and the Contractor is demobilized from the site;
- (e) The statutory holdback pursuant to the Construction Act will be 10%; **warranty holdback will be 2.5%**.
- (f) We will provide the required evidence of insurance, as specified in the Supplementary Conditions;

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

- (g) For the General Liability Insurance, Ontario Northland Transportation Commission are to be included as additional insured;
- (h) Coverages and limits of insurances will be provided and maintained by all Subcontractors in accordance with subsection (f) above;
- (i) No person, corporation or other legal entity other than the undersigned has any interest in this Proposal or in the proposed Contract for which this Proposal is made;
- (j) This Proposal is irrevocable for a period of ninety (90) days from the Submission Deadline;
- (k) It is understood and agreed that if this Proposal is accepted, we will not commence the Work until we have executed the Final Agreement and delivered it to ONTC and/or we are advised in writing by ONTC to proceed with the Work;
- (l) All copies of plans and specifications and other said RFP Documents furnished to us for the purpose of this Proposal are the property of ONTC and shall be kept confidential and not divulged in any manner by us. They will not be used on other work by us and will be returned to the issuing office when requested or promptly when not bidding; and
- (m) We have no right to reimbursement by ONTC for expenses, both direct and indirect, which may have been incurred by us in preparing this Proposal or otherwise participating in the RFP Process.

Communications Prohibition:

The Respondent acknowledges that ONTC will lead and make any announcements relating to the Project, this RFP or the award of the Contract. The Respondent shall not make any announcement of any kind, including press releases, social media posts, public declarations, or any form of publication or announcement, in relation to the Project, this RFP and the award of the Contract unless prior written consent is given by ONTC. Should the Respondent be contacted by any media outlet or others person or entity wishing to make any form of publication or announcement, or seeking any information, in relation to this Project, the Contractor shall immediately notify ONTC.

Signed and submitted for and on behalf of:

Contractor:

(Company Name)

(Street Address or Postal Box Number)

(City, Province and Postal Code)

Signature:

I have authority to bind the corporation.

Name and Title:

Email:

Date at _____ this _____ day of _____, 2024