



## **NOTICE TO VENDORS**

It is highly recommended that a thorough review of the Proposal Document be completed upon purchase. Metrolinx has revised several sections of the Definitions, Instructions to Proponents, Proposal Document Forms, General Conditions of the Contract and Scope of Work.

Specifically, changes have been made to how Bid Deposits and Agreement to Bonds or alternatives are to be submitted.

Failure to read and comply with the current Proposal Document requirements may result in your Submission being declared non-compliant and disqualified.

## Request to Qualify and Quote for

Request Description:	Consulting Service for the Preliminary Design and EA/TPAP for the Durham-Scarborough Bus Rapid Transit Corridor
Request Number:	RQQ-2018-PPDD-244

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**Consulting Service for the Preliminary Design and EA/TPAP for the  
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Any Addenda/Addendum issued hereto shall form part of this Request Document and any resultant Contract(s) for the Work.

## PROPONENT'S SUBMISSION CHECKLIST

### Consulting Service for the Preliminary Design and EA/TPAP for the Durham-Scarborough Bus Rapid Transit Corridor RQQ-2018-PPDD-244

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#### Submission Checklist

The following checklist provides the Proponent with a consolidated listing of the requirements for the Submission. Proponents should review the checklist prior to the Submission to ensure compliance.

Requirement	Confirmation (left click with your mouse in the box to select)
The Submission has been submitted by the E-Bid Authorized Signer.	<input type="checkbox"/>
The Proponent has read through all the Request Documents including any Addenda that have been issued and all these have been considered in the Submission.	<input type="checkbox"/>
The Proponent has reviewed the mandatory requirements and acknowledges that it meets all mandatory requirements in order for their Submission to be considered further.	<input type="checkbox"/>
The Proponent has reviewed the RQQ Timetable and understands all the dates and timelines associated with this RQQ Process	<input type="checkbox"/>
Contact information for the individual responsible for the Submission has been included in “ <b>Request Document Form: Form of Request</b> ”.	<input type="checkbox"/>
The Proponent understands the requirements for Electronic Bid Submission and shall comply with the Submission requirements.	<input type="checkbox"/>
The Proponent's Submission has been prepared in accordance with the Instructions to Proponents (i.e. mandatory formats, templates and requirements) as outlined in the Request Documents.	<input type="checkbox"/>
The Proponent's Price Submission has been completed in full and included with the Submission.	<input type="checkbox"/>
The Proponent has not included any qualifying statements in its Submission.	<input type="checkbox"/>
If a Joint Venture, a copy of the Joint Venture agreement electing the Participant-in-Charge is attached.	<input type="checkbox"/>
The Proponent has completed and included all Request Document Forms with their/the Submission.	<input type="checkbox"/>

## **INTRODUCTION**

### **Consulting Service for the Preliminary Design and EA/TPAP for the Durham-Scarborough Bus Rapid Transit Corridor RQQ-2018-PPDD-244**

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#### **1.0 General**

- 1.1 Metrolinx is issuing this Request to Qualify and Quote to retain the services of a Vendor to provide the goods and/or services described herein. Metrolinx intends to notify a Proponent of acceptance of its Submission and enter into a Contract through an open, fair and competitive process.
- 1.2 You are invited to submit your Submission for Request No. RQQ-218-PPDD-244, as more particularly described in this Request Document as required by Metrolinx for the Consulting Service for the Preliminary Design and EA/TPAP for the Durham-Scarborough Bus Rapid Transit Corridor.

## DEFINITIONS

### 1.0 In this Request Document,

- 1.1 **“Acceptance into Service”** means the act of Metrolinx allowing Products and/or Work, subject to Commissioning, to enter operational service,
- 1.2 **“Addenda”/“Addendum”** is the formal written release of additions, deletions, revisions, clarifications to this Request Document, via the Metrolinx MERX Portal, that form a part of the Request Document and subsequently the Contract as specified in Section 4.0 of Instructions to Proponents.
- 1.3 **“Applicable Laws”** means all applicable laws, statutes, regulations, orders, by-laws, treaties, judgments, decrees and ordinances applicable from time to time and, whether or not having the force of law, 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,
- 1.4 **“Approval(s)”** means any permits, licences, concepts, approvals clearances, orders, ordinances, registrations, filings or other authorizations respecting the Work as may be requested from any applicable Government Authority or otherwise by the Contract Documents.
- 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 Items”** means those items, work and/or services identified in the Articles of Agreement as items to be paid for using the designated Cash Allowance.
- 1.7 **“Cash Allowance”** means a sum included in the Estimated Contract Price by Metrolinx as a predetermined allowance to cover the items identified in the Articles of Agreement Cash Allowance Items
- 1.8 **“Change”** means any contractual or operational change, including requested changes to the Work or requests for additional Work,
- 1.9 **“Closing”** means the deadline for Metrolinx to receive Submissions as specified in “Closing” of Section 1.2, RQQ Timetable, of Instructions to Proponents.
- 1.10 **“Commissioning” or “Commission”** is the execution of final tests, completion of which permit Acceptance into Service, necessary to confirm that



## DEFINITIONS

Work is safe, fit-for-purpose, and compliant with the Contract Documents and all Standards and Approvals,

1.11 “**Conflict of Interest**” means:

- (a) in relation to this RQQ Process, the Proponent has an unfair advantage or engages in conduct, directly or indirectly, that may give it an unfair advantage, including but not limited to (i) having, or having access to, confidential information of Metrolinx in the preparation of its Submission that is not available to other Proponents, (ii) communicating with any person with a view to influencing preferred treatment in this RQQ Process (including but not limited to the lobbying of decision makers involved in this RQQ Process), or (iii) engaging in conduct that compromises, or could be seen to compromise, the integrity of this RQQ Process; or
- (b) in relation to the performance of its contractual obligations contemplated in the Contract that is the subject of this procurement, the Proponent’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 judgement, or (ii) could, or could be seen to, compromise, impair or be incompatible with the effective performance of its contractual obligations.

1.12 “**Contract**” means this contract between the Vendor and Metrolinx pursuant to this Request No. RQQ-2018-PPDD-244 including the Articles of Agreement, Addenda, the General Conditions of the Contract, the Contract Documents, and any and all other documents referenced therein.

1.13 “**Contract Documents**” means the Contract and those documents listed in List of Contents and any written amendments thereto as agreed to by the Parties.

1.14 “**Corporate Firm**” means any one of the following: a) the Proponent, b) the Proponent and its Subvendors, or c) the Joint Venture, responding to this Request Document.

1.15 “**Drawings**” if applicable to this Request Document, describe the detailed technical requirements of the Work and form part of the Scope of Work contained herein.

1.16 “**EBS**” means Electronic Bid Submission.

1.17 “**E-Bid Authorized Signer**” is the designated individual in the Proponent’s organization who has the authority to bind the Proponent to each and every term, condition, article and obligation of the Request Document and any resultant Contract.

## DEFINITIONS

- 1.18 “**E-Bid Confirmation Number**” is the receipt received by a Proponent from the Metrolinx MERX Portal indicating that the Submission was uploaded successfully.
- 1.19 “**Estimated Contract Price**” means the total set out in Request Document Form:  
- Contract Prices.
- 1.20 “**Evaluation Committee**” means the individuals chosen by Metrolinx to evaluate the Submissions based on the Evaluation Criteria outlined in this Request Document.
- 1.21 “**Evaluation Criteria**” means the criteria for scoring the Submission as stated in Section 2.0 of Evaluation Criteria and Selection Process.
- 1.22 “**FIPPA**” means the Freedom of Information and Protection of Privacy Act, and any amendments or successor legislation. FIPPA is Provincial legislation regulating the collection, retention, access, use and disclosure of “Personal Information” by or on behalf of Metrolinx, and shall be applicable to the Contract including all Work provided pursuant to the Contract.
- 1.23 “**Joint Venture**” means a business arrangement of two or more parties proposed for this RQQ Process further described in Section 16.0 of Instructions to Proponents.
- 1.24 “**Key Personnel**” means the individual identified by name in “Request Document Form - Technical Submission Section 3: Key Personnel Experience, Qualifications and Reference Projects or in the Proponent’s Submission”.
- 1.25 “**Metrolinx**” is a provincial crown agency continued under Metrolinx Act, S.O. 2006, Chapter 16, and its successors and assigns and shall have the same meaning ascribed to “Metrolinx” in Schedule A - Definitions of General Conditions of the Contract.
- 1.26 “**Metrolinx MERX Portal**” is the electronic bid solicitation and Vendor Submission website ([www.metrolinx.merx.com](http://www.metrolinx.merx.com)) that facilitates Metrolinx and Proponent interaction as it directly relates to the; download by a Vendor of Metrolinx Request Documents including Addenda from, and upload by a Vendor of a Submission to Metrolinx in response to, this RQQ Process.
- 1.27 “**Option**” means a component of the Work that is to be exercised at the sole discretion of Metrolinx.
- 1.28 “**PDF**” means Portable Document Format.

## DEFINITIONS

- 1.29 **“Participant in Charge”** shall have the same meaning ascribed in Section 16.2 of Instructions to Proponents.
- 1.30 **“Parties”** means both of Metrolinx and the Vendor and a **“Party”** means either one of them.
- 1.31 **“Person”** means any individual, sole proprietorship, 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,
- 1.32 **“Place of the Work”** is the designated site or location of the Work.
- 1.33 **“Pricing Submission”** means the Proponent's response to Section 5.0, Price Submission, of “Submission Requirements” and any additional information requested by Metrolinx relating thereto.
- 1.34 **“Procurement Office”** means Metrolinx Procurement Services office located at 277 Front Street West, 4th Floor, Mail Room, Toronto, Ontario, Canada, M5V 2X4.
- 1.35 **“Procurement Representative”** means the following individual in the Procurement Services Department:

Rachael Yiu, Procurement Office	
Telephone number	(416) 202-5551
Email	Rachael.Yiu@metrolinx.com

- 1.36 **“Project”** means the Contract for Preliminary Design and Engineering Services and Environmental Assessment for Durham Scarborough BRT.
- 1.37 **“Project Manager”** means Project Coordinator for Metrolinx,
- 1.38 **“Project Team”** means the Project Team, or the Project Delivery Team, including representatives from Metrolinx, City of Toronto, Durham Region, DRT and TTC.
- 1.39 **“Proponent”** means the entity that submits a Submission in response to this Request Document and who, if notified of acceptance of its Submission by Metrolinx, shall execute the Contract with Metrolinx for provision of the Work.
- 1.40 **“Request Document”** means this Request document comprised of sections listed in the List of Contents, issued by Metrolinx for the Work to be provided, and any Addenda thereto.

## DEFINITIONS

- 1.41 “**Request Document Form(s)**” means any sections of this Request Document which require completion and must be included with the Submission.
- 1.42 “**RER**” means Regional Express Rail and/or GO Expansion.
- 1.43 “**ROW**” means Right Of Way,
- 1.44 “**RQQ Process**” means the procurement process for this Request as set out in the Request Document herein.
- 1.45 “**Scope of Work**” describes the general and detailed requirements of the Work and is to be read in conjunction with any Drawings contained herein, if applicable.
- 1.46 “**Submission**” means all documentation which the Proponent shall be bound to and other materials and information submitted electronically by the Proponent’s E-Bid Authorized Signer through the Metrolinx MERX Portal in response to this Request Document or in respect of this RQQ Process.
- 1.47 “**System**” means group of interacting Subsystems or Products,
- 1.48 “**Subconsultant**” means an individual, firm, partnership or corporation having a direct contract with the Consultant or another Subconsultant to perform a part or parts of the Work.
- 1.49 “**Supplier**” means an individual, firm, partnership or corporation having a direct contract with the Consultant or another Subconsultant to provide goods and services required to carry out the Work.
- 1.50 “**Technical Submission**” means the Proponent’s response to Section 3.0, Technical Submission, of Submission Requirements and any additional information requested by Metrolinx relating thereto.
- 1.51 “**Subvendor**” means an individual, firm, partnership or corporation having a direct contract with the Vendor or another Subvendor to perform a part or parts of the Work.
- 1.52 “**Supplier**” means an individual, firm, partnership or corporation having a direct contract with the Vendor or another Subvendor to provide goods and services required to carry out the Work.
- 1.53 “**Vendor**” means the Proponent identified on Page 1 of “Request Document Form: Form of Request” and who, if notified of acceptance of its Submission by Metrolinx, shall execute the Contract with Metrolinx for provision of the Work.

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- 1.54 “**Vendor Performance Management (VPM)**” shall have the meaning ascribed in Section 26.0 of Instructions to Proponents.
- 1.55 “**Vendor Performance Rating (VPR)**” is the average of a vendor's performance evaluation scores in a particular category (as assessed by or on behalf of Metrolinx) for a thirty-six (36) month period preceding the Closing. If a Bidder has not completed any work for Metrolinx in the three (3) years preceding the Closing, for the purpose of evaluating the Submission, the Bidder will be assigned a VPR which is the straight average of all the VPR's of all vendors in a particular category who have performed services for Metrolinx during the prior fiscal year.
- 1.56 “**Work**” means the preliminary design, the preliminary design business case and the TPAP for the Durham-Scarborough BRT including all the activities, services, goods, equipment, matters and things required to be done under the Contract, including all of the work, labour, services, goods, equipment, if applicable, described in the Scope of Work and Drawings.
- 1.57 “**Working Day**” means Monday to Friday 8:00- 17:00.

## INSTRUCTIONS TO PROPONENTS

### Consulting Service for the Preliminary Design and EA/TPAP for the Durham-Scarborough Bus Rapid Transit Corridor RQQ-2018-PPDD-244

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#### 1.0 General

- 1.1 The Proponent's Submission will be evaluated in accordance with "Submission Requirements" and "Evaluation Criteria and Selection Process" sections.

1.2 RQQ Timetable

<b>Milestone</b>	<b>Date</b>
Issuance of Request Document	August 28, 2018
Deadline to Submit Questions	September 6, 2018
Last day for issuance of Addenda	September 13, 2018
Closing	September 18, 2018@ 3:00 p.m. Toronto, Ontario time
Proponent Presentations	To be determine
Estimated Commencement Date of Work	Award to Contract

Metrolinx may, without liability, cost or penalty and in its sole discretion amend the RQQ Timetable.

#### 2.0 Request Enquiries and Requests for Clarifications, Changes or Revisions

- 2.1 All written enquiries and other communications prior to full Contract execution are to be directed solely to the Procurement Representative.
- 2.2 Information communicated to anyone else shall be considered informal and Metrolinx shall not be bound by any information given in such a manner.
- 2.3 Any questions concerning this Request Document, the contents herein, including General Conditions of the Contract, or the Work contemplated herein are to be directed, in writing, to the Procurement Representative prior to the deadline for submitting questions. No questions or requests for clarifications, changes or amendments of this Request Document, including the General Conditions of the Contract, shall be entertained after this time regardless of the reason. To allow for dialogue on any questions or requests, Metrolinx encourages Proponents to submit their questions or requests early in the question and answer (referred to as "Q and A") process. When seeking changes or amendments to any of the terms and conditions of this RQQ Process, including the terms contained in General Conditions of the Contract, the Proponent should provide sufficient detail to provide Metrolinx with an understanding of the rationale for the change or amendment and, if applicable, the Proponent should propose the language that would address its concern(s).

## **INSTRUCTIONS TO PROPONENTS**

### **Consulting Service for the Preliminary Design and EA/TPAP for the Durham-Scarborough Bus Rapid Transit Corridor RQQ-2018-PPDD-244**

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- 2.4 All questions/requests for clarification, change or amendment related to this Request Document are to be submitted via e-mail to the attention of the Procurement Representative using the question and answer form attached separately as:

“Q and A Form RQQ-2018-PPDD-244”

In the table provided in the Q and A Form, indicate the document section related to each question being submitted as well as page, document title, drawing no., section number and details of the specific question/request. For each set of questions submitted by the Proponent, a new copy of the above referenced Q and A Form should be submitted.

- 2.5 When necessary, revisions to, or clarifications of the Request Documents will be incorporated into a written Addendum issued by the Procurement Representative identified herein. Information regarding this Request Document or the Work, whether provided by the Procurement Representative identified herein, or from any other source, whether verbally or in writing, shall be considered informal and Metrolinx shall not be bound by, or liable for, any such information unless incorporated into a written Addendum.

### **3.0 Mandatory Site/Information Meeting**

- 3.1 Not Applicable

### **4.0 Addenda / Changes to the Request Documents**

- 4.1 In the event that Metrolinx determines in its sole discretion that clarifications and/or revisions to this Request Document are required, Metrolinx shall issue an Addendum. Information concerning Addenda can be found through the Metrolinx MERX Portal for this RQQ Process. Proponents are urged to select automatic notification of Addenda issuance when registering on the Metrolinx MERX Portal.
- 4.2 It is the Proponent's responsibility to ensure that they have obtained copies of all Addenda, and to ensure that the Addenda have been considered in their Submission. Addenda/Addendum shall become part of this Request Document and the contents thereof shall be allowed for in the prices bid for the Work.
- 4.3 The Proponent, when ascertaining if copies of all Addenda issued have been obtained, shall be responsible for allowing sufficient time prior to the Closing to obtain any missing Addenda and to review and allow for the contents thereof in its Submission.

## INSTRUCTIONS TO PROPONENTS

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- 4.4 The Proponent shall submit the Submission using the most current Request Document Forms as issued via Addenda. Failure to use the most current pages of the Request Document Forms may result in the Submission being found non-compliant and disqualified.

#### **5.0 Request Submission**

- 5.1 Submissions shall only be accepted electronically via the Metrolinx MERX Portal. Submissions submitted in any other manner shall be found non-compliant and disqualified.
- 5.2 It is the Proponents sole responsibility when submitting a Submission to Metrolinx to exercise extreme care when completing and submitting all required documents and/or information. Failure of the Proponent to include all required documents and/or information may result in the Proponent's Submission being found non-compliant and disqualified.
- 5.3 Proponents shall examine carefully the whole of the Request Document and any data referred to therein. They shall make the necessary investigations to inform themselves thoroughly as to the character and magnitude of the Work.
- 5.4 The Proponent shall not claim at any time after the Closing and/or after notification of acceptance of its Submission that there was any misunderstanding or uncertainty in regards to the Request Document or any of the contents therein. No plea of ignorance of conditions which exist, or any conditions or difficulties that may be encountered, shall be accepted as a reason for failure to complete the Contract or as a basis for claims for additional compensation or extension of time.
- 5.5 Submissions should be completed fully in a clear and comprehensible manner.
- 5.6 The Submission shall be submitted on the most current Request Document Forms issued by Metrolinx and except for designated sections where the Proponent is to enter information, the Request Document and Request Document Forms shall not be altered in any way including, but not limited to, write-ins, strike-outs of the pre-printed provisions or any other conditional or qualifying statements.
- 5.7 Any Submission which contains such conditional and/or qualifying statements may be found non-compliant and disqualified unless such conditional and/or qualifying statements are withdrawn in writing by the Proponent, upon request by Metrolinx.
- 5.8 If during the preparation of their Submission, the Proponent desires to make a change which requires correction, alteration or erasure to any information



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previously entered in a designated section of the Submission by the Proponent, documents that have been uploaded to the Metrolinx MERX Portal may be added, removed and/or re-submitted as often as required at any time, prior to Closing.

- 5.9 All prices shall be firm and quoted in Canadian funds. The prices quoted in the Submission shall represent full payment for all such Work as is necessary for the proper completion of the Contract.
- 5.10 For assistance with registration and login credentials, subscription information, fees, and general use of the Metrolinx MERX Portal, please watch the online Electronic Bid Submission tutorial at: <https://www.youtube.com/watch?v=To0fqScw3M>. Alternatively, you can contact MERX directly at 1-800-964-MERX (6379). For additional Metrolinx MERX Portal guidelines, refer to the document entitled “Metrolinx MERX Portal - General Information” under “Attachments” in this Request Document.
- 5.11 Information contained in the most recent Submission submitted via the Metrolinx MERX Portal and received prior to the Closing will take precedence over the information contained in previously received Submissions from the Proponent.
- 5.12 The Proponent may withdraw a Submission at any time prior to the Closing specified by Metrolinx by logging into [www.metrolinx.merx.com](http://www.metrolinx.merx.com).

#### **6.0 Submission Deadline**

- 6.1 Submissions must be electronically uploaded via the Metrolinx MERX Portal by the Closing. Any Submission or portions thereof received after the Closing (as confirmed by MERX Audit Report if submitted via the Metrolinx MERX Portal) shall be found non-compliant and the entire Submission shall be disqualified regardless of the reason for lateness. The Proponent shall submit the Submission within sufficient time to ensure its arrival before the Closing.
  - (a) If the Proponent attempts to submit their Submission, or portions thereof, after the Closing, such documents shall not be accepted by the MERX system.
  - (b) In the event that the MERX system allows late Submissions, this will not supersede any stipulations herein regarding late submissions.
- 6.2 Upon successful completion of the electronic submission process, the Proponent shall be provided with an E-bid Confirmation Number indicating that the Submission was uploaded successfully.

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- 6.3 Metrolinx reserves the right to postpone the Closing at which time all potential Proponents shall be advised of the new Closing by way of Addenda.
- 6.4 After the Closing has occurred, all Submission received will be opened by Metrolinx staff. There shall be no public access to this opening. Results of the opening of Submissions will be made public within approximately 24 hours on the Metrolinx MERX Portal (search the Request Number and select “Bid Results”).
- 6.5 Upon execution of the final Contract, all Proponents that have submitted a Submission shall be notified in writing of the results of the award to the successful Proponent. Results of the award to the successful Proponent shall also be posted on the Metrolinx MERX Portal. (Search the Request Number and select “Awards”).

#### **7.0 Clarification of Submissions**

- 7.1 Metrolinx reserves the right, within one hundred and eighty (180) calendar days following the Closing, to request that any Proponent clarify its Submission or provide the required supporting documentation specified in “Request Document Form: Mandatory Corporate, Personnel and Technical Requirements”, and such Proponents shall submit responses to such request within five (5) Business Days following receipt of such request or within such shorter time as Metrolinx may require. Metrolinx may, in its sole discretion, choose to meet with some or all of the Proponents to discuss aspects of their Submission. Metrolinx may require Proponents to submit additional information clarifying any matters contained in their Submission, provide confirmation of any matters contained in their Submission or prepare a written interpretation of any aspect of a Submission for the respective Proponent’s acknowledgement of that interpretation. Any unsolicited information shall not be considered.
- 7.2 Such information accepted by Metrolinx and written interpretations which have been acknowledged by the relevant Proponent shall be considered to form part of the Submission of those Proponents.
- 7.3 After the Closing, only information specifically requested by Metrolinx for purposes of clarification or to substantiate compliance with a mandatory requirement, shall be considered as additions to a Proponent’s Submission.
- 7.4 Metrolinx is not obliged to seek clarification of any aspect of a Submission.

#### **8.0 Corporate Firm and Team Qualifications and Experience**

- 8.1 Only the Submissions of qualified Proponents will be considered for acceptance by Metrolinx, in accordance with Evaluation Criteria and Selection Process.

## **INSTRUCTIONS TO PROPONENTS**

### **Consulting Service for the Preliminary Design and EA/TPAP for the Durham-Scarborough Bus Rapid Transit Corridor RQQ-2018-PPDD-244**

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- 8.2 Refer to Submission Requirements for the required corporate and key personnel qualifications and experience pertaining to this Request Document. “Request Document Form: Technical Section 3, Key Experience, Qualification and Reference Projects, Section 2.0”.
- 8.3 Metrolinx may, in its sole discretion, waive the requirement to contact references provided by any Proponent and rely on the detailed descriptions provided by the Proponent in the “Request Document Forms: Technical Submissions 2, Corporate Firm Reference Project, Section 2.0”.
- 8.4 When completing Request Document Forms related to experience and qualifications, the Proponent should list relevant work that has been completed or that is ongoing under a Metrolinx contract. In its determination of whether a Proponent meets the requirements of Sections 8.1 through 8.3 herein, Metrolinx may, in its sole discretion exercise its rights under Section 12.1(g) of Rights of Metrolinx herein.
- 8.5 Before any Submission is accepted, any Proponent may be required to demonstrate to the satisfaction of Metrolinx, that it is capable of performing the Work. Metrolinx reserves the right to make any and all further investigations it deems, in its sole opinion, necessary, and prior to the acceptance of any Submission, to determine if a Proponent is qualified to perform the Work.
- 8.6 In the event the Proponent does not demonstrate to the satisfaction of Metrolinx that it possesses the necessary qualifications and experience required for acceptance of its Submission by Metrolinx, the Proponent’s Submission shall be found non-compliant and disqualified.

#### **9.0 Insurance**

- 9.1 The Proponent shall, in accordance with the General Conditions of the Contract, provide a valid certificate of insurance in the types and amounts specified, within five (5) Business Days of notification of acceptance of its Submission by Metrolinx. This requirement is a pre-condition of execution of the Contract. Failure by the successful Proponent to comply with this requirement shall result in acceptance of the Proponent's Submission to be declared void.

#### **10.0 Workplace Safety and Insurance Clearance Certificate**

- 10.1 The Proponent shall, in accordance with Schedule C: Insurance, of General Conditions of the Contract, provide a valid Workplace Safety and Insurance Clearance Certificate for the premium rate class, subclass or group as appropriate for the Work of this Contract, as issued by the Workplace Safety and Insurance Board, within five (5) Business Days of notification of acceptance of its Submission by Metrolinx. Failure by the successful Proponent to comply with

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this requirement shall result in acceptance of the Proponent's Submission to be declared void.

#### **11.0 Parent Company Indemnity**

11.1 Solely upon Metrolinx request, within five (5) Business Days of notification of acceptance of its Submission by Metrolinx, as a pre-condition to execution of the Contract, the Proponent may be required to submit a 'Guarantee' from its parent company, if there is one, included as "Parental Guarantee" and provided under Attachments, or in a form satisfactory to Metrolinx and indicating that the Parent company agrees to provide all the necessary financial and technical support for the proper completion of the said Contract and shall guarantee the performance of the said Contract in accordance with the terms and conditions, including timely completion thereof, and agrees to guarantee the Work for the warranty period(s) stipulated therein. This requirement shall be exercised by Metrolinx based on Metrolinx's assessment, in its sole discretion, of the Proponent's financial capacity, corporate structure (i.e. if it is a subsidiary), scale and value of the Work and other risk factors.

11.2 Failure by the successful Proponent to comply with this requirement shall result in acceptance of the Proponent's Submission to be declared void.

#### **12.0 Rights of Metrolinx**

12.1 Metrolinx reserves the right, in its sole discretion:

- (a) to cancel this call for Requests and any acceptance of a Submission for any reason and at any time prior to final execution of the Contract by Metrolinx, without any obligation or any reimbursement to the Proponent;
- (b) to reject any or all Submissions. The Submission with the lowest price will not necessarily be accepted. Metrolinx's selection will be based on which Proponent has provided a Submission which Metrolinx determines, in its sole discretion, to provide the greatest value based on quality, service and price based on the evaluation criteria contained in this Request Document;
- (c) to disqualify any Submission which contains misrepresentations or any other inaccurate or misleading information;
- (d) to waive any requirement of this Request Document or request amendment of a Submission by the Proponent where, in the sole opinion of Metrolinx, there is an irregularity or omission in the information provided that is not material to the Submission unless a specific consequence has been identified herein for the commission of such an irregularity or omission;

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- (e) to waive the requirement to check references;
- (f) to not respond to a Proponent's questions;
- (g) to use its own experiences, and the experiences of any other third party, with the Proponent in previous contracts in order to evaluate the Proponent's Submission. Specifically to,
  - (i) take into account the experience of Metrolinx itself in dealing with the Proponent in circumstances where the Proponent has carried out (or is carrying out) a project for Metrolinx (whether or not the Proponent has listed such project in the applicable Request Document Forms); and
  - (ii) make general inquiries of third parties with respect to the qualifications of a Proponent and take the results of these general inquiries into account (whether or not the Proponent has listed the third party or the applicable project in the applicable Request Document Forms.
- (h) to issue or not to issue a notification of acceptance of a Proponent's Submission based on submitted references and/or references independently obtained by Metrolinx;
- (i) to issue or not to issue a notification of acceptance of a Proponent's Submission based on the Corporate Firm's experiences with Metrolinx or other departments or agencies within the Ontario government, if the Corporate Firm:
  - (i) was/were previously given a "Notification of Award" of contract by a department or agency within the Ontario government and defaulted in proceeding with the work of the contract;
  - (ii) failed or refused to comply with any applicable federal, provincial or municipal law governing a bid or a prior contract with a department or agency within the Ontario government;
  - (iii) had a previous contract with a department or agency within the Ontario government that was terminated for default in the past year; or
  - (iv) is an affiliate of or successor to any corporation described in Sections 12.1(i)(i)(i) through (iii) above, including any firm that is controlled within the meaning of the Ontario Business Corporations Act by the

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same person or group of persons who so controlled any corporation described in Sections 12.1(i)(i) through (iii) above.

- (j) to reject any Proponent's Submission during this RQQ Process and any proponent submission from a procurement process, due to unsatisfactory performance history with Metrolinx;
- (k) to request a listing of all projects, regardless of scope, complexity or estimated value, completed for or terminated by Metrolinx within the past three (3) years or currently active;
- (l) to distribute via Addenda, copies of any Proponent's questions received and responses provided by Metrolinx, to all Proponents who received this Request Document;
- (m) to request that a Proponent voluntarily withdraw its Submission without penalty, where in the opinion of Metrolinx the Submission is substantially below internal budget estimates and therefore the Work would not be satisfactorily completed;
- (n) to request that a Proponent voluntarily withdraw from its Submission, without penalty, any conditional and/or qualifying statements, as determined by Metrolinx in its sole discretion;
- (o) to disqualify any Submission where the Proponent does not voluntarily withdraw parts of, or all of, its Submission, as requested by Metrolinx under sections 12.1(m) or 12.1(n);
- (p) to postpone the Closing, at which time all Proponents who received Request Documents shall be advised of the new Closing via written Addenda;
- (q) to within one hundred and eighty (180) days following Closing, exercise any rights under Section 7.1 of Instructions to Proponents;
- (r) to correct arithmetical and/or carry forward errors in any or all Submissions where such errors affect extended totals, the Estimated Contract Price, H.S.T. and/or Grand Total. Arithmetical corrections shall only be made based upon the unit prices submitted by the Proponent. Corrections to extensions, sums, differences, carry forward errors or other arithmetical operations based on the unit prices submitted will be identified on the Request Document by Metrolinx and acknowledged in each instance by the initials of the Proponent's and Metrolinx's authorized signatories. Such corrections will become part of the Proponent's Submission. Failure of the Proponent to acknowledge such corrections shall result in its Submission being found non-compliant and disqualified;

## **INSTRUCTIONS TO PROPONENTS**

- (s) to, upon failure of the Proponent whose Submission was accepted to fulfill the conditions of Section 13.2 of Instructions to Proponents, cancel acceptance of the Proponent's Submission by Metrolinx and consistent with industry practice, notify another Proponent who was determined to be qualified in accordance with the Submission Evaluation Criteria stated herein and who submitted a compliant Submission, that its Submission has been accepted and, subsequent to the fulfillment of the conditions of Section 13.2 of Instructions to Proponents, and for Metrolinx to issue a notification of acceptance of the Submission to that Proponent.

### **13.0 Contract To Be Executed**

- 13.1 Metrolinx shall notify the Proponent in writing of acceptance of its Submission. Metrolinx will prepare the Articles of Agreement and bind it into the Contract. Two (2) copies of the Contract will be forwarded to the Proponent for review and execution.
- 13.2 The Contract shall be executed by the Proponent and delivered to Metrolinx within five (5) Business Days of notification to the Proponent that Metrolinx has accepted its Submission. Failure by the Proponent to execute and deliver the Contract with the required Insurance Certificates, Workplace Safety and Insurance Clearance Certificate, and if requested the Parental Guarantee and any other documents as may be required within the specified time, could result in the cancellation of the acceptance of the Proponent's Submission.
- 13.3 Upon failure of the Proponent, whose Submission was accepted, to fulfil the conditions of Section 13.2 herein, Metrolinx may, at its sole discretion, cancel acceptance of the Proponent's Submission consistent with Section 12.1(s) of Instructions to Proponents.
- 13.4 There shall be no binding contract for the supply of the Work unless and until Metrolinx and the Proponent whose Submission has been accepted have executed the written agreements contemplated in the Request Document.
- 13.5 The Proponent shall not start the Work before the Contract has been executed by the Proponent and Metrolinx and all documents required by the Request Document, as a condition of acceptance, have been delivered to Metrolinx.

### **14.0 Subvendors**

- 14.1 Proponents shall be responsible for the distribution of all the instruments of the Request Document and Addenda/Addendum thereto to all Subvendors.
- 14.2 Metrolinx or its representatives will have no obligation whatsoever to supply any Subvendor with all or part of the Request Document and Addenda thereto, and

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shall not be liable for any damages suffered by any Proponent whose Subvendor does not receive or review the Request Document or Addenda/Addendum. No claims for payment or for a change order will be entertained because of the failure of any Subvendor to receive or review the Request Document or Addenda/Addendum which have been supplied to the Proponents prior to Closing.

#### **15.0 Conflict of Interest**

15.1 Conflict of Interest shall be as defined in “Definitions” of this Request Document. The Conflict of Interest declaration included in “Request Document Form: Conflict of Interest” shall be completed and provided with the Submission.

15.2 Examples of Conflict of Interest include but are not limited to:

- (a) any director, officer, or employee or advisor of Metrolinx who has any connection or relationship with, or any pecuniary interest in the Proponent or any Subvendor thereof;
- (b) the Proponent or any Subvendor thereof is in possession of confidential information relating to the Work; and
- (c) any director, officer or employee or advisor of Metrolinx who has knowledge of the Work has assisted the Proponent in the preparation of its Submission.

15.3 If, at the determination of Metrolinx in its sole discretion, a Proponent is found to be in a Conflict of Interest that cannot be resolved or the Proponent fails to disclose any actual or potential Conflict of Interest, Metrolinx may, at its sole discretion, disqualify the Proponent from the RQQ Process or terminate any agreement entered into with the Proponent pursuant to this RQQ Process.

#### **16.0 Joint Ventures**

16.1 If a Joint Venture is proposed, the Proponent shall state in its Submission the Joint Venture agreement that forms the basis on which the Joint Venture plans to carry out its obligations.

16.2 One of the Joint Venture participants shall be nominated as being in charge during this RQQ Process and, in the event of a successful Submission during finalization of the Contract (the “Participant in Charge”). The Participant in Charge shall be authorized by the other joint venture participants to incur liabilities and receive instructions for and on behalf of any and all participants of the Joint Venture.



## **INSTRUCTIONS TO PROPONENTS**

- 16.3 Each Joint Venture participant shall demonstrate its authorization of the Participant in Charge by submitting with their Submissions a power of attorney, or similar document, signed by a legally authorized representative of the Joint Venture participant or a copy of the Joint Venture agreement electing the Participant-in-Charge.
- 16.4 All participants of the Joint Venture shall be legally liable, jointly and severally, during this RQQ Process and during the Contract for carrying out the obligations pursuant to the Contract.

### **17.0 Prohibited Contacts and Lobbying Prohibition**

- 17.1 A Proponent, Proponent's team members and all of the Proponent's respective Subvendors, advisors, employees and representatives are prohibited from engaging in any form of political or other lobbying, of any kind whatsoever, to influence the outcome of this RQQ Process.
- 17.2 Without limiting the generality of Section 18.1 above, neither the Proponent nor the Proponent's team members nor any of their respective Subvendors, advisors, employees or representatives shall contact or attempt to contact, either directly or indirectly, at any time during this RQQ Process, any directors, officers, employees and advisors of Metrolinx, other than the Procurement Representative, other than to discuss pre-existing work that is being conducted pursuant to a separate contract.

### **18.0 Media Releases, Public Disclosures and Public Announcements**

- 18.1 A Proponent shall not, and shall ensure that its team members, advisors, Subvendors, employees or representatives do not, issue or disseminate any media release, public announcement or public disclosure (whether for publication in the press on the radio, television, internet, or any other medium) that relates to this RQQ Process, its Submission or any matters related thereto, without the prior written consent of Metrolinx.
- 18.2 A Proponent shall not, and shall ensure that its team members, advisors, Subvendors, employees and representatives do not make any public comment, respond to questions in a public forum, or carry out any activities to either criticize another Proponent or Submission or to publicly promote or advertise its own qualifications, interest in or participation in the RQQ Process without the prior written consent of Metrolinx, which may be withheld in the sole discretion of Metrolinx. Notwithstanding this item, the Proponent, Proponent's team members and all of the Proponent's respective advisors, Subvendors, employees and representatives are permitted to state publicly that it/they are participating in this RQQ Process.

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- 18.3 For greater clarity, this section does not prohibit disclosures necessary to permit the Proponent to discuss this Request Document with prospective Subvendors regarding their participation in this RQQ Process.

#### **19.0 Restriction on Communications Between Proponents - No Collusion**

- 19.1 A Proponent shall not discuss or communicate, directly or indirectly, with any other Proponent, any information whatsoever regarding the preparation of its own Submission or the Submissions of other Proponents. Proponents shall prepare and submit Submissions independently and without any knowledge, comparison of information or arrangements, direct or indirect, with any other Proponent. This obligation extends to all team members of a Proponent and all of the Proponent's respective advisors, Subvendors, employees and representatives.

#### **20.0 Disclosure of Information**

- 20.1 The Proponent hereby agrees that any information provided in its Submission, even where it is identified as being supplied in confidence, may be disclosed by Metrolinx where required by law, order of a court, or tribunal.
- 20.2 The Proponent hereby consents to the disclosure, on a confidential basis, of its Submission by Metrolinx to Metrolinx's advisors retained for the purpose of evaluating or participating in the evaluation of the Submissions.
- 20.3 Under Ontario's Open Data Directive, Metrolinx is required to publish certain procurement information. Accordingly, the Proponent acknowledges that, subject to any applicable FIPPA exemptions, Metrolinx may publish procurement data including but not limited to the names of the Proponents and the winning bid in accordance with Ontario's Open Data Directive. For more information, see: [www.ontario.ca/page/ontarios-open-data-directive](http://www.ontario.ca/page/ontarios-open-data-directive).

#### **21.0 Freedom of Information and Protection of Privacy Act ("FIPPA")**

- 21.1 Proponents are advised that Metrolinx may be required to disclose all, a part, or parts of a Proponent's Submission and a part or parts of any Submission pursuant to FIPPA.

#### **22.0 Submission to Be Retained by Metrolinx**

- 22.1 Metrolinx shall not return a Submission or any accompanying documentation submitted by the Proponent.

#### **23.0 Confidential Information of Metrolinx**

- 23.1 All information provided by or obtained from Metrolinx in any form in connection with this RQQ Process;

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- (a) is the sole property of Metrolinx and shall be treated as confidential;
- (b) shall not be used for any purpose other than replying to the Request Document and the performance of any subsequent agreement; and
- (c) shall not be disclosed without prior written authorization from Metrolinx.

#### **24.0 Proponents Shall Bear Their Own Costs**

- 24.1 The Proponent shall bear all costs associated with or incurred in connection with its participation in this RQQ Process, including, but not limited to, preparation of its Submission.

#### **25.0 Changes to Key Personnel or Joint Venture**

- 25.1 If after the Closing, but prior to the execution of the Contract, the Proponent wishes to request a change in a Key Personnel or Joint Venture participant, the Proponent shall notify the Procurement Representative as soon as possible and the notification shall identify the proposed change in Key Personnel or Joint Venture participants and the proposed substitute, if applicable, and include sufficient documentation that the proposed substitute would have met or exceeded any applicable criteria applied during this RQQ Process.
- 25.2 In response to a request as per Section 25.1 above, Metrolinx may, in its sole discretion provide the Proponent with instructions as to the type of information required by Metrolinx to consider the proposed change to the Proponent's Key Personnel or Joint Venture arrangements as well as the deadlines for submission of information that the Proponent must meet in order to have its request considered by Metrolinx.
- 25.3 The Proponent shall provide any further documentation as may be required by Metrolinx to assess any proposed substitute or change. If Metrolinx, in its sole discretion, considers the proposed substitute to be acceptable, Metrolinx may consent to the substitution. Metrolinx's consent to such substitution, however, may be subject to such terms and conditions as Metrolinx may require. If the proposed substitute or change is not acceptable to Metrolinx, the Proponent shall propose an alternate substitute or change for review by Metrolinx in the same manner as the first proposed substitute.
- 25.4 Metrolinx may, in its sole discretion, disallow any actual or proposed change.

#### **26.0 Vendor Performance Management Program**

- 26.1 Vendor Performance Management ("VPM") Program means the Metrolinx system for monitoring, evaluating and recording vendor performance, as same

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may be amended or replaced from time to time. The Vendor Performance Management Program establishes a standard methodology for the incorporation of a vendor's past performance in a particular category as a criterion in assessing that vendor's submission for future work with Metrolinx.

- 26.2 Pursuant to Metrolinx's VPM Program, Metrolinx will be considering the Proponent's past performance under contracts with Metrolinx, in a particular category, in evaluating Submissions received in response to this Request Document.
- 26.3 The VPR is being applied as a component of evaluation for this RQQ Process in accordance with Evaluation Criteria and Selection Process.
- 26.4 A Proponent may access their VPR through an annual subscription on the Metrolinx MERX Portal. If a Proponent has questions regarding their VPR, they should contact the Procurement Representative in accordance with Section 2.0 of Instructions to Proponents.
- 26.5 Information regarding 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).
- 26.6 The "Contract Performance Appraisal" applicable to any Contract resulting from this RQQ Process, can be found under "Attachments".

### **27.0 Debriefing**

- 27.1 Any Proponent having passed Phase One: Administrative Evaluation, as noted under Section 1.0 – Evaluation Methodology of "Evaluation Criteria and Selection Process", may request a debriefing after receipt of a notification letter advising of the outcome of the RQQ Process ("Notification Letter"). All requests must be sent via email to the Procurement Representative and must be made within sixty (60) calendar days after receipt of a Notification Letter.
- 27.2 The intent of the debriefing is to aid the Proponent in presenting a better Submission in subsequent procurement opportunities. Any debriefing provided is not for the purpose of providing an opportunity to challenge the RQQ Process.
- 27.3 All debriefings are for informational purposes only and shall be strictly limited in scope to the Proponent's Submission forming the subject of the debriefing request. There will be no discussion of the successful Proponent's Submission,

## **INSTRUCTIONS TO PROPONENTS**

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the awarded Contract, the Submissions of other Proponents, or previous or future procurements.

END OF SECTION

## **SUBMISSION REQUIREMENTS**

### **Consulting Service for the Preliminary Design and EA/TPAP for the Durham-Scarborough Bus Rapid Transit Corridor RQQ-2018-PPDD-244**

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#### **1.0 Submission Format**

- 1.1 Submissions must be submitted through MERX and should be in the following format:
- (a) Present information in Font Size 11 pt. on 8½ x 11 paper size.
  - (b) Include a table of contents.
  - (c) Organize information into sections which correspond to the Submission Content requirements in the exact order described below.
  - (d) The entire content of a Submission shall be submitted in writing, and the content of web sites or other external documents referred to in a Submission will not be considered for evaluation unless submitted in their entirety as part of the Submission.

#### **2.0 Mandatory Requirements**

- 2.1 The Proponents must meet all mandatory requirements in order for their Submission to be considered further. Failure of a Proponent to meet all of the mandatory requirements listed below shall result in the Proponent's Submission to be found non-compliant and will not be considered further.
- 2.2 The mandatory requirements for this Request Document are as follows:
- (a) The Submission shall be submitted by the Proponent's E-Bid Authorized Signer. For the purposes of a Joint Venture, the E-Bid Authorized Signer of the Participant-in-Charge shall submit the Submission.
  - (b) Pricing information must be completed and submitted with the Submission using "Request Document Form: Contract Prices".
  - (c) The Proponent shall declare any conflicts of interest in Section 1.1(b) of "Request Document Form: Conflict of Interest". If Section 1.1(b) is left blank or is not returned with the Submission, the provisions of Section 1.1(a) of "Request Document Form: Conflict of Interest" shall apply.
  - (d) The Proponent must meet all of the mandatory requirements stated in "Request Document Form: Mandatory Corporate, Personnel and Technical Requirements".
  - (e) The Proponent shall provide the information requested in "Request Document Form: Vendor Personnel" with the Submission.

## **SUBMISSION REQUIREMENTS**

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- 2.3 The documentation required to be submitted pursuant to Section 2.3 herein should be in the first section of the Submission, and for greater clarity includes, but is not limited to:
- (a) Request Document Form: Form of Proposal and if submitting as a Joint Venture, attach a copy of the Joint Venture Agreement electing the Participant-in-Charge;
  - (b) Request Document Form: Conflict of Interest; and
  - (c) Request Document Form: Mandatory Corporate, Personnel and Technical Requirements.

### **3.0 Technical Submission**

A Submission should include a Technical Submission. The information required in the Technical Submission as well as the prescribed format in which it should be submitted is outlined below. The Proponent's Technical Submission should be comprised of the following sections in the following order and should contain a Table of Contents.

#### **3.1 Technical Submission Section 1: Corporate Summary**

The Proponent should provide a corporate overview of the Corporate Firm's structure, capabilities, qualifications and experience relevant to the Work, as outlined below.

- (a) Corporate Summary: Description of Proponent's Company
  - (i) Provide a description of the Proponent's company, including, but not necessarily limited to: a description of the Proponent's corporate and ownership structure; a brief corporate history including number of years in business; location of offices (both head office and other) and a description of the Proponent's core business which is applicable to the Work of this Project.
- (b) Corporate Summary: Description of Corporate Firm
  - (i) Provide a description of the make-up of the Proponent's Corporate Firm;
  - (ii) Identify the principal business of key Subvendors, professional advisors and subject matter experts it proposes to use in the performance of the Work, especially for major or critical pieces of the Work. For each Subvendors listed, the Proponent shall provide the following:

## SUBMISSION REQUIREMENTS

- (A) Full corporate name and location of the Subvendors;
- (B) Which area of the Work the Subvendors shall be employed for;
- (C) The Subvendors experience and qualifications relative to the Work it will be performing;
- (D) Previous instances of the Proponent and Subvendors working together including:
  - I) A description of the project and value;
  - II) The client the services were performed for; and
  - III) The parts of the services performed by the Subvendors.
- (c) Provide a description of the resources intended for use in order to sustain and complete the Work to the satisfaction of Metrolinx.

### **3.2 Technical Submission Section 2: Corporate Experience, Qualifications and Reference Projects**

The Proponent should provide a detailed description of the Corporate Firm's experience and qualifications relevant to the Work, as follows:

- (a) Corporate Firm Experience and Qualifications
  - (i) The Proponent should demonstrate its experience in performing work similar in scope, magnitude and complexity as the Scope of Work stated in this Request Document, by including a detailed description of the Corporate Firms qualifications and experience including but not limited to:
    - (A) Twenty (20) years of experience in transportation planning, transit planning, transportation engineering, transportation modelling, microsimulation, transit infrastructure cost estimation, public transportation operations and management.
    - (B) Ten (10) years of experience in design and engineering of public transit infrastructure including BRT systems.
    - (C) Ten (10) years of experience with business case development and evaluation of transit projects, including analysis and reporting of transit project strategic and economic benefits.



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- (D) Ten (10) years of professional experience with Environmental Assessments and/or the Transit Project Assessment Process (TPAP) related to transportation infrastructure projects, including but not limited to bus and BRT stations, BRT platforms, BRT systems, road widenings, road realignments.

- (b) Corporate Firm References:

Reference Projects are intended to demonstrate the Corporate Firm's corporate capacity to perform and manage projects of a similar scope, magnitude and complexity as the Work of this Request Document.

The Proponent should demonstrate its experience in performing work similar in scope, magnitude and complexity as the Scope of Work stated in this Request Document, by including five (5) reference projects, for relevant work completed within the past five (5) years or currently active, as follows:

- (A) Corporate References Related to Current Scope:

- I) The Proponent will include all projects of similar scope, complexity and estimated value that it has completed or is currently completing for Metrolinx as part of the five (5) reference projects provided by the Proponent. Failure of the Proponent to include the aforementioned reference projects completed for Metrolinx will affect the Proponent's score. The Proponent should, using the template provided Request Document Form: Corporate References, provide the following information for each corporate reference project:
  - 1) Name of the company for which the work was performed;
  - 2) Project title;
  - 3) Contact person's name, title, telephone number and e mail address; and
  - 4) Start and completion date.
- II) The Proponent can attach up to an additional two (2) pages of information related to each reference project.

## **SUBMISSION REQUIREMENTS**

### **3.3 Technical Submission Section 3: Key Personnel**

The Proponent should provide a detailed description of the functional organization, roles and responsibilities of each Key Personnel and relevant experience and qualifications similar in scope, magnitude and complexity as the Work of this Request Document for each Key Personnel, as follows:

(a) Functional Organization

- (i) Provide an organizational chart identifying the named Key Personnel assigned and dedicated solely to the project in their respective roles, for completion of the Work.

(b) Roles and Responsibilities of Key Personnel

The Proponent should provide the following:

- (i) A brief description identifying the role and responsibilities of each Key Personnel, with respect to the Work requested;
- (ii) A statement describing the experience of the individual Key Personnel in working together on previous relevant projects;
- (iii) A statement indicating whether the Key Personnel is an employee of the Proponent or is a Subvendors; and
- (iv) A statement of availability of Key Personnel identified for each role indicating that the individual is available for the required Contract Term.

(c) Key Personnel Experience, Qualifications and Reference Projects

For each of the individuals to be employed in a Key Personnel role identified in Request Document Form: Key Personnel, the Proponent should provide:

- (i) A completed Request Document Form: Technical Submission Section 3 – Key Personnel Experience and Qualifications for each named individual identified for a Key Personnel position.
- (ii) A completed Request Document Form: Technical Submission Section 3 – Key Personnel Reference Projects for each named individual identified for a Key Personnel position.

## **SUBMISSION REQUIREMENTS**

### **4.0 Proponent Presentation**

- 4.1 Presentation will be conducted after all Submissions have been evaluated based upon the content of the Proponent's Technical Submission.
- 4.2 Submissions receiving the minimum score requirement on the Technical Submission, shall proceed to the Presentation Evaluation, where the Proponent's Key Personnel shall be contacted and requested to conduct a presentation with the Evaluation Committee.
- 4.3 The Proponent shall ensure that its Key Personnel are available to attend the Proponent's presentation in person.
- 4.4 Proponents will be asked a series of technical and non-technical questions and shall be scored based on responses.
- 4.5 Each presentation should be thirty (30) minutes followed by a five (5) minute break and minimum fifteen (15) minutes interview question period. The following key personnel will be present at the presentation evaluation: Project Director, Project Manager, Lead Transportation Engineer, and Environmental Lead.
- 4.6 Proponents will be requested to provide an electronic copy of the Presentation in addition to five (5) hard copies for members of the Evaluation Committee. The Proponent's Presentation shall form part of its Submission.
- 4.7 The Presentation should cover the following topics:
  - (a) Briefly introduce the Corporate Firm and Key Personnel.
  - (b) Relate the key personnel and or corporate reference projects provided in the Submission to the needs and challenges of the Work, including discussing:
    - (i) Their applicability to this contract demonstrating a clear understanding of the assignment scope, including its strategic context, stakeholder context, and analytic needs of the study.
    - (ii) Demonstrate through project references the approach to the progression from the Preliminary Design Business Case, EA pre-planning, and Planning Design and Engineering (15%-20%) to Planning Design and Engineering (25%-30%) and EA/(TPAP).
    - (iii) Relevant business case experience and approach to benefits management over the course of a projects lifecycle.

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- (c) Describe the Corporate Firm's experience managing and facilitating complex multi-stakeholder processes and key lessons learned to be applied to other projects.

- 4.8 A predetermined list of interview questions may be asked by the Evaluation Committee to all Proponents proceeding to the Presentation phase of the evaluation process.

#### **5.0 Price Submission**

The Proponent's Pricing Submission should be comprised of the following:

- 5.1 The Proponent shall provide a completed Request Document Form: Contract Prices (Excel file), per the instructions specified therein.

END OF SECTION

## **EVALUATION CRITERIA AND SELECTION PROCESS**

### **Consulting Service for the Preliminary Design and EA/TPAP for the Durham-Scarborough Bus Rapid Transit Corridor RQQ-2018-PPDD-244**

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#### **1.0 Evaluation Methodology**

- 1.1 Submissions shall undergo several phases of evaluation based on the information provided, using the criteria and scoring listed in Section 2.0, Evaluation Criteria herein.
- 1.2 Each criterion is evaluated. Mandatory criteria will be rated pass or fail. All other Evaluation Criteria shall be assigned a score out of ten (10). The score is then multiplied by the weight (which indicates the relative importance of the criteria not deemed critical to Metrolinx) to determine the weighted score. The weighted scores are then added to determine the Total Overall Score for the Submission.
- 1.3 Submissions shall be evaluated in five (5) phases, as follows:
  - (a) Phase One: Administrative Evaluation (Compliant/Non-Compliant)
    - (i) Submissions shall undergo an administrative evaluation to determine compliance with the mandatory requirements as stated in Mandatory Requirement Section 2.0, of Submission Requirements. Only those Submissions determined in the sole opinion of Metrolinx, to have fulfilled all the mandatory requirements shall proceed to Phase Two of the evaluation process. Submissions that do not meet the mandatory requirements are non-compliant and shall be disqualified.
  - (b) Phase Two: Technical Evaluation (68% weighting)
    - (i) Submissions proceeding to Phase Two shall be evaluated by the Evaluation Committee in accordance with the Submission Requirements above and the Evaluation Methodology. Only those Submissions achieving a total minimum score of 70% (476 points out of 680 possible points) on Phase Two, as determined by the Evaluation Committee shall proceed to Phase Three: Presentation Evaluation of the evaluation process.
  - (c) Phase Three: Presentation Evaluation (7% weighting)
    - (i) Those Submissions achieving the minimum score requirement for Phase Two, shall proceed to Phase Three of the evaluation, where the Proponent shall be contacted and requested to attend and conduct a presentation and interview with identified Key Personnel in attendance. Only those Submissions achieving a minimum score of 70% (49 points out of 70 possible points) on Phase Three, as determined by the Evaluation Committee shall proceed to Phase Four: VPR Evaluation and Phase Five: Pricing Evaluation of the evaluation process.

## **EVALUATION CRITERIA AND SELECTION PROCESS**

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- (d) Phase Four: Vendor Performance Rating (VPR) Evaluation (5% weighting)
  - (i) VPR shall be evaluated for compliant Submissions which:
    - (A) achieve the minimum score of 70 % on Phase Two: Technical Evaluation; and
    - (B) achieve the minimum score of 70% on Phase Three: Presentation.
  - (ii) Submissions proceeding to this Phase Four, in accordance with Section 1.3(d)(i) above shall be evaluated by Metrolinx as follows:
    - (A) For this RQQ Process, “Performance Category” shall be defined as the Design Engineering category.
    - (B) For this RQQ Process, the Vendor Performance Rating (“VPR”) is the average of a vendor’s performance evaluation scores (as assessed by or on behalf of Metrolinx), in the Performance Category, for a thirty-six (36) month period preceding the Closing.
    - (C) If a Proponent has not completed any work for Metrolinx for a thirty-six (36) month period preceding the Closing, for the purpose of evaluating the Submission, the Proponent will be assigned a VPR in the Performance Category, which is the straight average of all the VPR’s of all vendors who have performed services for Metrolinx for a thirty-six month period preceding the Closing, in this Performance Category.
    - (D) The legal name of the Proponent stated on the Form of Request will be used for determining the Proponent’s VPR score in the Performance Category. It is the responsibility of the Proponent to ensure that its proper legal name has been stated on the Form of Request and matches the legal name used by the Proponent in setting up its legal profile in the Metrolinx MERX Portal. Metrolinx will not accept any requests from the Proponent, after the Closing, to change the legal name provided.
    - (E) In the case of a Joint Venture where multiple parties will sign the Contract, the VPR under the Performance Category, of each Joint Venture participant, will be added and the average will be applied as the VPR score.

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- (F) If any member of the Joint Venture has not completed work for Metrolinx within a thirty-six (36) month period preceding the Closing, Section 1.3(d) (ii) (C) above shall apply for that member.
- (G) The Proponent's VPR, at the time of evaluating this Phase Three, shall be the VPR used for evaluation purposes. The Proponent's VPR used in the evaluation of this Phase Four can be obtained from the Procurement Representative at the conclusion of this RQQ Process.
- (H) Once VPR scores in the Performance Category are determined for each Submission proceeding to this Phase Four evaluation, each Proponent's VPR shall be evaluated and scored as follows:
  - I) The following equation shall be applied to determine a score out of ten:
    - 1) "Proponent's VPR Score (Expressed as a %) / 10 = score out of ten"
  - (I) The score out of ten for VPR shall be multiplied by the weighting factor to determine the assigned score for VPR Evaluation.
- (e) Phase Four or Phase Five: Pricing Evaluation (20% weighting)
  - (i) Request Document Form: - Contract Prices shall be evaluated for compliant Submissions which:
    - (A) achieve the minimum score of 70% on Phase Two: Technical Evaluation; and
    - (B) achieve the minimum score of 70% on Phase Three: Presentation.
  - (ii) An administrative evaluation shall be conducted of Request Document Form: - Contract Prices to determine compliance with the mandatory requirements as stated therein and in the Instructions to Proponents. The Estimated Contract Price of each Submission proceeding to pricing evaluation shall be evaluated and scored as follows:

## EVALUATION CRITERIA AND SELECTION PROCESS

### Consulting Service for the Preliminary Design and EA/TPAP for the Durham-Scarborough Bus Rapid Transit Corridor RQQ-2018-PPDD-244

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- (A) The Submission with the lowest Estimated Contract Price shall receive the maximum score of ten (10) points for Pricing Evaluation.
- (B) The following equation shall be applied to the other Submissions to determine a score out of ten (10):

$$\frac{\text{Lowest Estimated Contract Price}}{\text{Proponent's Estimated Contract Price}} \times 10 = \text{score out of ten}$$

- (C) The score out of ten (10) for Pricing Evaluation shall be multiplied by the weighting factor and added to the total score for Phase Two and Phase Three to determine the Total Overall Score for the Submission.

#### 1.4 Total Overall Score

- (a) Total Overall Score = Phase Two: Technical Evaluation + Phase Three: Presentation Evaluation + Phase Four: VPR Evaluation + Phase Five: Pricing Evaluation

#### 1.5 Selection of Submissions

- (a) Metrolinx's selection shall be based on which Proponent has provided a Submission which Metrolinx determines in its sole discretion to provide the greatest value to Metrolinx based on the Evaluation Criteria contained in this Request Document.
- (b) The award of the Contract shall be made to the Submission which has achieved the highest Total Overall Score, subject to Rights of Metrolinx, under Instructions to Proponents.

## 2.0 Evaluation Criteria

- 2.1 The Evaluation Criteria to be used for evaluation of a Submission and the weighting assigned to each criterion are as follows:

Evaluated Component	Maximum Score	Weighting Factor	Total (Score x Weight)
<b>PHASE ONE: ADMINISTRATIVE EVALUATION (Compliant/Non-Compliant)</b>			



## EVALUATION CRITERIA AND SELECTION PROCESS

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Evaluated Component	Maximum Score	Weighting Factor	Total (Score x Weight)
<b>PHASE TWO: TECHNICAL EVALUATION</b>			
<b>Technical Submission Section 1: Corporate Summary</b>			
Corporate Summary: Description of Proponent's Company	10	1	10
Corporate Summary: Description of Corporate Firm	10	1	10
Corporate Resources	10	1	10
<b>Subtotal - Corporate Summary:</b>		<b>3</b>	<b>30</b>
<b>Technical Submission Section 2: Corporate Firm's Experience, Qualifications and Reference Projects</b>			
Description of Corporate Firm's Experience and Qualifications	10	1	10
Corporate Firm's Reference Projects (including written description and corresponding reference check feedback (if applicable))	10	1	10
<b>Subtotal - Corporate Firm's Experience, Qualifications and Reference Projects:</b>		<b>2</b>	<b>20</b>
<b>Technical Submission Section 3: Key Personnel</b>			
Organizational Chart	10	1	10
Roles and Responsibilities of Key Personnel	10	2	20
<b>Key Personnel Experience, Qualifications and Reference Projects (Reference Projects include written description and corresponding reference check feedback (if applicable))</b>			
Project Director	10	3	30
Project Manager	10	9	90
Environmental Lead	10	4	40
Lead Transportation Planner	10	3	30
Lead Transportation Engineer	10	3	30

## EVALUATION CRITERIA AND SELECTION PROCESS

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Evaluated Component	Maximum Score	Weighting Factor	Total (Score x Weight)
Lead Transportation Modeller	10	3	30
BRT Operations Specialist	10	3	30
Communications and Stakeholder Relations Specialist	10	2	20
Economist	10	2	20
Heritage Specialist	10	3	30
Air Quality specialist/Engineer	10	1.5	15
Noise and Vibration Specialist/ Engineer	10	1.5	15
Archaeologist	10	2	20
Ecologist(s)	10	2	20
Qualified Person (ESA and/or RA	10	2	20
Geotechnical Lead	10	3	30
Electrical Lead	10	2	20
Streetscape/Landscaping Lead	10	3	30
Stormwater/Drainage Lead	10	3	30
Architectural Lead	10	2	20
Structural Lead	10	3	30
<b>Subtotal - Key Personnel:</b>		<b>58</b>	<b>580</b>
<b>Subtotal Technical Evaluation:</b>		<b>68</b>	<b>680</b>
<b>PHASE THREE: PRESENTATION EVALUATION</b>			
Relation of reference projects to needs and challenges of the Work	10	2	20
Experience managing and	10	2	20

## EVALUATION CRITERIA AND SELECTION PROCESS

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Evaluated Component	Maximum Score	Weighting Factor	Total (Score x Weight)
facilitating complex multi-stakeholder processes			
Presentation skills and ability to answer questions	10	1	10
Demonstrated critical understanding of the preliminary design and EA/TPAP requirements of this contract.	10	2	20
<b>Subtotal Presentation Evaluation:</b>		<b>7</b>	<b>70</b>
<b>SUBTOTAL PHASES TWO AND THREE:</b>		<b>75</b>	<b>750</b>
<b>PHASE FOUR: VENDOR PERFORMANCE RATING (VPR) EVALUATION</b>			
Proponent's VPR Score	10	5	50
<b>Subtotal VPR Evaluation:</b>			
<b>PHASE FIVE: PRICING EVALUATION</b>			
Pricing Submission	10	20	200
<b>TOTAL EVALUATED SCORE</b>		<b>100%</b>	<b>1,000</b>

2.2 Technical Submission Scoring Guidance – each Proponent's Technical Submission will be evaluated using the above noted approach. The following outlines some guidance on how each line item will be scored:

Score	Description
10	Excellent – Response exceeds requirements.
8 – 9	Very Good – Response meets all requirements and exceeds some requirements.
7	Good and Satisfactory – Response meets all requirements.
5 – 6	Less than Satisfactory – Response meets many of the requirements but not all requirements.

## EVALUATION CRITERIA AND SELECTION PROCESS

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3 – 4	Poor – Response meets some requirements.
1 – 2	Very Poor – Information provided is too vague and does not clearly explain the ability to meet requirements.
0	Non-relevant response or no response.

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FORM OF REQUEST**

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**3.0 The Request Document Forms, comprised of the documents listed below, form part of the Request Document and are included as separate fillable forms as follows:**

<b>Document Title</b>	<b>Attached as a Separate File as Follows</b>
Request Document Form: Contract Prices	Word File entitled Request Document Forms – Request RQQ-2018-PPDD-244, or as amended via Addenda, if applicable  Excel fillable file entitled Request Document Form – Contract Prices – Request RQQ-2018-PPDD-244, or as amended via Addenda, if applicable
Request Document Form: Form of Request	Word fillable file entitled Request Document Forms – Request RQQ-2018-PPDD-244, or as amended via Addenda, if applicable
Request Document Form: Conflict of Interest	
Request Document Form: Technical Submission Section 2 - Corporate Firm Reference Projects	
Request Document Form: Technical Submission Section 3 – Key Personnel Experience, Qualifications and Reference Projects	

**REQUEST DOCUMENT FORM(S)**  
**FORM OF REQUEST**

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Submission By:

[Click here to enter text.](#)

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(Full Legal Name of Proponent)

**1.0 Contact Information**

The Proponent submitting a Submission is as follows:

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

[Click here to enter text.](#)

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

[Click here to enter text.](#)

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

[Click here to enter text.](#)

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

[Click here to enter text.](#)

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

[Click here to enter text.](#)

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

[Click here to enter text](#)

- 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 Submission for the first time or have in the past, please fully complete and provide with

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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 Proponent acknowledges that its Submission includes the appropriate Request Document Forms submitted in accordance with the terms and requirements of the Instructions to Proponents. Failure to comply may result in the Proponent's Submission being found non-compliant and disqualified at the sole discretion of Metrolinx.
- 2.2 The Proponent 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 Proponent 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 Proponent acknowledges that it meets all mandatory requirements in order for their Submission to be considered further. Failure of a Proponent to meet all of the mandatory requirements shall result in the Proponent's Submission to be non-compliant and disqualified.
- 2.5 All Addenda, Request Document Forms, the General Conditions of the Contract, the Scope of Work and Attachments set out in this Request Document shall be included in and form part of the Contract. Submitting a Submission constitutes acknowledgement that the Proponent 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 Proponent for a period of one hundred and eighty (180) calendar days from the Closing. The Proponent hereby covenants that it enter into Contract with Metrolinx as contemplated by the

**REQUEST DOCUMENT FORM(S)**  
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Request Documents by executing the Contract and will perform and execute the Work at the Estimated Contract Price if it is notified, in writing, by Metrolinx within one hundred and eighty days of the Closing that it is the successful Proponent.

- 2.7 The Proponent hereby declares that it has the physical and financial resources to sustain and complete the Work.
- 2.8 The Proponent hereby declares that no Conflict of Interest exists in accordance with “Request Document Form: Conflict of Interest”.
- 2.9 The Proponent 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 Proposals or the proposed Contract for which the Submission is made.
- 2.10 The Proponent acknowledges that by way of the E-Bid Authorized Signer submitting a Submission, the Proponent is agreeing to be bound to each and every term, condition, article and obligation of the Request Document and any resultant Contract.
- 2.11 The Proponent acknowledges that consistent with Section 13.2 of Instructions to Proponents, failure by the Proponent, whose Submission was accepted by Metrolinx, to execute and deliver executed Contract with the required Insurance Certificates, Workplace Safety and Insurance Clearance Certificate or any other required documentation (as applicable to this RQQ Process) shall result in the cancellation of acceptance of the Proponent’s Submission by Metrolinx.
- 2.12 The submitting of a Submission by a Proponent shall be considered prima facie evidence that the above requirements have been met. Failure to have complied with said requirements shall not relieve the Proponent of its obligation to enter into the Contract and to carry out the Work for the terms and conditions set forth in the Request Documents.

**3.0 Vendor Personnel**

- 3.1 The Vendor Personnel roles shall be filled in accordance with the Request Document and in accordance with the requirements in respect of qualifications, experience and minimum years of experience as contained in Schedule E: Vendor Personnel of General Conditions of the Contract.



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**4.0 Estimated Contract Price**

- 4.1 In consideration of the mutual promises and agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Proponent, by submitting this Submission, hereby offers to Metrolinx to provide all goods and services necessary to execute the Work described by the Request Documents, including Addenda, and to perform the Work for the Estimated Contract Price quoted in “Request Document Form: Contract Prices”.

**5.0 Harmonized Sales Tax**

- 5.1 The Proponent acknowledges it has read and agrees to be bound by the General Conditions of the Contract as it relates to Harmonized Sales Tax.
- 5.2 The Proponent declares that the H.S.T. registration number, as stated in the Excel spreadsheet of “Request Document Form: Contract Prices”, is registered to the Proponent providing this Submission.
- 5.3 A non-resident Proponent 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 Proponent acknowledges that failure to comply with this requirement may result in the Contract being declared VOID.

**6.0 Project Schedule**

<b>Section No.</b>	<b>Milestone</b>	<b>Date</b>
<b>7.1 Phase One</b>		
(a)	Commencement of Phase One	Award to Contract
(b)	Completion of Phase One	October 2019
<b>7.2 Phase Two</b>		
(a)	Commencement of Phase Two	June 2019
(b)	Completion of Phase Two	June 2020 -December 2021

## **REQUEST DOCUMENT FORM CONTRACT PRICES**

**Consulting Service for the Preliminary Design and EA/TPAP for the  
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### **1.0 Contract Unit Prices**

Contract Unit Prices are subject to “Request Document Form: Form of Request” in addition to this “Request 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 “Request Document Form: Form of Request” in addition to the following:

- (a) The Estimated Contract Price bid shall be firm and quoted in Canadian funds.
- (b) The Estimated Contract Price includes all specified cash allowances, contingency allowances (if applicable) and all applicable taxes, except Harmonized Sales Tax (H.S.T.), in force at the date the Submission is submitted.
- (c) The Estimated Contract Price quoted shall represent full payment for all the Work necessary for the proper completion of the Contract.
- (d) The Estimated Contract Price includes all labour, superintendence, plant, tools, appliances, equipment, supplies and other accessories, services and facilities customs, duties, royalties, handling, transportation, travel, mileage, overhead, profit and all other charges.
- (e) The Rates quoted shall be all inclusive costs associated with performance of the Work.
- (f) The Rates quoted shall include all costs related to the Work including, but not limited to, named Key Personnel identified, other technical positions, administrative positions, any Subvendors and specialized service providers required to complete the Work, any and all disbursements, travel, supervision, equipment, tools, supplies, General Requirements (as per Appendix “B”) and Management of the Work (as per Appendix “B”) as required in this Request Document.
- (g) No compensation will be due the Proponent for Stage Three, Stage Four, Stage Five or Stage Six of the Work should Metrolinx decide not to proceed with any of these Stages and/or not assign the provision of Work under Stage Three, Stage Four, Stage Five or Stage Six of the Contract.

**REQUEST DOCUMENT FORM  
CONTRACT PRICES**

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**2.0 Allowances**

**2.1 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 the attached Excel spreadsheet.

**2.2 Description of Cash Allowances**

- (a) Cash Allowance – Stakeholder Relations / Public Information Centres
  - (i) This Cash Allowance is to be used solely for work pertaining to – Additional Stakeholder Relations / Public Information Centres required which is not currently covered under the Scope of Work, which become apparent during the course of the Work. Part or all of these funds shall be administered on a case by case basis and only after written approval is obtained from Metrolinx.
- (b) Cash Allowance - Environmental Study Investigations
  - (i) This Cash Allowance is for additional Environmental Study Investigations which may be required under Phase Two to complete the EPR and TPAP requirements.
- (c) Cash Allowance - Surveying/GIS
  - (i) This Cash Allowance is to support the Preliminary Design (15%-20%) and (25%-30%) to complete the requirements under this contract.

**2.3 Contingency Allowances**

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

**3.0 Completion of Pricing Schedules**

- 3.1 Proponents shall fully complete the Excel file entitled "Request Document Form: Contract Prices" and insert a Unit Price into each space provided under the Contract Unit Price column.

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CONTRACT PRICES**

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- 3.2 Proponents should fully complete the Excel file entitled "Request Document Form: Options" and insert a Unit Price into each space provided under the Contract Unit Price column.
- 3.3 "Request Document Form: Contract Prices" and "Request Document Form: Options" must each be submitted as a separate file preferably in Excel format to facilitate the pricing evaluation process, and may not be retyped or recreated. Failure to follow the submission instructions or format requirements may result in the Submission being found non-compliant and disqualified.
- 3.4 If a "0" is entered in any of the spaces where price information is to be provided, it shall be interpreted as meaning the Vendor shall provide the specified service to Metrolinx at no charge.
- 3.5 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 Proponents.

**REQUEST DOCUMENT FORM  
CONFLICT OF INTEREST**

**Consulting Service for the Preliminary Design and EA/TPAP for the  
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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 “Request Document Form: Conflict of Interest” is not included as part of the Submission, the Proponent 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 Request Document. Otherwise, if the statement in Section 1.1(b) below applies, check (“X”) the box.

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

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

[Click here to enter text.](#)

- 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:	<a href="#">Click here to enter text.</a>
Job Classification:	<a href="#">Click here to enter text.</a>
Department:	<a href="#">Click here to enter text.</a>
Last Date of Employment with Metrolinx:	<a href="#">Click here to enter text.</a>
Name of Last Supervisor:	<a href="#">Click here to enter text.</a>
Brief Description of Individual’s Job Functions:	<a href="#">Click here to enter text.</a>
Brief Description of Nature of	<a href="#">Click here to enter text.</a>

**REQUEST DOCUMENT FORM  
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Individual's Participation in the Preparation of the Submission:	
---------------------------------------------------------------------	--

(Repeat above for each identified individual)

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

**REQUEST DOCUMENT FORM**  
**MANDATORY CORPORATE, PERSONNEL AND TECHNICAL REQUIREMENTS**

**Consulting Service for the Preliminary Design and EA/TPAP for the  
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- 1.1 Proponents must meet all mandatory requirements stated below in order for their Submission to be considered further. Failure of a Proponent to meet all of the mandatory requirements listed below shall result in the Proponent's Submission being found non-compliant. Non-compliant Submissions shall not be considered further and shall be disqualified.
- 1.2 Proponents shall provide supporting documentation to substantiate compliance to each of the listed mandatory requirements. If the Proponent has not provided the supporting documentation specified for that mandatory requirement, Metrolinx has the right but not the obligation, following the Closing, to request that the Proponent provide such supporting documentation or to request that the Proponent identify where in its Submission this information has been provided. Failure of a Proponent to provide information required to substantiate compliance to a mandatory requirement may result in the Proponent's Submission being found non-compliant and disqualified.
- 1.3 Metrolinx has the right but not the obligation, to carry out further investigations to ensure the Proponent can meet the mandatory corporate, personnel and technical requirements to the satisfaction of Metrolinx in its sole discretion.

<b>Mandatory Corporate, Personnel and Technical Requirements</b>	<b>Supporting Documentation Required to Substantiate Compliance</b>
<b>Mandatory Corporate Requirements</b>	
The Proponent shall have been the primary lead for a minimum of two (2) of the corporate reference projects, similar in value, complexity and magnitude of work stated in this Request Document.	<ul style="list-style-type: none"><li>• The Proponent shall provide two (2) reference projects which demonstrate this requirement</li><li>• The proponent must provide valid references which substantiate the mandatory requirement.</li><li>• If a Subvendor is carrying out the work, the Proponent shall provide completed reference projects, for the identified Subvendor, with the Submission.</li></ul>
<b>Mandatory Personnel Requirements</b>	
<b>Project Manager:</b>  The Project Manager must be an Engineer, urban planner, architect, or similar relevant technical professional with a minimum of ten (10) years of relevant project management experience.	<ul style="list-style-type: none"><li>• Provide a curriculum vitae and references</li><li>• Provide a copy of a valid license/designation</li></ul>

**REQUEST DOCUMENT FORM**  
**MANDATORY CORPORATE, PERSONNEL AND TECHNICAL REQUIREMENTS**

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<b>Mandatory Corporate, Personnel and Technical Requirements</b>	<b>Supporting Documentation Required to Substantiate Compliance</b>
<p><b>Environmental Lead:</b></p> <p>The Environmental Lead must be an Environmental Planner, Urban Planner, or similar relevant technical professional with a minimum of 10 years of environmental assessment or TPAP experience. The Environmental Lead must demonstrate experience on at least three (3) EAs in the role of Environmental Lead within the past five (5) years.</p>	<ul style="list-style-type: none"><li>• Provide a curriculum vitae and references</li><li>• Provide a copy of a valid license/designation</li></ul>
<p><b>Lead Transportation Engineer:</b></p> <p>The Lead Transportation Engineer shall have a minimum of fifteen (15) years professional experience in transit engineering and shall be currently licensed as a Professional Engineer designated to practice in the Province of Ontario or RPP/MCIP or equivalent governing body</p>	<ul style="list-style-type: none"><li>• Provide a curriculum vitae and references</li><li>• Provide a copy of a valid license/designation</li></ul>



**REQUEST DOCUMENT FORM  
TECHNICAL SUBMISSION SECTION 2  
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**1.0 Qualifications**

- 1.1 Metrolinx will use the information submitted by the Proponent in this “Request Document Form: Corporate Firm’s Reference Projects” to determine if the Corporate Firm meets and can demonstrate that the Corporate Firm has successfully completed contracts for work that meets the criteria set out in “Submission Requirements”.

**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 Proponent 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 Proponent, Metrolinx may, at its sole discretion consider the reference project invalid.
- 2.3 Metrolinx reserves the right to forward the information provided by the Proponent 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 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 Proponent 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 Proponent in writing for a written clarification or validation of information provided. Subsection 12.1(c) – under Rights of Metrolinx, of Instructions to Proponents shall apply for any misrepresentations, inaccurate or misleading information provided in Request Document Form: Corporate Firm’s Qualifications.

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- 2.6 The assessment of the Proponent's original response to the evaluation factor will then be finalized taking into account the results of the clarification process described in Section 2.5 above.
- 2.7 For greater clarity, Metrolinx reserves the right to validate and adjust (increase or decrease) any of the Proponent's Phase Two Technical Evaluation scores, based on feedback obtained from reference checks, for applicable evaluation criteria.

**3.0 Reference Projects**

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

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(i) Reference Project #1 of 5

<b>Project Name and Location:</b>	Click here to enter text.		
<b>Role of Proponent:</b>	Click here to enter text.		
<b>Customer Name:</b>	Click here to enter text.		
<b>Customer Contact Person:</b>	Click here to enter text.	<b>Phone No.</b>	Click here to enter text.
<b>Customer Contact Email Address:</b>	Click here to enter text.		
<b>Contract Value (Estimated)</b>	\$Click here to enter text.	<b>Contract Value (Actual)</b>	\$Click here to enter text.
<b>Reasons for variances in contract value:</b>			
Click here to enter text.			
<b>Completion Date (Estimated)</b>	Click here to enter text.	<b>Completion Date (Actual)</b>	Click here to enter text.
<b>Reasons for schedule variances:</b>			
Click here to enter text.			
<b>Project Description (Provide a detailed description of the reference project and the Proponent's responsibilities for the reference project. The Proponent should specifically list below similarities between this reference project and the Work specified herein)</b>			
Click here to enter text.			
<b>Provide an overview of the scope of work:</b>	Click here to enter text.		
<b>List the major components of the work:</b>	Click here to enter text.		

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(ii) Reference Project #2 of 5

<b>Project Name and Location:</b>	Click here to enter text.		
<b>Role of Proponent:</b>	Click here to enter text.		
<b>Customer Name:</b>	Click here to enter text.		
<b>Customer Contact Person:</b>	Click here to enter text.	<b>Phone No.</b>	Click here to enter text.
<b>Customer Contact Email Address:</b>	Click here to enter text.		
<b>Contract Value (Estimated)</b>	\$Click here to enter text.	<b>Contract Value (Actual)</b>	\$Click here to enter text.
<b>Reasons for variances in contract value:</b>			
Click here to enter text.			
<b>Completion Date (Estimated)</b>	Click here to enter text.	<b>Completion Date (Actual)</b>	Click here to enter text.
<b>Reasons for schedule variances:</b>			
Click here to enter text.			
<b>Project Description (Provide a detailed description of the reference project and the Proponent's responsibilities for the reference project. The Proponent should specifically list below similarities between this reference project and the Work specified herein)</b>			
Click here to enter text.			
<b>Provide an overview of the scope of work:</b>	Click here to enter text.		
<b>List the major components of the work:</b>	Click here to enter text.		

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(iii) Reference Project #3 of 5

<b>Project Name and Location:</b>	Click here to enter text.		
<b>Role of Proponent:</b>	Click here to enter text.		
<b>Customer Name:</b>	Click here to enter text.		
<b>Customer Contact Person:</b>	Click here to enter text.	<b>Phone No.</b>	Click here to enter text.
<b>Customer Contact Email Address:</b>	Click here to enter text.		
<b>Contract Value (Estimated)</b>	\$Click here to enter text.	<b>Contract Value (Actual)</b>	\$Click here to enter text.
<b>Reasons for variances in contract value:</b>			
Click here to enter text.			
<b>Completion Date (Estimated)</b>	Click here to enter text.	<b>Completion Date (Actual)</b>	Click here to enter text.
<b>Reasons for schedule variances:</b>			
Click here to enter text.			
<b>Project Description (Provide a detailed description of the reference project and the Proponent's responsibilities for the reference project. The Proponent should specifically list below similarities between this reference project and the Work specified herein)</b>			
Click here to enter text.			
<b>Provide an overview of the scope of work:</b>	Click here to enter text.		
<b>List the major components of the work:</b>	Click here to enter text.		

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(iv) Reference Project # 4 of 5

<b>Project Name and Location:</b>	Click here to enter text.		
<b>Role of Proponent:</b>	Click here to enter text.		
<b>Customer Name:</b>	Click here to enter text.		
<b>Customer Contact Person:</b>	Click here to enter text.	<b>Phone No.</b>	Click here to enter text.
<b>Customer Contact Email Address:</b>	Click here to enter text.		
<b>Contract Value (Estimated)</b>	\$Click here to enter text.	<b>Contract Value (Actual)</b>	\$Click here to enter text.
<b>Reasons for variances in contract value:</b>			
Click here to enter text.			
<b>Completion Date (Estimated)</b>	Click here to enter text.	<b>Completion Date (Actual)</b>	Click here to enter text.
<b>Reasons for schedule variances:</b>			
Click here to enter text.			
<b>Project Description (Provide a detailed description of the reference project and the Proponent's responsibilities for the reference project. The Proponent should specifically list below similarities between this reference project and the Work specified herein)</b>			
Click here to enter text.			
<b>Provide an overview of the scope of work:</b>	Click here to enter text.		
<b>List the major components of the work:</b>	Click here to enter text.		

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(v) Reference Project #5 of 5

<b>Project Name and Location:</b>	Click here to enter text.		
<b>Role of Proponent:</b>	Click here to enter text.		
<b>Customer Name:</b>	Click here to enter text.		
<b>Customer Contact Person:</b>	Click here to enter text.	<b>Phone No.</b>	Click here to enter text.
<b>Customer Contact Email Address:</b>	Click here to enter text.		
<b>Contract Value (Estimated)</b>	\$Click here to enter text.	<b>Contract Value (Actual)</b>	\$Click here to enter text.
<b>Reasons for variances in contract value:</b>			
Click here to enter text.			
<b>Completion Date (Estimated)</b>	Click here to enter text.	<b>Completion Date (Actual)</b>	Click here to enter text.
<b>Reasons for schedule variances:</b>			
Click here to enter text.			
<b>Project Description (Provide a detailed description of the reference project and the Proponent's responsibilities for the reference project. The Proponent should specifically list below similarities between this reference project and the Work specified herein)</b>			
Click here to enter text.			
<b>Provide an overview of the scope of work:</b>	Click here to enter text.		
<b>List the major components of the work:</b>	Click here to enter text.		

**REQUEST DOCUMENT FORM  
TECHNICAL SUBMISSION SECTION 3  
KEY PERSONNEL EXPERIENCE, QUALIFICATIONS  
AND REFERENCE PROJECTS**

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**1.0 Named Key Personnel**

- 1.1 The Proponent has designated the following named individuals for each Key Personnel role:

<b>Key Personnel Role</b>	<b>Name of Individual</b>	<b>Actual Years of Experience</b>
Project Director	Click here to enter text.	Click here to enter text.
Project Manager	Click here to enter text.	Click here to enter text.
Environmental Lead	Click here to enter text.	Click here to enter text.
Lead Transportation Planner	Click here to enter text.	Click here to enter text.
Lead Transportation Engineer	Click here to enter text.	Click here to enter text.
Lead Transportation Modeller	Click here to enter text.	Click here to enter text.
BRT Operations Specialist	Click here to enter text.	Click here to enter text.
Communications and Stakeholder Relations Specialist	Click here to enter text.	Click here to enter text.
Economist	Click here to enter text.	Click here to enter text.
Heritage Specialist	Click here to enter text.	Click here to enter text.
Air Quality Specialist/ Engineer	Click here to enter text.	Click here to enter text.
Noise and Vibrations Specialist/Engineer	Click here to enter text.	Click here to enter text.
Archeologist	Click here to enter text.	Click here to enter text.
Ecologist	Click here to enter text.	Click here to enter



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		text.
Qualified Person (ESA and/or RA)	Click here to enter text.	Click here to enter text.
Facilitator	Click here to enter text.	Click here to enter text.
Geotechnical Lead	Click here to enter text.	Click here to enter text.
Stormwater Drainage Lead	Click here to enter text.	Click here to enter text.
Electrical Lead	Click here to enter text.	Click here to enter text.
Streetscape Landscaping Lead	Click here to enter text.	Click here to enter text.
Architectural Lead	Click here to enter text.	Click here to enter text.

## **2.0 Key Personnel Qualifications**

2.1 The Proponent should, using the template below, provide up to three (3) pages of information for each of the named Key Personnel named in Section 1.0 above, including biographical information, which clearly identifies:

- (a) Name of individual and proposed Key Personnel role;
- (b) Qualifications and experience that relate to the proposed Key Personnel role as specified in this Request Document Form: Technical Submission Section 3 – Key Personnel Experience and Qualifications, relative to the Work being requested;
- (c) Experience in performing the proposed Key Personnel role relative to the Work being requested (include project names and brief project overviews);
- (d) Number of years in the proposed role on each project as well as the start date and completion date of each project;
- (e) Responsibilities on each project while performing the proposed role;

**REQUEST DOCUMENT FORM**  
**TECHNICAL SUBMISSION SECTION 3**  
**KEY PERSONNEL EXPERIENCE, QUALIFICATIONS**  
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- (f) Details of accomplishments while performing the proposed role;
- (g) Education; and
- (h) Professional memberships and affiliations.

**3.0 Key Personnel References**

- 3.1 Immediately following the curriculum vitae for each proposed Key Personnel, the Proponent should use the template below to provide a list of three (3) references and contact information for relevant projects successfully delivered on-time and on-budget within the past five (5) years, while performing work in the same capacity as the proposed Key Personnel role.
- 3.2 References shall be evaluated in accordance with “Submission Requirements”.
- 3.3 The list of three (3) references submitted when combined should demonstrate that the named Key Personnel has the required qualifications and experience as stated in Request Document Form: Technical Submission Section 3 – Key Personnel Experience and Qualifications for work similar in size, scope and complexity to the Work to be provided herein.
- 3.4 Such references shall relate directly to the experience, responsibilities and details of project accomplishments noted above. The information should include:
  - (a) Name of the company for which the work was performed;
  - (b) Customer contact person’s name, title, telephone number and e-mail address; and
  - (c) Start and completion date of each reference project.
- 3.5 Key Personnel Description of Reference Projects – For each reference project listed under Section 6.7 below, the Proponent should include up to two (2) additional pages of information which includes but is not limited to:
  - (a) Name of the company for which the work was performed;
  - (b) Project description and project value;
  - (c) Description of Work provided with reference to the applicable Key Personnel role and responsibilities for the work contemplated in this Request Document;

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- (d) Identification of relevance of project reference to programmatic, strategic, innovation, sustainability or other design challenges the Proponent deems significant in their ability to understand and execute the Scope of Work being requested;
  - (e) Project start and completion dates;
  - (f) List of any other Key Personnel that have worked on the same reference project and their project roles, if applicable; and
  - (g) Images and illustrations of the project.
- 3.6 Proponents should review the Submission Requirements section in conjunction with this Request Document Form to ensure that all required information is being included as part of the Submission for evaluation purposes.
- 3.7 Reference projects will be evaluated in accordance with Section 2.0 of Request Document Form: Technical Submission Section 2: Corporate Firm Reference Projects.
- 3.8 The Proponent shall provide the following information for each identified individual filling a Key Personnel role:

<b>Key Personnel Role:</b>	Click here to enter text.
<b>Name:</b>	Click here to enter text.
<b>Years of Experience in the Role:</b>	Click here to enter text.
<b>Education:</b>	Click here to enter text.
<b>Designation(s):</b>	Click here to enter text.
<b>Summary of Qualifications and Experience:</b>	Click here to enter text.
References:	

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## **GENERAL CONDITIONS OF THE CONTRACT**

**Consulting Service for the Preliminary Design and EA/TPAP for the  
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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 Request Document.

## **GENERAL CONDITIONS OF THE CONTRACT**

### **Consulting Service for the Preliminary Design and EA/TPAP for the Durham-Scarborough Bus Rapid Transit Corridor RQQ-2018-PPDD-244**

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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**

### **Consulting Service for the Preliminary Design and EA/TPAP for the Durham-Scarborough Bus Rapid Transit Corridor RQQ-2018-PPDD-244**

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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**

### **Consulting Service for the Preliminary Design and EA/TPAP for the Durham-Scarborough Bus Rapid Transit Corridor RQQ-2018-PPDD-244**

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## **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 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, 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 Scope of Work.
- (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.
- (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.



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- (f) The Work shall be provided in a professional, timely and economical manner according to the Required Standard of Care.
- (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. Where the Vendor is not part of a Joint Venture, this Section 2.2(h) shall be deemed to be deleted.

#### **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 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

## **GENERAL CONDITIONS OF THE CONTRACT**

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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 contractor 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.
- (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

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- (ii) comply with all applicable Metrolinx policies and procedures, provided that the Vendor has been made aware of same.

#### **2.5 Third Party Agreements**

- (a) The Vendor acknowledges and agrees that Metrolinx is a party to, and may during the Term enter into, agreements with various third parties which may intersect with the Work. The Vendor shall reasonably cooperate with all such third parties and shall provide to them any reasonably requested information; provided, however, that Metrolinx acknowledges that such third parties may be required to enter into a non-disclosure agreement prior to the disclosure thereof. Cooperation with any such third parties in respect of any aspects of the Services shall not result in any increase in any associated costs or fees unless an amendment or change order documenting the Change has been executed by both Parties.

#### **2.6 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 2.6(b) but subject to Section 2.6(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

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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 nominate an alternate person pursuant to the process identified in this Section 2.6(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 2.6(d). The rates for the proposed replacement shall not exceed the approved Rate of the person being replaced.

#### **2.7 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.

#### **2.8 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.

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(b) Metrolinx shall:

- (i) provide the Vendor with general direction in the provision of the Work; and
- (ii) provide access and resources where necessary, make available information and instructions relevant to the Work.

#### **2.9 Vendor Work Performance Rating**

- (a) Metrolinx shall during the Term of this Contract, maintain a record of the Vendor's performance pursuant to this Contract. This information shall be used to complete a "Contract Performance Appraisal" report, a copy of which will be forwarded to the Vendor upon the termination or expiration of the Contract. Interim Contract Performance Appraisal reports may be issued, as deemed appropriate by the Metrolinx Representative, at any time during the Term of the Contract. A copy of the Contract Performance Appraisal template can be found under "Attachments".
- (b) The prior history of the Vendor in performing work for Metrolinx, including the Vendor's performance pursuant to this Contract, will be considered in the evaluation of future submissions from the Vendor for Metrolinx procurement processes.
- (c) Metrolinx reserves the right, during any procurement process, to reject any submission by the Vendor due to unsatisfactory performance history with Metrolinx.
- (d) Non-compliance with Contract requirements will be identified to the Vendor.
- (e) The information contained in Contract Performance Appraisal reports may be provided to other ministries and agencies and such performance reviews may be relied upon by other ministries and agencies to reject the Vendor's submissions 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.

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

#### **3.2 Safety Requirements**

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

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

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

#### **3.3 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**

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

## 5.0 Right of Ownership and Use

### 5.1 Ownership of Metrolinx IP

- (a) Unless otherwise expressly agreed, Metrolinx is and will be the exclusive owner of, and shall retain all right, title and interest (including Intellectual Property Rights) in and to all of the following Intellectual Property (collectively, the “**Metrolinx IP**”):
  - (i) all Metrolinx Materials;
  - (ii) all Deliverables;
  - (iii) all reports and other information created, generated, output or displayed by the Deliverables or as a result of the performance of receipt of the Work; and
  - (iv) all modifications or enhancements made to the items listed in Sections 5.1(a)(i) to (iii) hereof.
- (b) All right, title and interest, including all Intellectual Property Rights, in Metrolinx IP will vest in Metrolinx, following creation.
- (c) The Vendor will acquire no rights to any Metrolinx IP other than the licence rights expressly granted in Section 5.3.
- (d) The Vendor:
  - (i) hereby assigns and transfers to Metrolinx; and
  - (ii) agrees (to the extent required in the future) to assign and transfer to Metrolinx, as and when created, all right, title and interest, including Intellectual Property Rights, throughout the world in and to all Metrolinx IP (to the extent any right, title, interest or Intellectual Property Right in Metrolinx IP does not automatically and immediately vest in Metrolinx).
- (e) The Vendor shall obtain from each Vendor Personnel an assignment of any rights they have to the Metrolinx IP and a waiver, for the benefit of Metrolinx and its respective successors, assigns, licensees and contractors, of their respective moral rights (and any similar rights to the extent that such rights exist and may be waived in each and any jurisdiction throughout



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the world) in and to the Metrolinx IP. The Vendor shall provide copies of such documentation to Metrolinx upon request.

- (f) Metrolinx agrees that prior to providing any Deliverables to a third party, Metrolinx shall obtain from such third party a “non-reliance” letter addressed to the Vendor in which such third party will agree that (i) any Deliverable that is provided, or made available, to it was prepared for the sole benefit of Metrolinx and is not be relied upon by it and (ii) the Vendor accepts no responsibility or liability in respect of any advice, recommendations or other information contained in any such Deliverable. Metrolinx shall provide any such non-reliance letter to the Vendor promptly after its receipt.
- (g) For certainty, the Vendor shall not be precluded from independently developing for itself, or for others, materials which are competitive with the Deliverables, irrespective of their similarity to the Deliverables and the Vendor shall be free to use, without restriction, any Vendor Background IP and its general knowledge, skills and experience, and any ideas, concepts, know-how, and techniques within the scope of its business that are used or acquired in the course of providing the Work, so long as the Vendor does not disclose or use any Confidential Information, work product or proprietary information without Metrolinx’s express written consent.
- (h) Nothing in this Contract shall prevent the Vendor from providing similar services to other parties.

#### 5.2 Ownership of Vendor Background IP

- (a) The Vendor is and will be the exclusive owner of, and shall retain all right, title and interest (including Intellectual Property Rights) in and to all Vendor Background IP.
- (b) Metrolinx will acquire no rights to the Vendor Background IP other than the licence rights expressly granted in Section 5.4, or otherwise under or in respect of this Contract.

#### 5.3 Grant of Licences by Metrolinx to Vendor

- (a) Metrolinx grants to the Vendor, during the Term, a non-exclusive, non-transferable, royalty-free right and licence to:
  - (i) access, use, copy, support, maintain and, to the extent reasonably necessary to provide the Work, modify, the Metrolinx IP solely for the purposes of fulfilling the Vendor’s obligations under this Contract; and

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(ii) sublicense the Metrolinx IP to Subvendors solely to the extent necessary to enable such Subvendors to fulfill the Vendor's obligations under this Contract.

(b) Any exercise by the Vendor of the rights granted pursuant to Section 5.3(a) shall be subject to the terms and conditions of this Contract, including always the Vendor's obligations with respect to Confidential Information set out in Article 9.

(c) If the Vendor desires to use the Metrolinx IP other than as permitted under clause (a) hereof, such use must be set out in a separate license agreement (such licence to require the approval of Metrolinx, which may be withheld at Metrolinx' discretion).

#### **5.4 Grant of Licences by the Vendor to Metrolinx**

(a) The Vendor grants to Metrolinx a perpetual, irrevocable, fully paid-up, royalty-free, worldwide, non-exclusive right and licence to access, use, copy, support, maintain, modify, sublicense, assign, distribute or otherwise exploit any Vendor Background IP that is integrated with, embedded in, forms part of or is otherwise required to access, use, copy, support, maintain, modify, sublicense, assign, distribute or otherwise exploit any Metrolinx IP; provided, however, that the foregoing licence does not permit Metrolinx to use the Vendor Background IP in its standalone form or for any purpose other than as part of or in conjunction with the Metrolinx IP it is associated with.

(b) If the Vendor integrates with or embeds in any Deliverables any Intellectual Property provided by a third party vendor, subcontractor, independent contractor, Subvendor or other person, the Vendor shall obtain for Metrolinx the same license rights for Metrolinx in respect of such Third Party IP as set forth in Section 5.4(a) hereof.

## **6.0 Insurance**

### **6.1 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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#### **7.0 Changes**

##### **7.1 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 7, 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.

##### **7.2 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.

##### **7.3 Change Management Process**

- (a) Where a Change request is initiated by Metrolinx pursuant to Section 7.1, 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 7.2, the Vendor shall set out in the Change request, conforming to Section 7.3(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 Work, the Contract price, the 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 15.

## **8.0 Additional Resources**

### **8.1 Additional Resources**

- (a) In addition to, or in connection with, a request for additional or altered services pursuant to Article 7, 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 8.1(a).
- (c) The hourly rate payable in respect of additional Vendor Personnel shall be as set out in the Articles of Agreement.

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

### **9.1 Confidential Information**

The Vendor shall keep all Confidential Information confidential. Without limiting the generality of the foregoing, the Vendor shall:

- (a) not disclose, reveal, publish, or disseminate any Confidential Information to anyone, except as permitted pursuant to this Contract;
- (b) use Confidential Information only in connection with this Contract and the performance of the Work;

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- (c) take all reasonable steps required to prevent any unauthorized reproduction, use, disclosure, publication, or dissemination of the Confidential Information; and
- (d) immediately notify Metrolinx in the event that it becomes aware of any unauthorized disclosure of Confidential Information.

#### 9.2 Permitted Disclosure

- (a) Notwithstanding the obligations set out in Section 9.1, 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, and to third party service providers who need to know such Confidential Information for regulatory compliance purposes, provided that such persons are subject to obligations of confidentiality substantially similar to those contained in this Article 9.

#### 9.3 Exceptions

- (a) The obligations of confidentiality set out in Section 9.1 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, to the extent permitted by law, provide Metrolinx with prompt written notice of any such requirement and shall cooperate with Metrolinx in seeking to obtain any protective order or other arrangement pursuant to which the confidentiality of the relevant Confidential Information is preserved. If such an order or arrangement is not obtained, the Vendor shall disclose only that portion of the Confidential

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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 9.

- (c) Without limiting the generality of Section 9.3(a) and notwithstanding Section 9.3(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.

#### **9.4 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 9.4.

#### **9.5 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.

#### **9.6 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 9.10, 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.

#### **9.7 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 9.7.

#### **9.8 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 9.6 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.

#### **9.9 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.

#### **9.10 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 charges and expenses incurred, including but not limited to the rates and hours for all Vendor Personnel and all expenditures and 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. Any such access shall be subject to the Vendor's reasonable documented security policies and documented professional and confidentiality obligations to its other clients; such documentation shall be provided to Metrolinx upon request. 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 9.10 shall extend to any Governmental Authority exercising its right to audit pursuant to Applicable Law or any contract with Metrolinx. When selecting a third party to inspect and audit the Contract Records, Metrolinx shall consult with the Vendor and shall take into consideration any reasonable objections the Vendor may have. For the avoidance of doubt, Metrolinx shall have sole discretion in selecting the third party. The Vendor may require Metrolinx and/or any third party selected by Metrolinx to inspect and audit the Contract Records, to enter into a confidentiality agreement, containing reasonable terms and conditions, with the Vendor, before the disclosure of any Contract Records is made.
- (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 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 access shall be subject to the Vendor's reasonable documented security policies and documented professional and confidentiality obligations to its other clients; such documentation shall be provided to Metrolinx upon request. Any such

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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.

#### **9.11 Vendor Compliance**

- (a) The Vendor shall advise all of its Vendor Personnel, all of its Subvendors, and all of its Subvendor's Vendor Personnel of the requirements of this Article 9, 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 9. 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 9 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 9.

#### **9.12 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.

#### **9.13 Damages**

- (a) The Vendor acknowledges and agrees that any breach or threatened breach of this Article 9 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

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delay by Metrolinx in exercising any right hereunder shall operate as a waiver hereof, or shall estop Metrolinx from obtaining permanent injunctive relief.

#### **10.0 Representations, Warranties and Covenants**

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

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

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- (v) the Vendor has carefully reviewed the whole of this Contract, including all of the Contract Documents, and all other documents made available to the Vendor by Metrolinx, and, to the Vendor's knowledge, nothing contained herein or therein inhibits or prevents the Vendor from performing the Work in accordance with the Required Standard of Care so as to achieve and satisfy the requirements of this Contract;
- (vi) the Vendor has engaged and shall engage only Subvendors and Vendor Personnel that are qualified and competent to perform the portions of the Work they are responsible for and possess the requisite Domain Expertise;
- (vii) the Vendor has available the resources and personnel to complete all of its obligations under this Contract in a timely, efficient and professional manner in accordance with the Required Standard of Care;
- (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 Request Conflict of Interest;
- (x) unless the Vendor is WSIB exempt, 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.

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

The Vendor hereto agrees that its covenants, representations and warranties contained in this Article 10 are continuing covenants, representations and warranties and shall apply and be true and correct at all times during the Term.

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#### 10.3 Disclaimer

THE PARTIES AGREE THAT, EXCEPT AS EXPRESSLY PROVIDED IN THIS CONTRACT, THERE ARE NO OTHER WARRANTIES (EXPRESS OR IMPLIED) PROVIDED BY THE VENDOR WITH RESPECT TO THE PERFORMANCE OF THE SERVICES, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

### 11.0 Indemnity

#### 11.1 Indemnification

- (a) The Vendor shall at all times indemnify and save harmless Metrolinx, its officers, directors, employees, members, agents, representatives, successors and assigns (hereinafter the “Indemnified Parties”), from and against any and all Losses resulting from:
  - (i) the death of or bodily injury to any agent, employee, customer, business invitee, business visitor or other person, to the extent caused by the negligence or willful misconduct of the Vendor or any Vendor Personnel;
  - (ii) the damage, loss or destruction of any real or tangible personal property (excluding data), to the extent caused by the negligence or willful misconduct of the Vendor or any Vendor Personnel;
  - (iii) the unauthorized disclosure by the Vendor or any Vendor Personnel of any Confidential Information and/or Personal Information;
  - (iv) any acts performed by or on behalf of the Vendor beyond the authority of the Vendor hereby conferred;
  - (v) 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

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- (vi) any infringement or alleged infringement of any patent, trade secret, service mark, trade name, copyright, official mark, moral right, trademark, industrial design or other proprietary rights conferred by contract, common law, statute or otherwise in respect to the Work or any matter provided to Metrolinx or performed by the Vendor, or anyone else for whom at law the Vendor is responsible; provided, however, the Vendor shall not be required to indemnify the Indemnified Parties pursuant to this subsection if (x) the infringement or alleged infringement was caused by the modification of a Deliverable by any person other than the Vendor or a Vendor Personnel or by the use of the Deliverable in combination with intellectual property not supplied by the Vendor, but only if the claim would not have arisen without such modification or combination, (y) the Deliverable was based upon, or incorporates, designs provided by Metrolinx, or (z) the Deliverable relating to the infringement or alleged infringement were used in a manner not permitted by this Contract.
- (A) If the Vendor is required to indemnify Metrolinx pursuant to this Section 11.1(a)(vi), or if, in the Vendor's judgment, Metrolinx' use of the intellectual property is likely to be infringing, the Vendor may, at its option: (i) secure the right to continue using such intellectual property, or (ii) replace or modify the such intellectual property to make it non-infringing, provided that any such replacement or modification will not degrade the performance or quality of the affected component of the Work in any material way. If neither course of action described in clauses (i) or (ii) is available to the Vendor, the Vendor will remove such intellectual property from the Work and equitably adjust the Vendor's charges to adequately reflect such removal.
- (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 11, provided that the indemnity obligations of the Vendor under this Article 11 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 11, and without prejudice to



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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 11.1(c) shall not apply in the event that such Loss is otherwise provided for under any insurance provided by the Vendor to or for the benefit of Metrolinx.

- 11.2 Metrolinx shall at all times indemnify and save harmless the Vendor Indemnified Parties from and against any and all third party Losses that are awarded by a court of competent jurisdiction resulting from Metrolinx's breach of Section 5.1(f), except to the extent finally determined to have resulted from the Vendor's gross negligence or intentional misconduct relating to the Deliverables.

## 12.0 Limitation of Liability

### 12.1 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.

### 12.2 Limitations on Liability

- (a) Subject to Section 12.2(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. The Vendor acknowledges and agrees that any

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damages awarded by a court of competent jurisdiction against Metrolinx as a result of a third party claim is to be considered direct damages.

- (b) Subject to Section 12.2(d), 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 two times the Estimated Contract Price.
- (c) The limitations of liability set forth in Section 12.2(a) shall not apply with respect to:
  - (i) damages occasioned by the willful misconduct or gross negligence of the Vendor or any Vendor Personnel; or
  - (ii) claims that are the subject of indemnification pursuant to Section 11.1(a)(iii)[*Unauthorized Disclosure*] or Section 11.1(a)(vi)[*IP Infringement*].
- (d) The limitations of liability set forth in Section 12.2(b) shall not apply with respect to:
  - (i) damages occasioned by the willful misconduct or gross negligence of the Vendor or any Vendor Personnel; or
  - (ii) claims that are the subject of indemnification pursuant to Section 11.1(a).
- (e) Each party shall have a duty to mitigate damages for which the Vendor is responsible.

## 13.0 Termination

### 13.1 Termination for Cause by Metrolinx

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

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- (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; and
  - (iii) 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.
- (b) If Metrolinx chooses to terminate this Contract in part under Section 13.1 or 13.2, a Change order or amendment will be prepared to reflect the partial termination and the charges payable under this Contract will be equitably adjusted to reflect that Work that is terminated.

#### **13.2 Termination for Convenience by Metrolinx**

- (a) Metrolinx may, by thirty (30) days' written notice to the Vendor, terminate this Contract, in whole or in part, for convenience, and thereupon Metrolinx shall be liable for payment to the Vendor for those monies attributable to the part of the Work performed in accordance with all the terms of this Contract to the date of termination stipulated in such notice. Metrolinx shall also be liable for any reasonable documented 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.

## **14.0 Force Majeure**

### **14.1 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 14.1(a) are met) but shall in no event include:

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- (i) shortages or delays relating to supplies or services; or
- (ii) on the part of the Vendor, lack of financing or inability to perform because of the financial condition of the Vendor.
- (c) A failure by Metrolinx to furnish instructions is not a Force Majeure Event until fourteen (14) days after a demand for such instructions has been made in writing by the Vendor and not then unless such claim is reasonable and justified to Metrolinx.

#### **14.2 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 14.2(a).
- (c) In the case of a continuing Force Majeure Event, only one notice shall be necessary.

#### **14.3 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.

### **15.0 Dispute Resolution**

- (a) All Disputes shall be resolved in accordance with, and the Parties shall comply with, Schedule D - Dispute Resolution.
- (b) The process set out in Schedule D – Dispute Resolution shall not be construed to prevent a Party from instituting, and a Party is authorized to institute, litigation earlier, but only if required to avoid the expiration of any applicable limitations period or to preserve a superior position with respect

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to other creditors, or where a Party makes a good faith determination that a breach of the terms of this Contract by the other Party is such that the damages to such Party resulting from the breach shall be so immediate, so large or severe, and so incapable of adequate redress after the fact that a temporary restraining order or other immediate injunctive relief is the only adequate remedy.

#### **16.0 Set Off**

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

#### **17.0 General**

##### **17.1 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.

##### **17.2 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.

##### **17.3 Survival**

- (a) The obligations set out in Articles 1, 3, 4, 5, 6, 9, 10, 11, 12, 13, 15 and this Article 17, and Section 2.9 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.

##### **17.4 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.

##### **17.5 Assignment**

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- (a) The Vendor shall not assign this Contract in whole or in part without the prior written consent of Metrolinx, which consent shall not be unreasonably withheld or delayed. Metrolinx shall have the right to assign this Contract without consent, but on not less than ten (10) days' notice to the Vendor.

#### **17.6 Independent Parties**

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

#### **17.7 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.

#### **17.8 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. Where the Vendor does not comprise two or more Persons, this Section 17.8 shall be deemed to be deleted.

#### **17.9 Notice**

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- (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.

#### **17.10 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.

#### **17.11 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.

#### **17.12 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.

#### **17.13 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

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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.

#### 17.14 Conflict of Interest Acknowledgement and Agreement

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



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- (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.

### **17.15 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.

**END OF SECTION**

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#### **1.0 In this Contract Document,**

- 1.1 “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.
- 1.2 “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.
- 1.3 “Arbitration Act” means the Arbitration Act, 1991, S.O. 1991, Chapter 17.
- 1.4 “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.
- 1.5 “Changes” has the meaning ascribed to it in Section 7.1 of the General Conditions.
- 1.6 “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 Metrolinx Materials, Personal Information, Contract Records, and anything else specifically marked or identified by Metrolinx as confidential or proprietary are deemed to be “Confidential Information” for the purposes of this Contract.
- 1.7 “Conflict of Interest” has the meaning ascribed to it in Section 17.14 of the General Conditions.
- 1.8 “Contract” means this contract between the Vendor and Metrolinx pursuant to Request No. RQQ-2018-PPDD-244 including the Articles of Agreement, the General Conditions and the Schedules thereto and the Contract Documents.
- 1.9 “Contract Documents” means the Contract and those documents listed in “Scope of Work” and any written amendments thereto as agreed to by the Parties.

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- 1.10 “Contract Performance Appraisal” has the meaning ascribed to it in Section 2.9(a) of the General Conditions.
- 1.11 “Contract Records” has the meaning ascribed to it in Section 9.10(a) of the General Conditions.
- 1.12 “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.
- 1.13 “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.
- 1.14 “Dispute Notice” has the meaning given in Schedule D - Dispute Resolution of General Conditions.
- 1.15 “Domain Expertise” means the required level of depth and breadth of qualifications and experience in respect of the tasks to be performed in connection with the Work, gained through a practical application of the knowledge underlying the tasks in an environment substantially similar to that of the Work.
- 1.16 “Effective Date” means the final date of execution of this Contract by both Parties.
- 1.17 “Estimated Contract Price” means the amount identified as such in Request Document Form: Contract Prices which shall form part of the Articles of Agreement.
- 1.18 “Excise Tax Act” means the Excise Tax Act, R.S.C. 1985, Chapter E-15.
- 1.19 “FIPPA” means the Freedom of Information and Protection of Privacy Act, R.S.O. 1990, Chapter F.31.
- 1.20 “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.

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- 1.21 “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.
- 1.22 “Income Tax Act” means the Income Tax Act, R.S.C. 1985, Chapter 1 (5th Supp.).
- 1.23 “Indemnified Parties” has the meaning ascribed to it in Section 11.1 of the General Conditions.
- 1.24 “Intellectual Property” means all intellectual and industrial property, including all Software, 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 all Intellectual Property Rights therein.
- 1.25 “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.
- 1.26 “Joint Venture” is the business arrangement of two or more parties proposed as identified in the Submission.
- 1.27 “Key Personnel” means the person(s) identified by name in Section 1.1(a) of Schedule E - Vendor Personnel.
- 1.28 “Key Responsibilities” means the main responsibilities and tasks to be performed by each category of Vendor Personnel, as identified in Schedule E: Vendor Personnel.
- 1.29 “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.
- 1.30 “Metrolinx” means Metrolinx, a provincial crown agency continued under the Metrolinx Act, S.O. 2006, Chapter 16, and its successors and assigns.

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- 1.31 “Metrolinx IP” has the meaning ascribed to it in Section 5.1 of the General Conditions.
- 1.32 “Metrolinx Materials” means: (a) all materials, images, reports, Software, 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, and any other recorded information, in any form and on any media, that are proprietary to, or controlled or licensed by, Metrolinx and provided to the Vendor; (b) all procurement documents issued by Metrolinx; (c) all documentation or source materials (including source code) related to any of the foregoing; and (d) all copies, translations, improvements, modifications, enhancements, adaptations, or derivations made to the Metrolinx Materials by Metrolinx or any third party not performing work under this Contract.
- 1.33 “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.
- 1.34 “Metrolinx Representative” or “Metrolinx’s Representative” has the meaning ascribed to it in Section 2.8 of the General Conditions.
- 1.35 “OHSA” means the Occupational Health and Safety Act, R.S.O. 1990, Chapter O.1.
- 1.36 “Parties” means both of Metrolinx and the Vendor and a “Party” means either one of them.
- 1.37 “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.
- 1.38 “Personal Information” has the meaning ascribed to it in FIPPA.
- 1.39 “PIPEDA” means the Personal Information Protection and Electronic Documents Act, S.C. 2000, Chapter 5.
- 1.40 “Place of Work” is the designated site or location of the Work.
- 1.41 “Privacy Impact Assessment” refers to a systematic and consistent method of analysis to identify and analyze privacy risks in a program, technology or service.

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- 1.42 “Prohibited Procurements” has the meaning ascribed to it in Section 17.14 of the General Conditions.
- 1.43 “Rates” has the meaning ascribed to it in Section 1.1 of Schedule B - Financial Terms of General Conditions.
- 1.44 “Request 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 RQQ Process that was not available to other bidders, (ii) communicating with any person with a view to influencing preferred treatment in the RQQ Process (including but not limited to the lobbying of decision makers involved in the RQQ Process), or (iii) engaging in conduct that compromises, or could be seen to compromise, the integrity of the RQQ Process.
- 1.45 “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.
- 1.46 “RQQ Process” means the Request to Qualify and Quote process set out in Request No RQQ-2018-PPDD-244.
- 1.47 “Scope of Work” describes the general and detailed requirements of the Work.
- 1.48 “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.
- 1.49 “Standards” means, at a given time, those standards, specifications, manuals, codes, practices, methods and procedures applicable to the Required Standard of Care.
- 1.50 “Subvendor” means an individual, firm, partnership, corporation or design professional having a direct contract with the Vendor or another Subvendor to

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#### **Consulting Service for the Preliminary Design and EA/TPAP for the Durham-Scarborough Bus Rapid Transit Corridor RQQ-2018-PPDD-244**

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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.

- 1.51 “Submission” means all documentation and other materials and information submitted by the Proponent in response to Request No. RQQ-2018-PPDD-244.
- 1.52 “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.
- 1.53 “Term” has the meaning ascribed to it in Section 2.1 of the General Conditions.
- 1.54 “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.
- 1.55 “Vendor” means [TO BE COMPLETED AT SIGNING].
- 1.56 “Vendor Background IP” means any methodologies, patterns, plans, procedures, Software, algorithms, computer code, documentation, tools, business processes, scripts, interfaces, commands, technical information, know-how, techniques, specifications, technologies and/or other Intellectual Property that is proprietary to the Vendor or which Vendor has the right and licence to use and make available to Metrolinx, and all documentation related to any of the foregoing, in each case that was either: (a) created prior to the Effective Date; or (b) created, developed or produced independently of this Contract and/or the performance of the Work.
- 1.57 “Vendor Indemnified Parties” means the Vendor, its affiliates and each of their respective officers, directors, employees, agents, successors, and assigns.

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- 1.58 “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.
- 1.59 “Vendor Policies” has the meaning ascribed to it in Schedule C - Insurance of General Conditions.
- 1.60 “Vendor’s Representative” means the person identified by the Vendor, and Accepted by Metrolinx, as the Vendor’s authorized representative pursuant to Section 2.7 of the General Conditions.
- 1.61 “Work” means all the activities, services, goods, equipment, matters and things required to be done, delivered or performed by the Vendor under this Contract, including all of the work, labour, services, goods, equipment, if applicable, described in the Scope of Work.

**END OF SECTION**



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**SCHEDULE B – FINANCIAL TERMS**

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**1.0 Payment**

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

**2.0 Limitation of Expenditure**

- 2.1 It is understood that the Contract is based on reimbursement for actual Work requested by Metrolinx and performed by the Vendor in accordance with all the terms of this Contract.
- 2.2 Metrolinx does not guarantee any minimum or maximum of work.

**3.0 Estimated Contract Price**

- 3.1 Subject to Sections 7.1, 7.2 and Article 8 - Additional Resources of the General Conditions, Metrolinx and the Vendor acknowledge and agree that Estimated Contract Price set out in the Articles of Agreement is the maximum amount payable in respect of the provision of the Work, excluding HST; provided, however, that the foregoing is not an entitlement to, nor a guarantee that the Vendor will be paid the full amount of, the Estimated Contract Price.

**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. 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 Estimated 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 the Canada 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, 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 Estimated Contract Price, unless such additional amount is agreed by the Parties pursuant to the change management process set out in Article 7 of the General Conditions.
- 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 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.

**8.0 Metrolinx Property**

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

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END OF SECTION

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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 cross liability and severability of interest.

(b) Automobile Liability Insurance

- (i) Subject to the following sentence, 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. If the Vendor does not own any vehicles and non-owned vehicle coverage is provided under a Commercial General Liability Insurance policy, the Vendor is not required to provide a certificate for Automobile Liability Insurance so long as at the time it provides the other certificates, it submits an officer’s certificate signed by an officer of the Vendor stating the same.

(c) Errors and Omissions Insurance

- (i) The policy shall provide errors and omissions insurance including coverage for network security, privacy, infringement of trademark and copyright covering the Work rendered by the Vendor, any Subvendors or any Vendor Personnel, including personnel on loan to the Vendor who perform normal services of the Vendor under this Contract. The policy shall have a limit of liability of not less than two million dollars (\$2,000,000) per occurrence and in the policy aggregate. The policy shall be maintained throughout the Term, plus thirty-six (36) months after the termination or expiration of this Contract.

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

**1.2 Additional Coverage**

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

**1.3 Requirements for Insurance**

- (a) All of Vendor's policies of insurance, as required under this Contract (the "Vendor Policies"), shall be taken out with insurance companies licensed to transact business in the Province of Ontario with an AM Best rating of no less than A or the equivalent rating of another industry-recognized rating company.
- (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

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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) 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 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;

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- (b) Additional insureds as follows:
  - (i) The Certificate of Commercial General Liability Insurance shall include the following as additional insureds:
    - (A) Metrolinx;
    - (B) Region of Durham ; and
    - (C) City of Toronto.
- (c) A provision requiring the insurer to endeavor to give Metrolinx thirty (30) calendar days' prior written notice of any cancellation of the required insurance policies.

**2.0 Workplace Safety & Insurance Board Protection**

- 2.1 With respect to the WSIB coverage as required under the Workplace Safety and Insurance Act (Ontario), the Vendor unconditionally guarantees to Metrolinx full compliance with the conditions, regulations and laws relating to workplace safety insurance by itself and by all Subvendors.
- 2.2 Without restricting the indemnity obligations of the Vendor in Article 11 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, 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



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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, a Director in the Information & Information Technology department 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,

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for the purpose of same, each Party shall provide its representative with full and timely disclosure of all relevant facts information and documents as may be reasonably required or may be reasonably 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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- (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.

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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 consider 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

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**1.0 Vendor Personnel**

1.1 The following are roles that shall be filled by the Vendor in accordance with the following requirements in respect of qualifications, experience and minimum years of experience. Each individual performing one of the roles below shall perform the Key Responsibilities listed below as well as any other responsibilities as requested by Metrolinx, in accordance with the Contract, for the duration specified in the table below

(a) Key Personnel

<b>Role</b>	<b>Qualifications and Experience</b>	<b>Required Duration</b>	<b>Years of Experience</b>
Project Director	<ul style="list-style-type: none"><li>• Engineer, urban planner, architect, or similar relevant technical professional with a minimum of fifteen (15) years of relevant project management experience.</li><li>• Experience providing strategic leadership and oversight in transportation planning, transit planning, environmental assessments, and multi-disciplinary public infrastructure development studies.</li><li>• Experience with the full life- cycle of project development from conceptual planning and project definition to environmental assessment and preliminary design.</li><li>• An industry leader in strategic planning with the ability to understand and communicate network-level impacts from the various planning tools available.</li><li>• The Project Director is expected to be engaged with the project in an in-depth capacity throughout the contract term.</li></ul>	Contract Duration	15 years
Project Manager	<ul style="list-style-type: none"><li>• Engineer, urban planner, architect, or similar relevant technical professional with a minimum of ten (10) years of relevant project management experience.</li><li>• Qualifications and extensive experience in managing project scope, budget and schedule for transportation planning, transit planning and managing multi-disciplinary public infrastructure development studies.</li><li>• Experience with the full life- cycle of project development from conceptual planning and project</li></ul>	Contract Duration	10 years

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	<p>definition to environmental assessment and preliminary design.</p> <ul style="list-style-type: none"> <li>• Experience with transit infrastructure business cases.</li> <li>• Experience in coordinating complex stakeholder management issues, as well as implementing overall quality control procedures for documentation and reports.</li> <li>• Excellent written and oral communication skills are essential.</li> </ul>		
Environmental Lead	<ul style="list-style-type: none"> <li>• Environmental Planner, urban planner, or similar relevant technical professional with a minimum of ten (10) years of environmental assessment or TPAP experience.</li> <li>• Must demonstrate experience on at least three (3) EAs in the role of Environmental Lead within the past five (5) years.</li> <li>• Managing and coordinating EA studies including management of numerous technical specialists and sub consultants;</li> <li>• Professional experience working on EAs and or TPAPs related to transportation infrastructure projects, including but not limited to bus and BRT stations, BRT platforms, BRT systems, road widenings, road realignments;</li> <li>• Extensive knowledge in air quality, noise, and vibration; natural, socio-economic and cultural environments with the ability to develop mitigation and monitoring plans, and support environmental permits and approvals. Knowledge of environmental soil and water contaminants will be considered an asset;</li> <li>• Professional experience in writing proposals, technical memos, letters, presentation materials and environmental reports. This person will be responsible for reviewing and editing all documents submitted to Metrolinx, including third party (sub-consultant) reports. Sample of previous work may be requested by Metrolinx as part of the evaluation;</li> <li>• Project management experience managing numerous specialist groups and sub-consultants.</li> </ul>	Phase Two	10 years

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Lead Transportation Planner	<ul style="list-style-type: none"> <li>• P.Eng. licensed to practice in the Province of Ontario, or RPP/MCIP or equivalent governing body</li> <li>• Planner/transportation planner/transportation engineer with a minimum of ten (10) years professional experience in transit planning, and rapid transit planning.</li> <li>• experience in rapid transit network planning and analysis, business cases, ridership forecasting, traffic analysis and project appraisal using cost/benefit methods.</li> </ul>	Contract Duration	10 years
Lead Transportation Engineer	<ul style="list-style-type: none"> <li>• P.Eng. licensed to practice in the Province of Ontario;</li> <li>• Transportation engineer with a minimum of fifteen (15) years professional experience in transit engineering</li> <li>• Must demonstrate experience on three (3) projects as a Transportation Engineer within the past five (5) years;</li> <li>• Experience in engineering specifically traffic analysis and transportation planning;</li> <li>• Experience in designing and preparing Traffic Impact Studies, land use forecasting, trip generation and trip distribution, route choice and traffic mode;</li> <li>• Knowledge and hands-on experience with software related to transportation/ traffic design and engineering, laws, codes, regulations to provide safe, convenient and efficient design;</li> <li>• Experience in Urban Planning, traffic control systems, road design and construction, along with infrastructure, utilities and services associated with developing road network.</li> <li>• The Lead Transportation Engineer shall have experience in design and engineering of bus transit projects, including BRT systems, including experience developing capital cost estimates.</li> </ul>	Contract Duration	15 years
Lead Transportation Modeller	<ul style="list-style-type: none"> <li>• P.Eng. licensed to practice in the Province of Ontario, or RPP/MCIP or equivalent governing body</li> <li>• Planner/transportation modeller with a minimum of ten (10) years professional experience in four-stage travel demand modelling.</li> <li>• The Lead Transportation Modeller shall have extensive experience in developing transit ridership forecasts from four- stage travel demand models,</li> </ul>	Phase One	10 years

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	<p>performing model validation and quality control checks on modelling outputs, and use of EMME modelling software.</p> <ul style="list-style-type: none"> <li>• The Lead Transportation Modeller shall have extensive experience in the analysis of travel demand model outputs, including passenger forecasts, travel time savings, and vehicle-kilometres travelled, as well as interpreting travel patterns.</li> <li>• The Lead Transportation Modeller shall have experience in macro and micro simulation of Bus Rapid Transit systems.</li> <li>• The Lead Transportation Modeller shall have experience in traffic analysis and is experienced in the analysis and reporting of both macro and micro model outputs as they pertain to traffic and BRT impact analysis</li> </ul>		
BRT Operations Specialist	<ul style="list-style-type: none"> <li>• P.Eng. licensed to practice in the Province of Ontario, or RPP/MCIP or equivalent governing body</li> <li>• Transit operations expert with a minimum of ten (10) years professional experience developing operating and service plans for BRT services.</li> </ul>	Phase One	10 years
Communications and Stakeholder Relations Specialist	<ul style="list-style-type: none"> <li>• Stakeholder relations professional with a minimum of seven (7) years developing stakeholder consultation programs / plans on contentious and high-profile public issues for effective public and stakeholder outreach and input.</li> <li>• Experience developing and implementing comprehensive stakeholder engagement and consultation programs for Environmental Assessments related to infrastructure improvements, large scale transportation infrastructure projects, such as major bridges, highway improvements, BRT infrastructure, train layover facilities, and transit projects using the TPAPs or Class EA processes.</li> <li>• Must demonstrate experience on three (3) projects as a Communications and Stakeholder Relations Specialist within the past five (5) years.</li> <li>• Experience with graphic/web design and/or photoshop software is an asset.</li> </ul>	Contract Duration	7 years
Economist	<ul style="list-style-type: none"> <li>• Economic and financial analysis of transit investment options through a business case framework, including infrastructure lifecycle costing, revenue forecasting,</li> </ul>	Phase One	10 years



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	calculation and interpretation of economic benefits and familiarity with travel demand modelling.		
Heritage Specialist	<ul style="list-style-type: none"> <li>• Must be an associated member in good standing of the Canadian Association of Heritage Professionals (CAHP);</li> <li>• Qualified heritage professional that is a professional heritage specialist, architect, archaeologist or equivalent.</li> <li>• A graduate from a recognized post-secondary institution in a field of study related to historical and architectural aspects of built heritage resources and cultural heritage landscapes;</li> <li>• Experience in the identification and evaluation of cultural heritage resources;</li> <li>• Experience in the development of heritage resource mitigation measures, including relocation, salvage and conservation plans for architecture and landscape;</li> <li>• Experience in managing projects similar to the Work being requested and for government-owned property containing Built Heritage Resources and/or Cultural Heritage Landscapes.</li> <li>• Knowledge of federal, Ontario, Ministry of Tourism, Culture and Sport Standards and Guidelines for Conservation of Provincial Heritage Properties (MTCS S&amp;Gs) and Metrolinx interim cultural management process (2013) and policies, standards and guidelines, procedures and legislation;</li> <li>• Experience preparing Adaptive Reuse Studies and Strategic Conservation Plans and undertaking associated stakeholder consultation activities related to infrastructure projects;</li> <li>• Experience in undertaking Cultural Heritage Screening Assessments for EAs, Cultural Heritage Evaluation Reports, Cultural Heritage Assessment Reports, and Heritage Impact Assessments related to infrastructure projects;</li> <li>• Experience preparing heritage evaluations through application of Ontario Regulations 9/06 and 10/06 of the Ontario Heritage Act;</li> <li>• Ability to liaise with other specialty consultants, contractors and Governmental Authorities;</li> </ul>	Phase Two	8 years

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	<ul style="list-style-type: none"> <li>Must demonstrate experience on three (3) projects as a Heritage Specialist within the past five (5) years.</li> </ul>		
Air Quality specialist/ Engineer	<ul style="list-style-type: none"> <li>Bachelor degree with major study area in chemical engineering, environmental engineering, civil engineering, chemistry, meteorology or other relevant study area;</li> <li>Must demonstrate experience as an Air Quality Specialist on three (3) infrastructure, highway, and/or transit projects within the past five (5) years;</li> <li>Experience quantitatively determining local/regional greenhouse gas emissions and predicting future emissions and their impact on air quality;</li> <li>Experience in designing and evaluating appropriate air quality impact mitigation for transportation projects and developing air quality management plans;</li> <li>Experience utilizing a scientific approved dispersion model, such as CALINE or AERMOD, and vehicle emission model such as MOBILE 6.2C;</li> <li>Experience in the determination of existing ambient air quality, exceedances in Ambient Air Quality Criteria (AAQC) or national air quality standards and identification of sensitive receptors;</li> <li>Understanding of federal, provincial and municipal laws and regulations as they pertain to air quality;</li> <li>Ability to liaise with other specialty consultants such as contractors, consultants and government authorities (i.e. MOECC).</li> <li>Experience working on similar projects in Ontario.</li> </ul>	Phase Two	8 years
Noise and Vibration Specialist/ Engineer	<ul style="list-style-type: none"> <li>P.Eng. licensed to practice in the Province of Ontario.</li> <li>Must demonstrate experience on three (3) projects as a Noise and Vibration Specialist within the past five (5) years;</li> <li>Experience in undertaking construction and operational Noise and Vibration Impact Assessments, in accordance with MOECC standards;</li> <li>Ability to successfully manage noise and vibration impacts as part of the construction and operation of a project;</li> <li>Develop mitigation strategies and recommendations</li> </ul>	Phase Two	8 years

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	<ul style="list-style-type: none"> <li>for transit projects in Ontario;</li> <li>• Experience in utilizing modelling software that follows MTO and MOECC methodology;</li> <li>• Knowledge of relevant federal and Ontario environmental legislation, standards and policies applicable to noise and vibration including GO Transit's Draft Noise and Vibration protocol (1995);</li> <li>• Ability to liaise with other specialty consultants, contractors, and governmental authorities.</li> </ul>		
Archeologist	<ul style="list-style-type: none"> <li>• Designation as a Professional Archaeologist licensed to practice in Ontario in accordance with the Ontario Heritage Act;</li> <li>• Experience undertaking Stage 1 and Stage 2 Archaeological Assessments;</li> <li>• Experience working adjacent to known cemeteries;</li> <li>• Experience developing recommendations and mitigation strategies for properties identified;</li> <li>• Knowledge of Federal and Ontario heritage policies, procedures and legislation including the MTCS Standards and Guidelines;</li> <li>• Ability to liaise with other specialty consultants, contractors, and governmental authorities.</li> </ul>	Phase Two	8 years
Ecologist	<ul style="list-style-type: none"> <li>• Bachelor degree with major study area in ecology, conservation biology, environmental science or similar related discipline;</li> <li>• Must demonstrate experience on three (3) linear transit and infrastructure projects as an Ecologist within the past five (5) years;</li> <li>• Knowledge of the ecological concepts, function of the ecosystems and how human land uses are impacting them;</li> <li>• General familiarity with flora and fauna, and knowledge of the Species at Risk and their ecological requirements, which occur in Ontario;</li> <li>• Experience with Ecological Land Use Classifications;</li> <li>• Knowledge of Federal and Ontario policies and legislation related to fish and fish habitat; vegetation; wildlife; and designated natural areas including but not limited to: Ontario Endangered Species Act, Fisheries Act and the Migratory Birds Convention</li> </ul>	Phase Two	8 years

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	<ul style="list-style-type: none"> <li>Act;</li> <li>Experience in applying for provincial and federal permits for project implementation;</li> <li>Experience developing mitigation recommendations and monitoring requirements during pre- and post-construction.</li> </ul>		
Qualified Person (ESA and/or RA)	<ul style="list-style-type: none"> <li>Qualified Person (ESA and/or RA) as per O.Reg. 153/04, as amended;</li> <li>P.Geo. or P.Eng. licensed to practice in Ontario;</li> <li>Must demonstrate experience on 3 projects as a Qualified Person (QP) Environmental Site Assessment (ESA) or Risk Assessment (RA) in the past five (5) years;</li> <li>Experience undertaking Phase I and II ESAs;</li> <li>Experience designing and undertaking soil and groundwater investigations;</li> <li>Experience developing Soil Management Plans / Excess Materials Management Plans;</li> <li>Understanding of federal, provincial and municipal laws and regulations as they pertain to soil and/or groundwater quality;</li> <li>Ability to liaise with other specialty consultants such as contractors, consultants and government authorities (i.e. MOECC).</li> </ul>	Contract Duration	10 years
Facilitator	<ul style="list-style-type: none"> <li>Accredited member of the Canadian Public Relations Society is an asset.</li> <li>International Association of Facilitators certification is an asset (i.e. IAF Certified Professional Facilitator).</li> <li>Facilitation experience for Environmental Assessments, transportation, public realm, urban planning and design related projects.</li> <li>Demonstrated experience in facilitating large group stakeholder meetings, public meetings, and design workshops, with the potential to host and manage the input of a number of stakeholders. The ability to document the session with key findings is desired.</li> <li>Demonstrated experience with proficiency in consultation planning and a wide range of innovative facilitation techniques and engagement strategies, meeting formats, and means of soliciting meaningful feedback.</li> </ul>	Contract Duration	10 years

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Geotechnical Lead	<ul style="list-style-type: none"> <li>Professional Engineer (P.Eng), licensed to practice in the province of Ontario.</li> <li>Experience relevant to the type of work being requested in this RQQ</li> <li>Geotechnical and hydrogeological experience related to BRT guideways and Roadways.</li> </ul>	Contract Duration	10 years
Stormwater/Drainage Lead	<ul style="list-style-type: none"> <li>Professional Engineer (P.Eng), licensed to practice in the province of Ontario.</li> <li>Experience with storm water management reports, plans, permits and approvals for medium to large size transit projects.</li> <li>Experience on projects of similar size, scope and magnitude relevant to the type of work being requested in this RQQ.</li> </ul>	Contract Duration	10 years
Electrical Lead	<ul style="list-style-type: none"> <li>Professional Engineer (P.Eng), licensed to practice in the province of Ontario.</li> <li>Previous experience engineering electrical elements in the ROW including power distribution requirements for signaling system design protecting transit signal systems with respect to electrical immunization practices and all associated elements including but not limited to: power cases, battery cases and signal cases; electrical design for snow clearing devices, , telecommunications systems, fire safety systems, and backup power supply design.</li> <li>Previous experience engineering electrical and communications utilities relocation within the ROW, cable trough relocation and thorough understanding of the electrical code, Ontario Building Code and applicable regulations.</li> <li>Previous experience in the design, implementation, testing and commissioning of electrical work in the ROW.</li> </ul>	Contract Duration	8 years
Streetscape/Landscaping Lead	<ul style="list-style-type: none"> <li>P.Eng. licensed to practice in the Province of Ontario/ RPP/MCIP or a member of the OALA or equivalent governing body</li> <li>Previous experience in the design and implementation of civic improvements, and high quality urban design</li> </ul>	Contract Duration	5 years

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	<p>within the public realm</p> <ul style="list-style-type: none"> <li>• Experience obtaining the approvals necessary for civic improvements</li> <li>• Ability to develop detailed design drawings for civic improvements using MicroStation, AutoCAD or other computer-aided drafting software.</li> <li>• Ability to maintain relationships with stakeholders to ensure activities are coordinated with other public and utility works, where possible, to achieve maximum cost efficiencies and minimize disruption within the road allowance and disturbance of local businesses</li> </ul>		
Architectural Lead	<ul style="list-style-type: none"> <li>• Registered Architect with the Ontario Association of Architects (OAA), Ontario Association of Landscape Architects (OALA), and the Canadian Society of Landscape Architects (CSLA) licensed to practice in the province of Ontario.</li> <li>• Professional experience in the design of public transit stops stations, guideways, multimodal paths and other structures including landscape work.</li> </ul>	Contract Duration	10 years

(b) Non-Key Personnel

Role	Qualifications and Experience	Required Duration	Actual Years of Experience
Property Lead	<ul style="list-style-type: none"> <li>• Property Lead with a minimum of five (5) years professional experience in real estate and market analysis and determining land value capture impacts of transit investments</li> <li>• Experience maintaining a data base of property acquisition;</li> <li>• Experience liaising with the design team to identify property takings (i.e. full takings, partial, temporary limited interest).</li> </ul>	Contract Duration	5 years
Environmental Planner	<ul style="list-style-type: none"> <li>• Environmental Planner with a minimum of five (5) years professional experience in environmental planning, environmental assessment, and/or impact assessment</li> <li>• Full membership, or candidate eligibility, of the Canadian Institute of Planners or Ontario Professional</li> </ul>	Phase Two	5 years

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	Planners Institute; <ul style="list-style-type: none"> <li>• Experience with TPAP, GO Transit Class EA Municipal Class EA, or MTO Class EA.</li> <li>• Demonstrated public consultation and engagement experience.</li> <li>• Experience undertaking EAs of similar scope and complexity in Ontario and Canada.</li> </ul>		
Communication support staff	<ul style="list-style-type: none"> <li>• Experience assisting with or developing materials to be used in public communications and engagement programs.</li> <li>• Experience working on communications programs for Environmental Assessments or similar projects in Ontario is an asset.</li> <li>• Minimum three (3) years experience with graphic design, web design, and videography.</li> </ul>		
Technical writer and editor	<ul style="list-style-type: none"> <li>• Minimum five (5) years experience with technical writing and editing.</li> <li>• Experience with technical writing and editing for at least one (1) EA in the past five (5) years.</li> <li>• Minimum two (2) years experience with understanding and meeting AODA requirements in Ontario on print, digital, and written communications.</li> <li>• This person will be a dedicated professional writer for key documents who is skilled in translating technical planning and engineering concepts into well-written, public-facing reports which are coherent and concise and written in clear, plain language.</li> <li>• This person will have experience in writing to meet the information and communication accessibility requirements under the Accessibility for Ontarians with Disabilities Act (AODA).</li> </ul>	Contract Duration	5 years

Note to Vendor: This table shall be populated using “Request Document Form – Technical Submission Section 3 – Key Personnel Experience, Qualifications and Reference Projects” upon notification of acceptance of the Proponent’s Submission.

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**2.0 Replacement of Key Personnel**

2.1 Where the Vendor is proposing the replacement of Key Personnel, the Vendor shall provide the following documentation to the designated Metrolinx representative for review and approval:

(a) Curriculum Vitae

(i) The Vendor should, for each proposed Key Personnel, provide a Curriculum Vitae of up to three (3) pages for each Key Personnel, including biographical information, which clearly identifies:

(A) Name of individual and proposed Key Personnel role;

(B) Qualifications that relate to the proposed Key Personnel role, as specified in this Schedule E, relative to the Work being requested;

(C) Experience in performing the proposed Key Personnel role, as specified in this Schedule E herein, relative to the Work being requested (include project names and brief project overviews);

(D) Number of years in the proposed role on each project as well as the start date and completion date of each project;

(E) Responsibilities on each project while performing the proposed role;

(F) Details of accomplishments while performing the proposed role;

(G) Education; and

(H) Professional memberships and affiliations.

(b) Key Personnel References

(i) Immediately following the curriculum vitae for each proposed Key Personnel, the Vendor shall provide a list of three (3) references and contact information for relevant projects successfully delivered on-time and on-budget within the past five (5) years, while performing work in the same capacity as the proposed Key Personnel role.

(ii) The Vendor shall ensure that all contact information provided for references is current and accurate in order to enable Metrolinx to



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obtain all necessary information for evaluation purposes in a timely manner.

- (iii) The list of three (3) references submitted when combined should demonstrate that the named Key Personnel has the required qualifications and experience as stated in this Schedule E herein, and for work similar in size, scope and complexity to the Work to be provided herein.
- (iv) Such references shall relate directly to the experience, responsibilities and details of project accomplishments noted above. The information should include:
  - (A) Name of the company for which the work was performed;
  - (B) Contact person's name, title, telephone number and e-mail address; and
  - (C) Start and completion date of each reference project.

END OF SECTION

## **SCOPE OF WORK**

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

**SCOPE OF WORK  
GENERAL SAFETY REQUIREMENTS**

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**1.0 Safety Measures**

- 1.1 The Vendor's representative shall be responsible for ensuring that the provisions of statutes, regulations and by-laws pertaining to safe performance of the work and the work of other Vendors/Subvendors at the Place of Work are observed and that the methods of performing the work do not endanger the personnel employed thereon, the general public, and are in accordance with best safety practices and the latest edition of the OHSA and applicable Regulations. The Vendor shall include representatives of other Vendors/Subvendors working on site on the Joint Health and Safety Committee (JHSC) as required.
- 1.2 Prior to the Vendor's representative being absent from the Place of Work, the Vendor's representative will name another person, in writing to Metrolinx, who is competent to assume these responsibilities as the Vendor's representative.

**2.0 Project Responsibilities**

- 2.1 The Vendor and the Vendor's representative shall ensure that:
  - (a) All measures and procedures prescribed by the following Acts and Regulations (applicable Provincial) are carried out at the Place of Work;
  - (b) *The Occupational Health and Safety Act*;
  - (c) The Regulations for Industrial Establishments;
  - (d) The Canada Labour Code Part II;
  - (e) The Environmental Protection Act and Regulations;
  - (f) WHMIS Regulations;
  - (g) *Smoke-Free Ontario Act*;
  - (h) All other legislation, regulations and standards as applicable; and
  - (i) Metrolinx's "Safety Guidelines For Contractors, Consultants and Project Coordinators".
- 2.2 Every employer and every worker performing work at the Place of Work complies with all of the requirements referred to in Section 2.1 above; and
- 2.3 The health and safety of workers and the general public are protected in relation to the work performed on site. In addition to compliance with all occupational health and safety legislation, every employer and every worker performing Work

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at the Place of Work is required to demonstrate a willingness to participate in occupational health and safety program(s).

- 2.4 The Vendor shall perform a hazard and risk analysis of the work and list the top five (5) most hazardous health and safety concerns.

**3.0 Due Diligence**

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

**4.0 Alcohol and Drug Abuse Prevention**

- 4.1 The following rules shall apply to all persons while at the Place of Work and/or on Metrolinx's property:
- (a) The use, possession, distribution and/or sale of illegal drugs or drug paraphernalia is prohibited;

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- (b) The use, possession, distribution and/or sale of any any form of alcohol, including alcoholic beverages;
  - (c) Workers must know and understand the possible effects of drugs, medication or mood altering agents, including those prescribed by a doctor, which will adversely affect, in any way and to any extent, their ability to work safely;
  - (d) Individuals shall ensure that prescribed or over-the-counter medications are used responsibly and in accordance with the applicable instructions. Persons taking prescription drugs shall advise their supervisor if there is potential for performance to be negatively affected;
  - (e) No distribution, offering or sale of prescription medications is permitted; and
  - (f) Individuals must report for duty, free of the negative effects of alcohol and other drugs, including the effects of such use, and remain so during the entire period of duty.
- 4.2 Where a worker is suspected of being intoxicated, the following procedures must be followed:
  - (a) The worker will be escorted to a safe location away from the work area, and asked to remain there pending further action;
  - (b) The worker's supervision, worker health and safety representative (if applicable), union steward (if applicable) and the designated Metrolinx Contract representative will be requested to attend;
  - (c) The group present will determine an appropriate course of action and a means of transport to a suitable safe location;
  - (d) Where there are differences of opinion with respect to the worker's fitness for duty, the dispute will be resolved with a view to ensuring safety, and the worker will be transported home, or required to remain in a safe location until this can be arranged; and
  - (e) The local police may be called if the worker was operating any motorized vehicle requiring a valid driver's license.
- 4.3 Metrolinx will maintain a position of zero tolerance to any violations of these rules. At the sole discretion of Metrolinx, rule contraventions may result in:
  - (a) Verbal and written reporting to the person's supervisor/employer;

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- (b) Issuance of a written warning, and recording of same;
- (c) Reporting to the appropriate police department for investigation and subject to criminal prosecution;
- (d) An order to leave the project site temporarily or permanently; or
- (e) Remedies as may be specified in the Contract Documents.

### **5.0 Smoking in the Workplace**

- 5.1 The Vendor shall comply with, and enforce, all the provisions of the *Smoke Free Ontario Act* at all times while on Metrolinx's property.
- 5.2 A designated smoking area may be created at the Place of Work providing Metrolinx and the Vendor can mutually agree that one can be provided within the provisions of the *Smoke Free Ontario Act*. The Vendor shall be responsible for providing any and all signage required for the designated smoking area in the event a designated smoking area is created.

### **6.0 Workplace Hazardous Materials Information System (WHMIS)**

- 6.1 Be familiar with and comply to WHMIS Regulations:
- 6.2 Properly label controlled products.
- 6.3 Provide proper warning labels and training at the site.
- 6.4 Provide copies of the material safety data sheets (MSDS) for any controlled product at the Place of Work before the product is delivered to the site.
- 6.5 Be responsible for all applicable requirements of the regulations.
- 6.6 Before commencing any work at the Place of Work, attend a meeting in a location to be determined by Metrolinx and provide a proposal as to how hazardous materials will be stored and dispensed at the Place of Work. Also, present a proposal as to how hazardous and contaminated materials will be removed from the Place of Work. The disposal of hazardous materials shall comply with all legislative and municipal requirements.
- 6.7 Provide a list and proper handling procedures for all hazardous materials.

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**7.0 Metrolinx Safety Manual**

- 7.1 Metrolinx will issue an appropriate number of copies of its "Safety Guidelines For Contractors, Consultants and Project Coordinators" to the Vendor at the start-up meeting.
- 7.2 Vendors are responsible for familiarizing themselves and their employees with the contents of this manual.
- 7.3 Vendors shall distribute copies of this manual to their Subvendors and shall ensure that they, and their employees, are familiar with its content.
- 7.4 Vendors shall ensure that all persons given a copy of the "Safety Guidelines For Contractors, Consultants and Project Coordinators" complete the acknowledgement on the second page of the manual and return it to Metrolinx.
- 7.5 The requirements of this manual shall apply to the Work and the Place of the Work.

**8.0 Site Safety Personnel**

- 8.1 In the event Metrolinx deems it necessary, because of the Work and/or Safety Performance, the Vendor shall assign to the Place of Work a full time "Safety Officer" to assist the Vendor's representative in the discharging of safety responsibility on site, at no additional costs.
- 8.2 The Safety Officer shall have the training, experience and credentials to ensure compliance to the *Occupational Health and Safety Act* at the Place of Work.

**9.0 Site Security**

- 9.1 The Vendor shall ensure all personnel employed at the Place of Work, whether its own employees or a Subvendor's, wear an identification badge. At Metrolinx locations where access is restricted Metrolinx shall supply the identification badges. At all other locations it shall be the Vendor's responsibility to provide the identification badges.
- 9.2 A daily site log shall be maintained of all persons granted access to the "Place of Work" under the control and custody of the Vendor.
- 9.3 The Vendor shall ensure that all required documentation is available upon request by Metrolinx.
- 9.4 The Vendor shall not allow "Unauthorized" persons to access the "Place of Work".

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**END OF SECTION**



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**1.0 Railway Safety, Orientation and Permits**

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

**2.0 Alcohol and Drug Abuse Prevention**

- 2.1 The following rules shall apply to all persons while at the Place of Work and/or on the Owner's property while carrying out all aspects of the Work:
  - (a) The use, possession, distribution and/or sale of illegal drugs or drug paraphernalia is prohibited;
  - (b) The use, possession, distribution and/or sale of any form of alcohol, including alcoholic beverages;
  - (c) Workers must know and understand the possible effects of drugs, medication or mood altering agents, including those prescribed by a doctor, which will adversely affect, in any way and to any extent, their ability to work safely;
  - (d) Individuals shall ensure that prescribed or over-the-counter medications are used responsibly and in accordance with the applicable instructions. Persons taking prescription drugs shall advise their supervisor if there is potential for performance to be negatively affected;

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- (e) No distribution, offering or sale of prescription medications is permitted; and
  - (f) Individuals must report for duty, free of the negative effects of alcohol and other drugs, including the effects of such use, and remain so during the entire period of duty.
- 2.2 Where a worker is suspected of being intoxicated, the following procedures must be followed:
  - (a) The worker will be escorted to a safe location away from the work area, and asked to remain there pending further action;
  - (b) The worker's supervision, worker health and safety representative (if applicable), union steward (if applicable) and the designated Owner Contract representative will be requested to attend;
  - (c) The group present will determine an appropriate course of action and a means of transport to a suitable safe location;
  - (d) Where there are differences of opinion with respect to the worker's fitness for duty, the dispute will be resolved with a view to ensuring safety, and the worker will be transported home, or required to remain in a safe location until this can be arranged; and
  - (e) The local police may be called if the worker was operating any motorized vehicle requiring a valid driver's license.
- 2.3 The Owner will maintain a position of zero tolerance to any violations of these rules. At the sole discretion of the Owner, rule contraventions may result in:
- 2.4 Verbal and written reporting to the person's supervisor/employer;
- 2.5 Issuance of a written warning, and recording of same;
- 2.6 Reporting to the appropriate police department for investigation and subject to criminal prosecution;
- 2.7 An order to leave the project site temporarily or permanently; or
- 2.8 Remedies as may be specified in the Contract Documents.

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**3.0 Track Protection**

- 3.1 Work within the Railway corridor will be subject to the limitations stipulated within Canadian Rail Operating Rules (CROR). Track Protection by means of flagging protection will be required in accordance with CROR and Metrolinx Track Worker Safety Instructions (TWSI).
- 3.2 Flag persons/flag persons in training will be furnished by Metrolinx at no cost to the Contractor, up to the date specified for the Total Performance of the Work. After this date, the Contractor will at the sole discretion of Metrolinx, required to pay all additional flagging costs, which will be automatically deducted from the amounts due to the Contractor in the progress payments.
- 3.3 Installation of railway-approved temporary barriers, enclosures or platforms to separate off track equipment and workers from live track, eliminate equipment from entering the track clearance envelope or debris from falling to the track, will require a task specific risk assessment subject to approval by Metrolinx, and may reduce or eliminate the need for a flag person, or reduce the type of flagging protection required.
- 3.4 The Contractor will be responsible for ensuring that construction operations are carried out without interfering with the continued safe movement of rail traffic.
- 3.5 The Contractor shall ensure that a flag person is present at all times when work is executed within the Railway Corridor or within 10 meters of the nearest rail or above the track(s) where the work, in the opinion of Metrolinx, may be exposed to or interfere with the operation of trains. The Contractor shall arrange for a site meeting with Metrolinx no earlier than four weeks prior to flagging to confirm flagging protection requirements.
- 3.6 Equipment operators on track must be CROR/TWSI trained.
- 3.7 The Contractor shall submit the requests for flagging protection weekly with three (3) week forecast to ensure the most up-to-date information is being relayed for the scheduling of track protection. A minimum of 48 hours' notice shall be given for any cancellations of the scheduled or approved flagging protections.
- 3.8 Cancellation requested received less than 48hrs notice prior to scheduled start time shall result in costs incurred being applied to the Contractor.
- 3.9 The Contractor shall advise Metrolinx of work to be performed, using task specific method statements, in order to schedule flagging protection. Subject to Metrolinx approval of the method statement, the Contractor shall advise

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Metrolinx of the scheduled flagging times on the corridor at least three weeks in advance for Metrolinx's planning and coordination purposes. Metrolinx reserves the right to make adjustments to flagging as required.

- 3.10 Ensure that a responsible person is present at all times to whom the Railway personnel will issue orders regarding work near the tracks. Comply immediately with such orders and instructions.
- 3.11 The colour red shall not be used for safety vests or survey markers on railway right-of-way in order to avoid conflict with Railway Operational Practice. Other highly visible colours such as orange are acceptable provided they comply with the CSA Class 2 requirements for outer garments. Dark coloured outer wear with high visibility striping is not acceptable for use within Metrolinx railway corridors.
- 3.12 At no time shall idling equipment be left unattended by the operator.
- 3.13 The Contractor shall ensure that both rails of the same track are never connected with any conductor of electricity such as steel measuring tapes or metal traction equipment.
- 3.14 All accidents/incidents that have the potential to impact worker safety, the safe operation of trains, or damage to railway property must be reported immediately to the railway flag person. The appropriate railway authority and the GO Transit Control Center shall be advised immediately of any violations of the Canadian Railway Operating Rules.

**4.0 Protection of Infrastructure**

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

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**5.0 Restrictions on Construction Operations**

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

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

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**6.0 Crossing Tracks**

- 6.1 Do not cross tracks of the Railway Company with scrapers, bulldozers, trucks, barrows or other mechanical equipment at grade nor place crossing planks except by authority of Metrolinx, at locations designated by him.
- 6.2 The Contractor shall not cross the track with any equipment or vehicles without prior approval from Metrolinx. If the Contractor's schedule of operations requires construction equipment to cross the track, the Contractor shall make a request to Metrolinx for a Temporary Construction Crossing.
- 6.3 Each rail of the track shall be protected by use of rubber mats or tires, before any crawler mounted equipment is allowed to cross the track affected.
- 6.4 Construction equipment shall not cross the track except at an approved Construction Crossing designated by the Metrolinx. Crossings shall only be used by equipment when flagging protection has been provided. Refer to RC-0506-02 TRK GO Transit Track Standards; Section 13.6 Construction/Temporary Crossings.
- 6.5 If necessary, the Contractor shall be responsible for constructing and maintaining the crossing, the manually operated rising barriers and the approaches to the crossing to a standard acceptable to GO Transit Track Standards. Refer to RC-0506-02 TRK GO Transit Track Standards, Section 13.6 Construction/Temporary Crossings
- 6.6 The Contractor shall install the temporary manually operated rising barriers, approved by Metrolinx, to prevent use of the crossings by unauthorized personnel and keep gates locked when crossings are not in use. Metrolinx reserves the right to open the locks and use the gates at any time in order to access Metrolinx Lands.
- 6.7 Upon completion of all construction requiring use of the temporary crossings, the Contractor shall remove the crossing planking, the manually operated rising barriers, and the approaches and restore the track ballast section in accordance with the GO Transit Track Standards.

**7.0 Site Material Storage**

- 7.1 Due to the area of the work and the possibility of vandalism, all materials must be physically removed from the site or placed in secure bins or areas on a daily basis. No loose material will be allowed on site.

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- 7.2 The Contractor shall be held accountable for all damages to Owner operations or property, railway operations or property, and all persons or their property, that is found to be a result of improper materials storage practices by the Contractor or their Subcontractors.
- 7.3 The Contractor shall not store materials or equipment on the Rail Corridor. The Rail Corridor must remain clear for railway use at all times. Equipment shall not be positioned to block the railway access road, track area or any part of the Rail Corridor without prior Metrolinx approval.

END OF SECTION

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

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**1.0 Definition**

- 1.1 “ADM” means Air Dispersion Modelling,
- 1.2 “APEC” means Areas of Potential Environmental Concern
- 1.3 “Best Industry Practice” means using Standards, practices, methods and procedures to the highest commercial international standard, conforming to Applicable Laws and exercising that degree of skill and care, diligence, prudence and foresight which would be expected from a leading Person performing similar work in the railway industry, including work related to design and construction of signaling systems.
- 1.4 “BRT” means Bus Rapid Transit
- 1.5 “CaGBC” means Canadian Green Building Council
- 1.6 “CAHP” means Canadian Association of Heritage Professionals.
- 1.7 “CAD” means Computer Aided Design,
- 1.8 “CHAR” means Cultural Heritage Assessment Report
- 1.9 “CHER” means Cultural Heritage Evaluation Report,
- 1.10 “CLOCA” means Central Lake Ontario Conservation Authority,
- 1.11 “CN” means Canadian National Railway Company,
- 1.12 “CP” means Canadian Pacific Railway Company,
- 1.13 “DRM” means Metrolinx’s Design Requirements Manual,
- 1.14 “DRT” means Durham Region Transit
- 1.15 “EA” means Environmental Assessment,
- 1.16 “EMMP” means Environmental Mitigation and Monitoring Plan,
- 1.17 “EPR” means Environmental Project Report,
- 1.18 “ESA” means Environmental Site Assessment,
- 1.19 “ESIR” means Environmental Site Inspection Report,
- 1.20 “GO Transit” means GO Transit, a division of Metrolinx,



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- 1.21 “HVAC” means Heating, Ventilation and Air Conditioning,
- 1.22 “HOV” means High Occupancy Vehicle,
- 1.23 “IBC” means Initial Business Case,
- 1.24 “IO” means Infrastructure Ontario
- 1.25 “LEED” means Leadership in Energy and Environmental Design
- 1.26 “LID” means Low Impact Development,
- 1.27 “MNRF” means Ministry of Natural Resources and Forestry.
- 1.28 “MOECC” means Ministry of the Environment and Climate Change.
- 1.29 “MTCS” means Ontario Ministry of Tourism, Culture and Sport.
- 1.30 “MTO” means Ministry of Transportation of Ontario,
- 1.31 “OGS” means Oil and Grit Separators,
- 1.32 “PCA” means Potentially Contaminating Activity,
- 1.33 “PDBC” means Preliminary Design Business Case
- 1.34 “PIC” means Public Information Centre,
- 1.35 “PIN” means Property Identification Number,
- 1.36 “Project Delivery Team” means the Project Team including representatives from Metrolinx, City of Toronto, Durham Region, DRT and TTC.
- 1.37 “Project Team” means the Project Team, or the Project Delivery Team, including representatives from Metrolinx, City of Toronto, Durham Region, DRT and TTC.
- 1.38 “RER” means Regional Express Rail and/or GO Expansion.
- 1.39 “ROW” means Right Of Way,
- 1.40 “System” means group of interacting Subsystems or Products,
- 1.41 “TPAP” means Transit Project Assessment Process.
- 1.42 “TRCA” means Toronto and Region Conservation Authority.

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- 1.43 “Track” or “Railway track” or “Railroad track” means the structure consisting of the rails, fasteners, railroad ties and ballast, plus the underlying subgrade <http://en.wikipedia.org/wiki/Subgrade>.
- 1.44 “TTC” means Toronto Transit Commission.
- 1.45 “UTSC” means University of Toronto Scarborough Campus

## **2.0 Introduction and Project Objectives**

- 2.0 In 2018, Metrolinx completed the Durham-Scarborough Bus Rapid Transit Initial Business Case (DS BRT IBC) which recommends a preferred Bus Rapid Transit (BRT) alignment between Downtown Oshawa, in Durham Region, to Scarborough Centre, in the City of Toronto. The project is advancing to Preliminary Design Business Case (PDBC) and TPAP in accordance with the Metrolinx Business Case Framework, for capital investment projects.
- 2.1 The DS BRT is recognized by Metrolinx, the City of Toronto, the Toronto Transit Commission (TTC), Region of Durham, and Durham Region Transit (DRT) and members of the public as a regional transit priority connection. The Highway 2 BRT corridor is a crucial transportation corridor connecting people through the Region of Durham and Scarborough. The corridor has varied traffic, land use conditions and constraints. With rapid growth in the past decade and an expectation for this growth to continue into the future, demand for travel along the corridor will continue to increase and a higher capacity form of transit will be needed to link communities and employment on both sides of the Toronto-Durham boundary.
- 2.2 Given the significance of this project to the local and regional transit network, the Region of Durham, and the province have dedicated resources to planning studies, Environmental Assessments, bus infrastructure improvements, and the introduction of DRT’s PULSE service in 2013 between Downtown Oshawa and the University Of Toronto Scarborough Campus (UTSC).
- 2.3 The DS BRT is currently a priority In Development project under the 2041 Regional Transportation Plan (2041 RTP). The DS BRT is identified in the Durham Transportation Master Plan (2017), and the Durham Long Term Transit Strategy (2010) as an integral part of the Region of Durham’s 2031 Higher Order Transit Network, operating as a BRT between Simcoe St and the Durham-Toronto boundary with an assumed connection to Scarborough Centre.
- 2.4 The province, through Metrolinx is committed to finalizing the planning and design of the DS BRT, including preliminary design of the corridor and TPAP preparation and completion.

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- 2.5 This investment in the preliminary design and EA/TPAP completion will solidify the corridor and alignment and facilitate the decision on the preferred approach to project delivery. In particular this process will determine an appropriate design of the corridor, in conjunction with stakeholder and public consultation, clearly define the project benefits, and develop more detailed cost estimates.
- 2.6 This contract is anticipated to be a multi-year process. Phase One: Preliminary Design (15-20%) and PDBC is anticipated to take 9-12 months, and phase Two: Preliminary Design (25-30%), EA pre-planning and TPAP approval is anticipated to take between 12-18 months, depending on the outcomes of the EA preplanning work, it may take up to 24 months. It is important to note that these will be at least, partially concurrent. Phase Two will begin prior to the completion of Phase One, and some tasks under Phase One and Phase Two will be completed concurrently.

### **3.0 Background and Relevant Studies**

- 3.1 The DS BRT PDBC and TPAP will build upon a number of relevant studies, outlined below. All parties will provide any internal information and studies relevant and necessary for the project. Metrolinx and Region of Durham studies have confirmed the need for a BRT, but substantial work remains in terms of project development, and preliminary design to advance the project to support a preferred method of project delivery.
- 3.2 Durham-Scarborough BRT Initial Business Case (2018)
  - (a) The Rapid Transit alternatives analyzed in this 2018 Initial Business Case include:
    - (i) Full BRT with centre alignment;
    - (ii) Full BRT with curbside alignment; and
    - (iii) Hybrid consisting of centre and curbside alignments
  - (b) It is recommended that the Hybrid alternative be carried forward through to the Preliminary Design Business Case. Metrolinx staff will continue to work collaboratively with municipal and regional partners in the development of the Preliminary Design Business Case, and on the detailed planning and engineering workplan.
  - (c) The IBC also recommended that a future BRT connection between Scarborough Centre and the Stouffville GO Corridor should be investigated.
- 3.3 Durham-Scarborough Bus Rapid Transit Benefits Case (2010)

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- (a) This study was undertaken to assess the benefits of higher-order rapid transit service along Highway 2 in Durham Region and Ellesmere Road in Toronto. The study applied the Benefits Case/Multiple Account Framework used by Metrolinx at the time, which has since been superseded by the current IBC framework and more recent planning developments. Three BRT options from Simcoe Street in Oshawa to Scarborough Centre were assessed for the 2031 horizon:
  - (i) Full BRT with centre alignment and significant transit priority;
  - (ii) BRT with centre alignment and partial transit priority within Durham and Toronto;
  - (iii) BRT with centre alignment and partial transit priority in Durham, and mixed-traffic operation in Toronto.
- (b) It was concluded that all BRT options in the corridor would generate significant transportation, environmental and socio-economic benefits, with the Full BRT with centre alignment providing the greatest benefit, but highest cost, with a benefit-cost ratio of 1.2 and capital cost of \$498 million (\$2009). At the time of the study, the PULSE service was not in place and ng- thus the base case did not include a transit connection from Durham to Scarborough. The BRT options were therefore providing a completely new service.

#### **3.4 Durham Long Term Transit Strategy (2010)**

- (a) The Durham Long Term Transit Strategy (LTTS) developed a long-term (2031) regional transit strategy, with a focus on higher-order transit. Highway 2 was identified as the Region's highest priority rapid transit corridor. It was assumed rapid transit on Highway 2 would connect into Toronto, ultimately to Scarborough Centre with a major transit hub located at Sheppard Avenue/ Kingston Road to support transfers to other TTC routes. No detailed analysis or costing was undertaken for the transit network within the City of Toronto. The preferred option from the LTTS included an LRT focus with Highway 2 widened from four to six lanes with the two median lanes dedicated to LRT. A proof-of-concept functional plan of the corridor was prepared, and the cost to develop the LRT corridor, from the Toronto/Durham boundary to Courtice Road was estimated to be \$1 billion.

#### **3.5 Median Transit Lanes (2011) and Application of Preliminary Guidelines (2011)**

- (a) The purpose of these Durham Region studies was to develop preliminary guidelines for the selection of an appropriate design configuration (curbside lanes or centre median lanes) for on-road rapid transit along

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Durham Region arterial roads. Centre median BRT was found to be the preferred option due to greater benefits from service reliability, transit travel time savings, and potential transit mode share increases. However, the centre median option resulted in higher delays to general traffic than the curbside option, where delays remained the same as existing conditions. Similarly, left turn and pedestrian delays were higher at signalized intersections with the centre median option due to the added protected left-turn phase. The centre median option also required left turn restrictions at un-signalized cross streets, necessitating an allowance for U-turn manoeuvres.

#### **3.6 Class Environmental Assessment Highway 2 Transit Priority Measures (2012) and Addendum (2014)**

- (a) To progress Phase 1 of the rapid transit corridor, this EA study examined alternatives for widening Highway 2 in key transit priority opportunity areas. Two sections of Highway 2 were excluded from the EA study area because of environmental, schedule, and financial constraints, at the CN Rail crossing in Pickering and, at Pickering Village in Ajax. The 2014 Addendum addressed the widening of the Highway 2 segment at the CN Rail crossing, as well as modifications on three of the arterial roads that cross the Highway 2 corridor. Widening the subject segments of Highway 2 was selected as the preferred design solution, with the additional two lanes being dedicated for transit in curb lanes. Although dedicated transit lanes in the median were not selected as the recommended alternative at the time, it was identified that this option had the maximum potential person capacity along with the fastest and most reliable transit service. The study noted that that this option should be revisited in future Highway 2 transit studies.

#### **3.7 Rapid Transit Evaluation Framework (2014)**

- (a) As part of the City's Five Year Official Plan Review, the City of Toronto undertook a review of the transportation components of the Official Plan, referred to as Feeling Congested? In follow up work by the City, TTC and Metrolinx, a coordinated transit plan was presented that illustrated an integrated transit network in Toronto, with relevant projects to the study including:
  - (i) SmartTrack: Electrified regional rail from Union Station to Markham. There is possibility of an extension of the BRT west of Scarborough Centre;
  - (ii) Eglinton East LRT: Connections with the Durham- Scarborough BRT at UTSC;

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- (iii) Scarborough Subway : Extension of the Line 2 subway to Scarborough Centre and a connection to the Durham Scarborough BRT; The plan recognizes the Durham-Scarborough BRT, extending eastbound from Scarborough Centre on Ellesmere Road to Kingston Road and continuing to Durham Region.

#### **3.8 Durham Transportation Master Plan (2017)**

- (a) The Durham Transportation Master Plan (TMP) provides a multi-modal plan that defines the infrastructure, policies and programs to meet projected transportation needs to the year 2031. The Plan identifies the Durham-Scarborough BRT as an integral part of the Region's 2031 Higher-Order Transit Network, operating in dedicated transit lanes on Highway 2 from Simcoe Street in Oshawa to the Durham/Toronto boundary with an assumed connection to Scarborough Centre. The TMP also includes the implementation of BRT on Simcoe Street from the Central Oshawa GO Station just south of Highway 2 (King Street) to Highway 407 and serving Downtown Oshawa and UOIT. A High-Frequency Network is also recommended that includes frequent service with transit priority on north-south arterial roads that would connect and feed the Durham-Scarborough BRT at Thornton Road, Brock Street, Westney Road, Brock Road (with high-occupancy vehicle lanes), and Whites Road (with HOV). The section of Highway 2 east of the BRT corridor between Simcoe Street and Highway 418 is protected for future rapid transit, with a planned high-frequency bus route from the Highway 2 BRT at Simcoe Street to the future Bowmanville GO Station.

#### **3.9 Eglinton East LRT (on-going)**

- (a) The City of Toronto is currently undertaking planning and design studies to advance the implementation of the Eglinton East LRT, extending west on Eglinton Avenue from Kennedy Subway Station and the Eglinton Crosstown LRT to Kingston Road and northeasterly to Morningside Drive and northbound to UTSC and continues northbound along Morningside Drive, Sheppard Avenue and Neilson Road to Malvern. The project builds on the approved 2009 Scarborough-Malvern LRT EA. The EELRT has been designed to incorporate the BRT at UTSC.

#### **3.10 City of Toronto's 10 Year Cycling Network Plan**

- (a) The 10 Year Cycling Network Plan was approved by Council in 2016 and includes cycling facilities along Ellesmere Road in the City of Toronto.

#### **3.11 University of Toronto Scarborough Secondary Plan (2016, and ongoing study)**

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- (a) The UTSC Master Plan provides a vision of Scarborough Campus to the year 2030. This includes accommodating an expanded campus to the north (near Ellesmere Road) that will increase enrollment from 10,200 students in 2010 to over 35,500 students over the next 50 years. The UTSC Secondary Plan indicates an existing 35% transit mode split for all trips to campus with a high potential for growth with planned and proposed transit improvements. The Plan supports early implementation of a BRT route from Durham Region to Scarborough Centre and the 2011 recommendation was for the BRT to operate in mixed traffic on Ellesmere Road in the vicinity of the campus to minimize pedestrian crossing distance and provide better connectivity between North and South Campuses. The study is currently on-going to determine how best to integrate new rapid transit facilities (Eglinton East LRT, Durham-Scarborough BRT) to serve the campus in light of more recent planning activities.

#### **3.12 Highland Creek Village Study Area (2014)**

- (a) This City of Toronto study developed a vision to guide future growth and development of this historic village as a mixed-use, community-focused and pedestrian friendly destination. Highland Creek Village represents a major activity centre within the Durham Scarborough corridor. Highland Creek Village Transportation Master Plan (on-going) This study was initiated in 2012 by the City of Toronto to develop alternative solutions for various transportation issues within the Highland Creek Village study area, given the complex street system and circulation challenges that presently exist. The preferred alternative simplifies the routing of Kingston Road through the Village as continuous alignment in both directions and also allows for all movements at the Highway 2A and Military Trail intersection. This redesign would facilitate operations of a Durham-Scarborough BRT branch operating through Highland Creek Village.

#### **3.13 Scarborough Centre Transportation Master Plan (2018)**

- (a) The City of Toronto has recently completed the Scarborough Centre Transportation Master Plan (SCTMP). The SCTMP was used to inform the City initiated Official Plan Amendments Nos. 408 & 409 , which are now in effect. The SCTMP and OPA's provide the framework and policy direction for an integrated and connected multimodal transportation network to support growth and the development of Scarborough Centre into a vibrant urban node. The future changes will establish a transportation network that is supportive of all users, focusing on building

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connections within the Centre as well as to the surrounding area and the rest of the City.

#### **3.14 Scarborough Subway Extension & Scarborough Centre Station/Bus Terminal**

- (a) As part of the Line 2 Scarborough Subway Extension, the bus terminal at Scarborough Centre is being planned to accommodate TTC, DRT and GO Transit services. The specific BRT routing and infrastructure required at Scarborough Centre will need to be determined as part of this study

#### **3.15 GO Expansion and Regional Express Rail Program**

- (a) The GO Expansion and Regional Express Rail (RER) program is a major element in Metrolinx's 15-Year Plan to implement The 2041 RTP. The program includes two major projects relevant to the Durham-Scarborough corridor, providing a parallel service through much of the corridor, but oriented to long- distance regional travel and Downtown Toronto destinations:
  - (i) Lakeshore East 15-minute GO service: Frequent, two-way, all-day electrified regional rail service from Union Station to Central Oshawa Station;
  - (ii) Lakeshore East GO Rail Extension to Bowmanville Station: Extension of the current GO Rail service from Oshawa to Bowmanville.

### **4.0 Project Scope to be Delivered**

- 4.1 The project under this contract will be delivered in two phases however, some of the work under Phase Two will be completed concurrently with the work in Phase One.
- 4.2 Phase One of this contract focuses on developing the preliminary design for the corridor, including the completion of the PDBC. Work will also be completed as necessary, to support Phase Two and the future TPAP preparation and commencement. It will use the DS BRT IBC objectives, analysis and recommendations as a starting point, and focus on advancing the recommended option, toward a future EA and TPAP completion. Extensive public and stakeholder consultation is required during this phase of work.
- 4.3 The objectives of Phase One are to:
  - (a) Advance the design of the corridor to an approximately 15-20% preliminary design through a Pre-Planning for TPAP sub-phase. This will



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- include; dedicated median and curbside infrastructure, and transit priority measures along the corridor;
- (b) Establish a preferred design for the 'pinch point' locations along the corridor, in close collaboration with City of Toronto, Durham Region, City of Pickering, Town of Ajax, Town of Whitby and City of Oshawa, other stakeholders, and the public;
- (c) Refine fare revenue (based on ridership), project benefits and estimated life cycle costs including, operating, maintenance and capital replacement costs; and
- (d) Any other work required to support TPAP commencement and/or Phase Two (i.e. early works).

#### **4.4 Specific Tasks of Phase One:**

- (a) Task A-1: Establish Study Design;
- (b) Task A-2: Development of a Project Schedule;
- (c) Task A-3: Development of a Stakeholder and Public Consultation and Engagement Strategy;
- (d) Task B-1: Alternatives Analysis- Pinch Point Locations;
- (e) Task B-2: Alternatives Analysis- Future extension of BRT Corridor;
- (f) Task B-3: Corridor Preliminary Design (15%-20%);
- (g) Task C-1: Completion of PDBC; and
- (h) Task C-2: Phasing Analysis.

#### **4.5 The objectives of Phase Two are too:**

- (a) Complete the Preliminary Design (25%-30%) for the corridor through the EA and TPAP work; and
- (b) The Environmental Assessment (EA) will be completed as per Ontario Regulation 231/08 – Transit Projects and Metrolinx Undertakings and the Transit Project Assessment Process (TPAP) and will include all required environmental studies in order to obtain Ontario Ministry of the Environment and Climate Change (MOECC) Environmental Assessment Approval.

#### **4.6 Specific Tasks of Phase Two:**

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- (a) Task D-1: Revise and Refine the Project Schedule to ensure it is suitable for EA/TPAP Completion;
- (b) Task D-2: Develop a detailed EA Project Methodology to support the deliverables under Phase Two;
- (c) Task E: Completion of Environmental Studies;
- (d) Task F: Corridor Preliminary Design (25%-30%);
- (e) Task G: Update and complete the Communication and Consultation Plan and Record for EA/TPAP completion; and
- (f) Task H: Complete the Environmental Project Report (EPR) for the Durham Scarborough BRT.

## **5.0 Study Organisation and Approach**

5.1 The study will be managed by the Rapid Transit Planning Group at Metrolinx in partnership with the Region of Durham, DRT, City of Toronto and TTC. Due to the regional importance of this study, it will include a robust consultation approach with extensive regional and municipal and public engagement. Support and direction for the study will be provided by the following:

- (a) The Program Steering Committee made up of the Metrolinx Vice President/Director, Project Planning and Director, Bus Programs, Director, Transportation and Field Services, Region of Durham, Director, Transit and Transportation Planning, City of Toronto, Head of service planning TTC, and, General Manager DRT. The committee will provide strategic input into the study.
- (b) The Project Working Group (PWG) will be the primary staff- level group reviewing content and providing day-to-day direction on the study. The PWG will ensure coordination between parallel studies, provide technical input at key milestones, and help to identify potential issues to elevate to the Program Steering Committee. The PWG will include representatives from Metrolinx, the Region of Durham Works and Finance Departments, DRT, City of Toronto, TTC, and others as needed.
- (c) A Technical Advisor Group (TAC) made up of technical staff from Metrolinx, Region of Durham, City of Toronto, TTC, DRT, City of Pickering, Town of Whitby, Town of Ajax and City of Oshawa. The TAC will provide technical input and expertise into the study. It will ensure that

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the project aligns with the broader regional and municipal interest, plans and policies.

- (d) A Stakeholder Advisory Group made up of opinion leaders in transit, transportation, finance and procurement from the Region of Durham, Durham area municipalities, and the City of Toronto will provide input and help to identify key public and stakeholder issues.

### **6.0 Data Collection and Analysis Requirements**

- 6.1 The consultant is responsible for developing data collection and modelling processes, methodologies, assumptions and products that meet the requirements of Metrolinx and municipal and regional stakeholders.
- 6.2 Micro Simulation and Traffic Impact Analyses responsibilities will be with the Consultant Team, however close collaboration will be required with municipal and other key stakeholders along the corridor. The lead transit modeller and planner must be capable of collecting and analyzing raw data and present the information to a wide range of stakeholders, including technical staff from all agencies, elected officials, key stakeholders and members of the public. The consultant is expected to utilize micro simulation software such as VISSIM or Aimsun and traffic simulation software such as Synchro (if needed) to conduct the technical analysis, and the transit modelling team should have demonstrated experience in the aforementioned software suites. Any additional Greater Golden Horseshoe Model version 4 (GGHM\_v4) macro model runs beyond work completed for the DS BRT IBC that is deemed necessary by the consultant team will be conducted by Metrolinx, however the consultant will be expected to complete refinements to model network coding, develop required model inputs, interpret, extract and analyse the information providing recommendations to support the studies progression, as well as the calculation of strategic and economic benefits, net present value and the benefit-cost ratios for the PDBC. Experience using the travel demand modelling software Emme will be required to work with GGHM\_v4. Metrolinx will work collaboratively with the consultant team to support preparation of model inputs/materials for macro model runs.
- 6.3 The consultant will document all assumptions and inputs relating to the micro simulation modelling. The consultant will facilitate as many workshops between all parties as necessary to obtain agreement on all model assumptions and inputs for macro and micro modelling.
- 6.4 The consultant should expect multiple iterations of micro simulation outputs to be completed. The consultant will work with the project team to best determine how outputs will be produced and shown.

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- 6.5 The consultant should ensure that the project team agrees to the model and software compatibility to individual agency requirements.

**7.0 Stakeholder and Public Consultation and Engagement Requirements**

- 7.1 The consultant will develop a full stakeholder and public consultation and engagement strategy as part of this contract. This will be an iterative document which will be updated as required as the study progresses.
- 7.2 The consultant should budget for all stakeholder meetings, PICs, other engagement meetings, workshops etc as required to meet the deliverables under this contract. Metrolinx will not incur any additional costs related to stakeholder and public consultation.
- 7.3 The consultant will be responsible for providing support for PICs for at least two points in Phase One (to be confirmed through the study) and for all TPAP related consultation Phase Two.
- 7.4 All materials surrounding events including advertising, promotional material, presentations, boards etc will require multiple drafts and approvals from all parties. The consultant will provide a draft of these materials a minimum of four (4) weeks prior to any event or approved date of release of information for a period of review and approval of up to two (2) weeks. Any changes to the material will be incorporated into a final version for final review and approval.
- 7.5 In addition to the Project Director and/or Project Manager, selected key personnel identified in this contract will be expected to attend all PIC and stakeholder meetings. Key personnel required will be confirmed throughout the study.
- 7.6 The consultant should be prepared to provide support to all communication and engagement activities, meetings etc as required to meet all deliverables under this contract.
- 7.7 The consultant should provide a price per PIC in their pricing schedule.
- 7.8 Guidelines for development of the full stakeholder and public consultation and engagement strategy as part of this contract include:
- (a) Each round of public consultation should include a minimum of 4-6 PICs located in Scarborough, Pickering, Ajax, Whitby and Oshawa.
  - (b) The consultant should budget for approximately 18-20 total PICs, however the consultant should attend as many meetings with Metrolinx, Region of Durham, DRT, Durham area municipalities, City of Toronto,

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TTC and additional stakeholders to discuss the project as required for completion of the deliverables under this contract. Metrolinx will not incur any additional costs related to stakeholder and public consultation, including additional PICs.

- (c) The consultant should budget for additional communication material including development of PIC boards to support EELRT consultation and other City of Toronto, DRT and Durham Region led consultation events.
- (d) Public and stakeholder meetings, a project website, online consultation and social media will allow for input into the study process and the study recommendations. The consultants responsibilities for consultation are outlined in this document and will be finalized in the consultation and communications plan.
- (e) The locations of all public meeting are to be held within the study area of the proposed works. The Consultant shall submit three (3) venue options for each public meeting, whereby the final location will be approved by the PWG and the project team.
- (f) The consultant will keep written documentation of all consultation activities in a Communications Log and provide a PIC Highlight email the day following a PIC, as well as a PIC Summary Report to Metrolinx for each public meeting within one (1) week from a public meeting.
- (g) All consultation materials shall be made available in French and English at the request of Metrolinx.
- (h) Prepare display boards and other materials required for all presentations, preliminary design review panel meetings, and PICs that reflect the preliminary design for EA purposes such that they are of an appropriate level of detail for the public.
- (i) Renderings shall be provided and presented for the preliminary design, such that they are available for use at the PICs and/or for stakeholder meetings. Updates to the renderings shall be made as the EA preliminary design progresses and revisions, where applicable.
- (j) The consultant can present similar/standard project information at each PIC round, with select municipality specific boards to reduce the additional printing / mounting required. This will require approval from the PWG and as per the requirements of 6.4 of the Detailed Scope of Work and Specifications.

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#### **8.0 Meeting/Workshop organization and facilitation Requirements**

- 8.1 Identify and book the meeting/workshop/PIC locations. Events should be located at a universally accessible facility large enough to accommodate at minimum 200 people, unless otherwise indicated.
- 8.2 Retain independent, third-party facilitator. The PWG will have final approval over the facilitator.
- 8.3 All meeting/workshop logistics including venue set-up and take-down, A/V equipment, onsite signage, flip charts, markers, sign-on sheets, emergency procedures, refreshments, etc.
- 8.4 Develop the meeting/workshop/PIC agenda/approach. Final agenda will be approved by Metrolinx, City of Toronto and Region of Durham.
- 8.5 Prepare a PowerPoint presentation, display boards and any other AV/presentation materials as required.
- 8.6 Develop questions to be used in panel discussions, if relevant.
- 8.7 Develop facilitator speaking notes and discussion questions/prompts, if relevant.
- 8.8 Participate in and lead a pre-meeting panel member briefing session to review the approach/agenda, discussion questions, roles etc. (if relevant).
- 8.9 Facilitate the meeting/workshop/PIC (an evening/day or weekend session of approximately two to three hours duration).
- 8.10 Take notes at the event and write a concise “key themes” session summary.
- 8.11 Provide French translation of public consultation materials by the date of public meetings and workshops so that the material can be posted to the website the day of the meeting or the day after.

#### **9.0 Website and Social Media General Requirements**

- 9.1 It is expected that a website, online consultation, and other social media will be included as part of the stakeholder and public consultation and engagement strategy, and will be included in the consultant price.
- 9.2 The consultant will be responsible for developing and maintaining a project website.

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- 9.3 The consultant must design and build the website so that the website (including navigation mechanisms, content and web applications etc) meet WCAG 2.0 at Level AA (<http://www.w3.org/TR/WCAG20/>) with the exception of:
- (a) Success criteria 1.2.4 Captions (live) and
  - (b) Success criteria 1.2.5 Audio Descriptions (pre-recorded). There are exceptions to WCAG 2.0 for Third-Party Content (e.g. comments submitted by the public that are displayed automatically).
- 9.4 The consultant must be prepared to demonstrate the accessibility of the website. All website content (e.g. text, figures, images, reports, etc.) must be AODA compliant.
- 9.5 If the website changes over time (e.g. due to software updates), then the consultant must ensure that the accessibility of the website is maintained.
- 9.6 The Consultant Team will be responsible for the website design, content, maintenance of a subscriber list, updates commensurate with study progress and additional content that can be used on social media and for other outreach methods. All parties will have final approval of all website material before publication. The consultant will provide draft website material four (4) weeks prior to publication for review and approval, unless otherwise agreed to by the PWG.
- 9.7 It is expected that any in-person consultation will be replicated on the project website. The consultant will be responsible for recommending the most appropriate and effective online tools to be integrated to the project website for each consultation round, as well as developing and maintaining the online consultation section of the project website.
- 9.8 The consultant will be responsible for gathering, analyzing and interpreting data obtained through online consultation, including social media, and presenting it in an Online Consultation Summary report. In designing the online consultation component, the consultant should account for this task and allow for its efficient completion.

#### 10.0 Specific Project Methodology Requirements

- 10.1 As part of **Task A- Establish the Study Design**, the consultant shall provide a clear, concise, well-organized narrative responding to the project requirements including:

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- (a) A narrative demonstrating a comprehensive understanding of the assignment scope, including its strategic context, stakeholder context, and analytic needs of the study.
- (b) The consultant shall also include in the narrative how they will approach the study in terms of the progression from the PDBC, EA pre-planning, and PDE (15%-20%) to PDE (25%-30%) and EA/TPAP.

10.2 This project methodology is expected to be presented by the consultant as part of this submission, and will form part of the consultants presentation during the evaluation process.

**11.0 Requirements for Drawings, Diagrams and Documents**

11.1 The consultant shall provide if required by Metrolinx:

- (a) “record” construction drawings both on hard copy and respective computer (CAD) files, as specified herein.
- (b) Hard copy of ‘record’ construction drawings shall bear the Consultant’s stamp and signature. 1 SET 11x17 on BOND PAPER.
- (c) Hard copy documents shall be forwarded in an appropriate size format and with black text on white background, such that they readily reproduce a clear, sharp and readable image on standard recycled photocopy stock using standard photocopy equipment:
  - (i) Operating System: WINDOWS 7 or above
  - (ii) Software Program: WORD for Windows
  - (iii) Font: Times New Roman, 12pt.
  - (iv) Storage Media: CD ROM / DVD/ USB flash drive.
- (d) All drawings are to be produced and submitted on a CAD system.
- (e) Computer CAD files shall be encoded with the Consultant’s stamp and signature (Storage Media).
- (f) Specification headers and footers to be consistent, including any Sub-consultant sections
- (g) Drawings title block to be consistent, including any Sub-consultant sections.
- (h) A File Transfer Protocol (FTP) site to Metrolinx and the PWG which will allow for the transfer of documentation for the duration of the project.



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- (i) All project workings, spreadsheets, analyses, costings etc will be provided to Metrolinx if requested.

#### **12.0 Site Hazards**

- 12.1 The Consultant acknowledges and agrees that prior to starting work which may disturb designated substances or other hazardous materials, the Consultant shall undertake Designated Substances & Hazardous Materials Surveys (DSHMS) and shall take appropriate health and safety precautions to protect human health and the environment, including recommending additional investigations or sampling if deemed appropriate by the Consultant. Such recommendations are subject to Acceptance by Metrolinx.
- 12.2 Hazards due to presence of designated substances. Contaminants may exist in soil and groundwater at the Site, or other debris present in subsurface materials. Contaminants may include but not be limited to:
  - (a) petroleum hydrocarbons (PHCs), volatile and semi-volatile organic compounds (VOCs and SVOCs), metals and inorganic parameters, polycyclic aromatic hydrocarbons (PAHs), and polychlorinated biphenyls (PCBs). Some designated substances are components of these contaminant groups.

#### **13.0 Work Site Safety**

- 13.1 Under the provisions of the OHSA, Metrolinx is the Constructor of the study area. The Consultant shall act in accordance with the Construction Safety Management Plan (CSMP), including but not limited to scheduling of site visits, permits, orientation training and work at site.
- 13.2 The Consultant shall be equipped with all appropriate safety wear while on Site for inspections and/or any Site meeting(s). The Contractor is furthermore required to adhere to the OHSA at all times. Failure to comply with this requirement shall result in the Consultant's removal from the Site in accordance with the CSMP.
- 13.3 One copy of the Contractor's construction safety document shall be maintained as part of the Consultant's records.

#### **14.0 Consultant's Management of the Services**

- 14.1 The Consultant shall assign a Project Director and a Project Manager who will direct the provision of the services. The Director and/or the Project Manager will maintain ongoing contact with the Metrolinx Project Manager to ensure that issues

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arising during the terms of the Contract are dealt with in an efficient, effective and timely manner.

- 14.2 The consultant shall maintain communications contact as may be necessary to keep Metrolinx and its partners properly informed and up to date on the progress of the Project.
- 14.3 Provide to Metrolinx a list identifying the Consultant's and all Sub-consultants' employees assigned to the Project. This shall be updated throughout the project duration.
- 14.4 Be responsible for coordinating and interfacing with other disciplines it retains to perform the work under the Project.
- 14.5 Coordinate the preliminary design for EA purposes with Metrolinx, external agencies and authorities having jurisdiction including local utilities.
- 14.6 Arrange, coordinate and chair in a number of meetings with Metrolinx and/or external authorities in connection with the Project, as required.
- 14.7 Arrange, coordinate, chair meetings and liaise with Sub-consultants and support services as required.
- 14.8 Maintain a system to identify and report changes in the design scope of the Services to be provided and immediately notify Metrolinx in writing of any proposed changes that will affect the design schedule or costs regardless, if the changes are initiated by the Consultant, Metrolinx or third parties. Only changes approved in writing by Metrolinx will be reflected in the design, schedule and project cost for this Contract.
- 14.9 Provide French translation services for all Public Information Centre (PIC) display boards/presentations and PIC Summary Reports to be posted on the project website as part of the EA.
- 14.10 Manage the website, online consultation, and social media content as outlined in this contract.
- 14.11 The Consultant's cost for each phase of the Services as stated in the "Attachment 8- Contract Price for this Contract, and shall not be exceeded without written authorization from Metrolinx. The Consultant must monitor its work effort and related cost thereof and manage the provision of each phase of the Services. Request for adjustment of costs and schedules must be submitted in writing for consideration and approval by Metrolinx.

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14.12 The Consultant must ensure that all reports name Metrolinx and provide Metrolinx with full reliance on the report, including the individual Environmental Studies forming part of the Environmental Project Report. The consultant must also provide full reliance to other third parties as requested by Metrolinx including but not limited to vendors, purchases, financiers, etc. associated with a specific transaction or task. Any reliance on third parties shall:

- (a) only to the data in the report, at the specific locations noted in the report;
- (b) not be construed as being sufficient for the purposes of the third party;
- (c) apply to factual data only and not to opinion or extrapolated data;
- (d) be subject to the same limitations pertaining to the accuracy of information provided by other parties, as identified in the report e.g. interview information, historical records; and
- (e) be based on the entire report and no exceptions may be taken to the representative of the findings.

14.13 Progress Reports and Minutes of Meetings

- (a) The consultant shall record, prepare and distribute, within five (5) working days of the meeting date, minutes (of all meetings associated with the Project, unless otherwise specified by Metrolinx). The consultant will be expected to chair some meetings, but this task may be shared with Metrolinx and other agencies as appropriate.
- (b) Prepare and submit to Metrolinx an updated “Consultant’s Monthly Status Report” within seven (7) working days after the reported month.
- (c) The monthly status report shall include a summary of the Project progress, identification of unresolved issues, preliminary design inputs for EA purposes by others, information required, schedule and cost status.
- (d) The report shall include a summary of the Project progress, identification of unresolved issues, preliminary design inputs for EA purposes by others, information required, schedule and cost status.

14.14 Payments to Consultant

- (a) The Consultant shall submit separate invoices for each of the Services completed under the awarded Contract number. The Contract number will be provided to the Consultant by Metrolinx upon award of the Contract.

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- (b) The Consultant shall submit separate invoices for each of the Services completed under the awarded Contract number. The Contract number will be provided to the Consultant by Metrolinx upon award of the Contract.
- (c) Each final deliverable is subject to a submission review process. Metrolinx reserves the right to a twenty business day review period after the submission of a deliverable. The Consultant, subsequently will be allotted fifteen business days to incorporate the comments provided by Metrolinx.

**14.15 Services and Costs Related to External Agencies and Authorities**

- (a) The Consultant's scope of Services shall include coordination and administration of the provision of Services necessary to achieve compliance with external agencies and authorities having jurisdiction as required to obtain approvals for the Project.
- (b) The Consultant's fee for the Services shall include costs for the coordination, administration of the provision and management of the Services outlined in 13.6 (Permits and Approvals) below. The Consultant's fee for the Services outlined in 13.6 shall not include the specific costs for approval application, permits fees or charges of the external agencies and/or authorities having jurisdiction, which shall be paid for directly by Metrolinx.

**14.16 Permits and Approvals**

- (a) The consultant shall arrange and attend meetings with appropriate regulators and authorities necessary and assist Metrolinx for permit application and approvals related to the Project.
- (b) Metrolinx, as a Provincial Crown Agency, is not subject to either the Ontario Municipal Act, or the Planning Act or the Development Charges Act. The services and infrastructure of Metrolinx are developed however, in partnership with local municipalities. When developing plans for new or expanded infrastructure, Metrolinx will keep the affected municipality informed of progress and cooperate with municipal staff to ensure infrastructure is constructed to meet municipal requirements to the greatest extent possible.
- (c) Submissions relating to building permits and site plan approvals for Metrolinx projects are made in the spirit of co-operation and to provide the municipality with an opportunity to comment. Metrolinx will

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compensate the municipality for any direct cost of their review of the submissions for approval.

#### **15.0 Detailed Scope Of Services: Phase One: Preliminary Design (15%-20%) and the Preliminary Design Business Case**

15.1 The Consultant shall provide the Scope of Services for Phase One as herein defined for the Project.

##### **15.2 Task A-1: Establish Study Design**

- (a) The consultant will prepare a study design at the outset of the project, demonstrating an understanding of the assignment, outlining tasks, study process and milestones, methodologies, the review and approvals process, consultation, and timing and resources that will be applied to address the study objectives. The study design should include a Critical Path Methodology schedule that meets the milestones set out in the work plan. The Critical Path schedule should provide an indication of the resources (person hours) necessary for the completion of each task and deliverable.
- (b) The consultant will review the studies conducted to date, including the objectives and recommendations of the Durham-Scarborough BRT Initial Business Case. The consultant is also expected to review the GGHM\_v4 model outputs, ridership forecasts, detailed capital and service costs which will be provided by Metrolinx. The consultant will also be responsible for confirming the problem statement. A problem statement was developed for the DS BRT IBC which will be the starting point for this task. The existing problem statement will be updated for this study by the consultant with input and agreement from the project team. Confirming a study problem statement will require stakeholder consultation to ensure that all involved parties are supportive of the outcome.
- (c) The study design will also include the approach to the study in terms of seamlessly progressing from planning to the EA (TPAP).

##### **15.3 Task A-2: Develop Project Schedule**

- (a) In conjunction with **Task A-1: Establish Study Design**, the consultant will develop a high level Project Schedule, consistent with Ontario Regulation 231/08 requirements including key deliverables and milestones including but not limited to (progress meetings, public and stakeholder consultation, draft submission dates for each of the environmental studies required as part of the EA, and the Draft and Final

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Environmental Project Report (EPR), etc.). This schedule will show target milestones for major tasks, and areas of overlap of work between Phases one and two. This schedule shall be provided in hard copy and Microsoft Project soft copy. The Consultant shall submit monthly schedule updates to Metrolinx to reflect any changes related to the target dates of key deliverables. This schedule will be revised and refined in Phase Two to reflect draft and final submission target dates for each of the environmental studies required as part of the EA and the Draft and Final EPR etc.

- (b) Meet with the Project Team to review the “Project Schedule” as provided in its Form of Proposal within ten (10) Business Days from Contract execution by both Parties. Any contemplated revisions to this Project Schedule shall be made in collaboration with and as approved by Metrolinx.

#### **15.4 Task A-3: Development of a Stakeholder and Public Consultation and Engagement Strategy**

- (a) The consultant will develop a full stakeholder and public consultation and engagement strategy. This strategy will be based on the requirements and guidelines provided in this detailed scope of work and specification, and include all the consultation requirements as part of Phase One and Phase Two required to meet the deliverables under this contract.
- (b) The strategy will describe a consultation approach, the strategy for receiving input at various points in the study,
- (c) In cooperation with the PWG, Metrolinx and municipal communications staff, the Consultant shall develop the Stakeholder and Public Consultation and Engagement Strategy that will include, but not be limited to:
  - (i) Description and definition of the method and approach to consultation and engagement of this study;
  - (ii) Describe the approach to receiving input at various points as the study progresses;
  - (iii) Define roles and responsibilities for consultation of the agencies;
  - (iv) A comprehensive list of stakeholders (e.g. review agencies, local municipalities etc.) to be engaged and consulted, including every property owner within a minimum five (500) hundred metre radius of the Project;
  - (v) Identification of other elements deemed critical for stakeholder interaction;

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- (vi) Development of mailing list for all stakeholders (template provided for in Attachments; and
- (vii) The Consultant shall prepare all notices, board displays, slideshows, external agency presentations, and other materials as necessary. All presentation materials shall be submitted for approval four (4) weeks prior to any and all public meetings.

**15.5 Task B-1: Alternatives Analysis –Pinch Point Locations**

- (a) This task will conduct an alternatives analysis, using the Metrolinx business case methodology with the criteria from the DS BRT IBC, and any other criteria as developed by the PWG. The analysis should build on the preferred recommendations from the DS BRT IBC. The DS BRT IBC recommended an analysis to identify the preferred transit priority measures and infrastructure for the following locations:
  - (i) Scarborough Centre, specifically the alignment and infrastructure design between Ellesmere Road at McCowan Road and the Scarborough Centre Station bus terminal;
  - (ii) East of Morningside Avenue (Centennial College, UTSC, Military Trail, Ellesmere Road)
  - (iii) Pickering Village;
  - (iv) Downtown Whitby;
  - (v) Downtown Oshawa.
- (b) Findings from the DS BRT IBC suggested that these locations have various natural and built environmental constraints, and further analysis of these locations during the PDBC stage was recommended. Maintaining reliability and priority of the BRT is critical through these areas.
- (c) This analysis will focus on defining the exact constraint to the extent it will impact reliability, constructability, and priority of the BRT corridor. The results of this work will need to ensure proper integration with the existing proposed infrastructure of the corridor. Aspects of the existing option may need to be adjusted through the process of bringing these all together, but significant changes are not anticipated.
- (d) Comparing the different options will be according to the criteria developed as part of this task, consultation with the stakeholders, but will centre upon the extent to which the different options ensure that reliability of BRT is maintained throughout the whole corridor. Phasing should also be considered and will be analyzed more thoroughly in Task B-3.

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- (e) As part of this work a detailed traffic and impact analysis will be completed for these locations and include but not limited to:
  - (i) Establishment of baseline conditions;
  - (ii) Traffic impacts to the introduction to BRT service and infrastructure through these locations;
  - (iii) Parking Impact Studies for Downtown Whitby and Downtown Oshawa;
  - (iv) Impact of each proposed option on BRT reliability through this area;
  - (v) Determine appropriate mitigation measures to any impacts identified;
  - (vi) The impact on traffic, and the surrounding area by widening Ellesmere Road, and Highway 2 to accommodate dedicated BRT infrastructure in these locations; and
  - (vii) Identify BRT impacts on pedestrians, cyclist, automobiles, EELRT, and other surface transit operations. Micro-simulation analysis should be used to inform this task, in addition to qualitative measures and observed data.
- (f) This task will require extensive consultation with all stakeholders and the public. The outcome of this task will be the analysis of these options in accordance with the criteria determined, under the Metrolinx Business Case Framework, and the identification of the preferred transit infrastructure in these locations.

**15.6 Task B-2: Alternatives Analysis- Extension of the BRT corridor in Durham Region and the City of Toronto**

- (a) This task can be completed in tandem with Task B-1 and Task A, and will not affect the critical path for completion of the PDBC, or any work associated with Phase Two, to support EA/TPAP work. The DS BRT IBC recommended identifying opportunities for connecting the corridor, through dedicated infrastructure and/or BRT service to future transit planning projects underway in the City of Toronto and Region of Durham. The scope of this includes:
  - (i) Future connection between Scarborough Centre and proposed stations along the Stouffville GO Line, in the City of Toronto. This will require ensuring integration with Scarborough Centre, the Scarborough Master Plan, Scarborough Subway Extension and the proposed stations along the Stouffville GO Line (Kennedy/Lawrence SmartTrack Station, or Agincourt Station) within the City of Toronto.
  - (ii) Future connection to the Bowmanville extension in Region of Durham and the proposed stations along the Lakeshore East GO Line.



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- (b) The alternatives analysis will be completed using the criteria from the DS BRT IBC, and any other criteria as developed as part of this study. The analysis will be completed as per the Metrolinx Business Case Framework, and provide an analysis of the strategic, economic, financial and deliverability and operations of the options. Opportunities for potential phasing of these extensions should also be included in the analysis.
- (c) Travel demand modelling for this will be completed by Metrolinx if required. It will be determined by Metrolinx, in partnership with the City of Toronto and Region of Durham whether this is included into the PDBC work for the existing corridor, or will be an addendum to the EPR at a future time.
- (d) The outcome of this task will be a concise IBC considering these alternatives and the identification on the following:
  - (i) Recommendation on the inclusion into the existing project work;
  - (ii) Cost and Benefit of the preferred option; and
  - (iii) Potential phasing plan for the extensions.

**15.7 Task B-3: Preliminary Design – Corridor (15-20%)**

- (a) This will include pre planning EA/TPAP work which will be initiated in this phase. This task will build upon the preferred option identified in the DS BRT IBC and provide alternatives to mitigate constraints and maximize the implementation of the preferred BRT infrastructure classification by segment, according to the DS BRT IBC. Comparison of the alternatives will be according to the criteria developed as part of this task, consultation with the stakeholders, but will center upon the extent to which the different options ensure that reliability of BRT is maintained throughout the whole corridor. Criteria for this task include, but not limited to, are provided in the following sections herein.
- (b) Alignment
  - (i) the 34-36km BRT network is to be reviewed to determine areas where alternative designs could reduce or eliminate negative impacts. Areas of environmental sensitivities or having significant property impacts should be assessed. Areas identified as posing risk to the BRT alignment shall be discussed with applicable stakeholder and mitigating measures should be proposed. The alternative design options are to be delivered in plan, based on typical cross-sections (minimum 50m intervals), with centerline profile and location specific

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cross-sections shall be developed to assist in evaluating the options and mitigating strategies. The BRT design, in the centre median will be required to meet provisions for LRT conversion in the future. The alignment will also consider transition points between the BRT infrastructure, ensuring seamless transition and connectivity, to support the preliminary design of the corridor under Phase Two.

(c) Infrastructure

- (i) The 34-36km BRT network is to be reviewed to ensure integration and seamless connectivity between BRT infrastructure, including transitioning between transit priority, centre-median guideway and curbside guideway. Priority and reliability of BRT service must be maintained throughout the corridor.

(d) BRT Stop Planning

- (i) A detailed analysis of stop locations will need be undertaken. This approach should consider, but not limited to the following:
  - (A) Existing Ridership on surface bus routes along the corridor;
  - (B) Connecting bus routes;
  - (C) Neighbourhood Equity Seeking Individuals (Specific to Toronto but may be applied throughout the corridor);, and other similar studies provided by the project team;
  - (D) Current and projected population and employment;
  - (E) Redevelopment/Transit Oriented Development Potential (Based on Toronto Official Plan land use designations i.e. Mixed-Use Area, Regeneration Area, Employment Areas);
  - (F) Stop Spacing; and
  - (G) Unique Walkshed Analysis.
- (ii) BRT stop planning including access into Scarborough Centre for BRT services off Ellesmere Road and Downtown Oshawa. Preliminary design of BRT stops which will also need to identify and consider at a minimum:
  - (A) Property assessment;
  - (B) Ownership of the roadway;
  - (C) Emergency vehicle access,
  - (D) Integration with the EELRT at UTSC
  - (E) Design excellence; and

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(F) Capacity requirements for multiple services. Application of regional and municipal station/stop standards and architectural requirements will need to be incorporated.

(e) Structures

- (i) Preliminary identifications and analysis of structures along the proposed BRT corridor, both existing and proposed. Structural alternatives should be developed and evaluated in parallel with the road alignment at existing bridge, retaining, and hydraulic structures. Life cycle shall be considered when selecting recommended design elements

(f) Streetscape/Landscape

- (i) Streetscaping and landscaping concepts shall be developed in a suitable manner to the applicable transit priority segments of the corridor(s). Concepts will be developed in close consultation of authorities having jurisdiction and the PWG. Elements to be considered included, but are not limited to: planting areas, boulevard hardscaping, bike lanes or bicycle facilities along the entire length of the corridor, and use of medians for center and curbside BRT priority.

(g) Surveying/GIS

- (i) The consultant shall obtain an Aerial and/or Mobile Lidar survey to be used as the basis of meeting all applicable design requirements contained within the outlined scope of work of this document. The extent of the survey will provision for, but is not limited to, the assessment of any BRT alternatives, the identification of any and all property requirements (fee simple, temporary and permanent limited interests) as part of the alternatives and preferred design solutions, and surface stormwater and utility infrastructure. Consultations with the applicable Municipalities and the Region of Durham should be employed in order to obtain any existing base mapping information, as available, to supplement the Aerial/Mobile Lidar surveys where applicable. Supplementary topographic base mapping should be considered in areas where property constraints exist, or where detailed information is needed to meet the scope requirements set-out within this document. All survey mapping to be in NAD83 CSRSv10.

(h) Property Acquisition

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- (i) Requirements for the property acquisition footprint, for all alternatives, shall be illustrated on plan view and through the use of cross-sections. Special design consideration and mitigation options shall be provided at areas where property acquisition is constrained.
- (i) Station Layout and Connections
  - (i) Development of typical station layouts for all corridor alternatives. Layout should consider interphase at intersection pedestrian movements, as well as property impacts at all proposed station stop locations for all transit priority types (i.e. center, curb side, queue jump).
  - (ii) Station layouts should facilitate multi-modal access by demonstrating access and connections to other modes, public spaces, and destinations.
- (j) Intersection Geometry
  - (i) A preliminary analysis shall be completed to identify additional intersections requiring traffic signals, or other traffic treatments, transit priority, storage lengths for right and left turns, bike lane and bicycle facility requirements, and transit connections to north and south connections to limit walking distances to the BRT infrastructure.
- (k) Municipal Services Impacts
  - (i) Identification and review of potential conflicts with existing water main, storm sewer, and sanitary infrastructure within the proposed BRT corridor.
- (l) Drainage
  - (i) Identify and review potential impacts to storm water and provide mitigation strategies in consultation with the appropriate review agencies.
- (m) On Street Parking
  - (i) Review of on-street parking, residential and commercial access, and curbside activities that may be affected by the implementation of a dedicated BRT Transitway. On-street parking studies will be required through the downtown Whitby and Oshawa pinch points.

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(n) Utilities

- (i) A preliminary investigation into the identification of surface and sub-surface utilities shall be completed. Consultation with utility companies to obtain existing plant infrastructure information, shall be considered as a starting point. Consultation with utility companies shall also entail the review of high level relocation strategies and required clearances to aid in the determination of property acquisition. Phase 2 speaks further to the need for a Level B Sub-surface Utility Engineering (SUE) Study.

(o) Bike Lanes and Bicycle Facilities

- (i) Through Durham Region the consultant should evaluate the conversion of the dedicated on-road bike lanes to off-road lanes. This evaluation should consider the cost savings of converting to off road (minimizing road widening requirements) along with the safety impacts.
- (ii) The City of Toronto 10 Year Cycling Plan, and facilities planned along Ellesmere Road should also be included.
- (iii) The Region of Durham Cycling Plan, Durham Transportation Master Plan and applicable Durham area municipal cycling plans and policies shall be applied where appropriate.
- (iv) Connections to north and south bicycle routes and facilities will be provided throughout the corridor at the appropriate intersections, to support a cycling network.

(p) Traffic and Transit Macro and Microsimulation

- (i) Develop an iterative modelling approach that captures macro-level volume changes on the corridor for vehicles in response to proposed traffic speed changes.
- (ii) BRT microsimulation to capture the benefits of the BRT along the corridor, in particular at intersections with TSP/BRT priority. The microsimulation should also capture the impact of transfer between median, curbside and associated transit infrastructure along the corridor.
- (iii) Incorporate the benefits of the BRT along the corridor into the economic case and reported on as part of the PDBC.

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- (iv) Analysis should include the impact of proposed pedestrian crossings and impact to pedestrian and cycling safety along the corridor.
- (v) Analysis should identify the safety implications of centre median BRT infrastructure and operation, curbside BRT infrastructure and operation and transition between centre median and curbside along the corridor.
- (q) Following the completion of the preceding tasks the Consultant will prepare a Design Criteria Report and preliminary cost estimate, based on the 15-20% preliminary design.

#### 15.8 Task B-4: Transportation and Traffic Impact Analysis

- (a) The Consultant shall include the services required to undertake a transportation and traffic impact study as required by external Authorities and shall coordinate efforts between the region, municipalities and Metrolinx. The Transportation and Traffic Impact Analysis shall meet all requirements needed for MOECC approval throughout planning, design, and construction. The analysis should comply with the City of Toronto and the Region of Durham Traffic Impact study guidelines, where appropriate.
- (b) This Transportation and Traffic Impact Analysis should incorporate the findings and analysis from The Traffic Planning and Analysis completed as part of **Task B-3: Preliminary Design – Corridor (15-20%)** and the results from **Task B-1: Alternatives Analysis –Pinch Point Locations**. It is expected that this task will begin when Phase One begins and will be updated as the study progresses. This task includes the requirements for Phase One and for EA/TPAP completion as part of Phase Two, including:
  - (i) Development of a Transit Signal Priority Plan for the BRT corridor
  - (ii) Identify and analyze potential lane configurations. The analysis should clearly determine the impacts to local traffic operations, as well as BRT service along the corridor
- (c) Review available transit operations (i.e. GO Transit, TTC, DRT and traffic information for incorporation into the preliminary design.
- (d) The Consultant shall establish and demarcate all locations of construction ingress and egress (“construction haul routes”) on the drawings.
- (e) The consultant shall identify all construction laydown areas and identify how these areas will impact the flow of traffic around the sites.

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- (f) The Transportation and Traffic Impact Analysis will include, but not be limited to:
  - (i) Summary of any existing and relevant documents; and
  - (ii) A Transportation and Traffic Impact Analysis for road closures and impact to existing transit operations (i.e. GO Transit, TTC, DRT) must be based on established transportation planning and traffic engineering principles and supplemented by any available local survey data or experience. The analysis has to demonstrate good planning principles cognizant of the appropriate regional and municipal Official Plan and Secondary Plan policies and objectives. This will include the City of Toronto and Durham Region Guidelines for the Preparation of Transportation Impact Studies, and other guidelines as determined by the Project Team.
- (g) The Consultant shall submit one (1) digital copy and three (3) hard copies of the final Transportation and Traffic Impact Analysis to Metrolinx for its information and records.
- (h) The final Transportation and Traffic Impact Analysis should also be included in the deliverables to Metrolinx under Task E- Completion of Environmental Studies.

**15.9 Task C-1: Preliminary Design Business Case**

- (a) A PDBC is a mandatory requirement and refines project benefits, ridership and fare revenue, capital and full life cycle costs including operating, maintenance, and replacement costs of all options under consideration.
- (b) The PDBC will follow the Metrolinx Four Chapter Business Case Framework and will provide:
  - (i) Updated Strategic Case;
  - (ii) Updated Economic Case;
  - (iii) Updated Financial Case. Updated financial costs will be based on refined capital estimates through the Preliminary Design and the Service Plan. All costs are expected to be able to be differentiated and broken down between City of Toronto and Durham Region; and
  - (iv) Updated Operations and Deliverability case.
- (c) The PDBC will need to incorporate sufficient level of detail to support a full funding and implementation decision.

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- (d) Extensive stakeholder and public consultation will be part of the development of the PDBC and preliminary design
- (e) A benefits management plan should be provided. The plan should explain how benefits will be managed. The plan should set out policies for aspects such as measurement, roles and responsibilities, priorities and key performance indicators (KPIs). This plan will include but not limited to the following:
  - (i) A description of the benefits that are expected to be delivered by the completed investment
  - (ii) Methodology to track and capture benefits
  - (iii) How the benefit will be measured over the project's lifecycle including baseline measures if appropriate
  - (iv) Assumptions and risks considered in determining the benefit
- (f) The Plan for benefits realization should include capturing baseline measurements and finalising targets. Baseline measurements identify the current performance of an operation so that improvements can be measured. The benefits plan illustrates the timeline and milestones for realising benefits, including any dependencies on project outputs or interactions between benefits.
- (g) Benefits depend on the delivery of outputs and the achievement of outcomes. The interrelationships between these need to be provided through benefits modelling and mapping. Each benefit (and disbenefit) should be documented in terms of priority, interdependencies, value, and time period of accrual

**15.10 Task C-2: Phasing Analysis**

- (a) This task will analyze and recommend potential phasing of investment of the DS BRT. The analysis will first develop alternative phasing plans for comparison. This analysis will also look at the effectiveness of rebuilding existing infrastructure or phasing construction. Any 'throw away' costs, or costs of conversion of curbside infrastructure to median infrastructure are expected to be determined as part of this task. This task should be completed in conjunction with the preferred Project Delivery Assessment in Phase Two.



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**16.0 Detailed Scope of Services Phase Two: Preliminary Design (25%-30%) and Environmental Assessment (Ontario Regulation 231/08, TPAP)**

- 16.1 The Consultant shall provide the Scope of Services for Phase Two as herein defined for the Project.
- 16.2 Before commencement of the EA, the consultant shall review and confirm the accuracy of any relevant documents listed in Attachments and provided by the project team. if applicable, against the conditions at the Site of the Project as may be relative to the provision of the Services. Report all discrepancies to Metrolinx. Metrolinx will provide further information and direction necessary to resolve any reported discrepancy.
- 16.3 The Consultant shall orient themselves with existing site conditions, and confirm surveys and geotechnical information, as deemed necessary.
- 16.4 The Consultant shall obtain, review, and evaluate all applicable drawings, legal surveys, documents, reports, data, codes, regulations, standards, by-laws, directives and agreements and other relevant materials required to carry out the preliminary design for EA purposes.
- 16.5 It is the Consultant's responsibility to verify all locates and surveys. Base plans provided are not to be solely relied upon.
- 16.6 The Consultant shall obtain and verify all utility services.
- 16.7 The Consultant shall undertake site inspections and become familiar with all Site conditions and constraints. Verify existing conditions and field dimensions.
- 16.8 During the EA, the consultant shall be required to interface with other related project's consultants and stakeholders including but not limited to; the City of Toronto, Region of Durham, City of Toronto, City of Pickering, Town of Ajax, Town of Whitby and City of Oshawa.
- 16.9 The Consultant shall be responsible for coordinating and incorporating the preliminary design (25-30%) which forms part of this task, as well as other comments into the EA. The Consultant shall also be responsible for coordination with the project team for this contract.
- 16.10 The Consultant shall arrange and meet with external agencies and authorities having jurisdiction and incorporate their requirements into the preliminary design.

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- 16.11 The Consultant shall identify property requirements within the Project area to complete the undertaking. This shall include the municipal address (if available), PIN, ownership information, contracts, area, and dimensions.
- 16.12 The Consultant shall determine any potential environmental impacts by proceeding with the Project and address any requirements for the mitigation measures as part of the preliminary design. The Consultant shall incorporate comments and requirements of external agencies and authorities having jurisdiction for environmental mitigation measures.
- 16.13 The Consultant shall produce and maintain a mailing list and a Comments Tracking Table to track all comments received throughout the TPAP from all public and agency stakeholders and the response provided. The consultant will prepare responses for sign off from the Project Delivery Team representatives. Table headings are to include the name of the person and/or agency, all comments received and the response provided. Additional headings may be added as required.
- 16.14 Prepare for Metrolinx's review and approval: all applicable studies required to be undertaken for the EA and an EPR in accordance with the TPAP (Ontario Regulation 231/08 Transit Projects and Metrolinx Undertakings).
- 16.15 All draft submissions shall be provided in Microsoft Word format.
- 16.16 The EPR will include drawings and renderings that best represents the proposed Project and shall be provided in one (1) digital copy and three (3) hard copies (on 8.5 x 11).
- 16.17 Task D-1: Revised and Refined Project Schedule
  - (a) This should be revised and refined from the schedule produced as part of **Task A-2: Develop Project Schedule** and include:
    - (i) Work Breakdown Structure;
    - (ii) Revised and refined Project Schedule, consistent with Ontario Regulation 231/08 requirements including key deliverables and milestones including but not limited to (progress meetings, public and stakeholder consultation, draft submission for each of the environmental studies required as part of the EA, and the Draft and Final Environmental Project Report (EPR), etc.). The schedule shall be provided in hard copy and Microsoft Project soft copy. The

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Consultant shall submit monthly schedule updates to Metrolinx to reflect any changes related to the completion of key deliverables.

16.18 Task D-2: Development of EA Project Methodology

- (a) The Consultant shall prepare and submit for Metrolinx approval, a detailed project work plan for the EPR completion. The project work plan will include, but not be limited to:
  - (i) Project Team;
  - (ii) Risk Management;
  - (iii) Quality Management;
  - (iv) Document Control; and
  - (v) Communications and Stakeholder Consultation.
- (b) Communication and consultation should be planned and developed in accordance with the deliverable under Task A-3: Development of a Stakeholder and Public Consultation and Engagement Strategy, as well as municipal and regional guidelines. Where there are inconsistencies in the language in this document and any protocols, the Scope of Services as described in this document will take precedence.
- (c) The EPR will include drawings, maps, air photos, and artistic renderings that best represents the proposed project. Basic information on maps and diagrams will include, but not be limited to:
  - (i) Scales
  - (ii) “North” orientation arrow
  - (iii) Legal land location grid (section, township, range)
  - (iv) Important geopolitical locations and boundaries (e.g. water bodies, watercourses, roads, rail lines).
  - (v) Important geopolitical locations and boundaries (e.g. cities, towns, Municipal Districts and Counties, and parks).
  - (vi) The information presented on maps and diagrams must be clearly labeled directly on the document or in a legend.
  - (vii) Map scale and paper size should be appropriate to the information being conveyed.
- (d) Prior to conducting any studies, the Consultant will provide a specific work method plan for all the individual studies required for the EPR. The document will include, but not be limited to:
  - (i) Assumptions and supporting rationale being used in the study

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- (ii) Information and data required from Metrolinx needed to complete the study. This shall be submitted according to the Information Distribution Table (as provided for in Attachments).
  - (iii) Public, utility, regulatory agency or municipality consultation requirements.
  - (iv) Schedule with key deliverables and milestones.
  - (v) Required access to the project site.
  - (vi) List of regulations, protocols, or standards that the specific study follows, and any required permits or approvals necessary to carry out the environmental assessment work.
- (e) All individual environmental studies for the EPR as well as an overall EPR will be in final draft form before the Notice of Commencement is issued. In addition, the Draft EPR and supporting environmental studies are to be submitted to and reviewed by the MOECC and other key stakeholders (e.g., regulatory agencies, local municipalities, conservation authorities, etc.) prior to issuance of the Notice of Commencement.
- (f) Provision of the project work plan is designed to add structure to the interaction between the key stakeholders, namely Metrolinx, City of Toronto, Region of Durham, and other applicable agencies, and the Consultant, thereby limiting and/or predetermining the amount of time and staff needing to be dedicated by each group to undertake this work.
- (g) Provision of the project work plan is designed to add structure to the interaction between If it is determined during the course of this Work that any participants approved list of responsibilities needs to be revised, the Consultant shall update and resubmit the work plan for Metrolinx approval. The updated plan must be approved by Metrolinx prior to proceeding with the revised list of tasks.
- (h) The EA Project must include the following:
- (i) Provide a summary of Metrolinx and other agency expansion plans, other parallel studies and documents and other relevant planning documents. Relate Metrolinx expansion plans to the need for the undertaking.
  - (ii) The EPR will describe the purpose of the transit project. The description will include a clear statement of the purpose of the transit project that will be used in all public and stakeholder correspondence. It is expected that the Durham-Scarborough IBC will be used as reference.

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- (iii) The EPR will describe the preferred design method and provide a description of the other alternative design methods that were considered.
  - (iv) Provide map(s) that clearly indicate the Project boundaries.
  - (v) Describe the existing local environmental conditions within the Project study area.
  - (vi) Conduct an assessment of the potential environmental effects (positive and negative) that may arise as a result of the Project.
  - (vii) Provide measures for mitigating any negative effects that may arise as a result of the Project. EA Completion Milestones.
- (i) The Milestones and payments for the EPR will be completed as follows:
- (i) 25% (outline/project description – inclusive of Metrolinx revisions) Including, but not limited to the following:
    - (A) EPR Table of contents outline.
    - (B) EPR Table of contents outline.
    - (C) EPR project description chapter.
    - (D) Workplan for each of the technical studies.
    - (E) Completion of a Cultural Heritage Assessment Report (CHAR) for the entire project area. Metrolinx can provide examples of CHARs from previous TPAPs or EAs.
  - (ii) 50% (draft) Including, but not limited to the following:
    - (A) Report/document/drawings in draft form which exemplifies what the document/report may look like on final delivery. This includes any associated studies/information that would be embedded/required for the final report/EPR.
    - (B) EPR existing conditions chapter from environmental studies, and draft consultation chapter.
    - (C) Draft of any related conceptual plans, drawings, figures, tables, charts and appendices embedded/required within or attached to the report/document.
    - (D) The deliverable shall be in a format that enables Metrolinx and or external stakeholders to provide comments.
    - (E) Completion of CHERs for directly impacted properties as defined in the Standards & Guidelines for Conservation of Provincial Heritage Properties issued under the Ontario Heritage Act (July 2010) (S&Gs).

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- (iii) 75% (draft inclusive of revisions/comments) Including, but not limited to the following:
  - (A) Report/document/drawings addressing all comments provided by Metrolinx, and other external stakeholders.
  - (B) EPR impact assessment, mitigation and monitoring including direct and indirect impacts to heritage properties, permits and approvals, consultation, and future commitments chapters.
  - (C) Revised draft of related conceptual preliminary plans, drawings, figures, tables, charts and appendices.
- (iv) 90% (Draft and Final Draft EA Report (EPR) submissions (for review and approval by Metrolinx and MOECC and for TPAP Consultation) Including, but not limited to the following:
  - (A) Inclusion of all comments provided by Metrolinx and other external stakeholders.
  - (B) Completion of the Draft EA Report (EPR), and drawings submitted first to Metrolinx for acceptance, and then to MOECC and other regulatory agencies or stakeholders (e.g. City of Toronto, Region of Durham) for review and approval; delivery in electronic and hard copy.
  - (C) Inclusion of all comments provided by MOECC and other applicable regulatory agencies and stakeholders.
  - (D) Completion of the Final Draft EA Report (EPR), submitted to Metrolinx for TPAP consultation activities; delivery in electronic and hard copy.
- (v) 100% (Final EA Report (EPR) for TPAP Consultation) Including, but not limited to the following:
  - (A) Inclusion of all comments provided through consultation activities and other external stakeholders.
  - (B) Completion of the Final EA Report (EPR); delivery in electronic and hard copy;
  - (C) Preparation of the EMMP.

**16.19 Task E: Completion of Environmental Studies**

- (a) The Consultant shall complete the following Environmental Studies, herein as required by Metrolinx.
- (b) Air Quality Impact Assessment

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- (i) In reference to the Internal Metrolinx Draft Environmental Guide: Recommended Approach for Assessing and Mitigating Air Quality Impacts and Greenhouse Gas Emissions of Metrolinx Public Transit Projects (provided in the List of Attachments). The Consultant shall determine air quality impacts generated as part of construction and operation of the Project and develop a mitigation strategy for any issues identified therein. The Air Quality Impact Assessment shall include, but is not limited to the following:
  - (A) Determine the impacts of future service levels on local/regional air quality and climate change, including net effect and burden analysis. For the climate change analysis, compare predicted future emissions to Provincial targets. If required, develop a mitigation strategy.
  - (B) Conduct Air Dispersion Modelling (ADM) to identify local air quality impacts to sensitive receptors adjacent to the corridor. Prior to carrying out ADM, the consultant shall:
    - I) Determine the most appropriate air dispersion modelling software and provide Metrolinx with justification.
    - II) Create an assumption report listing and justifying key inputs into the model. Report will define the modelling approach and could be sent for MOECC approval.
    - III) Specify the number, location and type of sensitive receptors considered to be within the zone of influence in the study area.
    - IV) Collect historical/representative meteorological data to be included in the model.
    - V) Acquire background Air Quality information, for all contaminants, from the closest MOECC/National Air Pollution Surveillance station to the study.
    - VI) The findings of the ADM shall be compared to Provincial/Federal Ambient Air Quality Criteria.
    - VII) Provide an Air Quality Impact Assessment Report that meets all requirements needed for MOECC approval throughout planning, design, and construction, including meeting guidance on considering climate change in environmental assessments.
    - VIII) Provide presentation material, including visual aids, to be included in presentations to the public, stakeholders and Metrolinx management.
- (c) Noise and Vibration Impact Assessment

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- (i) Before undertaking the noise and vibration modeling, create an assumption report listing and justifying key inputs into the model. The modelling approach shall be sent to the MOECC for concurrence and approval prior to undertaking the assessment.
- (ii) The Consultant shall determine noise and vibration impacts generated as part of construction and operation of the Project and develop a mitigation strategy for any issues identified. The Noise and Vibration Impact Assessment shall include, but are not limited to the following:
  - (A) Conduct an assessment of the noise and vibration effects during project operation by modeling expected service levels on proposed rail infrastructure. Results should be evaluated against the MOEE/MTO Protocol for Noise and Vibration Assessment (included in List of Attachments) throughout planning, design and construction.
  - (B) Calculate noise levels using appropriate up-to-date modeling software acceptable to MOECC and Metrolinx.
  - (C) Field monitoring shall be conducted to establish background data, and included as an appendix in the Final Noise and Vibration Impact Assessment Report.
  - (D) Through Durham Region the Noise Assessment study should evaluate the impacts to residents along the corridor in accordance with the region's guidelines on Noise Attenuation Barriers Associated with Regional Road Expansion Projects.
  - (E) Specify the number, location and type of sensitive receptors along the study area and submit to Metrolinx for approval.
  - (F) Provide a Final Noise and Vibration Impact Assessment Report (inclusive of identified mitigation measures) that meet all requirements needed for MOECC approval and recommendations for operation and construction including, but not limited to:
    - I) Conduct an assessment of the noise and vibration effects during project operation by modeling expected service levels on proposed rail infrastructure. Results should be evaluated against the MOEE/MTO Protocol for Noise and Vibration Assessment (included in List of Attachments) throughout planning, design and construction.
    - II) Calculate noise levels using appropriate up-to-date modeling software acceptable to MOECC and Metrolinx.



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- (G) Field monitoring shall be conducted to establish background data, and included as an appendix in the Final Noise and Vibration Impact Assessment Report.
  - (H) Specify the number, location and type of sensitive receptors along the study area and submit to Metrolinx for approval.
  - (I) Provide a Final Noise and Vibration Impact Assessment Report (inclusive of identified mitigation measures) that meet all requirements needed for MOECC approval and recommendations for operation and construction including, but not limited to:
    - I) Operational Noise and Vibration Impact Assessment.
    - II) Construction Noise and Vibration Impact Assessment, including night construction and maintenance.
    - III) Provide presentation material, including visual aids, to be included in presentations to the public and Metrolinx management.
- (d) Natural Environment Report
- (i) The Consultant shall identify and determine the impact on natural heritage features resources as well as develop a mitigation strategy for any issues identified. Natural heritage resources will include, but not be limited to:
    - (A) Terrestrial natural habitats and Ecological Land Classifications;
    - (B) Watercourses and hydrological features (including source water protection areas);
    - (C) Soils and physiography;
    - (D) Land forms and physical features;
    - (E) Riparian zones;
    - (F) Valley and stream corridors;
    - (G) Provincially significant features;
    - (H) Vegetation communities and ELC;
    - (I) Species of concern or Species at Risk (SAR);
    - (J) Wildlife, birds, amphibians, and bats;
    - (K) Significant aquatic features;
    - (L) Environmentally Significant Areas; and,
    - (M) Areas of Natural and Significant Interest (ANSI).

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- (e) Socio-Economic and Land Use Study
  - (i) The Consultant shall identify the existing socio-economic (i.e., residences, business, institutions, and recreational features) and land use characteristics within and adjacent to the study area and determine the impact on socio-economic features and land use including property impacts and identify aesthetic/visual effects associated with the Project. The Consultant shall identify appropriate mitigation measures and monitoring requirements.
  - (ii) The Consultant will identify potential safety and light spillage impacts on the neighbouring community and develop a mitigation strategy for any issues identified.
  - (iii) The Consultant will identify the existing land use planning policy and designations, including, but not limited to:
    - (A) Residential areas;
    - (B) Commercial establishments;
    - (C) Institutional areas;
    - (D) Industrial operations;
    - (E) Open space areas (cemeteries, conservation areas and parks); and
    - (F) Pedestrian and cycling access.
  - (iv) The consultant will conduct an Urban Design Review and produce a Public Realm Plan as part of this study which will include, but not limited to:
    - (A) An assessment of the planning and urban design context of the corridor; and
    - (B) Translating the preferred design option for creative place-making/explore other public realm strategies.
  - (v) Demonstrate good planning principles cognizant of the City of Toronto Official Plan, Durham Region Official Plan, Durham area Municipal Official and Secondary Plan policies and objectives. The analysis must be based on established transportation and urban planning principles and supplemented by any available local survey data or experience.
- (f) Limited Phase I Environmental Site Assessment (ESA) Report/Phase 1 ESAs for Property Acquisitions (if required).

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- (i) The Consultant shall identify property requirements needed to construct the works.
- (ii) Should the Consultant identify additional lands required to construct the Project, they shall relay this information to the project manager as soon as the lands are identified. The Consultant shall assist in preparation of land acquisition documents and plans for use by Metrolinx's Realty Department. Land acquisition documents shall include property's area, dimensions, Property Identification Number (PIN), ownership information, contacts, in addition to all applicable land acquisition documentation and information that pertains to the Project. This request should be provided to Metrolinx in the form of a request for information log.
- (iii) The Consultant should conduct a corridor-wide Limited Phase I ESA that encompasses all properties that are needed for the Project.
- (iv) Metrolinx will require a report that presents the details of the Phase I ESA investigation in accordance with the Canadian Standards Association (CSA) latest standard, if it is anticipated that a Record of Site Condition (RSC) will not be required for the Site. The Phase I ESA report will include, but not be limited to:
  - (A) Executive Summary, Introduction, and Description of the Site and Study Area
  - (B) Documentation of the current and historical uses of the site and its surrounding areas within a 250m radius
  - (C) Records review including, but not limited to, previous reports, aerial photographs, mapping, city directory searches, fire insurance plans, site operating documents, records from regulatory authorities;
  - (D) Photo documentation of the site and areas of potential environmental concern (APECs); and,
  - (E) Tables and maps shall be included to summarize the APECs and PCAs for the specific locations where they are identified.
  - (F) Conclusions and summary of findings, including limitations.
  - (G) Recommendations that shall be provided under a separate cover as part of the Phase I ESA scope.
- (v) Final report and subsequent revisions to be signed by a Qualified Person according to *Ontario Regulation 153/04*.

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- (vi) Metrolinx reserves the right to request individual or corridor-wide Phase I ESA updates to the O.Reg. 153/04, as amended, standard. Phase I ESA updates would be covered under the Environmental Investigation Studies Cash Allowance.
- (g) Phase II ESA Report (if required)
  - (i) A Phase II ESA, or Phase2 ESAs, may be requested by Metrolinx. Phase 2 ESAs would be covered under the Environmental Investigation Studies Cash Allowance. Metrolinx may require reports that present the details of the Phase II ESA investigations in accordance with the most current CSA Standard or O.Reg. 153/04 (as amended), and in accordance with the requirements of Environmental, Geotechnical and Hydrogeological investigations. Each Phase II ESA report will include, but not be limited to:
    - (A) Executive Summary and Introduction
    - (B) Documentation of:
      - I) Background information; and
      - II) Investigation Methodology, Rationale, and Scope
    - (C) Report findings and analysis
    - (D) Tables summarizing the laboratory results and applicable guideline exceedances, water levels from monitoring wells and any other site investigation information pertaining to the site investigation.
    - (E) Diagrams and maps shall be included in the report outlining the specific location of soils and ground water impacts, if any, in relation with the PCAs outlined in the Phase I ESA report (See item 2 below for more details).
    - (F) Include all other risks that may be associated with the property and its surrounding properties; off-site migration and any other pertinent Site information that may affect the future property use of the property by Metrolinx.
    - (G) Conclusions.
    - (H) Recommendations arising from the Phase II ESA, mitigation measures and/or remedial activities shall be provided under a separate cover and present enough information and alternatives that may be useful for Metrolinx for decision making purposes.
    - (I) Figures and maps should include, but not be limited to the following information:
      - I) Water bodies, groundwater elevation contours and flow direction.

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- II) Areas of impact and the depth at which the impact were encountered.
  - III) Borehole/test pit and monitoring well sample locations.
  - IV) Recommendations shall be provided under a separate cover as part of the Phase II scope and present enough information and alternatives that may be useful for Metrolinx for decision making purposes
- (J) Final report and subsequent revisions to be signed by a Qualified Person according to *Ontario Regulation 153/04*.
- (h) Designated Substance and Hazardous Materials Survey (DSHMS) (if required).
- (i) The DSHMS will provide an overall assessment of the existing hazardous materials/substances present in or on all structures, that may be impacted by the works and shall include, but is not necessarily limited to, the following:
- (A) Conduct a site inspection/walkthrough of the property
  - (B) Identify the presence of any designated substances including but not limited to, Asbestos, lead, acrylonitrile, arsenic, benzene, coke oven emissions, ethylene oxides, isocyanates, mercury, silica, and vinyl chloride)
  - (C) Sample suspect lead & asbestos materials, if any
  - (D) Collect bulk samples for mould analysis (tape lifts & swabs), if visible
  - (E) Complete a visual inspection of all accessible areas of the building for any other hazardous elements (i.e., PCBs, CFCs, ODS, mould, pest feces etc.)
- (ii) The DSHMS report shall include, but not be limited to, the following:
- (A) Executive summary
  - (B) Description of the property and background information
  - (C) Sample methodology
  - (D) Report finding and analysis
  - (E) Maps and figures shall be included which outline the areas which were sampled and their respective locations, the type of material obtained, a description of the material and condition and whether the material contains a designated or hazardous substance.
  - (F) The relative extent/quantity of the designated or hazardous substance. An estimated cost to abate or dispose of the

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hazardous material shall be included as well. (This should be included in the recommendations letter under separate cover).

- (G) Tables are to be included which summarize laboratory results.
- (H) Photo documentation of the site and the materials encountered. Photos of suspect materials shall also be included in the report.
- (I) All tables, figures and other diagrams presented within the report shall be clear and detailed enough
- (J) Conclusions
- (K) Recommendations shall be provided under a separate cover and present enough information and alternatives that may be useful for decision- making purposes.

(i) Special Considerations

- (i) Care must be taken when sampling for materials in a way that will not affect any potential heritage elements of the building.
- (ii) All test cuts during sampling must be patched up. For roof cuts, please ensure that the repairs are completed by a certified contractor to warranty the work.
- (iii) A sampling plan must be submitted and approved prior to performing any field work.

(j) Climate Change and Sustainability Report

- (i) Part 1 of the Climate Change & Sustainability Report shall describe how the TPAP incorporates the Ministry of the Environment & Climate Change (MOECC)'s guidance for considering climate change in environmental assessments, with a focus on climate change mitigation and adaptation. This document can be found at the following <https://www.ontario.ca/page/considering-climate-change-environmental-assessment-process>.
- (ii) Discussions shall include the policy context, the effects of the transit project on climate change (mitigation), and the potential effects of climate change on the transit project (adaptation).
- (iii) The Report shall specify how the MOECC's guidance is being met in the TPAP using both quantitative and qualitative methods.
- (iv) Part 2 shall highlight some of the broader sustainability initiatives that Metrolinx is currently undertaking or has planned in relation to the

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construction and operation of the BRT, with the goal of improving environmental and social outcomes.

- (v) Part 3 shall summarize how the design considerations, mitigation measures, and other initiatives outlined in Parts 1 and 2 are helping to meet the MOECC's expectations, as well as the sustainability goals outlined in Metrolinx's Sustainability Strategy (Metrolinx, 2016), which can be found in the List of Attachments.
- (vi) Part 3 shall be prepared in a table format with, at a minimum, the following column headings:
  - (A) Metrolinx Sustainability Strategy Goal;
  - (B) Project Component / Environmental Feature;
  - (C) Measures to Mitigate Effects of the Transit Project on Climate Change;
  - (D) Measures to Mitigate Effects of Climate Change on the Transit Project;
  - (E) Additional Measures to Promote Sustainability; and
  - (F) Outcomes.
- (k) Cultural Heritage Resource Studies
  - (i) The Consultant shall review all previously completed Cultural Heritage Resource Studies provided in Attachments prior to carrying out any further studies.
  - (ii) Cultural Heritage Assessment Report (CHAR):
    - (A) The Consultant will undertake a Cultural Heritage Assessment Report (CHAR) where necessary and shall meet the requirements of the EA as outlined and in accordance with the Standards & Guidelines for Conservation of Provincial Heritage Properties (July 2010) (S&Gs) issued under the Ontario Heritage Act, the Metrolinx Interim Cultural Heritage Management Process (2013) and the Metrolinx Draft Terms of Reference for Consultants: Cultural Heritage Screening Report for Built Heritage Resources and Cultural Heritage Landscapes (2014), as applicable (provided in List of Attachments).
    - (B) The CHAR shall document the existing conditions and the preliminary impact assessment that has been completed. The CHAR is organized into two parts: Part 1 – Screening/Existing Conditions and Part 2 – Preliminary

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Impact Assessment. For properties directly impacted by the proposed undertaking, the CHAR shall include sufficient discussion around impact assessment and proposed mitigation options.

(iii) The CHAR presents:

- (A) Baseline reporting to identify known and potential cultural heritage resources (including any properties that meet MTCS' screening criteria and a thumbnail description of its Cultural Heritage Value or Interest (CHVI)).
- (B) Identification of potential project-specific impacts.
- (C) Recommendations for mitigation for potential project-specific impacts.
- (D) The CHAR includes, but is not limited to, the following:
  - I) Executive Summary;
  - II) Locator Map;
  - III) Built Heritage & Cultural Heritage Landscape Assessment Context;
  - IV) Impact Assessment;
  - V) Completed Heritage Assessment Summary Table;
  - VI) Conclusions;
  - VII) Recommendations; and
  - VIII) Figures identifying heritage designations, built heritage resource, and/or cultural heritage landscape.

(iv) Cultural Heritage Evaluation Report (CHER) (if required):

- (A) The Consultant shall review all CHERs previously completed, provided in Attachments.
- (B) The Consultant shall conduct a full (CHER) for all potential "Provincial Heritage Properties" newly identified as part of the CHAR. The CHER shall meet the requirements of the EA as outlined and in accordance with the S&G for Conservation of Provincial Heritage Properties (July 2010) issued under the Ontario Heritage Act, the Metrolinx Interim Cultural Heritage Management Process (2013) and the Metrolinx Draft Terms of Reference for Consultants: Cultural Heritage Evaluation Report and Cultural Heritage



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Evaluation Report Recommendations (provided in Attachments). The objective of a CHER is to provide the evidence as to why a property may be of cultural heritage value or interest and identify the heritage attributes that contribute to its heritage value:

- (C) The CHER includes, but is limited to the following:
  - I) Executive Summary.
  - II) Introduction.
  - III) Historical Summary.
  - IV) Description of Property (including map and current photos).
  - V) Current Context.
  - VI) Methodology and Sources.
  - VII) Heritage Recognitions.
    - 1) Municipal.
    - 2) Provincial.
    - 3) Federal.
  - VIII) Adjacent Lands.
    - 1) Results of previous archaeological assessments (if applicable and/or archaeological resource screenings.
  - IX) Community Input
  - X) Discussion of Historical or Associative Value.
  - XI) Discussion of Design or Physical Value.
  - XII) Discussion of Contextual Value.
  - XIII) Data Sheet(s).
  - XIV) Figures.
  - XV) Chronology.
  - XVI) Bibliography.
- (D) Conduct a site visit and photo document the structure as well as its setting and surroundings.
- (E) Gather background information and prepare description of the property (or properties).
- (F) Conduct primary and secondary historical research to determine its association with significant themes, if any, at the provincial and local levels.
- (G) Identify the architect and builder for the structure and their significance.

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- (H) Confirm the date(s) of construction, and define the architectural style for the structure including aesthetic and functional design of a property and identify other examples of this style both at the local and provincial levels.
- (I) Identify the construction technology used for the structure, noting any methods or materials that are significant at the local and provincial levels.
- (J) Include significant historic drawings and photographs of the structure and its surroundings.
- (K) With Metrolinx's review and approval, contact groups such as historical associations and municipal heritage staff regarding potential heritage interest of the structure. Determine the meaning of a property to a community or to the province as well as the current role of the property in the social life of a community or the province.
- (L) Identify existing heritage designations or listings connected to the structure by local, provincial or federal authorities.
- (M) The history of the property and its components with respect to events, individuals, organizations, social movements and cultural expressions.
- (N) Identify the physical context of the property over time as seen in the relationships between components in the property and between the property and its neighbours.
- (O) The report is to include a complete assessment as well as the application of Ontario Heritage Act regulations 9/06 and 10/06 for heritage significance evaluations. Where structural conditions or health and safety issues may prevent the full documentation, Consultant shall immediately inform Metrolinx staff in order to revise expectations of the final deliverable.
- (P) Complete a recommendations report which includes an evaluation of the structure against the criteria, evaluation results, and a Statement of Cultural Heritage Value, list of heritage attributes and map showing the boundaries of the recommended Provincial Heritage Property, including identification of the location of listed heritage attributes.

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- (v) The CHER will be paid for under the cash allowance if deemed necessary during the EA Process.
- (l) Heritage Impact Assessment (If Required)
  - (i) The Consultant shall conduct a Heritage Impact Assessment (HIA) for all “Provincial Heritage Property” and “Provincial Heritage Property of Provincial Significance” that will be impacted as a part of this Project, as identified in the CHAR/CHER as applicable. The HIA shall meet the requirements of the EA (TPAP) as outlined and in accordance with the Standards & Guidelines for Conservation of Provincial Heritage Properties (MTCS, July 2010) issued under the Ontario Heritage Act, and the Metrolinx Interim Cultural Heritage Management Process (2013).
  - (ii) The Heritage Impact Assessment (HIA) is prepared in accordance with the HIA Table of Contents found in the List of Attachments.
  - (iii) The Heritage Specialist will work with the design engineers to develop a solution to salvage components of a heritage structure.
  - (iv) Payment for this service shall be made under cash allowance
- (m) Stage 1 Archaeological Assessment Report
  - (i) The Consultant shall conduct a Stage 1 Archaeological Assessment (Stage 1 AA) that meets the requirements established in the Standards and Guidelines for Consultant Archaeologists (MTCS, 2011) including all properties within the Project area.
  - (ii) Consultant shall undertake a site inspection and photo inventory of the property as part of the report.
  - (iii) The Consultant shall determine the impact on archaeological resources for all properties within the study area. A mitigation strategy shall be developed for any issues identified.
- (n) Stage 2 Archaeological Assessment (if required)
  - (i) The Consultant shall conduct a Stage 2 Archaeological Assessment that meets the requirements established in the Standards and Guidelines for Consultant Archaeologists (MTCS, 2011) for all properties recommended for further assessment in the Stage 1 AA. This work shall be covered under the Cash Allowance.

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- (ii) If a Stage 2 AA requires additional work (i.e. Stage 3 or 4), this work shall be covered under the Cash Allowance.
- (o) Arborist Report
  - (i) The Consultant shall develop an Arborist Report to identify and determine the impacts on trees and vegetation in relation to the proposed Works. The report will be of sufficient detail to help establish compensation. The Arborist Report will include, but not be limited to:
    - (A) Field mapping.
    - (B) An inventory of the location, size, species, condition and category of all existing trees within the Metrolinx ROW with the potential to be impacted by the proposed development;
    - (C) An inventory of the location, size, species, condition and category of all existing trees and vegetation on property not owned by Metrolinx but within the project study area that has the potential to be impacted by the proposed development.
    - (D) Identify any shared/boundary trees present in the Project study area as defined in the Ontario Forestry Act, as applicable, and their associated property identification (PIN);
    - (E) Identify any trees/vegetation located within encroachment areas, as applicable, and the associated property identification (PIN);
    - (F) The location of all existing trees and vegetation is to be based on a survey with sufficient accuracy to provide UTM coordinates relevant to the project design. The costs associated with the survey shall be covered by the Consultant.
    - (G) The Arborist Report shall be developed by a Certified Arborist, based on by-laws, guidelines, requirements and feedback provided by the applicable Conservation Authority (TRCA), municipalities and the Region of Durham.
    - (H) Shall include a preliminary recommendation about whether the tree is to be removed, retained and protected based on the proposed works and location of the construction activities. The Arborist Report will contain mitigation measures and best management practices.
    - (I) Submit one digital copy each of the Arborist Report to Metrolinx for review and comment. Submit one digital copy

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and three hard copies each of the final Arborist Report to Metrolinx for its information and records.

(p) Additional Environmental Investigation Studies

- (i) If required, the Consultant will carry out additional environmental studies to comply with permitting and approval requirements. The consultant will provide Metrolinx with a list of additional environmental studies for approval. No additional or unanticipated work will be covered by Metrolinx unless approved by Metrolinx prior to the work being undertaken.

16.20 Task-F: Corridor Preliminary Engineering (25-30% Design)

- (a) This task, through the completion of the TPAP will refine the alternative options identified through Phase One.
- (b) Following the completion of the Preliminary Engineering Design (25-30%), the Consultant will create a full Preliminary Engineering Report, which further refines the cost estimate completed through Task B-3, taking into account the information gathered through environmental studies undertaken within the TPAP process.
- (c) The output of the preliminary engineering within the TPAP task will be a preferred design option to be used as the basis for project delivery and construction phasing. Criteria for this task is included in the following sections herein.
- (d) Civil Plan & Profile
  - (i) Preliminary engineering design (25-30%) at 1:1000 scale is to be prepared and requirements will be documented in a report and drawings. Horizontal and vertical alignments will be refined from Phase One into the preferred option, in tandem with the analysis of the TPAP. The consultant will also develop cross sections.
  - (ii) Provide cross-sections between ultimate property lines including grading limits within construction easements (20m intervals). Additional cross-sections shall be provided at identified areas of constraint. Cross-sections shall incorporate features from other disciplines, highlighting traffic configurations, required infrastructure, streetscape features, boulevard/sidewalks, and location of major utilities. Cross-sections will include property requirements,

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entrance/access modifications, utility impacts/relocations, and  
sidewalk and cycling facilities.

(e) **Intersection Design**

- (i) The design shall examine placement of pedestrian connections and station locations for interfacing with median, curb, and transit priority BRT alignments. Design to integrate traffic signal design, TSP, illumination, cycling facilities, and utility infrastructure. Pedestrian and cycle connections, including adequate boulevard space should be provided to support north and south connections along the corridor. Re configuration of intersections may be required and should be completed in line with regional and municipal guidelines, policies and practices.

(f) **Structures**

- (i) General arrangement drawings shall be prepared for superstructure and substructure, showing grading/retaining walls/abutments, hydraulic structures, suitable for property identification, life cycle cost estimates, and construction staging.

(g) **Geotechnical**

- (i) A draft geotechnical report is to be created to reflect the preferred BRT corridor design as part of this task. Analysis and recommendations on proposed rehabilitation and widening of pavement, structural foundations and their associated life cycle projection and costs shall be included. Coloured pavement technologies for bus lane demarcation and concrete pavement alternatives shall be evaluated and considered.

(h) **Streetscape/Landscape**

- (i) Concept designs shall be refined for the preferred BRT alignment. Elements of design identified shall include, but limited to: illumination, boulevard treatments including planting and hardscape beautification. Surface utility elements should be considered during refinement of streetscaping plans. BRT median placement to consider operational requirements for snow clearing services, as well as EMS vehicle ingress and egress. Landscaping alternatives to be developed through consultation with Municipal and Regional stakeholders. Concept renderings using 3D modelling should be provided if required.

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- (i) Stormwater Management
  - (i) Complete analysis of preferred BRT corridor including impervious areas, ability of existing drainage system to accommodate flows, and drainage improvements required through a stormwater and hydrology report. Identify mitigation measures and application to the preferred corridor such as OGS, BMP, LID, end of pipe solutions for input to the design and consideration of property requirements to accommodate appropriate measures.
- (j) Architecture and Station Design
  - (i) Provide design concepts for platform designs and elements (ramps, shelter, length and layout, equipment, servicing areas, and interphase with intersection connections) including diagrams and concept renderings using 3D modelling. Concepts shall be developed for median and curb side stations and stops.
- (k) ITS Strategy/Signals
  - (i) Development of a preliminary Intelligent Transportation Systems (ITS) strategy through consultation with municipal and Regional operations staff. Appropriate ITS components and station design attributes, including fare-purchase and payment, security features and traveler information devices shall be developed in consultation with City and Regional planning and operation staff.
- (l) Illumination
  - (i) Illumination requirements shall be identified using applicable ANSI/IES standards for final preliminary engineering design. Consideration should be given to the joint-use application of street illumination with hydro poles. Consultation with hydro companies recommended in identifying any restrictions.
- (m) Design Excellence
  - (i) In conjunction with (h) Streetscape/Landscape, the preliminary engineering design will be expected to meet design requirements of Metrolinx, and municipal and regional standards. The consultant will produce a design brief, incorporating design criteria, and be of sufficient level for public consultation and communication. The criteria will include opportunities for integrated art.

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(n) Property Analysis

- (i) This will include the identification of any fee simple, permanent limited interest for retaining structures, and temporary limited interest requirements for construction grading. Property plans shall be created with drawings consisting of strip plans illustrating all of the required property as mentioned above. Sufficient information is required to allow for City/Regional staff to commence negotiations with property owners. Property requirements would also include property required for utility relocation. Importance should be placed on the identification of property constraints to minimize costs and to facilitate implementation of the preferred design where at all possible. The initial property analysis also includes the identification of potential property acquisition costs and options for costs savings

(o) Identify Utility Relocation

- (i) This should include a Level B Subsurface Utility Engineering (SUE) Study as per CSA Standard S250 and ASCE Standard 38-02. A Level A Study should also be considered for areas with severe property constraints. Consultation with utility companies to obtain current record drawings of utility infrastructure shall be completed.
- (ii) Identification of utility constraints should be carried out to minimize costs and facilitate implementation of the preferred design solution. A utility conflict matrix will to be provided. Existing and future plant information, clearances, and any other permit and approval requirements should be identified. Scope of utility relocations and a preliminary order of magnitude of relocations costs shall be estimated to inform on the evaluation of design alternatives. The focus shall be on major utilities such as hydro, gas, water, telecom and fiber optic lines. Schedule lead times shall be obtained from individual utilities for significant relocations.

(p) Refinement of Transition Points between BRT infrastructure

- (i) Refine transition points between the median, curbside and the transit priority infrastructure for the preferred design, as previously determined through Phase One and ensure integration and a seamless transition throughout the corridor.
- (ii) Priority for BRT services must be maintained throughout the corridor.

(q) BRT Service Planning



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- (i) This involves refinement to the proposed service concept identified in the DS BRT IBC, and developed in conjunction with the preliminary design.
  - (ii) Refinements will include a preliminary service plan for peak and off peak times.
  - (iii) The preliminary service plan will confirm the assumptions for feeder transit networks, to support the BRT corridor
  - (iv) The preliminary service plan will include updated operating costs and revenue cost estimates from the DS BRT IBC to be incorporated into the PDBC. It is expected that operating costs and revenue estimates will be able to be differentiated and broken out between service providers.
  - (v) The preliminary service plan will incorporate a proposed operating strategy which will incorporate TTC, DRT and GO Transit bus services, and determine incremental operating funding. This will be developed in conjunction with the project team, TTC, DRT and GO Transit.
- (r) Risk Assessment
- (i) The consultant will undertake a risk assessment, and record and maintain a risk register for the duration of this contract.
  - (ii) A mitigation plan will also be developed, and maintained for the duration of this contract
  - (iii) The risk assessment should identify at a minimum, risks concerning:
    - (A) Technical and Design issues;
    - (B) Risk Assessment;
    - (C) Project Benefits Management;
    - (D) Project Delivery; and
    - (E) Stakeholder Management.
- (s) Project Delivery Approach
- (i) The consultant will assist Metrolinx and its project partners in developing the preferred project delivery approach. This task will need to include:

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- (A) Previous investment in the corridor;
  - (B) Current ownership of the corridor; and
  - (C) Committed Provincial and Federal contributions including PTIF Phase 2 funding.
- (ii) The analysis will need to take into account transit planning initiatives and local street policies by the Region and municipalities.
- (iii) In recent years, substantial infrastructure projects have been delivered via Alternative Finance and Procurement (AFP), a public-private partnership model. This task will include an assessment of the viability of using AFP for the DS BRT well as advantages, disadvantages and challenges of using AFP as well as traditional procurement models. Consultants should be prepared to use lessons learned from current GTHA projects, as well as examples from other jurisdictions in this consideration.
- (iv) A preliminary construction phasing plan will also be incorporated into this task.
- (v) A phasing plan which considers impacts to transit services will also be incorporated in this task, along with developed mitigation strategies.
- (vi) This task will be an input into the Value for Money assessment undertaken by the Province and Infrastructure Ontario (IO).

#### 16.21 Task G: Consultation and Communications

- (a) Consultation and Communications specific to the EA/TPAP are provided below. It is expected that the Communications and Stakeholder Consultation Plan completed as part of **Task A-3: Development of a Stakeholder and Public Consultation and Engagement Strategy** will be updated to incorporate the below information.
- (b) The Consultant will arrange and chair and/or coordinate meetings with all necessary stakeholders in order to obtain MOECC EA approval. Any recommendations or comments brought forth through liaising with all stakeholders will be incorporated into the EPR and design. Consultations with stakeholders will include, but not be limited to:
  - (i) Indigenous communities;
  - (ii) Conservation Authorities;

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- (iii) Community organizations (i.e. Consumer groups, resident associations and interest groups);
  - (iv) Local communities, landowners, businesses and the general public (within 30 m of the Project);
  - (v) Local municipal staff and affiliates;
  - (vi) Relevant federal and provincial government entities;
  - (vii) Utility companies;
  - (viii) Other consultants engaged by Metrolinx; and,
  - (ix) Other stakeholders to be identified by Metrolinx and the Consultant.
- (c) The Consultant will undertake specific requirements with respect to consulting Indigenous communities as outlined in Ontario Regulation 231/08 (referred to in this regulation as Aboriginal communities. The consultation will include, but not be limited to:
  - (i) Contacting the Director of the MOECC Environmental Approvals Branch through a formal letter, whereby requesting a contact list of Aboriginal communities that may be interested in the Project. This should occur prior to issuing the Notice of Commencement;
    - (A) Providing information to the Indigenous communities about the Project;
    - (B) Obtaining information in writing on potentially affected Rights;
    - (C) Addressing any concerns raised by the Constitutionally Protected Aboriginal or Treaty Rights;
    - (D) Considering adverse impacts to Constitutionally Protected Indigenous or Treaty Rights and determining measures to mitigate impacts, including attempting to avoid; and;
    - (E) Consultation will be documented in the EPR.
  - (ii) Consultation with Indigenous communities shall be directed by Metrolinx. Metrolinx may undertake, lead, assist, or delegate these consultation activities and this shall be determined by Metrolinx on a case-by-case basis.
  - (iii) Organize a minimum of (6-12) PICs to be conducted during the TPAP in order to adequately meet the public consultation requirements of Ontario Regulation 213/08. This estimate has been included as part of the 18-20 total PICs to be conducted.
  - (iv) The Consultant will coordinate and administer services necessary for attending open houses and meetings with stakeholders and the public.

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- (v) The costs associated with hall rental fees, attendance to public meetings, preparation of presentation materials, PIC preparation, support to provide consultation materials for posting on the Metrolinx Project website and translation services shall be borne by the Consultant.
- (vi) Prior to issuing the Notice of Commencement, the Consultant shall produce a formal letter for the Director of the MOECC - Environmental Approvals Branch, outlining the plan and design intentions of the Project.
- (vii) Prepare presentation material such as display boards, electronic slideshows, letters and other materials for Municipal officials, public meetings, Metrolinx management, stakeholders and other regulatory agencies, as required or when requested.
- (viii) The final EPR will include a consultation record as per Ontario Regulation 231/08, including but not limited to:
  - (A) A description of the consultations and follow up efforts carried out with interested persons, including Indigenous communities.
  - (B) The interested persons, including Indigenous communities who participated in the consultations, along with a summary of all discussions and copies of their written comments.
  - (C) Summaries of comments received and responses provided by Metrolinx to address concerns expressed by interested persons, including Indigenous communities;
  - (D) Summary of discussions that the proponent had with Indigenous communities and copies of all written comments submitted by Indigenous communities.
- (ix) Impact Assessment, Mitigation, and Monitoring
  - (A) Based on the environmental studies and consultation with Stakeholders, the Consultant will determine the potential environmental effects (positive and negative) of the project. The EPR will contain an assessment and evaluation of the impacts of the preferred method of carrying out the transit project, and the criteria for the assessment and evaluation of those impacts. Documentation will be on the impacts affecting stakeholder interests, provincial interest related to the natural environment or to cultural heritage value or

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interest, or on constitutionally protected Indigenous or treaty rights.

- (B) The EPR will provide a description of any proposed measures for mitigating any negative impacts the transit project might have.
- (C) If mitigation measures are proposed, the EPR will provide a description of the proposal for monitoring or verifying the effectiveness of the mitigation measures.
- (D) The EPR will include a summary of all commitments to future actions made during the TPAP (including mitigation measures, monitoring and reporting commitments etc.) in the EPR.
- (E) An Environmental Mitigation and Monitoring Plan (EMMP) document will be developed by the Consultant. Please see the EMMP template provided in the List of Attachments. The goal of the EMMP is to provide direction so that the project is implemented in a manner that does not result in negative impact on matters of provincial interest related to the natural environment or to cultural heritage value or interest, or on constitutionally protected Indigenous or treaty rights. The commitments that form the basis of the EMMP will be transcribed directly from the EPR. The document will consider:
  - I) Mitigation measures to minimize environmental effects;
  - II) Mitigation measures to minimize environmental effects;
  - III) Monitoring activities to confirm effectiveness of the mitigation measures;
  - IV) Commitments to future actions; and
  - V) Additional studies and work to be carried out.

(x) Permits and Approvals

- (A) The Consultant shall investigate all relevant codes, regulations and bylaws applicable to the Project. The Consultant shall prepare a report outlining any municipal, regional, provincial, federal, or other approvals or permits that may be required. The report shall be part of the EPR. Applicable authorities could include, but not be limited to:

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I) Provincial Approvals and Agreements

- 1) MOECC
- 2) MNRF
- 3) MTCS
- 4) Local Utilities
- 5) Compliance with Provincial Plans and Policies

II) Federal Approvals and Agreements

- 1) Transport Canada
- 2) Canadian Transportation Agency
- 3) Species at Risk Act – Environment Canada and Department of Fisheries and Oceans
- 4) Migratory Birds Convention Act – Environment Canada
- 5) Other Potential Responsible Authorities
  - a) Municipal Approvals and Agreements for the City of Toronto
  - b) Other Potential Authorities
  - c) Prior to obtaining any permits and approvals, submit a draft report outlining the necessary requirements for Metrolinx's review.
  - d) Submit one (1) digital copy and three (3) hard copies of the final report to Metrolinx for its information and records.

16.22 Task H- Environmental Project Report (EPR)

- (a) The EPR will be prepared to meet the requirements of Ontario Regulation 231/08
- (b) The EPR will address all comments provided by the Metrolinx review team and regulatory agencies
- (c) The EPR will provide a final description of the transit project, including a description of the preferred design method of carrying out the transit project, mitigation measures, future commitments, and a description of the other design methods that were considered.
- (d) The EPR will have a description of all studies carried out, including a summary of all data collected or reviewed and a summary of all results and conclusions.

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

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- (e) The Consultant will provide EPR submissions at various stages as outlined throughout this detailed scope of work and specifications for Metrolinx review. The submissions will address all comments provided by the Metrolinx review team and other external stakeholders.
- (f) The Final EA Report (EPR) shall be provided in electronic format suitable for upload to Metrolinx website, as well as produce 2 hard copies (per Stakeholder) to provide to key stakeholders. The filing system, ProjectWise should be used for this contract. The consultant can recommend an alternative filing system which may be agreed to by Metrolinx.

**SCOPE OF WORK  
DRAWINGS**

**Request Description**  
**Request Number**

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The Drawings are comprised of those documents listed under “Drawings” of List of Contents.



## ATTACHMENTS

**Request Description**  
**Request Number**

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Attachments are comprised of those documents listed under “Attachments” of List of Contents.