



Contract For  
Preventative Maintenance and Emergent  
Services of HVAC Systems at Various  
Metrolinx Locations

PT-2017-CR-447  
(2018 – 2023)

Purchase Order 207959  
(for billing purposes only)

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## ARTICLES OF AGREEMENT

**Preventative Maintenance and Emergent Services of HVAC Systems  
Various Metrolinx Locations  
PT-2017-CR-447**

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These Articles of Agreement are made as of the 1<sup>st</sup>, day of October 2018.

BETWEEN:

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

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

- and -

**S.I.G. MECHANICAL SERVICES LIMITED, 51B Esna Park Drive,  
Markham, ON L3R 1C9**

(hereinafter referred to as the “Vendor”)

Vendor Contact Information

Mailing Address:	51B Esna Park Drive, Markham, ON L3R 1C9		
General Phone No.:	905-475-3000	General Facsimile No.	905-475-3170
Contact Person, Name and Title:	Pim Schotanus, Operations Manager		
Contact Person Email Address:	pim@sigmechanical.com	Phone No.	905-475-3000 Ex. 224

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

**1.0 Contract**

- 1.1 The following documents and any amendments relating thereto form the contract between Metrolinx and the Vendor (the “Contract”):
- (a) these Articles of Agreement;
  - (b) Addendum No. 6, dated August 21, 2018;
  - (c) Addendum No. 5, dated August 21, 2018;
  - (d) Addendum No. 4, dated August 17, 2018;
  - (e) Addendum No. 3, dated August 9, 2018;
  - (f) Addendum No. 1, dated August 2, 2018;
  - (g) the document attached hereto and entitled “General Conditions of the Contract”;
  - (h) the document attached hereto and entitled “Detailed Scope of Work”;
  - (i) the document attached hereto and entitled “Attachments”
- 1.2 In the event of discrepancies, inconsistencies or ambiguities of the wording of these documents, the wording of the document that first appears on the above list shall prevail over the wording of a document subsequently appearing on the list.
- 1.3 The Vendor has informed itself of the conditions relating to the Work to be performed and is thoroughly familiar with all information and documentation contained in the Contract Document.
- 1.4 The Vendor declares that no Conflict of Interest exists in accordance with the General Conditions of the Contract.
- 1.5 The Vendor agrees to be bound to each and every term, condition, article, covenant and obligation of the Contract.

**2.0 Description of Work**

- 2.1 The Vendor shall perform and complete with care, skill, diligence and efficiency the Work that is further described as follows:
- (a) For the provision of Preventative Maintenance and Emergent Services of HVAC Systems at Various Metrolinx Locations as set out and to be carried out in accordance with the “General Conditions of the Contract” and “Scope of Work” of this Contract.

## ARTICLES OF AGREEMENT

### Preventative Maintenance and Emergent Services of HVAC Systems Various Metrolinx Locations PT-2017-CR-447

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- (b) The Work is to be provided to the satisfaction of Senior Manager of Station Operations Central, unless otherwise specified.

### 3.0 Contract Price

3.1 Payment for services rendered and goods supplied in accordance with the terms and conditions of the Contract shall be based on the following:

- (a) The Total Contract Price shall be firm and quoted in Canadian funds.
- (b) The Rates quoted shall include all applicable taxes, except Harmonized Sales Tax (H.S.T.), in force at the date the Submission is submitted.
- (c) The Rates quoted shall be fixed all-inclusive prices, quoted in Canadian funds, for performance of the Work.
- (d) The Rates include all labour, superintendence, plant, tools, appliances, equipment, supplies and other accessories, services and facilities customs, duties, royalties, handling, transportation, travel, mileage, overhead, profit and all other charges.
- (e) Work shall be assigned and quoted by the Vendor in accordance with Section 8.4, Task Assignment Process, of General Conditions of the Contract.

PERIOD(S)	Item No.	Detailed Description	Unit	Contract Unit Price
YEAR ONE	A1	Preventative Maintenance Inspections for Union Station - 35 York Street on a quarterly basis	P.M. Inspections	\$3,053.50
YEAR ONE	A2	Preventative Maintenance Inspections for Union Station - 35 York Street on a monthly basis	P.M. Inspections	\$310.00
YEAR ONE	A3	Preventative Maintenance Inspections for Union Station Bus Terminal - 141 Bay Street on a quarterly basis	P.M. Inspections	\$609.25
YEAR ONE	A4	Preventative Maintenance Inspections for Union Station Bus Terminal - 141 Bay Street on a monthly basis	P.M. Inspections	\$310.00
YEAR ONE	A5	Preventative Maintenance Inspections for Head Office - 20 Bay Street on a monthly basis	P.M. Inspections	\$1,145.00
YEAR ONE	A6	Preventative Maintenance Inspections for Presto Office - 130 Adelaide Street on a quarterly basis	P.M. Inspections	\$285.00

# ARTICLES OF AGREEMENT

## Preventative Maintenance and Emergent Services of HVAC Systems Various Metrolinx Locations PT-2017-CR-447

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YEAR ONE	A7	Preventative Maintenance Inspections for Union Station - 140 Bay Street on a quarterly basis (Expected to open May 2019 <b>subject to change</b> ). Equipment list currently not available. Equipment list will be similar to 35 York Street.	P.M. Inspections	\$3,053.50
YEAR ONE	A8	Preventative Maintenance Inspections for Union Station - 140 Bay Street on a monthly basis (Expected to open May 2019 <b>subject to change</b> ). Equipment list currently not available. Equipment list will be similar to 35 York Street.	P.M. Inspections	\$310.00
YEAR ONE	A9	Preventative Maintenance Inspections for Metrolinx Office - 277 Front Street on a quarterly basis	P.M. Inspections	\$518.00
YEAR ONE	A10	Preventative Maintenance Inspections for Metrolinx Office - 97 Front Street on a quarterly basis	P.M. Inspections	\$858.75
YEAR ONE	A12	HVAC Technician during normal working hours 8:00am -4:00pm - Monday to Friday	hours	\$103.00
YEAR ONE	A13	HVAC Technician after hours 4:00pm - Midnight - Monday to Friday	hours	\$154.50
YEAR ONE	A14	HVAC Technician overnight hours - Midnight - 8:00am - 7 days a week including Statutory Holidays	hours	\$206.00
YEAR ONE	A15	HVAC Technician on Weekends/Statutory Holidays - 8:00am - 4:00pm	hours	\$154.50
YEAR ONE	A16	Estimated total dollar amount of material allowance. Please indicate the markup % in the contract unit price column	Amount	15.00%
YEAR TWO	B1	Preventative Maintenance Inspections for Union Station - 35 York Street on a quarterly basis	P.M. Inspections	\$3,114.00
YEAR TWO	B2	Preventative Maintenance Inspections for Union Station - 35 York Street on a monthly basis	P.M. Inspections	\$316.00
YEAR TWO	B3	Preventative Maintenance Inspections for Union Station Bus Terminal - 141 Bay Street on a quarterly basis	P.M. Inspections	\$621.00
YEAR TWO	B4	Preventative Maintenance Inspections for Union Station Bus Terminal - 141 Bay Street on a monthly basis	P.M. Inspections	\$316.00
YEAR TWO	B5	Preventative Maintenance Inspections for Head Office - 20 Bay Street on a monthly basis	P.M. Inspections	\$1,167.00

# ARTICLES OF AGREEMENT

## Preventative Maintenance and Emergent Services of HVAC Systems Various Metrolinx Locations PT-2017-CR-447

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YEAR TWO	B6	Preventative Maintenance Inspections for Presto Office - 130 Adelaide Street on a quarterly basis	P.M. Inspections	\$290.70
YEAR TWO	B7	Preventative Maintenance Inspections for Union Station - 140 Bay Street on a quarterly basis (Expected to open May 2019 <span style="color: red;">subject to change</span> ). Equipment list currently not available. Equipment list will be similar to 35 York Street.	P.M. Inspections	\$3,114.00
YEAR TWO	B8	Preventative Maintenance Inspections for Union Station - 140 Bay Street on a monthly basis (Expected to open May 2019 <span style="color: red;">subject to change</span> ). Equipment list currently not available. Equipment list will be similar to 35 York Street.	P.M. Inspections	\$316.00
YEAR TWO	B9	Preventative Maintenance Inspections for Metrolinx Office - 277 Front Street on a quarterly basis	P.M. Inspections	\$528.00
YEAR TWO	B10	Preventative Maintenance Inspections for Metrolinx Office - 97 Front Street on a quarterly basis	P.M. Inspections	\$875.00
YEAR TWO	B12	HVAC Technician during normal working hours 8:00am -4:00pm - Monday to Friday	hours	\$105.06
YEAR TWO	B13	HVAC Technician after hours 4:00pm - Midnight - Monday to Friday	hours	\$157.59
YEAR TWO	B14	HVAC Technician overnight hours - Midnight - 8:00am - 7 days a week including Statutory Holidays	hours	\$210.12
YEAR TWO	B15	HVAC Technician on Weekends/Statutory Holidays - 8:00am - 4:00pm	hours	\$157.59
YEAR TWO	B16	Estimated total dollar amount of material allowance. Please indicate the markup % in the contract unit price column	Amount	15.00%
YEAR THREE	C1	Preventative Maintenance Inspections for Union Station - 35 York Street on a quarterly basis	P.M. Inspections	\$3,176.00
YEAR THREE	C2	Preventative Maintenance Inspections for Union Station - 35 York Street on a monthly basis	P.M. Inspections	\$322.00
YEAR THREE	C3	Preventative Maintenance Inspections for Union Station Bus Terminal - 141 Bay Street on a quarterly basis	P.M. Inspections	\$633.00
YEAR THREE	C4	Preventative Maintenance Inspections for Union Station Bus Terminal - 141 Bay Street on a monthly basis	P.M. Inspections	\$322.00



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## Preventative Maintenance and Emergent Services of HVAC Systems Various Metrolinx Locations PT-2017-CR-447

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YEAR THREE	C5	Preventative Maintenance Inspections for Head Office - 20 Bay Street on a monthly basis	P.M. Inspections	\$1,191.00
YEAR THREE	C6	Preventative Maintenance Inspections for Presto Office - 130 Adelaide Street on a quarterly basis	P.M. Inspections	\$296.00
YEAR THREE	C7	Preventative Maintenance Inspections for Union Station - 140 Bay Street on a quarterly basis (Expected to open May 2019 <b>subject to change</b> ). Equipment list currently not available. Equipment list will be similar to 35 York Street.	P.M. Inspections	\$3,176.00
YEAR THREE	C8	Preventative Maintenance Inspections for Union Station - 140 Bay Street on a monthly basis (Expected to open May 2019 <b>subject to change</b> ). Equipment list currently not available. Equipment list will be similar to 35 York Street.	P.M. Inspections	\$322.00
YEAR THREE	C9	Preventative Maintenance Inspections for Metrolinx Office - 277 Front Street on a quarterly basis	P.M. Inspections	\$538.00
YEAR THREE	C10	Preventative Maintenance Inspections for Metrolinx Office - 97 Front Street on a quarterly basis	P.M. Inspections	\$893.00
YEAR THREE	C12	HVAC Technician during normal working hours 8:00am -4:00pm - Monday to Friday	hours	\$107.16
YEAR THREE	C13	HVAC Technician after hours 4:00pm - Midnight - Monday to Friday	hours	\$160.74
YEAR THREE	C14	HVAC Technician overnight hours - Midnight - 8:00am - 7 days a week including Statutory Holidays	hours	\$214.32
YEAR THREE	C15	HVAC Technician on Weekends/Statutory Holidays - 8:00am - 4:00pm	hours	\$160.74
YEAR THREE	C16	Estimated total dollar amount of material allowance. Please indicate the markup % in the contract unit price column	Amount	15.00%
YEAR FOUR	D1	Preventative Maintenance Inspections for Union Station - 35 York Street on a quarterly basis	P.M. Inspections	\$3,240.00
YEAR FOUR	D2	Preventative Maintenance Inspections for Union Station - 35 York Street on a monthly basis	P.M. Inspections	\$328.00
YEAR FOUR	D3	Preventative Maintenance Inspections for Union Station Bus Terminal - 141 Bay Street on a quarterly basis	P.M. Inspections	\$646.00

# ARTICLES OF AGREEMENT

## Preventative Maintenance and Emergent Services of HVAC Systems Various Metrolinx Locations PT-2017-CR-447

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YEAR FOUR	D4	Preventative Maintenance Inspections for Union Station Bus Terminal - 141 Bay Street on a monthly basis	P.M. Inspections	\$328.00
YEAR FOUR	D5	Preventative Maintenance Inspections for Head Office - 20 Bay Street on a monthly basis	P.M. Inspections	\$1,215.00
YEAR FOUR	D6	Preventative Maintenance Inspections for Presto Office - 130 Adelaide Street on a quarterly basis	P.M. Inspections	\$302.00
YEAR FOUR	D7	Preventative Maintenance Inspections for Union Station - 140 Bay Street on a quarterly basis (Expected to open May 2019 <b>subject to change</b> ). Equipment list currently not available. Equipment list will be similar to 35 York Street.	P.M. Inspections	\$3,240.00
YEAR FOUR	D8	Preventative Maintenance Inspections for Union Station - 140 Bay Street on a monthly basis (Expected to open May 2019 <b>subject to change</b> ). Equipment list currently not available. Equipment list will be similar to 35 York Street.	P.M. Inspections	\$328.00
YEAR FOUR	D9	Preventative Maintenance Inspections for Metrolinx Office - 277 Front Street on a quarterly basis	P.M. Inspections	\$549.00
YEAR FOUR	D10	Preventative Maintenance Inspections for Metrolinx Office - 97 Front Street on a quarterly basis	P.M. Inspections	\$911.00
YEAR FOUR	D12	HVAC Technician during normal working hours 8:00am -4:00pm - Monday to Friday	hours	\$109.30
YEAR FOUR	D13	HVAC Technician after hours 4:00pm - Midnight - Monday to Friday	hours	\$163.95
YEAR FOUR	D14	HVAC Technician overnight hours - Midnight - 8:00am - 7 days a week including Statutory Holidays	hours	\$218.60
YEAR FOUR	D15	HVAC Technician on Weekends/Statutory Holidays - 8:00am - 4:00pm	hours	\$163.95
YEAR FOUR	D16	Estimated total dollar amount of material allowance. Please indicate the markup % in the contract unit price column	Amount	15.00%
YEAR FIVE	E1	Preventative Maintenance Inspections for Union Station - 35 York Street on a quarterly basis	P.M. Inspections	\$3,305.00
YEAR FIVE	E2	Preventative Maintenance Inspections for Union Station - 35 York Street on a	P.M. Inspections	\$335.00

# ARTICLES OF AGREEMENT

## Preventative Maintenance and Emergent Services of HVAC Systems Various Metrolinx Locations PT-2017-CR-447

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		monthly basis		
YEAR FIVE	E3	Preventative Maintenance Inspections for Union Station Bus Terminal - 141 Bay Street on a quarterly basis	P.M. Inspections	\$659.00
YEAR FIVE	E4	Preventative Maintenance Inspections for Union Station Bus Terminal - 141 Bay Street on a monthly basis	P.M. Inspections	\$335.00
YEAR FIVE	E5	Preventative Maintenance Inspections for Head Office - 20 Bay Street on a monthly basis	P.M. Inspections	\$1,239.00
YEAR FIVE	E6	Preventative Maintenance Inspections for Presto Office - 130 Adelaide Street on a quarterly basis	P.M. Inspections	\$308.00
YEAR FIVE	E7	Preventative Maintenance Inspections for Union Station - 140 Bay Street on a quarterly basis (Expected to open May 2019 <b>subject to change</b> ). Equipment list currently not available. Equipment list will be similar to 35 York Street.	P.M. Inspections	\$3,305.00
YEAR FIVE	E8	Preventative Maintenance Inspections for Union Station - 140 Bay Street on a monthly basis (Expected to open May 2019 <b>subject to change</b> ). Equipment list currently not available. Equipment list will be similar to 35 York Street.	P.M. Inspections	\$335.00
YEAR FIVE	E9	Preventative Maintenance Inspections for Metrolinx Office - 277 Front Street on a quarterly basis	P.M. Inspections	\$560.00
YEAR FIVE	E10	Preventative Maintenance Inspections for Metrolinx Office - 97 Front Street on a quarterly basis	P.M. Inspections	\$929.00
YEAR FIVE	E12	HVAC Technician during normal working hours 8:00am -4:00pm - Monday to Friday	hours	\$111.49
YEAR FIVE	E13	HVAC Technician after hours 4:00pm - Midnight - Monday to Friday	hours	\$167.23
YEAR FIVE	E14	HVAC Technician overnight hours - Midnight - 8:00am - 7 days a week including Statutory Holidays	hours	\$222.98
YEAR FIVE	E15	HVAC Technician on Weekends/Statutory Holidays - 8:00am - 4:00pm	hours	\$167.23
YEAR FIVE	E16	Estimated total dollar amount of material allowance. Please indicate the markup % in the contract unit price column	Amount	15.00%

**4.0 Limitation of Expenditures**

- 4.1 It is understood that Section 2.0, Limitation of Expenditure, of Schedule B – Financial Terms of General Conditions of the Contract applies.
- 4.2 Metrolinx's upset limit for this Work is two hundred thousand dollars (\$200,000.00), excluding H.S.T. over a period of five (5) years.
- 4.3 No individual Assignment shall have a value greater than one hundred thousand dollars (\$100,000.00).
- 4.4 The Contractor shall not perform any Work under this Contract which would result in an increase to the Total Contract Price, unless an increase is so authorized by Metrolinx and effected by a written amendment to the Contract.

**5.0 Allowances**

**5.1 Cash Allowances**

- (a) Cash Allowances are subject to the General Conditions of the Contract.
- (b) Descriptions of each Cash Allowance are listed below and amounts are specified in Section 4.0, Contract Price, above.

**5.2 Contingency Allowances**

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

**6.0 Project Schedule**

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

Year One: Award of Contract to July 31, 2019;

Year Two: August 1, 2019 to July 31, 2020;  
(Option Year Two to be exercised at the sole discretion of Metrolinx);

Year Three: August 1, 2020 to July 31, 2021;  
(Option Year Two to be exercised at the sole discretion of Metrolinx);

Year Four: August 1, 2021 to July 31, 2022;  
(Option Year Two to be exercised at the sole discretion of Metrolinx); and

Year Five: August 1, 2022 to July 31, 2023;  
(Option Year Two to be exercised at the sole discretion of Metrolinx).

## **7.0 Options**

### **7.1 Option Years**

- (a) Option Year is defined as a specified timeframe, in accordance with Section 8.0 below, in which the Work shall be carried out in accordance with the Contract requirements at the fixed all-inclusive prices stated in Section 4.0 herein solely if Metrolinx exercises its option to proceed with an Option Year in accordance with Sections 7.1(a) and 7.1(b) below.
- (b) It is understood that Option Year Two, Option Year Three, Option Year Four and Option Year Five are options exercisable at the sole discretion of Metrolinx. In the event Metrolinx does not exercise its option, the Contract shall be considered complete upon expiration of the current year.
- (c) Each Option Year shall be automatically exercised unless Metrolinx informs the Vendor with sixty (60) days written notice prior to the end of the current year that Metrolinx will not be exercising such Option Year.

## **8.0 Harmonized Sales Tax**

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

## **9.0 Assignments**

- 9.1 Work shall be assigned and quoted by the Contractor in accordance with General Conditions of the Contract.

## **10.0 Invoicing Instructions**

- 10.1 Invoices are to be submitted in duplicate, quoting Contract/File No. PT-2017-CR-447, PO No. and Contractor's HST Registration No. to the following address:

**METROLINX  
20 Bay St., Suite 600  
Toronto, ON M5J 2W3  
Attn.: Accounts Payable**

**ARTICLES OF AGREEMENT**

**Preventative Maintenance and Emergent Services of HVAC Systems  
Various Metrolinx Locations  
PT-2017-CR-447**

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**11.0 Total Contract Price**

- (a) The Total Upset Limit shall be established as follows:
- |   |                     |
|---|---------------------|
| (i) Total Upset Limit                         | \$200,000.00        |
| (ii) 13% Harmonized Sales Tax (H.S.T.) Amount | <u>\$ 26,000.00</u> |
- (b) Service Provider's H.S.T. Number: 10485 2751 RT0001

**S.I.G. MECHANICAL SERVICES LIMITED**

Per: \_\_\_\_\_  
Name:  
Title:

Per: \_\_\_\_\_  
Name:  
Title:

I/We have authority to bind the Corporation

**METROLINX**

Per: \_\_\_\_\_  
Name:  
Title:

Per: \_\_\_\_\_  
Name:  
Title:

I/We have authority to bind the Corporation

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

**Date:** August 21, 2018

**Request No. PT-2017-CR-447**  
**Servicing of HVAC Systems at Various Metrolinx Locations on an Emergent Basis**

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

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

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

**1.0 ATTACHMENT 1 – CONTRACT PRICES**

- Q1. The contract prices spreadsheet Period Two, Item No. B14 does not extrapolate the unit price to an extended total.
- A1. Refer to “Addendum 6 - Attachment 1 – Contract Prices”.

Sincerely,



Josie Canzona  
Procurement Officer  
Procurement Services, Metrolinx  
Direct Dial: 416-202-5645  
Email: Josie.Canzona@metrolinx.com

**Date:** August 21, 2018

**Request No. PT-2017-CR-447**  
**Servicing of HVAC Systems at Various Metrolinx Locations on an Emergent Basis**

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

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

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

**1.0 TENDER DOCUMENT REVISIONS**

- 1.1 The Tender Document has been revised and sections affected are noted below. The revised Tender Document is attached in the file entitled “Addendum 4 Revised Tender PT-2017-CR-447” which supersedes all previous Tender Document versions.  
[141 Pages Attached – Changes are highlighted in yellow and are as follows:

<b>Section Affected:</b>	<b>Revisions</b>
Instructions to Proponents/Merx	<ul style="list-style-type: none"><li>➤ Amended Section 1.2, Tender Timetable.</li><li>➤ Amended Closing date in Merx.</li></ul>
Attachment 1 – Contract Prices	<ul style="list-style-type: none"><li>➤ Amended line Item Nos. A7, B7, C7, D7 and E7.</li><li>➤ Amended line Item Nos. A8, B8, C8, D8 and E8.</li></ul>

**2.0 CLARIFICATIONS**

- 2.1 Refer to the attached file entitled “Addendum 5 – Clarifications PT-2017-CR-447”, for responses to Bidder enquiries.



Sincerely,

A handwritten signature in black ink that reads "J Canzona". The signature is written in a cursive, flowing style.

Josie Canzona  
Procurement Officer  
Procurement Services, Metrolinx  
Direct Dial: 416-202-5645  
Email: Josie.Canzona@metrolinx.com

<b>REFERENCE NO.</b>	<b>PT-2017-CR-447 Servicing of HVAC Systems at Various locations on an Emergent Basis</b>
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<b>Q #</b>	<b>Reference Document Section (i.e. Instructions, Attachments, etc.)</b>	<b>Page # of Section (i.e. Page 1 of 5)</b>	<b>Insert Section # (i.e. Section 1.1.1(a))</b>	<b>Question</b>	<b>Response</b>
1	Attachment 1 - Contract Prices			On Attachment 1, Contract Prices, we suggest that Period One – Item Nos. A7 and A8 have revised estimated quantity from “4” to “1” reflecting that only one quarterly PM Inspection will be completed if the facilities open during May, 2019. Period 2 quantities would not require change.	Refer to “Addendum 5 Attachment 1 – Contract Prices”.
2	Instructions to Bidders/Merx			The Addendum 4 shows a closing date of Aug 28, 2018. However, Merx solicitation still has a closing date of Aug23,2018. Kindly advise which one is correct.	Refer to revised Section 1.2 Tender Timetable and amended Closing date in Merx portal.

**Date:** August 17, 2018

**Request No. PT-2017-CR-447**  
**Servicing of HVAC Systems at Various Metrolinx Locations on an Emergent Basis**

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

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

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

## **1.0 TENDER DOCUMENT REVISIONS**

- 1.1 The Tender Document has been revised and sections affected are noted below. The revised Tender Document is attached in the file entitled “Addendum 4 Revised Tender PT-2017-CR-447” which supersedes all previous Tender Document versions.  
[141 Pages Attached – Changes are highlighted in yellow and are as follows:

<b>Section Affected:</b>	<b>Revisions</b>
List of Contents	➤ Amended.
Instructions to Proponents	➤ Closing Date as stated in Section 1.2, Tender Timetable, has been changed to August 28, 2018.
Scope of Work – Detailed Scope of Work	➤ Deleted Section 4.1(f).
Attachment 1 – Contract Prices	➤ Deleted Item Nos. A11, B11, C11, D11 and E11. ➤ Amended ‘Detailed Description’ of Item Nos. A7, B7, C7, D7 and E7. ➤ Amended ‘Detailed Description’ of Item Nos. A8, B8, C8, D8 and E8.
Attachments	➤ Added “Equipment Listing and Locations”

## **2.0 CLARIFICATIONS**

- 2.1 Refer to the attached file entitled “Addendum 4 – Clarifications PT-2017-CR-447”, for responses to Bidder enquiries.

Sincerely,

A handwritten signature in black ink, appearing to read "J Canzona". The signature is fluid and cursive, with the first letter "J" being large and prominent.

Josie Canzona  
Procurement Officer  
Procurement Services, Metrolinx  
Direct Dial: 416-202-5645  
Email: Josie.Canzona@metrolinx.com

REFERENCE NO.	PT-2017-CR-447 Servicing of HVAC Systems at Various locations on an Emergent Basis
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Q #	Reference Document Section (i.e. Instructions, Attachments, etc.)	Page # of Section (i.e. Page 1 of 5)	Insert Section # (i.e. Section 1.1.1(a))	Question	Response
1	Attachment 1 - Contract Prices			Is there a complete equipment list for each location listed on Attachment 1?	Refer to attachment entitled “Addendum 4 - Equipment Listing and Locations”.
2	N/A	N/A	N/A	Is there an equipment list per site that shows makes, models and serial #'s?	Refer to Question 1 above.
3	N/A	N/A	N/A	Is there a filter and belt list for each site?	Refer to Question 1 above.
4	Tender Document Form – Form of Tender	Page 2 of 5.	1.5(a)(iv)	You are requesting a sample invoice. Would this be for a maintenance performed, a service call or a quoted job?	Please refer to Section 1.5(a) New Vendor Information. Vendors are requested to provide documentation “If you haven’t previously done business with Metrolinx, or have and continue to do business with Metrolinx...”.
5	Scope of Work – Drawings	Page 1 of 1	N/A	Drawings are those listed under “Drawings” in List of Contents. I don’t see this file or the List of Contents. Please advise where they	Refer to revised List of Contents. There are no drawings associated with this tender.

				can be found.	
6	Attachments	Page 1 of 1	N/A	Attachments are those listed under “Attachments” in List of Contents. I don’t see this file or the List of Contents. Please advise where they can be found.	All ‘Attachments’ are listed in the List of Contents and have been downloaded as separate files.
7	Equipment List			Is there an equipment and filter list that’s available for each site?	Refer to Question 1 above.
8	N/A	N/A	N/A	Did you not want any company information or a background on the potential vendors?	Only information indicted and requested in the tender document is required. Refer to Article 5.0 Tender Submission and Article 8.0 Bidder Qualifications.
9	Tender Document Form – Bidder’s Facilities, Equipment and Workforce	Page 1 of 1	1.1	In the box for “Workforce”, can you expand on what you want to see, other than a technician’s name. Did you want their 313A number, Fitter 2 or fitter 1 status, safety courses? Please advise. For facilities, I would expect to enter our Toronto office address. Please expand on what you would like to see entered under the “Equipment” box.	Bidder is requested to provide company information re ”Workforce”, “Facilities” and “Equipment” as it relates to the performance of the Work being requested.
10	Bidder’s Qualifications	Pages 3-7 of 7	N/A	Other than customer names, contacts, etc. most of the questions seem to relate to construction or installation jobs, versus the fact that we are talking about a maintenance and service contract. Did you want to adjust some of the requirements from the references?	There will be no changes.

11	N/A	N/A	N/A	Is there no site visits to look at the equipment?	There is no site visit.
12	N/A	N/A	N/A	Where can I find the “New/Update Vendor Form”?	Refer to attachment entitled “Vendor Form – Gold Standard.pdf”.
13	Addendum 3	2	N/A	I have submitted two of these forms already and no answers have been provided by the Addendum 4 that was to be posted shortly as of August 9 <sup>th</sup> . I don’t see Addendum 4 and closing day for questions is this coming Monday Aug. 20 <sup>th</sup> . Will there be any answers provided, equipment, filter, belt lists and an extention of the closing date?	Refer to Question 1 above.

**Date:** August 9, 2018

**Request No. PT-2017-CR-447  
Servicing of HVAC Systems at Various Metrolinx Locations on an Emergent  
Basis**

**DUE TO MERX ISSUE ADDENDUM 2 DID NOT DOWNLOAD THEREFORE  
ADDENDUM 3 IS BEING ISSUED IN ITS PLACE**

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

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

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

**1.0 TENDER DOCUMENT REVISIONS**

- 1.1 The Tender Document has been revised and sections affected are noted below. The revised Tender Document is attached in the file entitled “Addendum 3 Revised Tender PT-2017-CR-447” which supersedes all previous Tender Document versions.  
[141 Pages Attached – Changes are highlighted in yellow and are as follows:

<b>Section Affected:</b>	<b>Revisions</b>
Instructions to Proponents	➤ Last Day for Issuance of Addenda and Closing Date as stated in Section 1.2, Tender Timetable, has been changed respectively to August 20 and August 23, 2018.

**2.0 CLARIFICATIONS**

- 2.1 Questions not responded to in this, Addendum No. 3, will be responded to in Addendum No. 4 which will be issued shortly.



Sincerely,

A handwritten signature in black ink, appearing to read "J Canzona". The signature is fluid and cursive, with the first letter "J" being large and prominent.

Josie Canzona  
Procurement Officer  
Procurement Services, Metrolinx  
Direct Dial: 416-202-5645  
Email: Josie.Canzona@metrolinx.com

**Date:** August 2, 2018

**Request No. PT-2017-CR-447**  
**Servicing of HVAC Systems at Various Metrolinx Locations on an Emergent Basis**

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

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

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

**1.0 TENDER DOCUMENT REVISIONS**

- 1.1 The Tender Document has been revised and sections affected are noted below. The revised Tender Document is attached in the file entitled “Addendum 1 Revised Tender PT-2017-CR-447” which supersedes all previous Tender Document versions.  
[141 Pages Attached – Changes are highlighted in yellow and are as follows:

<b>Section Affected:</b>	<b>Revisions</b>
Instructions to Proponents	➤ Last day of issuance of Addenda and Closing Date as stated in Section 1.2, Tender Timetable, has been changed respectively to August 9 and August 16, 2018.

**2.0 CLARIFICATIONS**

- 2.1 Questions not responded to in this, Addendum No. 1, will be responded to in Addendum No. 2 which will be issued shortly.

Sincerely,

A handwritten signature in black ink that reads "J Canzona". The signature is written in a cursive, flowing style.

Josie Canzona  
Procurement Officer  
Procurement Services, Metrolinx  
Direct Dial: 416-202-5645  
Email: Josie.Canzona@metrolinx.com

**TENDER DOCUMENT FORM  
FORM OF TENDER**

**Preventative Maintenance and Emergent Services of HVAC Systems  
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**1.0 Contact Information**

The Bidder submitting a Submission is as follows:

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

S.I.G. MECHANICAL SERVICES LIMITED

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

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

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

51B Esna Park Drive, Markham, ON L3R 1C9

T#905-475-3000 F#905-475-3170

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

Pim Schotanus -Operations Manager

51B Esna Park Drive, Markham, ON L3R 1C9

T#905-475-3000 ext 224 F#905-475-3170

pim@sigmechanical.com

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

Pim Schotanus- Operations Manager

- 1.5 **New Vendor Information**

- (a) **If you haven't previously done business with Metrolinx, or have and continue to do business with Metrolinx, and are submitting a**

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FORM OF TENDER**

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**Submission for the first time or have in the past, please fully complete and provide with the Submission the “New/Update Vendor Form” under “Attachments” and submit the additional documentation as indicated, including:**

- (i) Vendor Registration (Articles of Incorporation, Sole Proprietorship Registration, Partnership Agreements, etc.).**
- (ii) Canada Revenue Agency Registration (Business Number)**
- (iii) Void Cheque (for Electronic Funds Transfer setup)**
- (iv) Sample Invoice**

**2.0 Acknowledgements and Declarations**

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

**TENDER DOCUMENT FORM  
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**Preventative Maintenance and Emergent Services of HVAC Systems  
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covenants that it enter into the Contract with Metrolinx as contemplated by the Tender Documents by executing the Contract and will perform and execute the Work at the Rates quoted up to the established Total Contract Price amount if it is notified, in writing, by Metrolinx within one hundred and twenty (120) days of the Closing that it is the successful Bidder.

- 2.7 The Bidder hereby declares that it has the physical and financial resources to sustain and complete the Work.
- 2.8 The Bidder hereby declares that no Conflict of Interest exists in accordance with “Tender Document Form: Conflict of Interest”.
- 2.9 The Bidder hereby declares that no person, firm or corporation (including any agent of Metrolinx), other than the undersigned or Suppliers or Subvendors engaged in the ordinary course of business, has any interest in this call for Tenders or the proposed Contract for which the Submission is made.
- 2.10 The Bidder acknowledges that by way of the E-Bid Authorized Signer submitting a Submission, the Bidder is agreeing to be bound to each and every term, condition, article and obligation of the Tender Document and any resultant Contract.
- 2.11 The Bidder acknowledges that consistent with Section 17.2 of Instructions to Bidders, failure by the Bidder, whose Submission was accepted by Metrolinx, to execute and deliver executed Contract with the required Insurance Certificates, Workplace Safety and Insurance Clearance Certificate and the Performance and Labour and Materials Payment Bonds, or specified alternatives, or any other required documentation (as applicable to this Tender Process) shall result in the cancellation of acceptance of the Bidder’s Submission by Metrolinx and forfeiture of the Bidder's Bid Deposit (if applicable).
- 2.12 The submitting of a Submission by a Bidder shall be considered prima facie evidence that the above requirements have been met. Failure to have complied with said requirements shall not relieve the Bidder of its obligation to enter into the Contract and to carry out the Work for the terms and conditions set forth in the Tender Documents.

**3.0 Requirement**

- 3.1 The Bidder shall provide all labour, superintendence, plant, tools, appliances, equipment, supplies and other accessories, services and facilities necessary to provide servicing of HVAC Systems at Various locations, as further described in this Tender Document.

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**Preventative Maintenance and Emergent Services of HVAC Systems  
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- 3.2 The Work is to be performed to the satisfaction of the Senior Manager of Station Operations Central, unless otherwise specified.

**4.0 Assignments**

- 4.1 Work shall be assigned and quoted by the Contractor in accordance with General Conditions of the Contract.

**5.0 Total Contract Price**

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

**6.0 Harmonized Sales Tax**

- 6.1 The Bidder acknowledges it has read and agrees to be bound by the General Conditions of the Contract as it relates to Harmonized Sales Tax.
- 6.2 The Bidder declares that the H.S.T. registration number, as stated in the Excel spreadsheet of "Tender Document Form: Contract Prices", is registered to the Bidder providing this Submission.
- 6.3 A non-resident Bidder unable to provide a H.S.T. Registration Number at the time of Submission shall be required to provide a H.S.T. Registration Number within five (5) Business Days of acceptance of its Submission by Metrolinx. The Bidder acknowledges that failure to comply with this requirement may result in the Contract being declared VOID.

**7.0 Options**

- 7.1 Option Years
- (a) Option Year is defined as a specified timeframe, in accordance with Section 6.0 below, in which the Work shall be carried out in accordance with the Contract requirements at the fixed all-inclusive prices quoted in "Tender Document Form – Contract Prices" (which shall form part of the Articles of Agreement) solely if Metrolinx exercises its option to proceed with an Option Year in accordance with Sections 7.1(b) and 7.1(c) below.
- (b) It is understood that Option Year Two is an option exercisable at the sole discretion of Metrolinx. In the event Metrolinx does not exercise its option,

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the Contract shall be considered complete upon expiration of the current year.

- (c) Each Option Year shall be automatically exercised unless Metrolinx informs the Vendor with sixty (60) days written notice prior to the end of the current year that Metrolinx will not be exercising such Option Year.

**8.0 Project Schedule**

- 8.1 Year One: Award of Contract to July 31, 2019;
- 8.2 Year Two: August 1, 2019 to July 31, 2020;  
(Option Year Two to be exercised at the sole discretion of Metrolinx);
- 8.3 Year Three: August 1, 2020 to July 31, 2021;  
(Option Year Two to be exercised at the sole discretion of Metrolinx);
- 8.4 Year Four: August 1, 2021 to July 31, 2022;  
(Option Year Two to be exercised at the sole discretion of Metrolinx); and
- 8.5 Year Five: August 1, 2022 to July 31, 2023;  
(Option Year Two to be exercised at the sole discretion of Metrolinx).



**TENDER DOCUMENT FORM  
CONTRACT PRICES**

**Preventative Maintenance and Emergent Services of HVAC Systems  
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**1.0 Contract Unit Prices**

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

1.1 Payment for services rendered and goods supplied in accordance with the terms and conditions of the Contract shall be based on the requirements of the "Tender Document Form: Form of Tender" in addition to the following:

- (a) The Total Evaluated Price bid shall be firm and quoted in Canadian funds.
- (b) The Rates quoted shall include all applicable taxes, except Harmonized Sales Tax (H.S.T.), in force at the date the Submission is submitted.
- (c) The Rates quoted shall be fixed all-inclusive prices, quoted in Canadian funds, for performance of the Work.
- (d) The Rates include all labour, superintendence, plant, tools, appliances, equipment, supplies and other accessories, services and facilities customs, duties, royalties, handling, transportation, travel, mileage, overhead, profit and all other charges.
- (e) Estimated Quantities
  - (i) The estimated quantities listed in the attached Excel file are arbitrary numbers for a hypothetical project and are to be used for the purpose of assisting in evaluating Submissions.
  - (ii) Metrolinx reserves the right to purchase quantities other than those stated for each year of the Contract at the Rates quoted.
- (f) Work shall be assigned and quoted by the Vendor in accordance with Section 8.4, Task Assignment Process, of General Conditions of the Contract.

**2.0 Limitation of Expenditures**

- 2.1 It is understood that Section 2.0, Limitation of Expenditure, of Schedule B – Financial Terms of General Conditions of the Contract applies.
- 2.2 The upset limit for the Work to be provided under this Contract is stated in Section 17.1(b) of Instructions to Bidders.
- 2.3 No individual Assignment shall have a value greater than one hundred thousand dollars (\$100,000.00).

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CONTRACT PRICES**

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- 2.4 The Contractor shall not perform any Work under this Contract which would result in an increase to the Total Contract Price, unless an increase is so authorized by Metrolinx and effected by a written amendment to the Contract.

**3.0 Allowances**

- 3.1 Not Applicable

**4.0 Completion of Pricing Schedules**

- 4.1 Bidders shall fully complete the Excel file entitled "Contract Prices" and insert a Unit Price into each space provided under the Contract Unit Price column.
- 4.2 "Tender Document Form: Contract Prices" must be submitted as a separate file preferably in Excel format to facilitate the pricing evaluation process, and may not be retyped or recreated. Failure to follow the submission instructions or format requirements may result in the Submission being found non-compliant and disqualified.
- 4.3 If a "0" is entered in any of the spaces where price information is to be provided, it shall be interpreted as meaning the Vendor shall provide the specified service to Metrolinx at no charge.
- 4.4 If any space is left blank or an entry of "N/C" or "N/A" or "-" is entered where price information should be entered then the Submission may be found non-compliant and disqualified consistent with the provisions of the Instructions to Bidders.

**TENDER DOCUMENT FORM  
BIDDER'S QUALIFICATIONS**

**Preventative Maintenance and Emergent Services of HVAC Systems  
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**1.0 Qualifications**

- 1.1 Metrolinx will use the information submitted by the Bidder in this “Tender Document Form: Bidder’s Qualifications” to determine if the Bidder meets the Bidder’s Qualifications set out in Section 8.1 of Instructions to Bidders. Projects listed by the Bidder in this “Tender Document Form: Bidder’s Qualifications” must demonstrate that the Bidder has successfully completed contracts for work that meets the criteria as set out in Section 8.1 of Instructions to Bidders.
- 1.2 The Bidder should complete the following:
- (a) Approximate annual value of similar work performed in Canada for the past five (5) years, if applicable.
    - (i) 2017 409,786.00
    - (ii) 2016 401,751.00
    - (iii) 2015 393,873.00
    - (iv) 2014 221,912.00
    - (v) 2013 204,842.00

**2.0 Reference Checks**

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

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BIDDER'S QUALIFICATIONS**

**Preventative Maintenance and Emergent Services of HVAC Systems  
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project shall have held a position within the reference organization, directly involved in the referenced project, and in a position to verify that the work was carried out by the Bidder in relation to the reference project in question.

- 2.5 For any discrepancies resulting from the reference check, Metrolinx may, at its sole discretion, re-contact the Bidder in writing for a written clarification or validation of information provided. Section 16.1(c) shall apply for any misrepresentations, inaccurate or misleading information provided in Tender Document Form: Corporate Firm's Qualifications.

**3.0 Reference Projects**

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

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BIDDER'S QUALIFICATIONS**

**Preventative Maintenance and Emergent Services of HVAC Systems  
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(i) Reference Project #1 of 5

<b>Project Name and Location:</b>	<b>Maintenance of all HVAC equipment</b>		
<b>Role of Bidder:</b>	<b>46T</b>		
<b>Customer Name:</b>	<b>City of Markham -various facilities</b>		
<b>Customer Contact Person:</b>	<b>Michael Ryan</b>	<b>Phone No.</b>	<b>905-477-7000</b>
<b>Customer Contact Email Address:</b>	<b>Mryan@markham.ca 101 Town Centre Blvd. Markham, ON</b>		
<b>Contract Value (Estimated)</b>	<b>\$409,786.00</b>	<b>Contract Value (Actual)</b>	<b>\$409,786.00</b>
<b>Reasons for variances in contract value:</b>			
<b>46T</b>			
<b>Completion Date (Estimated)</b>	<b>Ongoing</b>	<b>Completion Date (Actual)</b>	<b>Ongoing</b>
<b>Reasons for schedule variances:</b>			
<b>46T</b>			
<b>Project Description (Provide a detailed description of the reference project and the Bidder's responsibilities for the reference project. The Bidder should specifically list below similarities between this reference project and the Work specified herein)</b>			
<b>Maintenance of all HVAC equipment at various City of Markham facilities</b>			
<b>Provide an overview of the scope of work:</b>	<b>46T</b>		
<b>List the major components of the work:</b>	<b>46T</b>		

**TENDER DOCUMENT FORM  
BIDDER'S QUALIFICATIONS**

**Preventative Maintenance and Emergent Services of HVAC Systems  
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(ii) Reference Project #2 of 5

<b>Project Name and Location:</b>	<b>Installation of new 16,000 pool dehumidifier unit and pool heating boiler</b>		
<b>Role of Bidder:</b>	<b>46T</b>		
<b>Customer Name:</b>	<b>Town of Richmond Hill</b>		
<b>Customer Contact Person:</b>	<b>Nick Kalyvas</b>	<b>Phone No.</b>	<b>905-771-2522</b>
<b>Customer Contact Email Address:</b>	<b>nick.kalyvas@richmondhill.ca</b>		
<b>Contract Value (Estimated)</b>	<b>\$1,200,000.00</b>	<b>Contract Value (Actual)</b>	<b>\$1,200,000.00</b>
<b>Reasons for variances in contract value:</b>			
<b>46T</b>			
<b>Completion Date (Estimated)</b>	<b>46T</b>	<b>Completion Date (Actual)</b>	<b>September 2013</b>
<b>Reasons for schedule variances:</b>			
<b>46T</b>			
<b>Project Description (Provide a detailed description of the reference project and the Bidder's responsibilities for the reference project. The Bidder should specifically list below similarities between this reference project and the Work specified herein)</b>			
<b>Installation of new 16,000 pool dehumidifier unit and pool heating boiler. Complete retrofit of all mechanical equipment for Fire Stations including boilers, air handling unit, VAV boxes and BAS control</b>			
<b>Provide an overview of the scope of work:</b>	<b>46T</b>		
<b>List the major components of the work:</b>	<b>46T</b>		

**TENDER DOCUMENT FORM  
BIDDER'S QUALIFICATIONS**

**Preventative Maintenance and Emergent Services of HVAC Systems  
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(iii) Reference Project #3 of 5

<b>Project Name and Location:</b>	<b>Maintenance of all HVAC equipment</b>		
<b>Role of Bidder:</b>	<b>46T</b>		
<b>Customer Name:</b>	<b>Medreleaf</b>		
<b>Customer Contact Person:</b>	<b>Stefano Spangaro</b>	<b>Phone No.</b>	<b>289-317-1000</b>
<b>Customer Contact Email Address:</b>	<b>46T</b>		
<b>Contract Value (Estimated)</b>	<b>\$200,000.00</b>	<b>Contract Value (Actual)</b>	<b>\$46T</b>
<b>Reasons for variances in contract value:</b>			
<b>46T</b>			
<b>Completion Date (Estimated)</b>	<b>ongoing</b>	<b>Completion Date (Actual)</b>	<b>ongoing</b>
<b>Reasons for schedule variances:</b>			
<b>46T</b>			
<b>Project Description (Provide a detailed description of the reference project and the Bidder's responsibilities for the reference project. The Bidder should specifically list below similarities between this reference project and the Work specified herein)</b>			
<b>Maintenance &amp; repairs of all HVAC equipment at three facilities</b>			
<b>Provide an overview of the scope of work:</b>	<b>46T</b>		
<b>List the major components of the work:</b>	<b>46T</b>		

(iv) Reference Project # 4 of 5

**TENDER DOCUMENT FORM  
BIDDER'S QUALIFICATIONS**

**Preventative Maintenance and Emergent Services of HVAC Systems  
Various Metrolinx Locations  
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<b>Project Name and Location:</b>	<b>Maintenance of all HVAC equipment</b>		
<b>Role of Bidder:</b>	<b>46T</b>		
<b>Customer Name:</b>	<b>Durham Regional Police</b>		
<b>Customer Contact Person:</b>	<b>Tony Halsey</b>	<b>Phone No.</b>	<b>905-579-1520 ext3330</b>
<b>Customer Contact Email Address:</b>	<b>thalsey@drps.ca 605 Rossland Rd. E. Whitby, ON</b>		
<b>Contract Value (Estimated)</b>	<b>\$14,000.00</b>	<b>Contract Value (Actual)</b>	<b>\$46T</b>
<b>Reasons for variances in contract value:</b>			
<b>46T</b>			
<b>Completion Date (Estimated)</b>	<b>Ongoing</b>	<b>Completion Date (Actual)</b>	<b>Ongoing</b>
<b>Reasons for schedule variances:</b>			
<b>46T</b>			
<b>Project Description (Provide a detailed description of the reference project and the Bidder's responsibilities for the reference project. The Bidder should specifically list below similarities between this reference project and the Work specified herein)</b>			
<b>Maintenance &amp; repairs of all HVAC equipment at various facilities</b>			
<b>Provide an overview of the scope of work:</b>	<b>46T</b>		
<b>List the major components of the work:</b>	<b>46T</b>		



**TENDER DOCUMENT FORM  
BIDDER'S QUALIFICATIONS**

**Preventative Maintenance and Emergent Services of HVAC Systems  
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(v) Reference Project #5 of 5

<b>Project Name and Location:</b>	<b>Maintenance of all HVAC equipment</b>		
<b>Role of Bidder:</b>	<b>46T</b>		
<b>Customer Name:</b>	<b>The Bata Shoe Museum</b>		
<b>Customer Contact Person:</b>	<b>Emanuele Lepri</b>	<b>Phone No.</b>	<b>416-979-7799</b>
<b>Customer Contact Email Address:</b>	<b>Emanuele.lepri@batashoemuseum.ca</b>		
<b>Contract Value (Estimated)</b>	<b>\$25,000.00</b>	<b>Contract Value (Actual)</b>	<b>\$46T</b>
<b>Reasons for variances in contract value:</b>			
<b>46T</b>			
<b>Completion Date (Estimated)</b>	<b>ongoing</b>	<b>Completion Date (Actual)</b>	<b>ongoing</b>
<b>Reasons for schedule variances:</b>			
<b>46T</b>			
<b>Project Description (Provide a detailed description of the reference project and the Bidder's responsibilities for the reference project. The Bidder should specifically list below similarities between this reference project and the Work specified herein)</b>			
<b>Maintenance &amp; repairs of Chillers, boilers, all air handling units, water treatment &amp; emergency generator</b>			
<b>Provide an overview of the scope of work:</b>	<b>46T</b>		
<b>List the major components of the work:</b>	<b>46T</b>		

**TENDER DOCUMENT FORM  
CONFLICT OF INTEREST**

**Preventative Maintenance and Emergent Services of HVAC Systems  
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**1.0 Conflict of Interest**

As it pertains to Conflict of Interest:

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

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

there is no foreseeable Conflict of Interest in performing the contractual obligations contemplated in the Tender Document. Otherwise, if the statement in Section 1.1(b) below applies, check (“X”) the box.

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

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

46T

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

Name of Individual:	46T
Job Classification:	46T
Department:	46T
Last Date of Employment with Metrolinx:	46T
Name of Last Supervisor:	46T
Brief Description of Individual’s Job Functions:	46T
Brief Description of Nature of	46T

**TENDER DOCUMENT FORM  
CONFLICT OF INTEREST**

**Preventative Maintenance and Emergent Services of HVAC Systems  
Various Metrolinx Locations  
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Individual's	
Participation in the Preparation of the Submission:	46T

(Repeat above for each identified individual)

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

**TENDER DOCUMENT FORM**  
**MANDATORY CORPORATE, PERSONNEL AND TECHNICAL REQUIREMENTS**  
**Preventative Maintenance and Emergent Services of HVAC Systems**  
**Various Metrolinx Locations**  
**PT-2017-CR-447**

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Not Applicable.

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

**Preventative Maintenance and Emergent Services of HVAC Systems  
 Various Metrolinx Locations  
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- 1.1 Bidders should provide the information requested in this form as it relates to projects completed and ongoing. Failure of the Bidder to satisfy this requirement may render its Submission technically non-compliant resulting in disqualification.

	<b>2015</b>	<b>2016</b>	<b>2017</b>
Number of fatalities	0	0	0
Number of lost time incidents	4	0	0
Number of medical aid injuries	4	0	0
Was a modified work program available?	yes	yes	yes

	<b>2015</b>	<b>2016</b>	<b>2017</b>
What was your recordable injury incident rate determined in accordance with the following formula? $\frac{\# \text{ of Lost Time Accidents} \times 2,000,000}{\text{Total Employee Hours (Yearly)}}$	294.44	0	0

	<b>2015</b>	<b>2016</b>	<b>2017</b>
Number of hours worked by employees in the past three (3) years.	27170	24892	29497

	<b>2015</b>	<b>2016</b>	<b>2017</b>
List your overall Workplace Safety and Insurance Board rating for the past three (3) years, and attach your WSIB summary.	-0.949	-1.140	-3.247

**TENDER DOCUMENT FORM  
BIDDER'S FACILITIES, EQUIPMENT AND WORKFORCE**

**Preventative Maintenance and Emergent Services of HVAC Systems  
Various Metrolinx Locations  
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- 1.1 Bidders should provide the information requested in this form as it relates to workforce, facilities and equipment necessary for the performance of the Work. Failure of the Bidder to satisfy this requirement may render its Submission technically non-compliant resulting in disqualification. Additional pages may be attached if required.
- 1.2 Metrolinx reserves the right, before acceptance of a Bidder's Submission,, to inspect the proposed facilities and/or equipment of any or all Bidders.

**WORKFORCE**

18 Mechanics

**FACILITIES**

51B Esna Park Drive  
Markham, ON L3R 1C9

**EQUIPMENT**

18 Service trucks

**TENDER DOCUMENT FORM**

**VENDOR PERSONNEL**

**Preventative Maintenance and Emergent Services of HVAC Systems  
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Not Applicable.

## **GENERAL CONDITIONS OF THE CONTRACT**

**Preventative Maintenance and Emergent Services of HVAC Systems  
Various Metrolinx Locations  
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The documents, as stated under “General Conditions” of List of Contents, hereby form part of the General Conditions of the Contract and are appended to this Tender Document.



## **GENERAL CONDITIONS OF THE CONTRACT**

### **Preventative Maintenance and Emergent Services of HVAC Systems Various Metrolinx Locations PT-2017-CR-447**

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#### **1.0 Interpretation**

##### **1.1 Definitions**

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

##### **1.2 Time of the Essence**

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

##### **1.3 Currency**

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

##### **1.4 Units of Measure**

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

##### **1.5 Language**

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

##### **1.6 References**

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

## **GENERAL CONDITIONS OF THE CONTRACT**

### **Preventative Maintenance and Emergent Services of HVAC Systems Various Metrolinx Locations PT-2017-CR-447**

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

#### **1.7 Time**

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

#### **1.8 Schedules**

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

## **GENERAL CONDITIONS OF THE CONTRACT**

### **Preventative Maintenance and Emergent Services of HVAC Systems Various Metrolinx Locations PT-2017-CR-447**

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#### **1.9 Order of Precedence**

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

## **2.0 Performance**

#### **2.1 Term of the Contract**

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

#### **2.2 Performance of the Work**

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

## **GENERAL CONDITIONS OF THE CONTRACT**

### **Preventative Maintenance and Emergent Services of HVAC Systems Various Metrolinx Locations PT-2017-CR-447**

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

#### **2.3 Subvendors**

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

## **GENERAL CONDITIONS OF THE CONTRACT**

### **Preventative Maintenance and Emergent Services of HVAC Systems Various Metrolinx Locations PT-2017-CR-447**

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

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

#### **2.4 Vendor Personnel**

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

## **GENERAL CONDITIONS OF THE CONTRACT**

### **Preventative Maintenance and Emergent Services of HVAC Systems Various Metrolinx Locations PT-2017-CR-447**

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- (b) If a role is described in Schedule E - Vendor Personnel, the Vendor shall fill that role with a person who meets the qualifications, experience and minimum years of experience requirements that are contained in Schedule E - Vendor Personnel.
- (c) The Vendor shall provide effective and efficient supervision to ensure that the quality of workmanship meets the requirements of the Contract.
- (d) The Vendor shall ensure that the Vendor Personnel assigned to perform the Work shall:
  - (i) act in a proper and professional manner in accordance with the standards generally used recognized by the industry; and
  - (ii) comply with all applicable Metrolinx policies and procedures, provided that the Vendor has been made aware of same.
- (e) Metrolinx may, for reasonable cause, direct the Vendor to remove and replace any Vendor Personnel of the Vendor or any Subvendor employed by the Vendor. Furthermore, the supervisor employed by the Vendor shall be satisfactory to Metrolinx and if not shall be replaced at the request of Metrolinx.

#### **2.5 Third Party Work**

- (a) The Vendor shall reasonably cooperate with Metrolinx and any Third Party and shall co-ordinate the Work with any and all Third Party Work. Without limiting the generality of the foregoing, the Vendor shall not alter, unreasonably interfere with or make it difficult to access any Third Party Work, except with the express written consent of Metrolinx.
- (b) The Vendor shall make best efforts to coordinate with Metrolinx and all applicable Third Parties in order to minimize:
  - (i) any delays to or interference with any Third Party Work within the rail corridors;
  - (ii) costs resulting from any delays to or interference with Third Party Work; and
  - (iii) impacts on the operations of, or use of the rail corridors by, Third Party Operators, including any delays to rail passenger or freight service on the rail corridors.
- (c) When and as directed by Metrolinx, the Vendor shall participate with Metrolinx employees and any applicable Third Parties in reviewing their

## **GENERAL CONDITIONS OF THE CONTRACT**

### **Preventative Maintenance and Emergent Services of HVAC Systems Various Metrolinx Locations PT-2017-CR-447**

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respective schedules and cause designated Vendor Personnel to attend such meetings with Third Parties as may be reasonably requested by Metrolinx from time to time.

- (d) In the event that the proper performance of any part of the Work depends upon Third Party Work, the Vendor shall promptly inspect such Third Party Work and provide written notice to Metrolinx of any delays or defects in such Third Party Work that render such Third Party Work unavailable or unsuitable for integration with the Work.
- (e) Claims, disputes and other matters in question between the Vendor and Third Parties shall be dealt with in accordance with Schedule D - Dispute Resolution, provided that the Third Party has reciprocal obligations. The Vendor and Metrolinx shall be deemed to have consented to arbitration of any dispute with any Third Party whose contract with Metrolinx contains a similar dispute resolution provision that includes an agreement to submit to binding arbitration, provided that Metrolinx, at its sole and absolute discretion, shall be entitled to refuse to include any dispute with a Third Party from this Contract.

#### **2.6 Non-Interference with Operations**

- (a) The Vendor understands and agrees that:
  - (i) Metrolinx and Third Party Operators are in the business of moving large volumes of passengers and cargo through rail corridors safely, expeditiously and according to a fixed timetable;
  - (ii) the success of the businesses of Metrolinx and Third Party Operators depends on meeting the above objectives on a daily basis;
  - (iii) Metrolinx has contractual and statutory obligations to ensure the safety of all persons on the rail corridors and the property and facilities adjacent thereto; and
  - (iv) Third Party Operators operating in and through the rail corridors and Third Party Vendors working in the rail corridors have similar restrictions and requirements.
- (b) Notwithstanding any other term or condition set out in this Contract, the safety and non-disruption of all Third Parties operating in the rail corridors is of paramount importance. Consequently, the Vendor acknowledges and agrees that the safety of all trains, passengers, operating and maintenance personnel, goods and other transported cargos, as well as the Vendor Personnel and the public in general will take precedence over all actions or

## **GENERAL CONDITIONS OF THE CONTRACT**

### **Preventative Maintenance and Emergent Services of HVAC Systems Various Metrolinx Locations PT-2017-CR-447**

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non-actions of the Vendor, whether mandated or not by any other terms and conditions of this Contract.

- (c) The Vendor shall not disrupt the movement of any rail traffic in or through the rail corridors of either Metrolinx or the Third Party Operators except where it has obtained the prior written consent of Metrolinx to such disruption (which consent may be withheld in the sole discretion of Metrolinx).

#### **2.7 Key Personnel**

- (a) All Key Personnel will possess the requisite Domain Expertise.
- (b) The Vendor shall not, for the duration specified in Schedule E - Vendor Personnel, require or request any Key Personnel to be involved in any other project on behalf of the Vendor or any Subvendor if, in the opinion of Metrolinx acting reasonably, such involvement would have a material adverse effect on the Work. The Vendor will not remove any Key Personnel from the provision of the Work, or materially reduce the responsibilities of any Key Personnel in relation to the provision of the Work except with the prior written consent of Metrolinx (which consent shall not be unreasonably withheld).
- (c) Notwithstanding Section 2.7(b) but subject to Section 2.7(d), if at any time the Vendor, for reasons beyond its reasonable control, is unable to provide the services of any Key Personnel, the Vendor shall provide a replacement person who possesses similar qualifications, experience and ability and possesses the requisite Domain Expertise; provided, however, that the Vendor shall first provide written notice to Metrolinx of the requirement to replace or substitute that person. For the purposes of this clause, only the following reasons will be considered beyond the reasonable control of the Vendor; death; sickness; maternity and parental leave; compassionate care leave; retirement; resignation; dismissal for cause; or termination of an agreement for default. The notice shall identify: the person being replaced; their role and responsibility in the performance of the Work; the reason why it is necessary to replace that person; and the replacement person's name, curriculum vitae in the form set out in Schedule E - Vendor Personnel and the replacement person's available start date. Metrolinx in its sole and absolute discretion may choose to interview the proposed replacement person in Toronto. The nominated replacement person must be acceptable to Metrolinx. If the replacement person is acceptable to Metrolinx, Metrolinx shall give the Vendor written permission to make the replacement or substitution. In the event the nominated person is not acceptable to Metrolinx, acting reasonably, Metrolinx shall inform the Vendor in writing why that person is not acceptable and the Vendor shall



## **GENERAL CONDITIONS OF THE CONTRACT**

### **Preventative Maintenance and Emergent Services of HVAC Systems Various Metrolinx Locations PT-2017-CR-447**

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nominate an alternate person pursuant to the process identified in this Section 2.7(c).

- (d) If Metrolinx determines in its sole discretion that it is in the best interests of Metrolinx that any Key Personnel be replaced, either permanently or temporarily, Metrolinx shall notify the Vendor, and, within thirty (30) days of receipt by the Vendor of such notice, the Vendor shall provide Metrolinx with relevant information on the proposed replacement, including the replacement person's name, rates, and curriculum vitae in the form set out in Schedule E - Vendor Personnel and the replacement person's available start date. Metrolinx in its sole and absolute discretion may choose to interview the proposed replacement person in Toronto. If the replacement person is acceptable to Metrolinx, Metrolinx shall give the Vendor written permission to make the replacement or substitution. In the event the nominated person is not acceptable to Metrolinx, acting reasonably, Metrolinx shall inform the Vendor in writing why that person is not acceptable and the Vendor shall nominate an alternate person pursuant to the process identified in this Section 2.7(d). The rates for the proposed replacement shall not exceed the approved Rate of the person being replaced.

#### **2.8 Vendor's Representative**

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

#### **2.9 Metrolinx Responsibilities**

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

#### **2.10 French Language Services**

- (a) Insofar as this Contract relates to the provision of services directly to the public on behalf of Metrolinx, the French Language Services Act shall be applicable to the performance of the Work. A service for the purposes of the French Language Services Act refers to any service or procedure provided

## **GENERAL CONDITIONS OF THE CONTRACT**

### **Preventative Maintenance and Emergent Services of HVAC Systems Various Metrolinx Locations PT-2017-CR-447**

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to the public. Services being provided in French must be equivalent to those offered in English, and must be available within the same timeframe and of the same quality.

- (b) The Vendor shall provide and perform the Work in a manner so as to comply with the requirements set out in the French Language Services Act.
- (c) Without limitation, services and communications which must be provided in French in French Designated Areas may include:
  - (i) Consultations/Public Meetings: Presentation materials, displays, comments cards/feedback mechanism or other materials. Vendor must have at least one bilingual staff or interpreter on hand able to answer questions and discuss technical drawings/documents in French. As applicable, the Vendor shall compile and analyze the views of Francophones separately, as they may have different concerns.
  - (ii) Signage: Construction contracts may from time to time involve erecting temporary signage to redirect or warn the public of hazards. Such signage shall be bilingual.
  - (iii) Communications: Communication plans, customer impact documents, information bulletins, notices of service disruption and public relations information.

#### **2.11 Vendor Work Performance Rating**

- (a) Metrolinx shall during the term of the Contract, maintain a record of the performance of the Vendor completing Work for Metrolinx. This information shall be used to complete a “Contract Performance Appraisal” report, a copy of which will be forwarded to the Vendor upon completion of the Work. Interim “Contractor Performance Appraisal” reports may be issued, as deemed appropriate by Metrolinx, at any time during the Term of the Contract. A copy of the Contract Performance Appraisal template can be found under “Attachments”.
- (b) The overall history of the Vendor in performing work for Metrolinx, including the Vendor’s performance pursuant to this Contract, will be considered in the evaluation of future submissions from the Vendor.
- (c) Metrolinx reserves the right in future procurements, during any procurement process, to reject any any submissions by the Vendor due to unsatisfactory performance history with Metrolinx.

## **GENERAL CONDITIONS OF THE CONTRACT**

### **Preventative Maintenance and Emergent Services of HVAC Systems Various Metrolinx Locations PT-2017-CR-447**

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- (d) Non-compliance with Contract requirements will be identified to the Vendor.
- (e) The information contained in the "Contract Performance Appraisal" may be provided to the Ministry of Transportation, other ministries and other government agencies. Such performance reviews may be relied upon to reject the Vendor's submission on any procurement processes.

### **3.0 Health and Safety**

#### **3.1 Occupational Health & Safety Act**

- (a) The Vendor shall comply with OHSA, and any obligations of the Vendor as an "employer" thereunder, and with all regulations made under the OHSA.
- (b) The Vendor shall report to Metrolinx any non-compliance by a Subvendor in the performance of the Work with the regulations under the OHSA if and when brought to the attention of the Vendor.
- (c) The Vendor acknowledges that lack of compliance with applicable provincial or municipal health and safety requirements will be and are intended to be documented and kept on file, and that such lack of compliance may cause:
  - (i) the Vendor's performance of the Work to be suspended; or
  - (ii) this Contract to be cancelled by Metrolinx.
- (d) The Vendor will be under an obligation to cease the Work, or any part thereof, if an authorized representative of Metrolinx so requires orally or in writing on the grounds that there has been any violation of the OHSA or any of the regulations under it, and thereafter the Work or affected part thereof shall not resume until any such violation has been rectified.
- (e) The Vendor shall be responsible for any delay caused by the Vendor in the progress of the Work as a result of any violation of provincial or municipal health and safety requirements by the Vendor, it being understood that such delay shall be not be a Force Majeure for the purposes of extending the time for performance of the Work or entitling the Vendor to additional compensation, and the Vendor shall take all necessary steps to avoid delay in the final completion of the Work without additional cost to Metrolinx, which shall not be responsible for any additional expense or liability resulting from any such delay.

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- (f) Nothing in this Section 3.1 shall be taken as making Metrolinx the "employer" (as described in Section 3.1(a) of any workers employed or engaged by the Vendor for the Work, either instead of or jointly with the Vendor.

#### **3.2 Safety Requirements**

- (a) The Vendor shall comply with the "Safety Requirements" and "Environmental Protection" (if applicable) sections of the of Scope of Work. Safety of Persons at or near a Place of Work and the public is of paramount concern to Metrolinx. In the performance of the Work, the Vendor shall not in any manner endanger the safety of, or unlawfully interfere with, Persons on or off the Place of Work, including the public.
- (b) The Vendor specifically covenants and agrees that:
  - (i) it shall comply with best industry practice in Ontario respecting health and safety in a manner that recognizes and minimizes the risk to workers, other individuals, property and the operations of Metrolinx and any railways, to the extent that such practices are not inconsistent with an express instruction set out in this Contract or provided by Metrolinx;
  - (ii) it shall comply, and shall ensure that all Vendor Personnel comply, in all regards with the requirements of OHSA and/or the Canadian Labour Code, Part II, as applicable;
  - (iii) it shall comply, and shall ensure that all Vendor Personnel comply, in all regards with the safety requirements set out in the Contract Documents;
  - (iv) it shall maintain, strictly enforce and comply, and ensure that all Vendor Personnel comply, in all regards with the Vendor's own health and safety program, to the extent not inconsistent with this Contract and Metrolinx' health and safety program;
  - (v) it shall comply, and shall ensure that all Vendor Personnel comply, with any and all safety-related directives or instructions issued by Metrolinx;
  - (vi) it shall take all steps reasonable in the circumstances to ensure the health and safety of all workers for which it has responsibility under OHSA; and

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- (vii) it shall make available, at Metrolinx' request, such policies and procedures relating to its occupational health and safety matters as Metrolinx may from time to time request, and hereby covenants that all Vendor Personnel have been properly trained and are knowledgeable with respect to these policies and procedures.

#### **3.3 Railway Safety**

- (a) If applicable, the Vendor shall comply with "Railway Safety Requirements" of Scope of Work and acknowledges and agrees that:
  - (i) access to the rail corridors by the Vendor and any Vendor Personnel, shall at all times be subject to the direction of Metrolinx and/or a third party designated by Metrolinx as to rail safety matters and any applicable railway operating rules; and
  - (ii) any and all questions, matters or disputes which may arise affecting the safety of railway operations or the maintenance of the railways shall be referred to Metrolinx which shall in its discretion decide all such questions, matters and disputes.
- (b) The Vendor shall perform the Work, and shall ensure that all Vendor Personnel perform the Work, in accordance with the Canadian Rail Operating Rules from time to time approved by the Minister of Transport under the authority of the Railway Safety Act (Canada), the Standards, and all other applicable Transport Canada guidelines, railway standards, and practices.
- (c) In the event that the Work is the subject of an audit or inspection by any Governmental Authority, the Vendor shall at its own expense:
  - (i) provide notice of such audit or inspection to Metrolinx;
  - (ii) make available or cause to be made available such reasonable information and material as may be required and shall otherwise reasonably cooperate with Transport Canada officials;
  - (iii) provide Metrolinx with a copy of any audit or inspection report or other results or recommendations issued by Transport Canada, as soon as practicable but in any event within five (5) Business Days of receipt thereof by the Vendor; and
  - (iv) take all steps necessary to rectify, in consultation with and as directed by Metrolinx, any issues identified by Transport Canada.

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#### **3.4 Workers' Rights**

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

#### **4.0 Financial Terms**

##### **4.1 Financial Terms**

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

#### **5.0 Construction Lien Act**

##### **5.1 Not Applicable.**

#### **6.0 Right of Ownership and Use**

##### **6.1 General**

- (a) The Vendor shall be responsible for procuring for Metrolinx the right to use all Vendor Intellectual Property required in connection with the Work.
- (b) In the event that any third party Intellectual Property (other than the Metrolinx Intellectual Property) is required in connection with the Work, the Vendor shall, at its own cost, be responsible for entering into and fully
- (c) maintaining, during the Term, all related and applicable license, and maintenance and support agreements for such third party Intellectual Property.
- (d) If during the Term, third party Intellectual Property (other than Metrolinx Intellectual Property) used in connection with the Work ceases to be commercially available, then the Vendor shall:
  - (i) promptly provide Metrolinx with notice of such event; and
  - (ii) promptly replace such third party Intellectual Property with an alternative product.

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- (e) Any increased costs resulting from the foregoing shall be addressed pursuant to the change management process described in Article 8; provided that, in the event such Intellectual Property ceases to be available as a result of any act or omission of the Vendor, the Vendor shall be responsible for all costs associated therewith.

#### **6.2 Ownership of Metrolinx Intellectual Property**

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

#### **6.3 Ownership of Vendor Intellectual Property**

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

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- (b) If the Vendor integrates with or embeds in any Deliverables any Intellectual Property provided by a third party vendor, Subvendor, independent vendor, Subvendor or other Person, the Vendor shall obtain for Metrolinx the same license rights for Metrolinx has set forth in Section 6.3(a).

#### **6.4 Ownership of Custom Intellectual Property**

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

#### **6.5 Employee and Subvendor Contracts**

- (a) The Vendor shall obtain from each of the Contract Personnel an assignment of rights to the Custom Intellectual Property and a waiver of any moral rights (and any similar rights to the extent that such rights exist and may be waived in each and any jurisdiction throughout the world) in and to the Custom Intellectual Property, for the benefit of Metrolinx and its respective successors, assigns, licensees and vendors, prior to the performance of any Work by each such individual. The Vendor shall provide copies of such documentation to Metrolinx upon request.

#### **6.6 Title and Risk of Loss**

- (a) Risk of loss of or damage to the goods shall remain with the Vendor, and shall pass to Metrolinx upon acceptance of the goods at the designated Place of Work.
- (b) The Vendor shall be liable for all costs up to the full replacement value of any good(s) prior to passage of title of the goods to Metrolinx. Any goods, which prior to acceptance by Metrolinx shall become damaged from any cause whatsoever, shall be made good at the expense of the Vendor, except that, in the event that and to the extent that negligence on the part of Metrolinx or its employees or representatives causes the above-mentioned damage, Metrolinx shall accept responsibility and reimburse the Vendor for



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the price of necessary repairs. In either event the time for delivery shall be adjusted accordingly.

- (c) Risk of loss of or damage to spare parts, capital spares, diagnostic tools and other deliverables covered by the Contract shall remain with the Vendor until, and shall pass to Metrolinx upon, delivery and acceptance of the good by Metrolinx at the designated Place of Work.
- (d) The Vendor shall be liable for all costs up to the full replacement value of any spare parts, capital spares, diagnostic tools and other deliverables covered by this Contract prior to acceptance by Metrolinx.
- (e) Upon any payment being made to the Vendor for or on account of materials, parts, Work-in-process, or finished Work, either by way of progress payments or accountable advances or otherwise, title in and to all materials, parts, Work-in-process and finished Work so paid for by such progress payments or accountable advances or otherwise shall vest and remain in Metrolinx unless already so vested under any provision of the Contract and the Vendor shall be responsible therefor in accordance with the provisions of Section 6.6 herein, it being understood and agreed that such vesting of title in Metrolinx shall not constitute acceptance by Metrolinx of such materials, parts, work-in-progress and finished work and shall not relieve the Vendor of its obligations to perform the Work in conformity with the requirements of the Contract.
- (f) The Vendor shall take reasonable and proper care of all property, title to which is vested in Metrolinx, while the same is in, on or about the plant and premises of the Vendor or otherwise in his possession or subject to his control and shall be responsible for any loss or damage resulting from his failure to do so other than loss or damage caused by ordinary wear and tear.

## **7.0 Insurance**

### **7.1 Insurance Requirements**

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

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#### **8.0 Changes and Task Assignment Process**

##### **8.1 Changes Requested by Metrolinx**

- (a) Metrolinx may, in writing, request changes or alterations to the Work, or request additional services from the Vendor (any of the foregoing, "Changes"). Subject to this Article 8, the Vendor shall comply with and implement all reasonable Metrolinx Change requests, and the performance of such requests shall be in accordance with this Contract.

##### **8.2 Changes Recommended by the Vendor**

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

##### **8.3 Change Management Process**

- (a) Where a Change request is initiated by Metrolinx pursuant to Section 8.1, Metrolinx shall set out, in the Change request:
  - (i) the proposed prices for the contemplated changes;
  - (ii) the timing requirements for the implementation of the Change; and
  - (iii) any other information which may reasonably be required.
- (b) The Vendor shall respond to Metrolinx' Change request in writing within ten (10) Business Days.
- (c) Where a Change is initiated by the Vendor pursuant to Section 8.2, the Vendor shall set out in the Change request, conforming to Section 8.3(a):
  - (i) a description of the proposed Change;
  - (ii) the estimated cost of the proposed Change;
  - (iii) any proposals, designs or other details or information which may be reasonably required; and
  - (iv) the reasons for the proposed Change, including the benefits of the proposed Change and any consequences of not proceeding with the Change.

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- (d) No Changes shall be implemented and no Change request shall become effective until an amendment or change order documenting the Change has been executed by both Parties, and such executed instrument shall be the final determination of any adjustments to the Contract price, the Project Schedule, or the terms and conditions of the Contract, as applicable, with respect to the Change set out therein.
- (e) Where Metrolinx and the Vendor cannot agree as to whether or not a particular notice, direction, requirement, request, correspondence, or other fact, event, or circumstance comprises, requires, or results in a change to the scope of the Work, then either Party may refer the issue to dispute resolution in accordance with Article 16.

#### **8.4 Task Assignment Process**

- (a) The Vendor shall be responsible for facilitating the Task Assignment Process described in this Section, including the time required to review scope of work and schedule prior to submitting a Quotation to Metrolinx, pursuant to Sections 8.0 and 9.0 of Schedule B - Financial Terms.
- (b) The Task Assignment Process shall be administered and authorized as follows (the "Task Assignment Process"):
  - (i) The Metrolinx Representative shall submit to the Vendor a request for a quotation related to a specific Task Assignment (the "Task Assignment Process");
  - (ii) Upon receipt of such request from Metrolinx, the Vendor shall, in respect of the identified Task Assignment, provide to Metrolinx in the form of a Quotation, as per Section 9.0 of Schedule B – Financial Terms.
- (c) As and if required, the Parties shall meet to review the requirements for the Task Assignment.
- (d) Subsequent to the review meeting, and based on the results of the review meeting, the Vendor shall make its own determination of the Vendor's work effort and fee cost to provide the Vendor's scope of services for the task.
- (e) No amounts shall be payable in respect of any Task Assignment unless and until Metrolinx has approved such expenditure in writing, which shall be subject to Schedule B - Financial Terms.

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- (f) Upon the approval by Metrolinx of any Quotation, the Vendor shall be responsible for the completion of the Work related to the Task Assignment thereof in accordance with the terms and conditions set out in this Contract.

#### **8.5 Performance of Changes**

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

### **9.0 Additional Resources**

#### **9.1 Additional Resources**

- (a) In addition to, or in connection with, a request for additional or altered services pursuant to Article 8, at any time during the Term, Metrolinx shall have the right in its discretion to require the Vendor to increase the number of Vendor Personnel upon twenty (20) days' notice.
- (b) Unless otherwise agreed to in writing by Metrolinx, such additional Vendor Personnel shall be available to report for work at any Place of Work designated by Metrolinx within twenty (20) days of receipt of a written request from Metrolinx pursuant to Section 9.1(a).
- (c) The hourly rate payable in respect of additional Vendor Personnel, if applicable, shall be as set out in the Articles of Agreement.

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

#### **10.1 Confidential Information**

- (a) The Vendor shall keep all Confidential Information confidential. Without limiting the generality of the foregoing, the Vendor shall:
  - (i) not disclose, reveal, publish, or disseminate any Confidential Information to anyone, except as permitted pursuant to this Contract;

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- (ii) shall use Confidential Information only in connection with this Contract and the performance of the Work;
- (iii) shall take all reasonable steps required to prevent any unauthorized reproduction, use, disclosure, publication, or dissemination of the Confidential Information; and
- (iv) shall immediately notify Metrolinx in the event that it becomes aware of any unauthorized disclosure of Confidential Information.

#### **10.2 Permitted Disclosure**

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

#### **10.3 Exceptions**

- (a) The obligations of confidentiality set out in Section 10.1 shall not apply to Confidential Information which:
  - (i) becomes generally available to the public through no fault of the Vendor;
  - (ii) prior to receipt from Metrolinx, was known to the Vendor on a non-confidential basis and is not subject to another obligation of secrecy and non-use, as documented by written records possessed by the Vendor;
  - (iii) was independently developed by the Vendor prior to receipt from Metrolinx, as documented by written records possessed by the Vendor; or
  - (iv) becomes available to the Vendor on a non-confidential basis from a source other than Metrolinx that is not under other obligations of confidence.
- (b) If the Vendor becomes compelled to disclose any Confidential Information pursuant to Applicable Law, the Vendor shall provide Metrolinx with prompt written notice of any such requirement and shall cooperate with Metrolinx in seeking to obtain any protective order or other arrangement pursuant to which the confidentiality of the relevant Confidential

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Information is preserved. If such an order or arrangement is not obtained, the Vendor shall disclose only that portion of the Confidential Information as is required pursuant to Applicable Law. Any such required disclosure shall not, in and of itself, change the status of the disclosed information as Confidential Information under the terms of this Article 10.

- (c) Without limiting the generality of Section 10.3(a) and notwithstanding Section 10.3(b), the Parties acknowledge and agree that the treatment and disclosure of Confidential Information shall in all cases be subject to the requirements of FIPPA and the Construction Lien Act.

#### **10.4 Security Measures**

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

#### **10.5 Intellectual Property Rights**

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

#### **10.6 Return or Destruction of Confidential Information**

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

#### **10.7 FIPPA and Personal Information**

- (a) Metrolinx and the Vendor acknowledge and agree the collection, use, retention and disclosure of Personal Information is governed by FIPPA. Metrolinx acknowledges that the Vendor may also be subject to the requirements of PIPEDA. In the event of a conflict between the requirements of FIPPA and the requirements of PIPEDA or any other legislation governing the treatment of Personal Information, the more onerous provision shall apply.
- (b) The Vendor shall ensure that all collection, access, use, retention and disclosure of Personal Information under this Contract, whether through the performance of the Work or otherwise, complies with Applicable Laws including FIPPA, PIPEDA, Standards, and applicable requirements to collect, record and retain relevant consents pertaining to the collection,

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access, use, retention and disclosure of Personal Information in respect of the Work.

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

#### 10.8 FIPPA and Freedom of Information



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

#### **10.9 Access**

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

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

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

#### **10.10 Audit Rights**

- (a) During the Term and for a period of seven (7) years thereafter, the Vendor shall, at its cost and expense, retain and maintain, in an organized, accurate and accessible mode and manner, all financial and other books, records and documentation relating or pertaining to the Contract and the performance of the Work, including (i) original invoices and accounts, along with related records showing costs and expenses incurred, including but not limited to the cost to the Vendor of the Work and of all expenditures or commitments made by the Vendor in connection therewith; (ii) correspondence, e-mails, tenders, minutes of meetings, notes, reports, timesheets, memoranda and other documents associated with the Contract; (iii) records relating to any service level agreements and key performance indicators included in the Contract, and (iv) records related to matters of security and privacy (collectively, the "Contract Records").
- (b) The Contract Records shall be retained and maintained in accordance with all generally acceptable accounting principles and Applicable Laws and Industry Standards, or as otherwise may be required to substantiate compliance with this Contract and/or any payment to be made to the Vendor under this Contract.

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- (c) During the Term and for a period of seven (7) years thereafter, Metrolinx or any third party acting on behalf of Metrolinx, shall have the right, upon no less than twenty-four (24) hours' notice in writing to the Vendor and during normal office hours, to inspect and audit, and to have access to, all Contract Records whether maintained by the Vendor or a Vendor Personnel, reasonably required to confirm the Vendor's compliance with the terms of this Contract and Applicable Laws, and to make copies thereof. The Vendor shall make available or cause to be made available the Corporate Records that are requested by Metrolinx or that may be required given the scope of the audit (provided such scope is disclosed to the Vendor), and shall otherwise reasonably cooperate with Metrolinx and any third party acting on Metrolinx's behalf, including by providing reasonable access to all of the Vendor's premises and to the Vendor's employees. Where access is needed to a Vendor Personnel's employees or to Contract Records that are maintained by a Vendor Personnel, the Vendor shall use reasonable efforts to arrange for such access on a timely basis. Without limiting the generality of the foregoing, the rights set out in this Section 10.10 shall extend to any Governmental Authority exercising its right to audit pursuant to Applicable Law or any contract with Metrolinx.
- (d) The Vendor shall maintain a competent and independent audit function to assess the internal controls over its environment and its compliance with Applicable Laws and Industry Standards. The Vendor shall provide Metrolinx, upon request, the results of all internal controls and security audits performed by the Vendor's auditors.
- (e) The Vendor shall upon advance written request, provided by e-mail or otherwise, provide Metrolinx with reasonable access to all premises that may reasonably be required to enable Metrolinx and/or Metrolinx's agents to monitor the progress of the Work. Any such monitoring or verifications shall be without prejudice to any other rights of Metrolinx under this Contract and shall not relieve the Vendor from any of its obligations under this Contract nor shall such verification be used by the Vendor as evidence of effective control of quality.
- (f) The Vendor and Metrolinx shall meet to review each audit report promptly after the issuance thereof and to mutually agree upon the appropriate manner, if any, in which to respond to the changes suggested or issued identified by the audit report. Without limiting any remedies which may be available to Metrolinx, the Vendor shall promptly remedy any violations of this Contract of which it becomes aware, pursuant to any audit or otherwise.

#### **10.11 Vendor Compliance**

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- (a) The Vendor shall advise all of its Vendor Personnel, all of its Subvendors, and all of its Subvendor's Vendor Personnel of the requirements of this Article 10, and associated requirements set out elsewhere in this Contract, and take appropriate action to ensure compliance by such persons with the terms of this Article 10. In addition to any other liabilities of the Vendor pursuant to this Contract or otherwise at law or in equity, the Vendor shall be liable for all claims arising from any non-compliance with this Article 10 by the Vendor, any of its Vendor Personnel, any Subvendor and of its Subvendor's Vendor Personnel.
- (b) The Vendor warrants that each of its Vendor Personnel, each of its Subvendors and each of its Subvendor's Vendor Personnel engaged by the Vendor to provide the services pursuant to this Contract is under a written obligation to the Vendor requiring such person to comply with the terms of this Article 10.

#### **10.12 Publicity**

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

#### **10.13 Damages**

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

### **11.0 Representations, Warranties and Covenants**

#### **11.1 Representations, Warranties and Covenants of the Vendor**

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

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authority and capacity to enter into this Contract and to perform its obligations hereunder;

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

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

#### **11.2 Continuing Effect of Representations, Warranties and Covenants**

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

## **12.0 Indemnity**

### **12.1 Indemnification**

- (a) The Vendor shall at all times indemnify and save harmless Metrolinx, its officers, directors, employees, members, agents, representatives, successors and assigns (hereinafter the "Indemnified Parties"), from and against any and all Losses resulting from:

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- (i) any breach, violation or non-performance by or on behalf of the Vendor of any covenant, obligation or agreement of the Vendor contained in this Contract, including any warranty;
- (ii) any negligent acts, errors or omissions or wilful misconduct by or on behalf of the Vendor relating to the Work to be provided under this Contract;
- (iii) any acts performed by or on behalf of the Vendor beyond the authority of the Vendor hereby conferred;
- (iv) any inaccuracy in or breach of any of the representations or warranties of the Vendor contained in this Contract;
- (v) any preserved or perfected lien under the Construction Lien Act filed or made on account of the Work performed hereunder, provided that the liens herein referenced are not the direct result of the default in payment by Metrolinx to the Vendor of amounts properly due under this Contract. The Vendor shall cause any such lien or claim which may be filed or made to be released, vacated or otherwise discharged within five (5) days of obtaining notice of the lien or claim or from receipt by the Vendor of written notice from Metrolinx. If the Vendor fails to release, vacate or discharge any such lien or claim, then Metrolinx may, but without obligation to do so, discharge or release the lien or claim or otherwise deal with the lien or claim, and the Vendor shall pay any and all reasonable costs and expenses, including but not limited to reasonable legal fees incurred by Metrolinx in so releasing, discharging, or otherwise dealing with such lien or claim;
- (vi) any breach of the terms and conditions set out in Article 3 or arising as a result of any illness, injury or death of any employee of the Vendor or any Subvendor, including:
  - (A) any resulting expenses incurred by Metrolinx as a result of stoppage of the Work on account of failure by the Vendor to meet its obligations under and/or with respect to the OHSA; and
  - (B) any resulting fine(s) levied against Metrolinx as a result of any breach of the responsibilities of the employer for the work, to the extent attributable to the Vendor's failure to fulfil its obligations as described in Section 3.1; and/or
- (vii) any infringement or alleged infringement of any patent, trade secret, service mark, trade name, copyright, official mark, moral right, trade-mark, industrial design or other proprietary rights conferred by

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contract, common law, statute or otherwise in respect to the Work or any matter provided to Metrolinx or performed by the Vendor, or anyone else for whom at law the Vendor is responsible provided, however, the Vendor shall not be required to indemnify the Indemnified Parties pursuant to this subsection if (i) the infringement or alleged infringement was caused by the modification of a deliverable or work product prepared pursuant to this Contract by any person other than the Vendor or a Vendor Personnel, (ii) the deliverable or work product was based upon designs provided by Metrolinx, or (iii) the Work relating to the infringement or alleged infringement were used in a manner not permitted by the Contract.

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

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



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provided for under any insurance provided by the Vendor to or for the benefit of Metrolinx.

#### **13.0 Limitation of Liability**

##### **13.1 General Intent**

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

##### **13.2 Limitations on Liability**

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

#### **14.0 Termination**

##### **14.1 Termination for Cause by Metrolinx**

- (a) Metrolinx may, by ten (10) days' written notice to the Vendor, suspend or terminate the whole or any part of the provision of the Work or this Contract for cause in the event that the Vendor is in breach of any of its obligations under this Contract, and it fails to cure such breach (which breach must be curable) within thirty (30) days of being notified thereof, and thereupon:

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- (i) Metrolinx may appoint officials of Metrolinx or any other person or persons in the place and stead of the Vendor to perform the Work or any portion thereof; and
- (ii) the Vendor shall immediately discontinue the Work on the date and to the extent specified in the notice and place no further orders for materials or services for the terminated portion of the Work.
- (b) nothing contained herein shall limit the rights of Metrolinx to recover damages from the Vendor arising from the failure of the Vendor to perform the Work satisfactorily in accordance with the terms of this Contract.

#### **14.2 Termination for Convenience by Metrolinx**

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

### **15.0 Force Majeure**

#### **15.1 Force Majeure**

- (a) Neither Party shall be liable for Losses caused by a delay or failure to perform its obligations under this Contract where such delay or failure is caused by an event beyond its reasonable control (a "Force Majeure Event"). The Parties agree that an event shall not be considered beyond one's reasonable control if a reasonable business person applying due diligence in the same or similar circumstances under the same or similar obligations as the provisions of this Contract would have put in place contingency plans to either materially mitigate or negate the effects of such event.
- (b) Without limiting the generality of the foregoing, the Parties agree that Force Majeure Events may include acts of God, natural disasters, acts of war, war-like operations, civil war, acts of foreign enemy, plagues, epidemics, insurrection and terrorism (provided that the conditions of Section 15.1(a) are met) but shall in no event include:
  - (i) shortages or delays relating to supplies or services; or

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(ii) on the part of the Vendor, lack of financing or inability to perform because of the financial condition of the Vendor.

(c) A failure by Metrolinx to furnish instructions is not a Force Majeure Event until fourteen (14) days after a demand for such instructions has been made in writing by the Vendor and not then unless such claim is reasonable and justified to Metrolinx.

#### **15.2 Process**

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

(i) that Party shall immediately notify the other Party of the delay or non-performance, the reason for such delay or non-performance and the anticipated period thereof; and

(ii) the Party giving the notice shall thereupon be excused the performance or punctual performance, as the case may be, of such obligation for the period of time directly attributable to such Force Majeure Event.

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

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

#### **15.3 Metrolinx Rights**

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

### **16.0 Dispute Resolution**

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

### **17.0 Set Off**

17.1 Metrolinx shall have the right to satisfy any amount from time to time owing by it to the Vendor under the Contract by way of a set-off against any amount from time to time owing by the Vendor to Metrolinx under the Contract, including but

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not limited to any amount owing to Metrolinx pursuant to the Vendor's indemnification of Metrolinx in this Contract.

#### **18.0 General**

##### **18.1 Entire Agreement**

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

##### **18.2 Governing Law and Jurisdiction**

- (a) This Contract shall be governed by and interpreted in accordance with the laws of the Province of Ontario and the federal laws applicable therein, without regard to principles of conflicts of law that would impose the law of another jurisdiction. The Parties hereby irrevocably and unconditionally attorn and submit to the non-exclusive jurisdiction of the courts of the Province of Ontario and all courts competent to hear appeals therefrom.

##### **18.3 Survival**

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

##### **18.4 Enurement**

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

##### **18.5 Assignment**

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

##### **18.6 Independent Parties**

- (a) This Contract does not create and is not intended to create an agency or employment relationship, partnership, joint venture or other similar association between the Parties. The relationship between the Parties is to be considered at all times as that of a purchaser and an independent contractor. Neither Party shall have the right to bind the other to any

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agreement with any third party or to incur any obligation or liability on behalf of the other Party. Except as expressly provided for in this Contract, neither Party shall represent, directly or indirectly by conduct, to any third party that it is an agent, employee, partner or joint venturer of the other.

- (b) The Vendor Personnel and all other personnel providing the Work are solely the employees of the Vendor and applicable Subvendors (and not Metrolinx') for all purposes under this Contract, including for all purposes under any Applicable Laws. Accordingly, none of the foregoing personnel is entitled to any benefits respecting any pension or other benefit plan, program or policy of Metrolinx.

#### **18.7 Third Party Beneficiaries**

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

#### **18.8 Joint and Several Liability**

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

#### **18.9 Notice**

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

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#### **18.10 Amendments**

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

#### **18.11 No Waiver**

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

#### **18.12 Severability**

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

#### **18.13 Further Assurances**

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

#### **18.14 Conflict of Interest Acknowledgement and Agreement**

- (a) For the purposes of this Contract, a "Conflict of Interest" includes any situation or circumstances where, in relation to the performance of its contractual obligations in this Contract, the Vendor's other commitments, relationships or financial interests:
  - (i) could or could be seen to exercise an improper influence over the objective, unbiased and impartial exercise of its independent judgment; or

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- (ii) could or could be seen to compromise, impair or be incompatible with the effective performance of its contractual obligations.
- (b) The Vendor acknowledges that participation (directly or indirectly) in any procurement process arising from or related to this Contract (the "Prohibited Procurements") would constitute a Conflict of Interest with this Contract, and the Vendor agrees that it shall not, and shall take reasonable steps (including obtaining covenants substantially similar to those set out in this section) to ensure that its Subvendors do not participate in or be involved with such Prohibited Procurements either directly or indirectly, including as a bidder or as a subvendor, contractor or advisor to any bidder.
- (c) The Vendor shall:
  - (i) avoid all Conflict of Interest in the performance of its contractual obligations;
  - (ii) disclose to Metrolinx without delay any actual or potential Conflict of Interest that arises during the performance of its contractual obligations; and
  - (iii) comply with any requirements prescribed by Metrolinx to resolve any Conflict of Interest.
- (d) In addition to all other contractual rights or rights available at law or in equity, Metrolinx shall have the right to immediately terminate this Contract, by giving notice in writing to the Vendor, where:
  - (i) the Vendor fails to disclose an actual or potential Conflict of Interest;
  - (ii) the Vendor fails to comply with any requirements prescribed by Metrolinx to resolve a Conflict of Interest; or
  - (iii) the Vendor's Conflict of Interest cannot be resolved.
- (e) This section shall survive any termination or expiry of this Contract.

#### **18.15 Counterparts**

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

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#### **19.0 Warranty**

##### **19.1 General**

- (a) The Vendor represents, warrants and covenants:
  - (i) That all workmanship shall be in compliance with the requirements of the Contract; and
  - (ii) That all goods shall be in compliance with the requirements of the Contract and be free from defects in design, material, workmanship, manufacture, fabrication, packaging, shipment and delivery.
- (b) The express warranties contained herein are in addition to all other warranties and conditions, express or implied, including all legal and statutory warranties, all warranties arising at law, warranties of merchantability and fitness for a particular purpose, and warranties of the Vendor.
- (c) The warranty period, per Task Assignment, shall commence on the date of substantial performance of the Work.

##### **19.2 Warranty Conditions**

- (a) If, within twenty-four (24) months, the Work supplied by the Vendor or any part thereof, as it relates to each Task Assignment, becomes defective or fails due to any default by the Vendor in fulfilling the requirements of the Contract including, without limitation, improper, faulty or defective design, materials, workmanship, manufacture, fabrication, packaging, shipment or delivery, then the Vendor, upon notification in writing from Metrolinx, shall forthwith repair or remedy every such defect or failure, or replace the goods, without cost (including without limitation transportation cost) to Metrolinx.
- (b) All labour cost incurred by Metrolinx in respect of the repair or remedy of defects or failures, and of the replacement of goods during the warranty period, shall be reimbursed to Metrolinx by the Vendor in accordance with the agreed to hourly rates to be negotiated.
- (c) Metrolinx shall provide the Vendor with reasonable access to the Place of Work for the purpose of performing warranty work when practical.
- (d) The Vendor shall prepare and furnish data and reports pertaining to any repairs, replacements and remedies pursuant to the Warranty, including, but



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not limited to, revisions and updating of contract drawings, data and contract deliverables.

- (e) In the event the Vendor fails to fulfil any obligation stipulated in this Warranty, Metrolinx shall have the right to repair, remedy or replace the goods at the Vendor's expense.
- (f) The Vendor shall cause those warranties that are provided by Subvendors and suppliers that extend beyond the Vendor's warranty period, be assigned to Metrolinx. Should there be any claim under the said warranties after the expiration of the Vendor's warranty period, such claim shall be made and processed directly by Metrolinx with the relevant Subvendors or suppliers. Subvendors' and suppliers' warranties shall also pass to Metrolinx in the event that the Vendor is unable to complete its obligations under the Contract. In any event, the Vendor shall make provision in all subcontracts and purchase orders for all warranties to be directly assigned to Metrolinx.
- (g) Any product that does not meet the Contract Scope of Work, notwithstanding tests, inspection or acceptance at any time or location, are found to contain deficiencies, will be subject to rejection and shall be returned to the Vendor. The Vendor shall be entitled to a joint inspection of the defective component at the premises of Metrolinx. The Vendor shall assume the expenses of handling and transportation in both directions.

#### **19.3 Intellectual Property**

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

#### **20.0 Custom Duties and Import Charges**

- 20.1 The Vendor shall be responsible for all costs, including administrative costs, relating to delivery of the goods and shall acquire and pay for all necessary permits and licences required for the importation and delivery of goods to the Place of Work.
- 20.2 The Vendor shall be responsible for freight, insurance, importation taxes and duties, custom broker and/or clearance fees and container packing (direct labour and packing material) costs for delivery of goods, components, diagnostic tools, equipment and spare parts and shall pay for such costs. The Vendor shall use commercially reasonable efforts to minimize freight, duty and other delivery costs reimbursed to the Vendor by Metrolinx and incurred under the Contract during the Term. The Vendor shall provide to Metrolinx on a semi-annual basis during

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the Term of the Contract evidence of the costs in this Section 20.2 incurred under the Contract and any actions taken to minimize these costs. Reductions in freight, insurance, importation taxes and duties, custom broker and/or clearance fees and container packing (direct labour and packing material) costs shall inure to the benefit of Metrolinx.

#### **20.3 Customs Clearance Services**

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

**END OF SECTION**

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**1.0 In this Contract Document,**

- 1.1 "Acceptance" or "Acceptable" or "Accepted" means the act of formal notification by Metrolinx of no further objections regarding content, construction or compliance.
- 1.2 "Applicable Laws" means all applicable laws, statutes, regulations, orders, by-laws, treaties, judgements, decrees and ordinances applicable from time to time and, whether or not having the force of law, all applicable Approvals, Standards, codes, requirements, requests, directives, rules, guidelines, instructions, circulars, manuals, and policies of any Governmental Authority having or purporting to have jurisdiction or authority over a Party, property, transaction or event, including laws relating to workplace safety and insurance, occupational health and safety and employment standards.
- 1.3 "Approvals" means any permits, licences, consents, approvals, clearances, orders, ordinances, registrations, filings or other authorizations respecting the work undertaken as part of the Work as may be required from any applicable Governmental Authority or otherwise by the Vendor's contract documents.
- 1.4 "Arbitration Act" means the Arbitration Act, 1991, S.O. 1991, Chapter 17.
- 1.5 "Business Day" means any day other than: (a) a Saturday or Sunday and (b) any other day on which Metrolinx is not open for business. Each Business Day will end at 4:00 p.m. on that day.
- 1.6 "Cash Allowance", if applicable, means a sum included in the Total Contract Price by Metrolinx as a predetermined allowance to cover the items identified in "Tender Document Form: Contract Prices" which shall form part of the Articles of Agreement.
- 1.7 "Changes" has the meaning ascribed to it in Section 8.1 of General Conditions of the Contract.
- 1.8 "Construction Lien Act", if applicable, means the Construction Lien Act, R.S.O. 1990, Chapter C.30.
- 1.9 "Confidential Information" means all information of a confidential nature (as determined with reference to its treatment by Metrolinx) which is provided, disclosed or made available (orally, electronically or in writing or by any other media) by Metrolinx (or its representatives) to the Vendor (including to employees, vendors, contractors or other representatives thereof) and includes any copies or reproductions thereof. For greater certainty, all Personal Information, Contract Records, construction documents, personal information, and anything

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else specifically marked or identified by Metrolinx as confidential or proprietary are deemed to be "Confidential Information" for the purposes of this Contract.

- 1.10 "Conflict of Interest" has the meaning ascribed to it in Section 18.14 of General Conditions of the Contract.
- 1.11 "Contract" means this contract between the Vendor and Metrolinx pursuant to Tender No. [.] including the Articles of Agreement, General Conditions of the Contract and the Schedules thereto and the Contract Documents.
- 1.12 "Contract Documents" means the Contract and those documents listed in "Scope of Work" and any written amendments thereto as agreed to by the Parties.
- 1.13 "Contract Performance Appraisal" has the meaning ascribed to it in Section 2.11(a) of General Conditions of the Contract.
- 1.14 "Contract Records" has the meaning ascribed to it in Section 10.8 of General Conditions of the Contract.
- 1.15 "Custom Intellectual Property" means any Intellectual Property created, developed or produced by the Vendor or any Vendor Personnel under this Contract specifically for use in connection with the performance of the Work, all documentation and media related thereto, and all Intellectual Property Rights therein.
- 1.16 "Deliverables" means the work product created by the Vendor and/or the Vendor Personnel in connection with or as a requirement of the Work, including all reports, drawings, plans, designs, processes, tools, standards, registers, logs, updates, files, databases, Software, and documentation.
- 1.17 "Dispute" means all disputes, controversies, or claims arising out of or relating to: (a) this Contract; (b) the alleged wrongful exercise or failure to exercise by a Party of a discretion or power given to that Party under this Contract; and/or (c) the interpretation, enforceability, performance, application, or administration, breach, termination, or validity of this Contract or any failure to agree where agreement between the Parties is called for.
- 1.18 "Dispute Notice" has the meaning given in Schedule D - Dispute Resolution of General Conditions.
- 1.19 "Domain Expertise" means the required level of depth and breadth of qualifications and experience in respect of the tasks to be performed in connection with the Work, gained through a practical application of the knowledge underlying the tasks in an environment substantially similar to that of the Work.

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- 1.20 "Drawings" describe the detailed technical requirements of the Work and form part of the Scope of Work.
- 1.21 "Effective Date" means the final date of execution of this Contract by both Parties.
- 1.22 "Encumbrance" means any mortgage, charge, pledge, hypothecation, Lien, security interest, hypothec, easement, right-of-way, right-of-first refusal, option, encroachment, building or use restriction, conditional sales agreement, personal property lease, licence, restrictive covenant, adverse claim, promissory right or other encumbrance of any nature however arising, or any other security agreement or arrangement creating in favour of any creditor a right in respect of any property that is prior to the right of any other creditor in respect of such property.
- 1.23 "Excise Tax Act" means the Excise Tax Act, R.S.C. 1985, Chapter E-15.
- 1.24 "FIPPA" means the Freedom of Information and Protection of Privacy Act, R.S.O. 1990, Chapter F.31.
- 1.25 "FIPPA Records" means all information, data, records and materials, however recorded, in the custody or control of Metrolinx, including Confidential Information, Personal Information and Contract Records. For the purposes of this definition, documents held by the Vendor in connection with this Contract are considered to be in the control of Metrolinx.
- 1.26 "French Designated Area" means an area designated as such in the Schedule to the French Language Services Act. A map and complete listing of French Designated Areas is available at <http://www.ofa.gov.on.ca/en/flsa-mapdesig.html>.
- 1.27 "French Language Services Act" means the French Language Services Act, R.S.O. 1990, Chapter F.32.
- 1.28 "Governmental Authority" means any domestic government, including any federal, provincial, territorial, municipal, regional or other local government, and any government established court, agency, tribunal, commission or other authority exercising or purporting to exercise executive, legislative, judicial, regulatory or administrative functions respecting government; provided, however, "Governmental Authority" does not include Metrolinx.
- 1.29 "Income Tax Act" means the Income Tax Act, R.S.C. 1985, Chapter 1 (5th Supp.).
- 1.30 "Indemnified Parties" has the meaning ascribed to it in Section 12.1 of General Conditions of the Contract.

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- 1.31 "Intellectual Property" means all intellectual and industrial property, including: (a) materials, images, reports, Software, applications, audio or video recordings, specifications, performance requirements, software development tools, technologies, content, data (including all information whether or not contained in or on any database or electronic information storage system or media owned by or in the custody or control of Metrolinx), technical information, interfaces, web portals, components, services, information, databases, and documentation; (b) patents, patent application rights, rights to file patents, inventions, trade-marks (whether registered or not), trade-mark applications, rights to file trade-marks, trade names, copyrights (whether registered or not), design registrations, trade secrets, confidential information, industrial and similar designs, rights to file for industrial and similar designs, processes, methodologies, techniques and know-how; and (c) all Intellectual Property Rights therein.
- 1.32 "Intellectual Property Rights" means any right to Intellectual Property recognized by law, including any Intellectual Property right protected by legislation or arising from protection of information as a trade secret or as confidential information.
- 1.33 "Joint Venture" is the business arrangement of two or more parties proposed as identified in the Submission.
- 1.34 "Key Personnel" means the people identified by name in Section 1.1(a) of Schedule E - Vendor Personnel.
- 1.35 "Key Responsibilities" means the main responsibilities and tasks to be performed by each category of Vendor Personnel, as identified in Schedule E: Vendor Personnel.
- 1.36 "Intentionally Omitted".
- 1.37 "List of Contents" shall mean the section of the Contract Document entitled "List of Contents".
- 1.38 "Losses" means claims, actions, suits, executions, and demands and all loss, liability, judgments, costs, charges, damages, liens and expenses of any nature whatsoever and howsoever caused.
- 1.39 "Metrolinx" means Metrolinx, a provincial crown agency continued under the Metrolinx Act, S.O. 2006, Chapter 16, and its successors and assigns.
- 1.40 "Metrolinx Intellectual Property" means: (a) all Intellectual Property that is proprietary to, or controlled or licensed by, Metrolinx and provided to the Vendor; (b) all Metrolinx Marks; (c) all procurement documents issued by Metrolinx; (d) all documentation or source materials (including source code) related to any of the

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foregoing; and (e) all copies, translations, improvements, modifications, enhancements, adaptations, or derivations made to the Metrolinx Intellectual Property by Metrolinx and/or any third party not performing work under this Contract.

- 1.41 "Metrolinx Marks" means any trademarks, service marks, trade names, logos or other commercial or product designations owned or licensed by Metrolinx, whether registered or not.
- 1.42 "Metrolinx Representative" or "Metrolinx's Representative" has the meaning ascribed to it in Section 2.9 of General Conditions of the Contract.
- 1.43 "OHSA" means the Occupational Health and Safety Act, R.S.O. 1990, Chapter O.1.
- 1.44 "Parties" means both of Metrolinx and the Vendor and a "Party" means either one of them.
- 1.45 "Person" means any individual, sole proprietorship, partnership, limited partnership, corporation or company (with or without share capital), trust, foundation, joint venture, Governmental Authority or any other incorporated or unincorporated entity or association of any nature.
- 1.46 "Personal Information" has the meaning ascribed to it in FIPPA.
- 1.47 "PIPEDA" means the Personal Information Protection and Electronic Documents Act, S.C. 2000, Chapter 5.
- 1.48 "Place of Work" is the designated site or location of the Work.
- 1.49 "Privacy Impact Assessment" refers to a systematic and consistent method of analysis to identify and analyze privacy risks in a program, technology or service.
- 1.50 "Prohibited Procurements" has the meaning ascribed to it in Section 18.14 of General Conditions of the Contract.
- 1.51 "Product" means any goods, machinery, equipment, fixtures and Software (including any components of any of the foregoing) forming part of the Deliverables, but does not include machinery and equipment used solely to perform the Work.
- 1.52 "Professional Engineer" means an engineer licensed to practice engineering in the Province of Ontario.

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- 1.53 "Project Schedule" means the schedule of work identified in Tender Document Form: Form of Tender, which shall form part of the Contract and may be amended at the sole discretion of Metrolinx.
- 1.54 "Quotation" has the meaning given in Section 9.0 of Schedule B - Financial Terms of General Conditions.
- 1.55 "Railway(s)" means one or more of the Canadian National Railway Company (CN), Canadian Pacific Railway Company (CP), Metrolinx or the Toronto Terminals Railway Company (TTR) owning or operating the Railway Right-of-Way on which all or part of the Work may be performed.
- 1.56 "Rates" has the meaning ascribed to it in Section 1.1 of Schedule B - Financial Terms of General Conditions.
- 1.57 "Required Standard of Care" means: (a) using the Standards, practices, methods and procedures among the highest commercial standards of practice and professionalism as understood in the Province of Ontario; (b) confirming to Applicable Laws and all rules of professional conduct applicable to the Vendor or the Vendor Personnel; (c) exercising that degree of skill and care, diligence, prudence and foresight which would be expected from a leading Person or professional performing work similar to those called for under this Contract; and (d) using only proper materials and methods as are suited to the function and performance intended.
- 1.58 "Software" means any set of machine readable instructions that directs the performance of specific operations, including computer programs, computer code, software programs (whether executable or not executable), system software, application software, embedded software, databases, data, middleware, GUI's, objects, firmware, components and modules and related documentation.
- 1.59 "Standards" means, at a given time, those standards, specifications, manuals, codes, practices, methods and procedures applicable to the Required Standard of Care.
- 1.60 "Subvendor" means an individual, firm, partnership, corporation or design professional having a direct contract with the Vendor or another Subvendor to perform a part or parts of the Work as identified in the Submission or as otherwise identified in a request to add a new Subvendor.
- 1.61 "Submission" means all documentation and other materials and information submitted by the Bidder in response to Tender No. PT-2017-CR-447.



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- 1.62 "Supplier" means an individual, firm, partnership or corporation having a direct contract with the Vendor or another Subvendor to provide goods and/or services required to carry out the Work of the Contract.
- 1.63 "Scope of Work" describe the general and detailed requirements of the Work and are to be read in conjunction with any Drawings, if applicable, contained herein.
- 1.64 "Task Assignment Items", if applicable, means those items, work and/or services identified in the "Tender Document Form: Contract Prices" which shall form part of Articles of Agreement as items to be paid for under the Total Contract Price.
- 1.65 "Task Assignment Process" has the meaning ascribed to it in Section 8.4 of General Conditions of the Contract.
- 1.66 "Taxes" means all present and future taxes, surtaxes, duties, levies, imposts, rates, fees, premiums, assessments, withholdings, dues and other charges of any nature imposed by any Governmental Authority (including, income, capital (including large corporations), gross receipts, consumption, sales, use, transfer, goods and services or other Value Added Taxes, excise, customs or other import, anti-dumping, countervail, net worth, alternative or add-on minimum, windfall profits, stamp, registration, franchise, payroll, employment insurance, Canada Pension Plan, worker's compensation, health, education, school, business, property, local improvement, environmental, development and occupation taxes, surtaxes, duties, levies, imposts, rates, fees, premiums, assessments, withholdings, dues and charges) together with all fines, interest and penalties in respect thereof or in lieu of or for non-collection thereof.
- 1.67 "Tender Conflict of Interest" means the Vendor had an unfair advantage or engaged in conduct, directly or indirectly, that gave it an unfair advantage, including but not limited to (i) having, or having had access to, confidential information of Metrolinx in the preparation of its submission during the Tender process that was not available to other bidders, (ii) communicating with any person with a view to influencing preferred treatment in the Tender process (including but not limited to the lobbying of decision makers involved in the Tender process), or (iii) engaging in conduct that compromises, or could be seen to compromise, the integrity of the Tender process.
- 1.68 "Term" has the meaning ascribed to it in Section 2.1 of General Conditions of the Contract.
- 1.69 "Third Party" or "Third Parties" means any Third Party Vendors or Third Party Operators.

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- 1.70 "Third Party Contract" means a contract between Metrolinx and any other Person which is in any way related to, impacts or is impacted by the Work and/or the Vendor's acts or omissions, whether expressly identified to the Vendor or not.
- 1.71 "Third Party Vendors" means vendors, suppliers, service providers, utility owners or any other third party (excluding the Vendor and any Subvendors and Vendor Personnel) performing work and/or providing products and services in, or in respect of, the rail corridors, where such work, products or services (a) are on behalf and for the benefit of Metrolinx or (b) are being undertaken to enable work, products or services on behalf of and for the benefit of Metrolinx.
- 1.72 "Third Party Operators" means (a) any third party providing products and/or services in the rail corridors on their own behalf, pursuant to rights granted by Metrolinx, including VIA Rail Canada Limited, Canadian Pacific Railway Company and Canadian National Railway Company; and (b) any third party who otherwise has a right to occupy, access, or use property or facilities on or adjacent to the rail corridors.
- 1.73 "Third Party Work" means work and services conducted or provided by Third Parties.
- 1.74 "Total Contract Price" means the upset limit amount established as the total contract price for the Contract by Metrolinx which shall form part of the Articles of Agreement.
- 1.75 "Value Added Taxes" means such sum as shall be levied upon amounts payable to the Vendor under this Contract by any Governmental Authority that is computed as a percentage of the amounts payable to the Vendor (including all other Taxes but excluding Value Added Taxes), and includes the HST, and any similar tax, the payment or collection of which, by the legislation imposing such tax, is an obligation of the Vendor.
- 1.76 "Vendor" means the company identified as such in the Articles of Agreement.
- 1.77 "Vendor Intellectual Property" means any Intellectual Property which (a) the Vendor has already created, developed or produced prior to the Effective Date; (b) which the Vendor creates, develops or produces independently of this Contract and/or the performance of the Work; (c) which the Vendor licenses from a third party; (d) all documentation or source materials (including source code) related to any of the foregoing; and (e) all copies, translations, improvements, modifications, enhancements, adaptations, or derivations made to the Vendor Intellectual Property by the Vendor and/or any third party not performing work under this Contract; provided, however, that Vendor Intellectual Property does not include Custom Intellectual Property.

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- 1.78 "Vendor Personnel" or "Vendor's Personnel" means (a) with respect to the Vendor, all of the Vendor's personnel, employees and independent contractors (including the Key Personnel and the Vendor's Representative) engaged in the performance of the Work; and (b) with respect to each Subvendor, all of that Subvendor's personnel, employees and independent contractors engaged in the performance of the Work.
- 1.79 "Vendor Policies" has the meaning ascribed to it in Schedule C - Insurance of General Conditions.
- 1.80 "Vendor's Representative" means the person identified by the Vendor, and Accepted by Metrolinx, as the Vendor's authorized representative pursuant to Section 2.8 of General Conditions of the Contract.
- 1.81 "Work" means all activities, services, goods, equipment, matters and things required to be done, including all of the work, labour, services, goods, equipment, if applicable, described in the Scope of Work and Drawings and is further described in Section 2.2(a) of General Conditions.
- 1.82 "Working Day" means Monday to Friday, 8 a.m. to 4 p.m. Refer to Article 5.0 Hours of Work - Scope of Work – Detailed Scope of Work for further details.

END OF SECTION

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**1.0 Payment**

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

**2.0 Limitation of Expenditure**

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

**3.0 Total Contract Price**

- 3.1 Subject to Sections 8.1, 8.2 and Article 9 - Additional Resources of General Conditions of the Contract, Metrolinx and the Vendor acknowledge and agree that the Total Contract Price set out in the Articles of Agreement is the maximum amount payable in respect to the provision of the Work provided, however, that the foregoing is not an entitlement to, nor a guarantee that the Vendor will be paid the full amount of the Total Contract Price which is subject to Section 2.0 herein.

**4.0 Rates for Work**

- 4.1 The Vendor acknowledges and agrees that the Rates are inclusive of all labour and materials, insurance costs, disbursements and all other overhead including any fees or other charges required under Applicable Laws and noted in the Articles of Agreement. Without limiting the generality of the foregoing, the Rates include costs for the coordination, administration of the provision and management of the Work necessary to achieve compliance with external agencies and Governmental Authorities as required to obtain any Approvals, provided, however, that the specific costs associated with application and permit fees in respect of the Approvals shall be paid directly by Metrolinx.
- 4.2 Metrolinx shall not reimburse the Vendor for any hospitality, food or incidental expenses incurred. Subject to the prior consent of Metrolinx, Metrolinx shall reimburse the Vendor for reasonable traveling expenses incurred in connection

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with the performance of the Work, such reimbursement to be made in accordance with the Government of Ontario's Travel, Meal, and Hospitality Expenses Directive.

- 4.3 As part of the Work, the Vendor shall also be responsible for obtaining and registering all of the Software licenses and long term support agreements, as and if applicable, on behalf of Metrolinx, and any costs incurred by the Vendor in connection thereto shall be included in the Rates set out in the Articles of Agreement.

**5.0 Taxes**

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

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**6.0 Invoicing and Payment Process**

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

**7.0 Cost of Changes**

- 7.1 Changes shall be implemented by the Vendor without any additional charge, unless the Vendor is able to demonstrate (with supporting documentation) that the Change causes the Vendor to incur additional costs.
- 7.2 The Vendor shall implement all Changes for a reasonable price in accordance with the same pricing principles and price levels as originally agreed in the Articles of Agreement. Where Rates apply to Vendor Personnel, those same Rates shall apply with reference to the applicable level of experience and/or expertise.
- 7.3 With respect to any Changes that (in whole or in part) require the services of a third party, Metrolinx (at its sole discretion) shall have the right to require the Vendor to provide three (3) quotes to Metrolinx in respect of such third party services, in accordance with Section 8.0 of this Schedule B - Financial Terms.
- 7.4 Metrolinx shall have the right to request such documentation and other supporting information as it reasonably requires to confirm and substantiate the costs associated with any Change request, and the Vendor shall provide same to Metrolinx within five (5) Business Days of the request therefor.

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**8.0 Expenditure of Task Assignment Items**

- 8.1 Where the expenditure of a Task Assignment has been approved by Metrolinx, the value of completed or delivered Task Assignment Items may be claimed as part of the Vendor's monthly application for payment, in accordance with Section 6.0 of this Schedule B - Financial Terms. Task Assignment expenditures must not exceed the Task Assignment value noted in each respective Quotation approved by Metrolinx.
- 8.2 A Task Assignment value, approved by Metrolinx, is in no way a guarantee of monies and shall only be expended for the portion of the Task Assignment Items delivered and/or performed by the Vendor and accepted by Metrolinx.

**9.0 Quotations - Task Assignment Process and Changes**

- 9.1 With respect to any Changes or Task Assignments (or any part thereof), the Vendor shall, upon request by Metrolinx (at its sole discretion), submit a quotation detailing the estimated cost of the applicable Change or Task Assignment (each a "Quotation"). Where Metrolinx has not provided the names of third parties from which quotations should be obtained, the Vendor shall have the right to choose which third parties shall provide quotations. Subject to any instruction to the contrary issued by Metrolinx pursuant to Section 8.5 of General Conditions of the Contract, where a Task Assignment includes work that the Vendor proposes would be most efficiently performed by the Vendor's own workforces, the Vendor shall include as one of the three (3) quotes the price proposal for having its own workforce perform the work.
- 9.2 Any and all costs incurred by the Vendor for providing a Quotation or obtaining quotations from third parties, shall be borne by the Vendor.
- 9.3 All Quotations shall be prepared on the Vendor's letterhead and in a format agreed to by Metrolinx and the Vendor. The Quotation shall at a minimum contain the following information:
- (a) a detailed description of the work required;
  - (b) Curriculum Vitae for the individual named for Site Superintendent role;
  - (c) required Subvendors and specialized service providers;
  - (d) any requirements for testing and/or reporting;
  - (e) detailed breakdown of costs; which includes separating the costs for equipment and/or material and personnel.

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- (f) detailed work schedule which complies with completion date provided by Metrolinx (as required by Metrolinx); and
- (g) any other requirements/instructions.

9.4 Metrolinx reserves the right to accept or reject a Quotation, in whole or in part.

9.5 No individual Assignment shall have a value greater than one hundred thousand dollars (\$100,000)

9.6 A Task Assignment exceeding one hundred thousand dollars \$100,000 in value cannot be divided over multiple Quotations to bypass the requirements of Section 9.5 herein.

9.7 The Vendor shall not perform any Work under this Contract which would result in an increase to the Total Contract Price, unless an increase is so authorized by Metrolinx and effected by a written amendment to the Contract.

**10.0 Metrolinx Property**

10.1 All tangible property purchased and charged to Metrolinx' account is and shall be deemed and shall remain the property of Metrolinx.

END OF SECTION



**GENERAL CONDITIONS OF THE CONTRACT**  
**SCHEDULE C – INSURANCE**

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**1.0 Vendor Insurance Requirements**

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

(a) Commercial General Liability

- (i) The policy shall provide a policy limit of not less than two million dollars (\$2,000,000) per occurrence for all claims arising out of bodily injury (including death), personal injury, and damage to property of others. Such policy shall not contain any exclusion that conflict with the Work required to be performed under this Contract. The Vendor shall cause the interest of Metrolinx, and such other Person as Metrolinx may determine at its sole and absolute discretion, to be noted on the Vendor Policies hereof as “Additional Insured”. The policy shall contain a waiver of subrogation, cross liability and severability of interest.

(b) Automobile Liability Insurance

- (i) If required, the policy shall provide coverage for liability arising out of the use of owned, non-owned, leased or hired automobiles in connection with the performance of the Work. Coverage shall consist of a combined single limit of not less than two million dollars (\$2,000,000) per occurrence. Alternatively, for Work that do not require the use of owned, non-owned, leased or hired automobile, the Vendor shall provide a written confirmation within five (5) Business Days of contract award, stating same, in place of the insurance coverage.

1.2 Additional Coverage

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

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**SCHEDULE C – INSURANCE**

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

**1.3 Requirements for Insurance**

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

**1.4 Proof of Insurance**

- (a) The Vendor shall, prior to the commencement of the Work and thereafter upon request, provide to Metrolinx original signed certificates of insurance for the Vendor Policies, confirming that the required coverage has been

**GENERAL CONDITIONS OF THE CONTRACT**  
**SCHEDULE C – INSURANCE**

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placed and maintained. In addition, at least fifteen (15) days prior to the expiry date or replacement of any policy, the Vendor shall provide original signed certificates evidencing renewals or replacements of such policy to Metrolinx, without notice or request by Metrolinx.

- (b) The Vendor shall, upon request, provide evidence to Metrolinx that the premiums associated with the Vendor Policies have been paid; however, receipt by Metrolinx of the above information will in no way constitute confirmation by Metrolinx that the insurance complies with the requirements of this Contract. Responsibility for ensuring that the insurance coverage outlined in this Contract is in place rests solely with the Vendor.
- (c) The Vendor also agrees to provide Metrolinx with proof of errors and omissions insurance maintained by any Subvendor, where such Subvendor is under a professional obligation to maintain the same, and with proof of such insurance to be provided to Metrolinx no later than the execution of this Contract by the Vendor and to be in a form and with an insurer acceptable to Metrolinx.

**1.5 Vendor's Liability Preserved**

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

**1.6 Certificates of Insurance shall include:**

- (a) A reference to the Project description and Contract number;
- (b) Additional insureds as follows:
  - (i) The Certificate of Commercial General Liability Insurance shall include the following as additional insureds:
    - (A) Metrolinx.
- (c) Confirmation the policy includes a waiver of subrogation against Metrolinx as required by General Conditions of the Contract.
- (d) A provision requiring the insurer to give Metrolinx thirty (30) calendar days prior written notice of any changes to, or cancellation of, the required insurance policies.

**GENERAL CONDITIONS OF THE CONTRACT**  
**SCHEDULE C – INSURANCE**

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**2.0 Workplace Safety & Insurance Board Protection**

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

END OF SECTION

**GENERAL CONDITIONS OF THE CONTRACT**  
**SCHEDULE D – DISPUTE RESOLUTION**

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**1.0 Bona fide efforts to resolve**

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

**2.0 Continuance of the Work During Dispute**

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

**3.0 Tiered-Dispute Resolution**

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

**4.0 Negotiation**

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

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**SCHEDULE D – DISPUTE RESOLUTION**

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provide its representative with full and timely disclosure of all relevant facts information and documents as may be reasonably required or may be reasonably requested by the other Party, on a without prejudice basis, to facilitate such negotiation.

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

**5.0 Mediation**

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

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**SCHEDULE D – DISPUTE RESOLUTION**

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- (d) The mediator, the Parties and their counsel or representatives shall keep confidential all matters relating to the mediation, except where disclosure of a settlement agreement is necessary to implement or enforce that agreement and except as otherwise required by Applicable Law.
  - (e) In all respects, the mediation is deemed to be a "without prejudice" proceeding.
- 5.6 The costs of the mediator shall be apportioned equally between the Parties unless otherwise agreed under any settlement reached under this Section 5.0.
- 5.7 If the Parties achieve a resolution of the Dispute, the mediator shall confirm the resolution in writing, which will be signed by the Parties. If the Parties do not resolve the Dispute, the mediator shall provide a written confirmation that the Parties were unable to resolve the Dispute.
- 5.8 Both Parties acknowledge and agree that they may not refer a Dispute for resolution by arbitration under Section 6.0 herein prior to attempting to resolve such Dispute through mediation pursuant to this Section 5.0.

**6.0 Arbitration**

- 6.1 Any Party may, within ten (10) Business Days of the delivery of the mediator's confirmation that the Parties were unable to resolve their Dispute, issue a supplementary Dispute Notice requesting arbitration. Subject to Applicable Law, if such a supplementary Dispute Notice is issued, the Parties shall proceed to arbitration in the manner described below.
- 6.2 If the Parties agree on the arbitrator, the Parties shall jointly appoint the arbitrator as soon as possible and in any event within ten (10) Business Days of the submission of a Dispute to arbitration under this Section 6.0. If the Parties are unable to agree on an arbitrator, each Party shall appoint an arbitrator, and the two arbitrators so chosen shall select a third arbitrator acceptable to both of them within ten (10) Business Days of their selection.
- 6.3 The arbitrator(s) shall be independent of and at arm's length to the Parties and shall be a person who by training and experience has the qualifications and arbitration skills to arbitrate a Dispute.
- 6.4 The arbitration shall be conducted in accordance with the provisions of the Arbitration Act, except to the extent they are modified by the express provisions of this Schedule D - Dispute Resolution or unless the Parties otherwise agree.

**GENERAL CONDITIONS OF THE CONTRACT**  
**SCHEDULE D – DISPUTE RESOLUTION**

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

END OF SECTION



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

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Not Applicable.

END OF SECTION

## **SCOPE OF WORK**

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

**SCOPE OF WORK  
GENERAL INSTRUCTIONS**

**Preventative Maintenance and Emergent Services of HVAC Systems  
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**1.0 Documents Required**

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

**2.0 Work Schedule**

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

**3.0 Location and Hours of Work**

- 3.1 Refer to Article 4.0 in Scope of Work – Detailed Scope of Work.

**4.0 Hours of Work**

- 4.1 Refer to Article 5.0 in Scope of Work – Detailed Scope of Work.

**5.0 Subvendors and Suppliers**

- 5.1 Not Applicable.

**6.0 Vendor's Use of Site**

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

**1.0 Codes and Standards**

- 1.1 Perform Work in accordance with applicable acts administered by other authorities having jurisdiction.

## **SCOPE OF WORK GENERAL INSTRUCTIONS**

### **Preventative Maintenance and Emergent Services of HVAC Systems Various Metrolinx Locations PT-2017-CR-447**

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- 1.2 Work to meet or exceed requirements of specified standards, codes and referenced documents.
- 1.3 Codes, specification standards, manuals and installation, application and maintenance instructions, referred to in the Contract shall be of latest published editions at date of Closing.

#### **2.0 Project Meetings**

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

#### **3.0 Final Cleaning**

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

#### **4.0 Systems Demonstration**

- 4.1 Prior to final inspection, demonstrate operation of each system to Metrolinx.
- 4.2 Instruct personnel in operation, adjustment, and maintenance of equipment and systems, using provided operation and maintenance data as basis for instruction.

**SCOPE OF WORK  
GENERAL INSTRUCTIONS**

**Preventative Maintenance and Emergent Services of HVAC Systems  
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**5.0 Operations and Maintenance Data**

- 5.1 On completion of project, submit to Metrolinx one (1) soft copy and four (4) hard copies of Operations Data and Maintenance Manual, made up as follows:
- (a) bind data in vinyl, hard covered, three ring, loose leaf binder for 215 x 280mm sized paper;
  - (b) enclose title sheet, labelled "Operation Data and Maintenance Manual", project name, date and list of contents; and
  - (c) organize contents into applicable sections of work. Mark each section by labelled tabs protected with celluloid covers fastened to hard paper dividing sheets.
- 5.2 Include following information plus data specified:
- (a) description operation and maintenance instructions for equipment and systems, including a complete list of equipment and parts list. Indicate nameplate information such as make, size, capacity, serial number;
  - (b) names, addresses and phone numbers of Subvendors and suppliers;
  - (c) guarantees, warranties and bonds showing:
    - (i) name and address of projects;
    - (ii) guarantee commencement date (date of Final Certificate of Completion);
    - (iii) duration of guarantee;
    - (iv) clear indication of what is being guaranteed and what remedial action will be taken under guarantee; and
    - (v) signature and seal of Vendor; and
  - (d) additional material used in project listed under various sections showing name of manufacturer and source supply.
- 5.3 Neatly type lists and notes. Use clear Drawings, diagrams or manufacturer's literature.

**SCOPE OF WORK  
GENERAL INSTRUCTIONS**

**Preventative Maintenance and Emergent Services of HVAC Systems  
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**6.0 Date-Related Compliance**

- 6.1 All materials, equipment, systems and components thereof used in connection with the provision of the Work, individually or in combination as the case may be, shall accurately and automatically process any and all date and date-related data including, but not limited to calculating, comparing and sequencing when used in accordance with the documentation provided by the Vendor.
- 6.2 Metrolinx may, at no additional cost to itself, require the Vendor to demonstrate date-related compliance as specified in Section 6.1 above and/or compliance techniques and test procedures the Vendor followed in order to comply with these requirements.

END OF SECTION

## **SCOPE OF WORK QUALITY CONTROL**

### **Preventative Maintenance and Emergent Services of HVAC Systems Various Metrolinx Locations PT-2017-CR-447**

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#### **1.0 Inspection**

- 1.1 The materials furnished by the Vendor shall be inspected by Metrolinx at the time of delivery and at such other times as Metrolinx may elect.
- 1.2 Metrolinx shall have access to the work. If parts of the work are in preparation at locations other than the Place of the Work, access shall be given to such work whenever it is in progress.
- 1.3 Metrolinx may order any part of the work to be examined to ensure compliance with the Contract. If, upon examination such work is found not in accordance with the Contract, correct such work and pay the cost of examination and correction.
- 1.4 The review of the information covering materials and equipment by Metrolinx shall in no way release the Vendor from his responsibility for the proper design, installation and performance of any material, equipment or arrangement or from the liability to replace same should it prove defective or deficient.

#### **2.0 Independent Inspection Agencies**

- 2.1 Independent Inspection/Testing Agencies may be engaged by Metrolinx for inspecting and/or testing portions of work.
- 2.2 Provide samples and/or assistance required for inspection and testing by the appointed agencies.
- 2.3 Employment of Inspection/Testing Agencies does not remove the responsibility to perform Work in accordance with the Contract.
- 2.4 If defects are revealed during inspection and/or testing, the appointed agency will request additional inspection and/or testing to ascertain full degree of defect. Correct defects and irregularities as advised by Metrolinx at no cost to Metrolinx. Pay costs for retesting and re-inspection.

#### **3.0 Procedures**

- 3.1 Notify the appropriate agency and Metrolinx a minimum of two (2) Working Days in advance of the requirement for tests, in order that arrangements can be made with the testing company.
- 3.2 Submit samples and/or materials required for testing, as specifically requested in Scope of Work. Submit with reasonable promptness and in an orderly sequence so as not to cause delay in the Work.

## **SCOPE OF WORK QUALITY CONTROL**

### **Preventative Maintenance and Emergent Services of HVAC Systems Various Metrolinx Locations PT-2017-CR-447**

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- 3.3 Provide labour and equipment to obtain and handle samples and materials at the Place of Work.

#### **4.0 Rejected Work**

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

#### **5.0 Reports**

- 5.1 Reports on materials testing as arranged by Metrolinx shall contain the following information:
  - (a) Date and time of inspection or test.
  - (b) Weather conditions and ambient air temperatures during the inspection.
  - (c) Testing method employed by proper standard reference and specific paragraph or other detailed information as applicable.
  - (d) Inspection description and detailed and other relevant information.
  - (e) Test results in detail, complete with applicable graphs and other clarifying documents and information.
  - (f) Printed name and signature of person having conducted inspection or test, and name, title and signature of Supervisor having verified the report.
- 5.2 Inspection and Testing Agency shall provide a written report for each inspection and test made, three copies to Metrolinx; three copies to the Vendor direct, who shall forward one copy to the Subvendor, supplier or manufacturer concerned.

END OF SECTION



**SCOPE OF WORK  
RAILWAY SAFETY REQUIREMENTS**

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Not Applicable.

**SCOPE OF WORK  
SAFETY REQUIREMENTS**

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**1.0 Safety and Protection of Metrolinx's Assets**

- 1.1 The Contractor must ensure that the premises are left in a clean, dry and safe condition, and shall be responsible for the removal and disposal of unwanted materials. Any excess liquid left of the ground as a result of leaks, fitting or any activity conducted by the Contractor, must be cleaned by the Contractor's personnel as it occurs.
- 1.2 The Contractor must exercise care and caution when working around computers and other technical equipment.
- 1.3 All furniture (metal, wood, plastic, etc.) must be protected from potential contact with water and cleaning solutions. All over spray on any surface must be thoroughly cleaned up to prevent an permanent damage.

**SCOPE OF WORK  
MATERIALS AND EQUIPMENT**

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**1.0 Materials**

- 1.1 All materials are to be supplied by the Contractor and the cost of these materials is to be included in the Pricing Table
- 1.2 All materials used for Preventative Maintenance are to be supplied by the Contractor and the cost of these materials are to be included in the Preventative Maintenance Prices quoted in the Pricing table

**2.0 Equipment**

- 2.1 The Contractor shall provide all necessary equipment required to service HVAC equipment, such a scaffolding, ladders, etc.
- 2.2 All equipment used on Metrolinx property must be in satisfactory working order and in full compliance with all applicable safety legislation.
- 2.3 The Contractor is responsible for any damages caused on Metrolinx property, or to any Metrolinx assets due to faulty equipment or due to negligence on the Contractor's behalf.

**SCOPE OF WORK**  
**DETAILED SCOPE OF WORK**

**Preventative Maintenance and Emergent Services of HVAC Systems**  
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**1.0 Scope of Work**

- 1.1 For the provision of Preventative Maintenance Inspections of HVAC systems and mechanical components as listed in Attachment #1 – Contract Prices
- 1.2 To provide all labour, equipment and materials to thoroughly carry out the Work
- 1.3 Vendor will be required to provide an Account Representative for the full term of the Contract who will act as the main point of contact and will provide the following services:

**(a) Preventative Maintenance**

- (i) Perform all necessary work to service and ensure good operational order of all HVAC equipment.
- (ii) Provide all oil and grease necessary for lubrication of each unit that requires it
- (iii) Provide all necessary filters and belts for the Preventative Maintenance Inspections. Use pleated filters wherever possible
- (iv) Provide written estimates for all remedial work before proceeding with repairs
- (v) Provide service reports, for each individual location, outlining recommendations for improvements and/or needed repairs immediately after inspection
- (vi) Purge test hoses while testing refrigerant pressure and ensure no leaks from the Schrader valve once the tests are complete
- (vii) All preventative maintenance should be scheduled at least two working days in advance with a Station Operations Maintenance Supervisor

**(b) Emergent Services and Remedial Work**

- (i) Emergent and remedial services will be called in on “if and as needed basis” anytime within the term of the Contract. Call-outs will be authorized by means of a telephone call placed by the designated Metrolinx representative(s). No work shall commence unless a call-out has been placed by a designated Metrolinx representative.

**SCOPE OF WORK**  
**DETAILED SCOPE OF WORK**

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- (ii) For Emergent services Contractor's personnel are expected to be available and commence work within two hours of a call out for all work under this Contract.
- (iii) For Remedial Work, the Contractor and the designated Metrolinx representative will determine an appropriate schedule to complete the Work

**2.0 Estimates/Work Orders/Invoices**

- 2.1 The Vendor must provide a detailed written estimate for repairs for any emergent work as required by Metrolinx, including a breakdown of labour costs, material costs, equipment costs and any other related expenses
- 2.2 Work orders must indicate start/finish times, hours worked, number of employees and their trade/title
- 2.3 Invoices must include date of service, location of service, number of employees required to performed the work, hours worked, hourly rates and cost of all materials required

**3.0 Contractor Sign-In and Sign-Out**

- 3.1 The contractor must notify a Stations Operations Central Supervisor of arrival on site. Notification must occur prior to commencement of any Work and prior to leaving the Location of Work
- 3.2 After reporting to the Stations Operations Central Supervisor, the Contractor must sign-in on the Contractor's Log-In Sheet, and must indicate their arrival time, area of work, number of employees on-site and must provide a phone number in case of emergency

**4.0 Locations of Work**

- 4.1 The Work shall be carried out at the following location(s):
  - (a) Union Station – York Concourse, 35 York Street, Toronto, Ontario;
  - (b) Union Station Bus Terminal, 141 Bay Street, Toronto, Ontario;
  - (c) Metrolinx Head Office, 20 Bay Street, Suite 600, Toronto, Ontario;
  - (d) Presto Office, 130 Adelaide Street West, Toronto, Ontario;
  - (e) Metrolinx Office, 277 Front Street, Toronto, Ontario;

**SCOPE OF WORK**  
**DETAILED SCOPE OF WORK**

**Preventative Maintenance and Emergent Services of HVAC Systems**  
**Various Metrolinx Locations**  
**PT-2017-CR-447**

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(f) Deleted

(g) Union Station Bay Concourse, 140 Bay St, Toronto, Ontario (Scheduled to open May 2019).

**5.0 Hours of Work**

- 5.1 The Vendor's normal Hours of Work for this Contract are 8:00 a.m. to 4:00 p.m., Monday to Friday.
- 5.2 After-hour work for this contract is from 4:00 p.m. to Midnight.
- 5.3 Weekends and Statutory Holidays - Work is to be conducted from 8:00 a.m. to Midnight.
- 5.4 Weekends/Statutory Holidays and After Hours - Work can be requested and will be charged according to Attachment #1 – Contract Prices.
- 5.5 Overnight – Emergent Services Work can be requested and will be charged according to Attachment #1 – Contract Prices
- 5.6 The Hours of Work for scheduled Preventative Maintenance Inspections are Monday to Friday 8:00 a.m. to 4:00 p.m.

**SCOPE OF WORK  
DRAWINGS**

**Preventative Maintenance and Emergent Services of HVAC Systems  
Various Metrolinx Locations  
PT-2017-CR-447**

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The Drawings are comprised of those documents listed under "Drawings" in List of Contents.

## **ATTACHMENTS**

**Preventative Maintenance and Emergent Services of HVAC Systems  
Various Metrolinx Locations  
PT-2017-CR-447**

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Page 1 of 1

Attachments are comprised of those documents listed under "Attachments" in List of Contents.





## Contract Performance Appraisal

### Section 1 Contract Details

Name of Vendor:		Vendor Project Manager:	
Street:	City:	Province/State:	Postal/ZIP Code:
Original Contract Date	Contract No. PT-2017-CR-447	Project No.	
Contract Name: Servicing of HVAC Systems at Various locations on an Emergent Basis			
Category of Work: Maintenance, Repair and Operations Services (Non-I&IT)			
Division: Station Services		Branch: Station Operations Central	
Project Coordinator:			

### Section 2 Performance Appraisal

Scale	0: Unacceptable - Does not meet any requirements of the key performance indicator 1: Poor - Meets few of the requirements of the key performance indicator 2: Fair - Meets some of the requirements of the key performance indicator 3: Satisfactory - Meets most of the requirements of the key performance indicator 4: Good - Meets all of the requirements of the key performance indicator 5: Excellent - Exceeds the requirements of the key performance indicator	Applied Weight	Score
<b>Quality and Process</b>		<b>30%</b>	<b>0.0</b>
Compliance with quality control / product requirements		10%	
Compliance with site cleanliness requirements		5%	
Quality of work performed		10%	
Knowledge and adherence to appropriate codes and regulations		5%	
<b>Financial Management</b>		<b>25%</b>	<b>0.0</b>
Compliance with contract terms including pricing		10%	
Compliance with invoice submission requirements		5%	
Provide advance notice of budget overruns; propose revisions to scope to remain within budget		10%	
<b>Customer Satisfaction</b>		<b>25%</b>	<b>0.0</b>
Ability to clearly interpret and deliver contract requirements		10%	
Compliance with Site Supervisor/Supervision requirements		10%	
Timeliness and quality of responses to Metrolinx's requests for information		5%	
<b>Safety</b>		<b>10%</b>	<b>0.0</b>
Compliance with OHS requirements and other laws and policies related to safety. (Including but not limited to safety infractions, on site safety, resolving safety issues and environmental conformance)		10%	
<b>Contract Performance Rating</b>		<b>0%</b>	
<b>Corporate Performance Rating (0% to 100%)</b>		<b>100%</b>	
<b>Vendor Performance Rating (90% Contract Performance Rating and 10% Corporate Performance Rating)</b>		<b>10%</b>	

### Section 3 Qualifications in Support of the Rating

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### Section 4 Vendor Performance Rating Calculation

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

**List of Locations and Equipment List for HVAC Contract – As of August 16, 2018**

A. 35 York Street (York Concourse)

EV-1 Water Room	Mitsubishi	EV-1	PKA-A18GA
CU-1 Under 26/27 roof	Mitsubishi	CU-1	PUYA18NHA
EV-2 TTR Signal Room	Mitsubishi	EV-2	PKA-A12GA
CU-2 Under 26/27 Roof	Mitsubishi	CU-2	PUYA12NH2
EV-3 Pins Room 26/27	Mitsubishi	EV-3	PKA-A12GA
CU-3 Under 26/27 roof	Mitsubishi	CU-3	PUYA12NH2
EV-4 Elevator 7 Mechanical Room	Mitsubishi	EV-4	PKA-A30FA
CU-4 Under 26/27 roof	Mitsubishi	CU-4	PUZA30NHA
EV-5 Elevator 6 Mechanical Room	Mitsubishi	EV-5	PKA-A30FA
CU-5 Under 26/27 roof	Mitsubishi	CU-5	PUZA30NHA
EV-6 26/27 UPS Room Bay West	Mitsubishi	EV-6	PKA A12GA
CU-6 Crawlspace off of south storeroom BW	Mitsubishi	CU-6	PUY A12NHA2
EV-7 GO Transit Electrical Room 4	Mitsubishi	EV-7	PKA-A12GA
CU-7 Under 26/27 Roof	Mitsubishi	CU-7	PUY-A12NHA2
In YC mechanic's area	Mitsubishi	Air Handler	PKA A24KA
In YC mechanic's area	Mitsubishi	Condensing Unit	PUY A24NHA
York Concourse Comm Room AC-7	Liebert	AC-7 - FCU	BF102C-BDOI879S

York Concourse Comm Room AC-8	Liebert	AC-8 - FCU	BF102C-BDOI879S
York Concourse Comm Room AC-9	Liebert	AC-9 - FCU	BF102C-BDOI879S
York Concourse Comm Room G-W601 (Sales)	Carnes	EF-02	VIBK08L1A1CL20S-G1
York Concourse Power Room G-W600 (Sales)	Carnes	EF-03	VIBK08L1A1CL20S-G1
York South Concourse Power Room	Carnes	EF-27	VIBK12L1AC1CL20S-G1
York Concourse North Comm Room	Carnes	Exhaust Fan	VIDK10J3A1CL20S-1
York Concourse North Power Room	Carnes	Exhaust Fan	VIDK10J3A1NL20S-H1
Bay South Concourse Power Room	Carnes	EF-28	VIBK12L1A1CL20S-G1
York South Concourse Make Up Air Unit	Greenheck	MUA-YS	SQ-140-A-X
York South Concourse Make Up Air Unit	Thermolec	63 kW Duct Heater	SC-CTPBX
Boiler Room Make Up Air Unit	Greenheck	MUA-BR	SQ-140-A-X
Boiler Room Make Up Air Unit	Thermolec	51 kW Duct Heater	SC-CTPBX
Bay South Concourse Make Up Air Unit	Greenheck	MUA-BR	SQ-140-A-X
Bay South Concourse Make Up Air Unit	Thermolec	57 kW Duct Heater	SC-CTPBX
VIA Arrivals East Platform 26/27	Dimplex	6 kW Ceiling Mounted EUH	CH3D06J3SW
VIA Arrivals West Platform 26/27	Dimplex	6 kW Ceiling Mounted EUH	CH3D06J3SW
UPS 26/27 Room, Bay South	Dimplex	6 kW Ceiling Mounted EUH	CH3D06J3SW

Generator 26/27 Room, Bay South	Dimplex	6 kW Ceiling Mounted EUH	CH3D06J3SW
Union Plaza Entrance - East	Dimplex	6 kW Ceiling Mounted EUH	CH3D06J3SW
Union Plaza Entrance - West	Dimplex	6 kW Ceiling Mounted EUH	CH3D06J3SW
Bay South West Exit Door Heaters	Chromolox	3 kW Ceiling Mounted EUH	RFF86081
Bay South West Exit Door Heaters	Chromolox	3 kW Ceiling Mounted EUH	RFF86081
Bay South West Exit Door Heaters	Chromolox	3 kW Ceiling Mounted EUH	RFF86081
Bay South West Exit Door Heaters	Chromolox	3 kW Ceiling Mounted EUH	RFF86081
Platform 25/26/27 Boiler Room	De Dietrich	B1	GT430-14A
Platform 25/26/27 Boiler Room	De Dietrich	B2	GT430-14A
Platform 25/26/27 Boiler Room	Expandflex	Expansion Tank	ALT-800V
Platform 25/26/27 Boiler Room	Riello	B1 Burner	RS100/M
Platform 25/26/27 Boiler Room	Riello	B2 Burner	RS100/M
Platform 25/26/27 Boiler Room	Armstrong	Boiler Pump 1	3 x 3 x 8 4300TC
Platform 25/26/27 Boiler Room	Armstrong	Boiler Pump 2	3 x 3 x 8 4300TC
Platform 25/26/27 Boiler Room	Armstrong	Slab Pump 1	4 x 4 x 10 4300TC
Platform 25/26/27 Boiler Room	Armstrong	Slab Pump 2	4 x 4 x 10 4300TC
Platform 25/26/27 Boiler Room		Electric Unit Heater - 7.5 kW	EUH08B84CT
Platform 24 Boiler Room	De Dietrich	B1	GT 339A
Platform 24 Boiler Room	De Dietrich	B2	GT 339A

Platform 24 Boiler Room	Riello	B1 Burner	RS38/M
Platform 24 Boiler Room	Riello	B2 Burner	RS38/M
Platform 24 Boiler Room	Ouellet	Electric Unit Heater - 7.5 kW	OAS07536T
Platform 24 Boiler Room	Taco	P1	1933C1E1-5.70E
Platform 24 Boiler Room	Taco	P2	1933C1E1-5.70E
Platform 24 Boiler Room	Taco	P3	KV2009-880E2A
Platform 24 Boiler Room	Cook	Combustion Air Fan	150 SONH
Platform 24 Boiler Room	Taco	P4	KV2009-880E2A
Elevator Shaft 22 - Bottom - Serves P6-7	Stelpro	North FFH - 4 kW	WF4008T
Elevator Shaft 22 - Bottom - Serves P6-7	Stelpro	South FFH - 4 kW	WF4008T
Elevator Shaft 22 - Top - Serves P6/7	Stelpro	East FFH - 3 kW	WF3008T
Elevator Shaft 22 - Top - Serves P6/7	Stelpro	West FFH - 3 kW	WF3008T
Elevator Shaft 23 Bottom - Serves 10/11	Stelpro	East FFH - 3 kW	WF3008T
Elevator Shaft 23 Bottom - Serves 10/11	Stelpro	West FFH - 3 kW	WF3008T
Elevator Shaft 23 Top - Serves 10/11	Stelpro	West FFH - 4 kW	WF4008T
Elevator Shaft 23 Top - Serves 10/11	Stelpro	East FFH - 4kW	WF4008T
Elevator Shaft 24 Bottom - Serves P3	Stelpro	East FFH - 2 kW	WF2008T
Elevator Shaft 24 Bottom - Serves P3	Stelpro	West FFH - 2 kW	WF2008T
Elevator Shaft 24 Top - Serves P3	Stelpro	West FFH - 2 kW	WF2008T

Elevator Shaft 24 Top - Serves P3	Stelpro	East FFH - 2 kW	WF2008T
Elevator Shaft 25 Bottom - Serves P4/5	Stelpro	West FFH - 4 kW	WF4008T
Elevator Shaft 25 Bottom - Serves P4/5	Stelpro	East FFH - 4 kW	WF4008T
Elevator Shaft 25 Top - Serves P4/5	Stelpro	East FFH - 3 kW	WF3008T
Elevator Shaft 25 Top - Serves P4/5	Stelpro	West FFH - 3 kW	WF3008T
Elevator Shaft 26 Bottom - Serves P8/9	Stelpro	East FFH - 4 kW	WF4008T
Elevator Shaft 26 Bottom - Serves P8/9	Stelpro	West FFH - 4 kW	WF4008T
Elevator Shaft 26 Top- Serves P8/9	Stelpro	East FFH - 3 kW	WF3008T
Elevator Shaft 26 Top - Serves P8/9	Stelpro	West FFH - 3 kW	WF3008T
Elevator Shaft 27 Bottom - Serves P12/13	Stelpro	West FFH - 4 kW	WF4008T
Elevator Shaft 27 Bottom - Serves P12/13	Stelpro	East FFH - 4kW	WF4008T
Elevator Shaft 27 Top- Serves P12/13	Stelpro	East FFH - 3 kW	WF3008T
Elevator Shaft 27 Top - Serves P12/13	Stelpro	West FFH - 3 kW	WF3008T
Platform 3 - Electrical Room East	Daikin	Ductless Split	RXS30LVJU
Platform 3 - Electrical Room East	Jen Fan	Exhaust Fan	DB08MH1S
Platform 3 - Communication Room East	Daikin	Ductless Split	RXS30LVJU
Platform 3 - Communication Room East	Jen Fan	Exhaust Fan	DB08MH1S
Air Curtain - P12/13 East	Biddle	Air Curtain	CA2 L-200-W-R-120N/1 - RAL 9006

Air Curtain - P10/11 East	Biddle	Air Curtain	CA2 L-100-W-R-120/1N-RAL 9006
Air Curtain - P8/9 East	Biddle	Air Curtain	CA2 L-200-W-R-120N/1 - RAL 9006
Air Curtain - P6/7 East	Biddle	Air Curtain	CA2 L-100-W-R-120/1N-RAL 9006
Air Curtain - P4/5 East	Biddle	Air Curtain	CA2 L-200-W-R-120N/1 - RAL 9006
Air Curtain - P3 East	Biddle	Air Curtain	CA2 L-100-W-R-120/1N-RAL 9006
Air Curtain - P3 West	Biddle	Air Curtain	CA2 L-100-W-R-120/1N-RAL 9006
Air Curtain - P4/5 Middle	Biddle	Air Curtain	CA2 L-100-W-R-120/1N-RAL 9006
Air Curtain - P6/7 Middle	Biddle	Air Curtain	CA2 L-100-W-R-230/22
Air Curtain - P10/11 Middle	Biddle	Air Curtain	CA2 L-100-W-R-120/1N-RAL 9006
Air Curtain - P10/11 West	Biddle	Air Curtain	CA2 L-200-W-R-120N/1 - RAL 9006
Air Curtain - P6/7 West	Biddle	Air Curtain	CA2 L-200-W-R-120N/1 - RAL 9006
Air Curtain - P4/5 West	Biddle	Air Curtain	CA2 L-200-W-R-120N/1 - RAL 9006
Air Curtain - Stair 043B West	Biddle	Air Curtain	CA2 L-100-W-R-120/1N-RAL 9006
Air Curtain - Stair 042B West	Biddle	Air Curtain	CA2 L-100-W-R-120/1N-RAL 9006
Air Curtain - Stair 041B West	Biddle	Air Curtain	CA2 L-150-W-R-120/1N-RAL 9006
Air Curtain - Stair 039 West	Biddle	Air Curtain	CA2 L-150-W-R-120/1N-RAL 9006
Air Curtain - Stair 037 West	Biddle	Air Curtain	CA2 L-150-W-R-120/1N-RAL 9006

- 141 Bay Street (USBT)

South Substation AC unit	Liebert	ESAC-1	VS028AUB000083A
Trainshed Roof - Platform 16/17 East	Liebert	Condensing Unit - ESAC-1	DCDL205-B
South Substation AC Unit	Liebert	ESAC-2	VS028AUB000083A
Trainshed Roof - Platform 16/17 East	Liebert	Condensing Unit - ESAC-2	DCDL205-B
SOC Mech Shop Exhaust Fan - BETW	Greenheck	Exhaust Fan	SPA-110
SOC Mech Shop Unit Heater	Ouellet	3kW EUH	None given
SOC Mech Shop Make UP Air Unit - BETW	EngA	MUA	LM-1-K
North Substation Exhaust Fan	Carnes		LWBK30T1U1CAZZ
Sump Pump Room Exhaust Fan	National HVAC Products	Exhaust Fan	GM-120
Sump Pump Room Forced Air Heater	Ouellet	2kW FFH	OAC02008
Comm Room Vestibule Electrci Heater	Dimplex	4kW FFH	RF1840D21
Communication Room AC	Liebert	CRAC-1	DS028AUB0EI083A
Trainshed Roof Platform 8/9 East	Liebert	Condensing Unit - CRAC-1	DCDL205-B
Communication Room AC	Liebert	CRAC-2	DS028AUB0EI083A
Trainshed Roof Platform 8/9 East	Liebert	Condensing Unit - CRAC - 2	DCDL205-B
Communication Room AC	Liebert	CRAC-3	DS028AUC0EI240A
Platform 3 Condensing Unit	Liebert	Condensing Unit - CRAC - 3	DCDL205-YS4046
Water-Cooled Portable Unit - Comm Room	Topaz	Emergency Portable Unit - Water	PWC6012



Air-Cooled Portable Unit - Comm Room	Topaz	Emergency Portable Unit - Air	TZ-36B
Elevator Vestibule Furnace - Furnace Room	York	Furnace for Elevator Vestibule	TG9S120D20MP11A
GTCC Fan Coil Unit 1 - Furnace Room	Trane	FC - 101	4TEE3F49B1000AA
GTCC FC - 101 Condensing unit - Outside	Trane	FC - 101 Condenser	4TTA3048A3000BA
GTCC Fan Coil Unit 2 - Furnace Room	Trane	FC - 102	4TEE3F49B1000AA
GTCC FC - 102 Condensing Unit - Outside	Trane	FC-102 Condenser	4TTA3048A3000BA
GTCC Fan Coil Unit 3 - Furnace Room	Trane	FC - 103	4TEE3F49B1000AA
GTCC FC - 103 Condensing Unit - Outside	Trane	FC - 103 Condenser	4TTA3048A3000BA
Furnace Room Energy Recovery Ventilator	Renewaire	ERV	EV450IN
Elevator Room AC Unit	Mitsubishi	Indoor Unit	PK30FK3
Elevator Room AC Condensing Unit - Outside	Mitsubishi	Outdoor Unit	PU30EK (service series 1)
GTCC Kitchen FFH	Stelpro	4 kW FFH	WF4008T
Dispatcher Room AC Unit	Mitsubishi	Indoor Unit	MSZ-A17NA
Dispatcher Room AC Unit (Roof)	Mitsubishi	Outdoor Unit	MUZ-A17NA
USBT Main Rooftop Unit	Trane	RTU	YCD150DWHAAA
USBT Sales Booth RTU	Trane	Sales RTU	YCC018F1LOBH

Washroom Exhaust Fan	Greenheck	Bathroom Exhaust	6-101-AX-QD
Garbage Shed Heaters	Stelpro	1 kW FFH (2)	RWF1002

B. 140 Bay Street (Bay Concourse)

**Not currently available. Equipment List will be similar to 35 York Street.**

C. 20 Bay Street

20 Bay	2nd Floor LAN Room	ClimateMaster	Ceiling mounted Heat Pump	TCH018AGC30CRSS
20 Bay	5th Floor - Computer Room	Liebert	AC#1	BU071WGBAEIS040
20 Bay	5th Floor - Computer Room	Liebert	AC#2	BU071WGBAEIS040
20 Bay	5th Floor - Computer Room	Liebert	AC#3	BU071WGBAEIS040
20 Bay	5th Floor - Computer Room	Movin Cool		
20 Bay	5th Floor - IT Test Room	Trane	Ceiling Mount Heat Pump	GEHB01811QA100BRC00000010000000000
20 Bay	5th Floor - Phone Room	McQuay	Ceiling Mount Heat Pump	
20 Bay	5th Floor - Telephone Room	Amcor	Portable Unit	AF12000E
20 Bay	5th Floor - Telephone	Amcor	Portable Unit	AF12000E

	Room			
20 Bay	5th Floor - Telephone Room	PlasmaCool	Portable Unit	PC14E
20 Bay	7th Floor LAN Room	Daikin	Ceiling Heat Pump	WCWW4019BEYLS01YYACYYY
20 Bay	7th Floor Contact Centre	McQuay	AC#1 - East	Y.CCH.4.024.B.E.Y.R.S.01.YY.A.C.Y.YY.Y.YYY.YYY.YYY.A.Y.YYY.Y.Y.Y.C.1.Y.1
20 Bay	7th Floor Contact Centre	McQuay	AC#2 - Middle	Y.CCH.4.024.B.E.Y.R.S.01.YY.A.C.Y.YY.Y.YYY.YYY.YYY.A.Y.YYY.Y.Y.Y.C.1.Y.1
20 Bay	7th Floor Contact Centre	McQuay	AC#3 - West	Y.CCH.4.024.B.E.Y.R.S.01.YY.A.C.Y.YY.Y.YYY.YYY.YYY.A.Y.YYY.Y.Y.Y.C.1.Y.1
20 Bay	9th Floor LAN Room	ClimateMaster	HP 9.1	TCH060ANC30CLSS
20 Bay	9th Floor LAN Room	ClimateMaster	HP 9.2	TCH060ANC30CLSS
20 Bay	9th Floor LAN Room	ClimateMaster	HP 9.3	TCH060ANC30CLSS
20 Bay	10th Floor LAN - Collaboration Room	Liebert	LAN 10	MM024E-PH030
20 Bay	10th Floor LAN - Collaboration Room	Liebert	LAN 10	MM024E-PH0D0
20 Bay	12th Floor Test Room, South	ClimateMaster	Huron Room 1	TCH042ANC30CLSS
20 Bay	12th Floor Test Room, South	ClimateMaster	Huron Room 2	TCH042ANC30CLSS
20 Bay	12th Floor Test Room, South	ClimateMaster	Superior Room 1	TCH042ANC30CLSS

20 Bay	12th Floor Test Room, South	ClimateMaster	Superior Room 2	TCH042ANC30CLSS
20 Bay	12th Floor Test Room, South	ClimateMaster	Erie Room 1	TCH042ANC30CLSS
20 Bay	12th Floor Test Room, South	ClimateMaster	Erie Room 2	TCH042ANC30CLSS
20 Bay	12th Floor Test Room, South	ClimateMaster	Ontario Room 1	TCH042ANC30CLSS
20 Bay	12th Floor Test Room, South	ClimateMaster	Ontario Room 2	TCH042ANC30CLSS
20 Bay	12th Floor LAN, North	ClimateMaster	LAN Room	TSH070ANCE0CLSS
20 Bay	12th Floor LAN, North	ClimateMaster	LAN Room	TSH070ANCE0CLSS
20 Bay	12th Floor LAN, North	ClimateMaster	LAN Room	TSH070ANCE0CLSS
20 Bay	12th Floor LAN, North	ClimateMaster	LAN Room	TSH070ANCE0CLSS
20 Bay	Production Room - 12th Floor, North	ClimateMaster	Production Room	TCH060ANC30CLSS
20 Bay	Production Room - 12th Floor, North	ClimateMaster	Production Room	TCH060ANC30CLSS
20 Bay	Production Room - 12th Floor, North	ClimateMaster	Production Room	TCH060ANC30CLSS
20 Bay	Training Room - 12th Floor, North	ClimateMaster	Training Room	TCH036AHC30CLSS
20 Bay	Training Room - 12th Floor, North	ClimateMaster	Training Room	TCH036AHC30CLSS

20 Bay	Automated Test Room - 12th Floor, North	ClimateMaster	Automated Test Room	TCH018AGC30CLSS
20 Bay	16th Floor	Daikin	GO Test Room	WCWW4.024.BEYLS01YYACYYY
20 Bay	18th Floor	Mammoth	LAN Room	D019HHU
20 Bay	20th Floor	Daikin	LAN Room	W.CCW.4.030.B.F.Y.RS.01.YY.A.C.Y.YY.Y.YYY.YYY.YYY.A.Y.YYY.Y.Y.YC.1.Y. 1

D. 130 Adelaide (Presto Office)

130 Adelaide Street West	Union Station Spare - Basement Storage	LG	Portable AC Unit	LP1014WNR
130 Adelaide Street West	Union Station Spare - Basement Storage	LG	Portable AC Unit	LP1014WNR
130 Adelaide Street West	15th Floor Lunchroom	FHP	Ceiling Mount HP - Lunchroom	EM036-3HZ
130 Adelaide Street West	15th Floor - LAN	McQuay	Ceiling Mount Heat Pump	WCCW.4.024
130 Adelaide Street West	15th Floor - LAN	LG	Portable AC Unit	LP1014WNR
130 Adelaide Street West	15th Floor - LAN	Plasma Cool	Portable AC Unit	ACW900CH

E. 97 Front Street (Head office/ West Wing)

97 Front Street	Second Floor - LAN 1	McQuay	Glycol Cooled Heat Pump	W.VFC.1.015.B.E.Y.R.T.01.YY.AC.Y.YY.Y.YYY.YYY.YYY.A.Y.YYY.YYY.C.1.Y.1
97 Front Street	Second Floor - LAN 1	LG	Portable AC Unit	
97 Front Street	Second Floor - LAN 2	McQuay	Glycol Cooled Heat Pump	W.VFC.1.015.B.E.Y.R.T.01.YY.AC.Y.YY.Y.YYY.YYY.YYY.A.Y.YYY.YYY.C.1.Y.1
97 Front Street	Second Floor - LAN 2	LG	Portable AC Unit	
97 Front Street	Second Floor - LAN 3	McQuay	Glycol Cooled Heat Pump	W.VFC.1.015.B.E.Y.R.T.01.YY.AC.Y.YY.Y.YYY.YYY.YYY.A.Y.YYY.YYY.C.1.Y.1
97 Front Street	Second Floor - LAN 3	LG	Portable AC Unit	
97 Front Street	Second Floor- LAN 4	McQuay	Glycol Cooled Heat Pump	W.VFC.1.015.B.E.Y.R.T.01.YY.AC.Y.YY.Y.YYY.YYY.YYY.A.Y.YYY.YYY.C.1.Y.1
97 Front Street	Second Floor- LAN 4	LG	Portable AC Unit	
97 Front Street	Third Floor - LAN 1	McQuay	Glycol Cooled Heat Pump	W.VFC.1.015.B.E.Y.R.T.01.YY.AC.Y.YY.Y.YYY.YYY.YYY.A.Y.YYY.YYY.C.1.Y.1
97 Front Street	Third Floor - LAN 1	LG	Portable AC Unit	
97 Front Street	Third Floor - LAN 2	McQuay	Glycol Cooled Heat Pump	W.VFC.1.015.B.E.Y.R.T.01.YY.AC.Y.YY.Y.YYY.YYY.YYY.A.Y.YYY.YYY.C.1.Y.1
97 Front Street	Third Floor - LAN 2	LG	Portable AC Unit	
97 Front Street	Third Floor - LAN 3	McQuay	Glycol Cooled Heat Pump	W.VFC.1.015.B.E.Y.R.T.01.YY.AC.Y.YY.Y.YYY.YYY.YYY.A.Y.YYY.YYY.C.1.Y.1

97 Front Street	Third Floor - LAN 3	LG	Portable AC Unit	
97 Front Street	Third Floor - LAN 4	McQuay	Glycol Cooled Heat Pump	W.VFC.1.015.B.E.Y.R.T.01.YY.AC.Y.YY.Y.YYY.YYY.YYY.A.Y.YYY.YYY.C.1.Y.1
97 Front Street	Third Floor - LAN 4	LG	Portable AC Unit	
97 Front Street	Fourth Floor - AV Server Room	McQuay	Glycol Cooled Heat Pump	W.VFC.1.015.B.E.Y.R.T.01.YY.AC.Y.YY.Y.YYY.YYY.YYY.A.Y.YYY.YYY.C.1.Y.1
97 Front Street	Fourth Floor - AV Server Room	LG	Portable AC Unit	
97 Front Street	Fourth Floor - LAN 1	McQuay	Glycol Cooled Heat Pump	W.VFC.1.015.B.E.Y.R.T.01.YY.AC.Y.YY.Y.YYY.YYY.YYY.A.Y.YYY.YYY.C.1.Y.1
97 Front Street	Fourth Floor - LAN 1	LG	Portable AC Unit	
97 Front Street	Fourth Floor - LAN 2	McQuay	Glycol Cooled Heat Pump	W.VFC.1.015.B.E.Y.R.T.01.YY.AC.Y.YY.Y.YYY.YYY.YYY.A.Y.YYY.YYY.C.1.Y.1
97 Front Street	Fourth Floor - LAN 2	LG	Portable AC Unit	
97 Front Street	Fourth Floor - LAN 3	McQuay	Glycol Cooled Heat Pump	W.VFC.1.015.B.E.Y.R.T.01.YY.AC.Y.YY.Y.YYY.YYY.YYY.A.Y.YYY.YYY.C.1.Y.1
97 Front Street	Fourth Floor - LAN 3	LG	Portable AC Unit	
97 Front Street	Fourth Floor - LAN 4	McQuay	Glycol Cooled Heat Pump	W.VFC.1.015.B.E.Y.R.T.01.YY.AC.Y.YY.Y.YYY.YYY.YYY.A.Y.YYY.YYY.C.1.Y.1
97 Front Street	Fourth Floor - LAN 4	LG	Portable AC Unit	
97 Front Street	Fifth Floor Mechanical Room	McQuay	FCU-A-137	F.CZH.I.J.70.K.00.AY.I8.A.I.B.I

F. 277 Front Street (Transit Safety/ I&IT Office)

277 Front Street West	1st Floor Computer Room	Liebert	CRU-1-1	BU102C-BD00675A
277 Front Street West	1st Floor Computer Room	LG	Portable Unit	LP1215GXR
277 Front Street West	1st Floor Computer Room	LG	Portable Unit	LP1215GXR
277 Front Street West	1st Floor Dispatch Office - Outside in Ceiling	International Environmental Group	FCU-1-1	HBD1600282453
277 Front Street West	Mechanical Room	Addison	CH-1-01	WWC300E0005B
277 Front Street West	2nd Floor LAN Room - in ceiling	Liebert	CRU-2	MMD23CDP0000S05
277 Front Street West	2nd Floor LAN Room	LG	Portable Unit	LP1214GXR
277 Front Street West	2nd Floor RTSI Room - Ceiling	International Environmental Group	FCU-2-03	HPY1400282454
277 Front Street West	2nd Floor Kitting Room 1	International Environmental Group	FCU-2-02	HBD1600282454
277 Front Street West	2nd Floor Kitting Room 2	International Environmental Group	FCU-2-01	HBD1600282454
277 Front Street West	2nd Floor Mechanical Room Chiller	Addison	CH-2-01	WWC300E0005B
277 Front Street West	3rd Floor LAN - above project room 3	Liebert	CRU-3	MMD23CDP0000S05
277 Front Street West	3rd Floor LAN	LG	Portable Unit	LP1214GXR
277 Front Street West	3rd Floor IT Service Desk Room - Ceiling Unit	International Environmental Group	FCU-3-02	HBD1600282454
277 Front Street West	3rd Floor NOC Room - Ceiling Unit	International Environmental	FCU-3-01	HPY1000282456



		Group		
277 Front Street West	3rd Floor Mechanical Room Chiller	Addison	CH-3-01	WWC120D0005B
277 Front Street West	4th Floor LAN - above workstation 4058	Liebert	CRU-4	MMD23CDP0000S05
277 Front Street West	4th Floor LAN	LG	Portable Unit	LP1214GXR
277 Front Street West	4th Floor Mechanical Room Chiller	Addison	CH-4-01	unknown
277 Front Street West	5th Floor LAN - above Felix Soare workstation	Liebert	CRU-5	MMD23CDP0000S05
277 Front Street West	5th Floor LAN	LG	Portable Unit	LP1215GXR