

Contract for

| Project Name: | Technical Advisory |
|----------------------|--------------------------|
| | Services during |
| | Construction of the |
| | Stouffville Stations AFP |
| | and Steeles Ave Grade |
| | Separation |
| Contro at Numero and | |

Contract Number: RQQ-2017-CRHS-144

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** AECOM's Proposal is saved in an USB drive.

ARTICLES OF AGREEMENT

These Articles of Agreement are made as of the 18th day of September, 2018

BETWEEN

METROLINX, a corporation established pursuant to the Metrolinx Act, 2006

- and -

AECOM Canada Ltd.

(hereinafter the "Consultant")

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

1. <u>Contract</u>

- (a) The following documents and any amendments relating thereto form the contract between Metrolinx and the Proponent (the "Contract"):
 - (i) these Articles of Agreement;
 - (ii) Addendum No. 7, dated March 26, 2018;
 - (iii) Addendum No. 6, dated March 19, 2018;
 - (iv) Addendum No. 5, dated March 16, 2018;
 - (v) Addendum No. 4, dated March 15, 2018;
 - (vi) Addendum No. 3, dated March 12, 2018;
 - (vii) Addendum No. 2, dated March 9, 2018;
 - (viii) Addendum No. 1, dated March 5, 2018;
 - (ix) the Form of Request;
 - (x) Attachment #1 Contract Prices;
 - (xi) the document attached hereto as Appendix "A" and entitled "General Conditions";
 - (xii) the document attached hereto as Appendix "B" and entitled "Consultant's Scope of Services";
 - (xiii) the document attached hereto as Appendix "C" and entitled "Metrolinx Services"; and
 - (xiv) the document attached hereto as Appendix "D" and entitled "Documents".

(b) In the event of discrepancies, inconsistencies or ambiguities of the wording of these documents, the wording of the document that first appears on the above list shall prevail over the wording of a document subsequently appearing on the list.

2. Date of Completion of Work and Description of Work

The Consultant shall, between the date of these Articles of Agreement and the 31st day of March 2022, perform and complete with care, skill, diligence and efficiency the work that is further described as follows:

- (a) The Consultant shall provide labour, superintendence, plant, tools, appliances, equipment, supplies and other accessories, services and facilities necessary to carry out Technical Advisory Services during Construction of the Stouffville Stations AFP and Steeles Ave Grade Separation, in accordance with the Consultant's Scope of Services, attached as APPENDIX "B" (the "Work").
- (b) The Work is to be provided to the satisfaction of the Tom Goodbody, Director of AFP Early Works, unless otherwise specified.

3. <u>Consultant Personnel</u>

The Key Personnel roles shall be filled in accordance with the Contract Documents and in accordance with the requirements in respect of qualifications, experience and minimum years of experience as contained in Appendix "A" - General Conditions. The name of each individual and their actual years of experience:

| Role | Classification | Required Duration | Name of Individual | Actual Years of Experience |
|--|----------------|-----------------------------------|---------------------------------------|-------------------------------|
| Technical Advisor (TA)Team Manager | Key Personnel | Entire Term of the Contract | Laurence Cudlip, OAA | 28 |
| Senior Project Manager | Key Personnel | Entire Term of the Contract | Amin Sadeghi, OAA, MRAIC | 24 |
| Geographic Section Lead- Unionville | Key Personnel | Entire Term of the Contract | Seva Solomyanik P.Eng. | 20 |
| Geographic Section Lead – Agincourt | Key Personnel | Entire Term of the Contract | Ali Fakhridin, PhD, P.Eng., M.ASCE | 15 |
| Geographic Section Lead – Milliken | Key Personnel | Entire Term of the | Ali Nabili, P.Eng, PMP | 21 |

| Role | Classification | Required Duration | Name of Individual | Actual Years of Experience |
|---|----------------|-----------------------------------|---|-------------------------------|
| | | Contract | | |
| Geographic Section Lead – Steeles Ave Grade Separation | Key Personnel | Entire Term of the Contract | Paresh Prajapati, P.Eng., C.E.T. | 20 |
| Technical Compliance Manager | Key Personnel | Entire Term of the Contract | John Dyk | 32 |
| On Site Quality and Compliance Oversight Lead – Unionville | Key Personnel | Entire Term of the Contract | Yaso Navaratnam, P.Eng., C.E.T., MCSCE | 16 |
| On Site Quality and Compliance Oversight Lead – Agincourt | Key Personnel | Entire Term of the Contract | Aziz Masood, P.Eng., C.E.T., rcsi | 32 |
| On Site Quality and Compliance Oversight Lead – Milliken | Key Personnel | Entire Term of the Contract | Bing Pei, P.Eng. | 21 |
| On Site Quality and Compliance Oversight Lead – Steeles Ave Grade Separation | Key Personnel | Entire Term of the Contract | Amir Kavandinejad, P.Eng. | 34 |
| Lead Architect | Key Personnel | Entire Term of the Contract | Diana Osborne, B.Arch., OAA | 32 |
| Lead Civil Engineer | Key Personnel | Entire Term of the Contract | Armin Naderi, P.Eng., PMP | 16 |
| Lead Structural Engineer | Key Personnel | Entire Term of the Contract | Kevin Duong, P.Eng. | 16 |
| Lead Mechanical Engineer | Key Personnel | Entire Term of the Contract | Ryan Lu, P. Eng., LEED AP BD+C | 27 |
| Lead Electrical Engineer | Key Personnel | Entire Term of the Contract | Jean Wang, P.Eng. | 24 |
| Lead Rail Engineer | Key Personnel | Entire Term of the Contract | Lucian Bancu, P.Eng., CROR | 31 |
| Lead Signal Engineer | Key Personnel | Entire Term of the Contract | Teodor Tzenov, P.Eng. | 36 |
| Lead Utilities Engineer | Key Personnel | Entire Term of the Contract | Lizete Cooke, P.Eng. | 19 |

| Role | Classification | Required Duration | Name of Individual | Actual Years of Experience |
|--|-----------------|-----------------------------------|------------------------------------|-------------------------------|
| Landscape Architect | Key Personnel | Entire Term of the Contract | Shalini Ullal, OALA | 28 |
| LEED & Sustainability | Key Personnel | Entire Term of the Contract | Ninela C. Purves, LEED AP, BD+C | 28 |
| Testing and Commissioning Project Lead | Key Personnel | Entire Term of the Contract | James Ellis | 34 |
| Signage Inspector | Other Personnel | Entire Term of the Contract | Tobie Clinton, LEED AP | 18 |
| Track Inspector | Other Personnel | Entire Term of the Contract | Jose Vieira | 35 |
| Site Activity & Schedule Monitoring Lead | Other Personnel | Entire Term of the Contract | Ali Ezzeddine, PMP | 10 |
| Document Controller | Other Personnel | Entire Term of the Contract | Jeff Mastinsek | 6 |
| Environmental Specialist | Other Personnel | Part Time as Required | Anoushka Martil, M.A.Sc., EP | 10 |
| Transportation/Traffic Engineer | Other Personnel | Entire Term of the Contract | Hossein Zarei, P. Eng. | 15 |
| Geotechnical Specialist | Other Personnel | Entire Term of the Contract | Sanket Shah, P. Eng. | 20 |
| Quality Oversight and Audits Lead | Other Personnel | Entire Term of the Contract | Carla Upchurch | 18 |
| On Site Progress Reporting and Substantial Completion (SC) Lead | Other Personnel | Entire Term of the Contract | Michelle Ajibola, PQS, PMP | 12 |
| Stakeholder & Municipalities Lead | Other Personnel | Entire Term of the Contract | Bibi Mapp, PMP | 20 |
| Health and Safety Lead | Other Personnel | Entire Term of the Contract | Gregg Ferris | 12 |
| Communication Specialist | Other Personnel | Entire Term of the | Avril Fisken | 26 |

| Role | Classification | Required Duration | Name of Individual | Actual Years of Experience |
|------|----------------|----------------------|--------------------|-------------------------------|
| | | Contract | | |

4. <u>Contract Price</u>

- (a) Payment for services rendered and goods supplied in accordance with the terms and conditions of the Contract shall be based on the following:
 - (i) The Rates quoted shall be all inclusive costs associated with performance of the Services defined in the Consultant's Scope of Services attached as Appendix "B".
 - (ii) Cash Allowances shall be used and expended solely for purposes specified and at the sole discretion of Metrolinx. The Consultant cannot proceed with any work to be paid for under Cash Allowance without the written approval of Metrolinx.
 - (iii) The Rates quoted shall include all costs related to the Services including, but not limited to, named Key Personnel and Other Personnel identified, other technical positions, administrative positions, any Subconsultants and specialized service providers required to complete the Services, any and all disbursements, travel, supervision, equipment, tools, supplies, requirements (as per Appendix "B") and management of the services (as per Appendix "B") as required in this Contract.
 - (iv) No compensation will be due the Consultant for Period Four of the Services should Metrolinx decide not to proceed with this Period and/or not assign the provision of Services under Period Four of the Contract.
- (b) Maximum Hourly Billing Rates for Personnel
 - (i) The Maximum Hourly Billing Rates are all-inclusive maximum rate, including but not limited to weekend, night, Statutory holiday and overtime, at which the Consultant will invoice Metrolinx, with disbursements included and H.S.T. excluded, for services rendered by each classification of employee listed.
 - (ii) The Maximum Hourly Billing Rates for the Personnel shall be the sum of any and all costs that are attributable to the employee in question including, but not limited to, the following: basic hourly rate, fringe benefits, payroll burden, markup, overhead, profit, disbursements, travel, supervision, equipment, tools, supplies, mileage and any and all other costs associated with the Services.
- (c) Limitation of Expenditure
 - (i) Refer to Section 2 under Schedule C Financial Terms of Appendix "A" General Conditions.
 - Subject to Section 2(b) under Schedule C Financial Terms of Appendix "A" General Conditions, there is no guarantee of minimum or maximum of work under this Contract.
 - (iii) The upset limit amount for the Contract to perform the Services is **thirteen million dollars (\$13,000,000.00).**

(d) Contract Unit Price (Maximum Hourly Billing Rates)

The following Rates represent the Consultant's Maximum Hourly Billing Rates for Services performed.

| Item No. | Position(s) | Contract Unit Price "Maximum Hourly Billing Rates" |
|-------------|--|--|
| A1 | Technical Advisor (TA)Team Manager | \$179.90 |
| A2 | Senior Project Manager | \$155.78 |
| A3 | Geographic Section Lead- Unionville | \$122.33 |
| A4 | Geographic Section Lead - Agincourt | \$132.62 |
| A5 | Geographic Section Lead - Milliken | \$130.75 |
| A6 | Geographic Section Lead - Steeles Ave Grade Separation | \$114.41 |
| A7 | Technical Compliance Manager | \$163.32 |
| A8 | On Site Quality and Compliance Oversight Lead - Unionville | \$91.89 |
| A9 | On Site Quality and Compliance Oversight Lead - Agincourt | \$84.02 |
| A10 | On Site Quality and Compliance Oversight Lead - Milliken | \$80.07 |
| A11 | On Site Quality and Compliance Oversight Lead - Steeles Ave Grade Separation | \$70.99 |
| A12 | Lead Architect | \$127.22 |
| A13 | Lead Civil Engineer | \$149.30 |
| A14 | Lead Structural Engineer | \$163.68 |
| A15 | Lead Mechanical Engineer | \$134.11 |
| A16 | Lead Electrical Engineer | \$131.28 |
| A17 | Lead Rail Engineer | \$189.94 |
| A18 | Lead Signal Engineer | \$112.54 |
| A19 | Lead Utilities Engineer | \$100.68 |
| A20 | Landscape Architect | \$138.53 |

A. Period One: Award of Contract to March 31, 2019

| A21 | LEED & Sustainability | \$94.34 |
|-----|--|----------|
| A22 | Testing and Commissioning Project Lead | \$96.41 |
| A23 | Signage Inspector | \$88.58 |
| A24 | Track Inspector | \$91.35 |
| A25 | Site Activity & Schedule Monitoring Lead | \$98.21 |
| A26 | Document Controller | \$68.88 |
| A27 | Environmental Specialist | \$143.90 |
| A28 | Transportation/Traffic Engineer | \$114.34 |
| A29 | Geotechnical Specialist | \$148.56 |
| A30 | Quality Oversight and Audits Lead | \$138.48 |
| A31 | On Site Progress Reporting and Substantial Completion (SC) Lead | \$145.06 |
| A32 | Stakeholder & Municipalities Lead | \$99.89 |
| A33 | Health and Safety Lead | \$84.46 |
| A34 | Communication Specialist | \$197.78 |

B. Period Two: April 1, 2019 to March 31, 2020

| Item No. | Position(s) | Contract Unit Price "Maximum Hourly Billing Rates" |
|-------------|---|--|
| B1 | Technical Advisor (TA)Team Manager | \$183.95 |
| B2 | Senior Project Manager | \$159.29 |
| B3 | Geographic Section Lead - Unionville | \$125.08 |
| B4 | Geographic Section Lead - Agincourt | \$135.61 |
| B5 | Geographic Section Lead - Milliken | \$133.69 |
| B6 | Geographic Section Lead - Steeles Ave Grade Separation | \$116.98 |
| B7 | Technical Compliance Manager | \$166.99 |
| B8 | On Site Quality and Compliance Oversight Lead - Unionville | \$93.96 |

| B9 | On Site Quality and Compliance Oversight Lead - Agincourt | \$85.91 |
|-----|---|----------|
| B10 | On Site Quality and Compliance Oversight Lead - Milliken | \$81.87 |
| B11 | On Site Quality and Compliance Oversight Lead - Steeles Ave Grade Separation | \$72.59 |
| B12 | Lead Architect | \$130.09 |
| B13 | Lead Civil Engineer | \$152.66 |
| B14 | Lead Structural Engineer | \$167.36 |
| B15 | Lead Mechanical Engineer | \$137.13 |
| B16 | Lead Electrical Engineer | \$134.23 |
| B17 | Lead Rail Engineer | \$194.21 |
| B18 | Lead Signal Engineer | \$115.07 |
| B19 | Lead Utilities Engineer | \$102.95 |
| B20 | Landscape Architect | \$141.64 |
| B21 | LEED & Sustainability | \$96.47 |
| B22 | Testing and Commissioning Project Lead | \$98.58 |
| B23 | Signage Inspector | \$90.58 |
| B24 | Track Inspector | \$93.41 |
| B25 | Site Activity & Schedule Monitoring Lead | \$100.42 |
| B26 | Document Controller | \$70.43 |
| B27 | Environmental Specialist | \$147.14 |
| B28 | Transportation/Traffic Engineer | \$116.91 |
| B29 | Geotechnical Specialist | \$151.90 |
| B30 | Quality Oversight and Audits Lead | \$141.60 |
| B31 | On Site Progress Reporting and Substantial Completion (SC) Lead | \$148.32 |
| B32 | Stakeholder & Municipalities Lead | \$102.14 |
| B33 | Health and Safety Lead | \$86.36 |

| B34 C | Communication Specialist | \$202.23 |
|--------------|--------------------------|----------|
|--------------|--------------------------|----------|

C. Period Three: April 1, 2020 to March 31, 2021

| Item No. | Position(s) | Contract Unit Price "Maximum Hourly Billing Rates" |
|-------------|---|--|
| C1 | Technical Advisor (TA)Team Manager | \$188.09 |
| C2 | Senior Project Manager | \$162.87 |
| С3 | Geographic Section Lead- Unionville | \$127.89 |
| C4 | Geographic Section Lead - Agincourt | \$138.66 |
| C5 | Geographic Section Lead - Milliken | \$136.70 |
| C6 | Geographic Section Lead - Steeles Ave Grade Separation | \$119.61 |
| C7 | Technical Compliance Manager | \$170.75 |
| C8 | On Site Quality and Compliance Oversight Lead - Unionville | \$96.07 |
| С9 | On Site Quality and Compliance Oversight Lead - Agincourt | \$87.85 |
| C10 | On Site Quality and Compliance Oversight Lead - Milliken | \$83.71 |
| C11 | On Site Quality and Compliance Oversight Lead - Steeles Ave Grade Separation | \$74.22 |
| C12 | Lead Architect | \$133.01 |
| C13 | Lead Civil Engineer | \$156.10 |
| C14 | Lead Structural Engineer | \$171.13 |
| C15 | Lead Mechanical Engineer | \$140.21 |
| C16 | Lead Electrical Engineer | \$137.25 |
| C17 | Lead Rail Engineer | \$198.58 |
| C18 | Lead Signal Engineer | \$117.66 |
| C19 | Lead Utilities Engineer | \$105.26 |
| C20 | Landscape Architect | \$144.83 |
| C21 | LEED & Sustainability | \$98.64 |

| C22 | Testing and Commissioning Project Lead | \$100.80 |
|-----|--|----------|
| C23 | Signage Inspector | \$92.62 |
| C24 | Track Inspector | \$95.51 |
| C25 | Site Activity & Schedule Monitoring Lead | \$102.68 |
| C26 | Document Controller | \$72.01 |
| C27 | Environmental Specialist | \$150.45 |
| C28 | Transportation/Traffic Engineer | \$119.54 |
| C29 | Geotechnical Specialist | \$155.32 |
| C30 | Quality Oversight and Audits Lead | \$144.78 |
| C31 | On Site Progress Reporting and Substantial Completion (SC) Lead | \$151.66 |
| C32 | Stakeholder & Municipalities Lead | \$104.43 |
| C33 | Health and Safety Lead | \$88.30 |
| C34 | Communication Specialist | \$206.78 |

D. Period Four: April 1, 2021 to March 31, 2022 (Option Exercisable at Metrolinx's Sole Discretion)

No Compensation shall be due the Consultant for Period Four of the Services should Metrolinx decide not to proceed with Period Four and/or not assign the provision of Services under Period Four of this Contract.

| Item No. | Position(s) | Contract Unit Price "Maximum Hourly Billing Rates" |
|-------------|---|--|
| D1 | Technical Advisor (TA)Team Manager | \$192.32 |
| D2 | Senior Project Manager | \$166.54 |
| D3 | Geographic Section Lead- Unionville | \$130.77 |
| D4 | Geographic Section Lead - Agincourt | \$141.78 |
| D5 | Geographic Section Lead - Milliken | \$139.78 |
| D6 | Geographic Section Lead - Steeles Ave Grade Separation | \$122.31 |
| D7 | Technical Compliance Manager | \$174.59 |

| D8 | On Site Quality and Compliance Oversight Lead - Unionville | \$98.23 |
|-----|---|----------|
| D9 | On Site Quality and Compliance Oversight Lead - Agincourt | \$89.82 |
| D10 | On Site Quality and Compliance Oversight Lead - Milliken | \$85.59 |
| D11 | On Site Quality and Compliance Oversight Lead – Steeles Ave Grade Separation | \$75.89 |
| D12 | Lead Architect | \$136.01 |
| D13 | Lead Civil Engineer | \$159.61 |
| D14 | Lead Structural Engineer | \$174.98 |
| D15 | Lead Mechanical Engineer | \$143.37 |
| D16 | Lead Electrical Engineer | \$140.34 |
| D17 | Lead Rail Engineer | \$203.05 |
| D18 | Lead Signal Engineer | \$120.30 |
| D19 | Lead Utilities Engineer | \$107.63 |
| D20 | Landscape Architect | \$148.09 |
| D21 | LEED & Sustainability | \$100.86 |
| D22 | Testing and Commissioning Project Lead | \$103.06 |
| D23 | Signage Inspector | \$94.70 |
| D24 | Track Inspector | \$97.66 |
| D25 | Site Activity & Schedule Monitoring Lead | \$104.99 |
| D26 | Document Controller | \$73.63 |
| D27 | Environmental Specialist | \$153.84 |
| D28 | Transportation/Traffic Engineer | \$122.23 |
| D29 | Geotechnical Specialist | \$158.82 |
| D30 | Quality Oversight and Audits Lead | \$148.04 |
| D31 | On Site Progress Reporting and Substantial Completion (SC) Lead | \$155.07 |
| D32 | Stakeholder & Municipalities Lead | \$106.78 |
| | | |

| D33 | Health and Safety Lead | \$90.29 |
|-----|--------------------------|----------|
| D34 | Communication Specialist | \$211.44 |

| CASH ALLOWANCES | | Contract Unit Price | Total Cash Allowance |
|-----------------|-------------|---|-------------------------|
| E1 | Lab Testing | \$250,000.00 | \$250,000.00 |
| | | 13% Harmonized Sales Tax (H.S.T.) Amount | \$32,500.00 |

5. <u>Project Schedule</u>

| Milestone | Date |
|--|----------------------------------|
| a. Period One | Contract Award to March 31, 2019 |
| b. Period Two | April 1, 2019 to March 31, 2020 |
| c. Period Three | April 1, 2020 to March 31, 2021 |
| d. Period Four (Option to be exercised at the sole discretion of Metrolinx) | April 1, 2021 to March 31, 2022 |

If the Consultant is a corporation:

AECOM Canada Ltd.

Per:

Name: Title:

Per:

Name: Title:

I/We have authority to bind the Corporation

METROLINX

Per:

Authorized Signing Officer

In witness whereof, the above signed has executed this agreement, this _____ day of _____, 20____.



March 26, 2018

Request to Qualify and Quote for Technical Advisory Services during Construction of the Stouffville Stations AFP and Steeles Ave Grade Separation Project

Request No.: RQQ 2017-CRHS-144

The following amendments/clarifications hereby form a part of this Addendum which in turn forms part of the RQQ Document. The contents of this Addendum shall be accounted for in the Submission.

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

Remitting a Submission acknowledges receipt of this Addendum. All other terms and conditions remain the same.

1. ROQ DOCUMENT

a. **DELETE** the Attachment #1 - Contract Prices in its entirety and **REPLACE** with the attached revised Attachment #1 - Contract Prices (file entitled Attachment #1 - Contract Prices Revised by Addendum No. 7).

Pages Attached - Changes are as follows:

| Section Affected: | Revisions |
|------------------------------------|---|
| Attachment #1 - Contract Prices | • Cell in rows 15 and 18 unlocked to allow Proponents to enter Name and HST Number. |

Sincerely,

M Bregolin

Ms. Nicki Bregolin Senior Procurement Officer Procurement Services



March 19, 2018

Request to Qualify and Quote for Technical Advisory Services during Construction of the Stouffville Stations AFP and Steeles Ave Grade Separation Project

Request No.: RQQ 2017-CRHS-144

The following amendments/clarifications hereby form a part of this Addendum which in turn forms part of the RQQ Document. The contents of this Addendum shall be accounted for in the Submission.

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

Remitting a Submission acknowledges receipt of this Addendum. All other terms and conditions remain the same.

1. ROQ DOCUMENT

a. **DELETE** the RQQ Document in its entirety and **REPLACE** with the attached revised RQQ Document (file entitled Main RQQ Document Revised by Addendum No. 1).

147 Pages Attached - Changes are highlighted in yellow and are as follows:

| Section Affected: | Revisions |
|---|---|
| Appendix "A" - General Conditions, Section 3.7 | Revised the paragraph following Section 3.7(c)(i), Item (C) Revised Section 3.7 (c)(ii) Revised Section 3.7 (f)(i), Items (A) and (B) |

2. CLARIFICATIONS

RQQ Section No. Questions and Answers

Q1. Appendix "A" We interpret Clause 3.7 (f)(i)(A) to say that Liquidated General Conditions, Damages of \$150,000 will be payable if the consultant does Section 3.7 Key not provide 60 days' notice of a change regardless of the reason. Specifically we read this clause to say that the Personnel and Other consultant would be required to give Metrolinx 60 days' notice Personnel, even for a change that is beyond the consultants control per subsection 3.7(f)(i) Section 3.7(c)(i). In many cases this is not feasible. For example, the consultant cannot predict the death or resignation of an employee 60 days' in advance. We suggest that Metrolinx expand Clause 3.7 (f)(i)(A) so that the consultant has 60 days' to propose a replacement should Key Personnel

require replacement for a reason per Section 3.7(c)(i), before which the Liquidated Damages will be applied. The existing wording, or similar, in 3.7(c)(ii)may suit this purpose.

A1. See revised section 3.7 in Main RQQ Document Revised by Addendum 6.

Sincerely,

MBregolin

Ms. Nicki Bregolin Senior Procurement Officer Procurement Services



March 16, 2018

Request to Qualify and Quote for Technical Advisory Services during Construction of the Stouffville Stations AFP and Steeles Ave Grade Separation Project

Request No.: RQQ 2017-CRHS-144

The following amendments/clarifications hereby form a part of this Addendum which in turn forms part of the RQQ Document. The contents of this Addendum shall be accounted for in the Submission.

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

Remitting a Submission acknowledges receipt of this Addendum. All other terms and conditions remain the same.

1. ROQ DOCUMENT

a. **DELETE** the RQQ Document in its entirety and **REPLACE** with the attached revised RQQ Document (file entitled Main RQQ Document Revised by Addendum No. 1).

| 148 Pages Attached - | Changes are | highlighted in | yellow and are as follows: |
|----------------------|-------------|----------------|----------------------------|
| - J | J | 5 5 | j |

| Section Affected: | Revisions |
|--|--|
| Schedule B - Consultant Personnel, Section 1.1.1 Key Personnel | Added "a member of the Ontario Association of Architects" to each of the following: Geographic Section Lead - Unionville Geographic Section Lead - Agincourt Geographic Section Lead - Milliken Geographic Section Lead - Steeles Ave Grade Separation |
| Schedule B - Consultant Personnel, Section 1.1.1 Key Personnel | Revised experience to LEED & Sustainability |

2. CLARIFICATIONS

RQQ Section No. Questions and Answers

Q1.Schedule B -
Consultant
Personnel, SectionRegarding the Geographic Section Lead - Unionville,
Agincourt, or Milliken, the requirements indicate that the
individual must be P.Eng. licensed to Practice in Ontario. Are
you open to including an Architect licensed to Practice in

| | 1.1.1 | Ontario? |
|-----|---|--|
| A1. | | Yes, Metrolinx will consider including an Architect licenses to Practice in Ontario. Experience and Qualifications for Geographic Section Lead - Unionville, Agincourt, Milliken and Steeles Ave Grade Separation Role are revised. |
| | | Refer to Schedule B - Consultant Personnel of the Main RQQ Document Revised by Addendum 5. |
| Q2. | Definitions, Section 1.9 and Request Submission Requirements, Section 4.3.1 (c) 1) | Acknowledging the definition of Corporate Firm at 1.9 on page 5, please confirm that a sub-consultant reference project may be used as a Corporate Reference project? |
| A2. | | Yes, a sub-consultant reference project may be used as a Corporate Reference project. |
| Q3. | Request Submission Requirements, Section 4.3.1 (c) 1) a) | Can Metrolinx confirm if the corporate reference project of similar size and scope that are Metrolinx will get a higher evaluation scoring? |
| A3. | | All Corporate Reference projects of similar scope, magnitude and complexity will be evaluated equally. |
| Q4. | Request Submission Requirements, Section 4.3.1 (d) and Section 9.0 Attachment #3 - Key Personnel Curriculum Vitae and References | Can Metrolinx consider increasing the number of years for the three project references for the key personnel from 5 years to 10 years? |
| A4. | | No. The expectation is the three project references for the Key Personnel have been successfully completed within the past five (5) years. |
| Q5. | Appendix "A" General Conditions, Section 3.2 (i) | Please explain how Metrolinx plans to monitor, substantiate, and apply the liquidated damages related to responsiveness. Will there be a detailed communications plan for the project to establish proper communication channels? |
| A5. | | The expectation is the Consultant will comply with Appendix "A" General Conditions, Section 3.2 (i). Section 3.2(i)(1) and (2) sets out Metrolinx's method of communication, timelines and obligations of the Consultant Personnel. |

| Q6. | Schedule B - Consultant Personnel | For the LEED & Sustainability expert, please explain why a Project Management certificate is relevant to the position. |
|-----|---|---|
| A6. | | Experience and Qualifications for LEED and Sustainability Role are revised. |
| | | Refer to Schedule B - Consultant Personnel of the Main RQQ Document Revised by Addendum 5. |
| Q7. | Schedule B - Consultant Personnel | Can Metrolinx further clarify the role for the Lead Structural Engineer? Is Metrolinx looking for a Lead Structural Engineer experienced in station structures or is Metrolinx looking for a Lead Structural Engineer with experience in bridges, overpass, etc.? Typically the roadway structural engineers have different qualifications from building / station structural engineers. |
| A7. | | Metrolinx is looking for a Lead Structural Engineer with experience with a wide range of bridge structural types, including steel girders, pre-stressed concrete girders, and concrete slab bridges and overpasses. |

Sincerely,

ABregolin

Ms. Nicki Bregolin Senior Procurement Officer Procurement Services



March 15, 2018

Request to Qualify and Quote for Technical Advisory Services during Construction of the Stouffville Stations AFP and Steeles Ave Grade Separation Project

Request No.: RQQ 2017-CRHS-144

The following amendments/clarifications hereby form a part of this Addendum which in turn forms part of the RQQ Document. The contents of this Addendum shall be accounted for in the Submission.

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

Remitting a Submission acknowledges receipt of this Addendum. All other terms and conditions remain the same.

1. ROO DOCUMENT

a. **DELETE** the Attachment #1 - Contract Prices in its entirety and **REPLACE** with the attached revised Attachment #1 - Contract Prices (file entitled Attachment #1 - Contract Prices Revised by Addendum No. 4).

Pages Attached - Changes are highlighted in yellow and are as follows:

| Section Affected: | Revisions | |
|------------------------------------|---|--|
| Attachment #1 - Contract Prices | • Formula in cell F170 corrected to calculate all hourly rates for all Periods. | |

2. CLARIFICATIONS

| | RQQ Section No. | Questions and Answers |
|-----|---|---|
| Q1. | Instructions to Proponents, Section 3.1.9 | Per 3.1.9(b)(i)2) and 5) of the RFP, the requested Professional Liability Insurance (PLI) is \$5M per occurrence and auto insurance is required to have a waiver of subrogation. However, PLI are on a per claim basis and auto insurance cannot include a waiver of subrogation. Can Metrolinx please confirm if this is a requirement or an error? |
| A1. | | Section 3.1.9(b)(i) 5) states: "All certificates of insurance shall include a provision requiring the insurer to give Metrolinx thirty (30) calendar days prior written notice of any changes to, or cancellation of the required insurance |

policies and confirmation that all policies with the exception of Errors and Omissions, include a waiver of subrogation against Metrolinx.

To clarify, it is a requirement that all certificates of insurance for all policies, <u>with the exception of Errors and</u> <u>Omissions</u>, include a waiver of subrogation against Metrolinx.

Q2.Attachment 1
Contract Prices.xlsx,
Cell 170The "TOTAL EVALUATED CONTRACT PRICE" in cell F170
does not calculate the price. Please correct and reissue the
excel sheet so we can complete our pricing.

A2. The formula in Row entitled "Total Evaluated Contract Prices" in Cell F170 of Attachment #1 - Contract Prices has been corrected.

Refer to and use Attachment #1 - Contract Prices Revised by Addendum 4.

Sincerely,

ABregolin

Ms. Nicki Bregolin Senior Procurement Officer Procurement Services



March 12, 2018

Request to Qualify and Quote for Technical Advisory Services during Construction of the Stouffville Stations AFP and Steeles Ave Grade Separation Project

Request No.: RQQ 2017-CRHS-144

The following amendments/clarifications hereby form a part of this Addendum which in turn forms part of the RQQ Document. The contents of this Addendum shall be accounted for in the Submission.

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

Remitting a Submission acknowledges receipt of this Addendum. All other terms and conditions remain the same.

1. CLARIFICATIONS

| | RQQ Section No. | Questions and Answers | | |
|---|---|--|--|--|
| Q1. 3.1.1 (e) General - RQQ Timetable | | With the proposal requirements being so detailed and some of the critical information including precluded details information incomplete, we request a 2 week extension for this RQQ. | | |
| A1. | | Metrolinx will not be extending the closing date at this time. | | |
| Q2. | Addendum No. 1, Schedule B - Consultant Personnel | For those positions where a P.Eng. is required, and more specifically for the Lead Engineers and Inspectors, shall a Temporary Licence by Professional Engineers Ontario be acceptable? | | |
| A2. | | For those positions where a P.Eng. is required, and more specifically for the Lead Engineers and Inspectors, the roles shall be filled by a Professional Engineer (P.Eng.) licensed to practice in the Province of Ontario. | | |
| Q3. | 3.1.1 (e) | Due to the complexity of the RQQ and number of required roles, we would like to request an extension of two weeks, if possible, to the current closing date of March 27, 2018 3pm EST. | | |
| A3. | | Refer to A1 above. | | |

Addendum No. 3

Sincerely,

MBregolin

Ms. Nicki Bregolin Senior Procurement Officer Procurement Services



March 9, 2018

Request to Qualify and Quote for Technical Advisory Services during Construction of the Stouffville Stations AFP and Steeles Ave Grade Separation Project

Request No.: RQQ 2017-CRHS-144

The following amendments/clarifications hereby form a part of this Addendum which in turn forms part of the RQQ Document. The contents of this Addendum shall be accounted for in the Submission.

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

Remitting a Submission acknowledges receipt of this Addendum. All other terms and conditions remain the same.

1. ROQ DOCUMENT

a. **DELETE** the RQQ Document in its entirety and **REPLACE** with the attached revised RQQ Document (file entitled Main RQQ Document Revised by Addendum No. 2).

146 Pages Attached - Changes are highlighted in yellow and are as follows:

| Section Affected: | Revisions |
|--|---|
| Instructions to Proponents, Section 2.1.6 | • Added list of companies precluded from participation in this RQQ. |

2. CLARIFICATIONS

| | RQQ Section No. | Questions and Answers |
|-----|--------------------|---|
| Q1. | Section 2.1.6 | Can you list the precluded companies for this RQQ? |
| A1. | | Yes. Refer to revised Section 2.1.6 of the Main RQQ Document Revised by Addendum 2. |
| Q2. | Section 2.1.6 | Please advise if being a Technical Advisor on this project precludes us from bidding on any of the RER projects in the future? |
| A2. | | At this time, based on Metrolinx's assessment of the information available to date and our conflict of Interest principles, the successful Proponent awarded this Contract would not be |

precluded from bidding on any of Metrolinx's RER projects in the future.

Sincerely,

MBregolin

Ms. Nicki Bregolin Senior Procurement Officer Procurement Services

March 5, 2018

Request to Qualify and Quote for Technical Advisory Services during Construction of the Stouffville Stations AFP and Steeles Ave Grade Separation Project

Request No.: RQQ 2017-CRHS-144

The following amendments/clarifications hereby form a part of this Addendum which in turn forms part of the RQQ Document. The contents of this Addendum shall be accounted for in the Submission.

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

Remitting a Submission acknowledges receipt of this Addendum. All other terms and conditions remain the same.

1. ROQ DOCUMENT

a. **DELETE** the RQQ Document in its entirety and **REPLACE** with the attached revised RQQ Document (file entitled Main RQQ Document Revised by Addendum No. 1).

| Section Affected: | Revisions | | | | |
|--|--|--|--|--|--|
| Appendix "A" - General Conditions | • Deleted column entitled "Respective Sections" in table listing contents of Appendix "A" | | | | |
| General Condition 4.1 Occupational Health & Safety Acts ("OHSA") | • Deleted General Condition 4.1 in its entirety and Replaced with new General Condition 4.1 | | | | |
| General Condition 4.3(b) | Replaced emergency rail situation with Emergency Rail Situation | | | | |
| General Conditions 14.2(a) and 14.2(b) | Corrected Section Nos. | | | | |
| Schedule A - Definitions to Appendix "A" - General Conditions | Corrected Section No. in "Conflict of Interest" Added definition for "Contracting Authority" Added definition for "Emergency Rail Situation" Added definition for "IO" Corrected Section No. in "Indemnified Parties" Corrected Section No. in "Key Personnel" Corrected Section No. in "Metrolinx IP" Corrected Section No. in "Services" Corrected Section No. in "Term" | | | | |

148 Pages Attached - Changes are highlighted in yellow and are as follows:

| Schedule B - Consultant Personnel, Section 1.1. Key Personnel | Revised minimum years of experience for all Geographic Section Leads |
|---|---|
| Schedule C - Financial Terms to Appendix "A" - General Conditions | Deleted Section 7. Statutory Holdback. |

2. CLARIFICATIONS

| | RQQ Section No. | Questions and Answers |
|-----|---|--|
| Q1. | Schedule B Section 1.1 - Rate Category | The experience for the Geographic leads are listed to be 20 years and is too stringent. We request the minimum experience to be reduced to 15 years. |
| A1. | | Request is accepted. The experience for all Geographic Leads is reduced as follows: |
| | | • Minimum fifteen (15) years of experience. |

Refer to Schedule B - Consultant Personnel in Main RQQ Document Revised by Addendum 1.

Sincerely,

MBregolin

Ms. Nicki Bregolin Senior Procurement Officer Procurement Services



6.0 Form of Request

The following Form of Request is to be included as the first section within the Proponent's Technical Submission. The Form of Request must be remitted by the E-Bid Authorized Signer. The Form of Request shall not be retyped, and entries shall be made directly on the form provided by Metrolinx.

Request Number: RQQ-2017-CRHS-144

Request Description: Technical Advisory Services during Construction of the Stouffville Stations AFP and Steeles Ave Grade Separation Project

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

AECOM Canada Ltd.

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

Not Applicable.

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

Not Applicable.

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

<u>105 Commerce Valley Drive West, 7th Floor</u> <u>Markham, ON L3T 7W3</u> <u>Canada</u>

6.1.3 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)

Abbas Khayyam, P.Eng., PMP, LEED AP <u>Vice President</u> <u>105 Commerce Valley Drive West, Markham, Ontario, L3T 7W3</u> <u>T: 905.747.7505; E: abbas.khayyam@aecom.com; F: 905.886.9494</u>

6.1.4 Name of the person who is primarily responsible for the Submission:

Greg Seberras, CET, PMP



6.2 Proponent Acknowledgments

6.2.1 In consideration of the mutual premises and agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned Proponent hereby offers to Metrolinx to furnish all necessary labour, superintendence, plant, tools, appliances, equipment, supplies and other accessories, services and facilities necessary to perform the following services:

To provide technical advisory services, compliance and quality activities during construction for the Stouffville Stations AFP and Steeles Ave Grade Separation Project as set out in the **Consultant's Scope of Services**, attached as **Appendix "B**".

6.2.2 The Proponent hereby undertakes to perform the Services in strict accordance with the full intent of the terms, conditions and requirements set forth in the following documents which form the Request Documents:

ANY ADDENDA ISSUED HERETO INSTRUCTIONS TO PROPONENTS REQUEST SUBMISSION REQUIREMENTS REQUEST EVALUATION CRITERIA AND SELECTION PROCESS FORM OF REQUEST ATTACHMENT #1 – CONTRACT PRICES ATTACHMENT #2 – CORPORATE REFERENCES ATTACHMENT #3 – KEY PERSONNEL CURRICULUM VITAE AND REFERENCES ATTACHMENT #4 – MANDATORY TECHNICAL REQUIREMENTS APPENDIX "A" – GENERAL CONDITIONS APPENDIX "B" – CONSULTANT'S SCOPE OF SERVICES APPENDIX "C" – METROLINX'S SERVICES APPENDIX "D" – DOCUMENTS

- 6.2.3 The Proponent acknowledges receipt of any and all Addenda issued hereto and that their Submission has been developed in consideration of the Addenda.
- 6.2.4 The Proponent's Submission is hereby submitted on the full understanding that it is an irrevocable offer by the Proponent for a period of one hundred and twenty (120) calendar days from the Closing. The Proponent hereby covenants that it shall perform and execute the Services, in accordance with the Contract Prices quoted herein if it is notified in writing by Metrolinx within the one hundred and twenty (120) calendar day period that it is the successful Proponent.
- 6.2.5 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 deemed non-compliant and shall not be considered further.
- 6.2.6 The Proponent acknowledges that their Submission should be in the correct format using the appropriate Request Document Forms and instructions as provided herein. Failure to comply may result in the Proponent being found non-responsive and disgualified at the sole discretion of Metrolinx.



- 6.2.7 The Proponent acknowledges that by way of the E-Bid Authorized Signer remitting 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.
- 6.2.8 The Proponent acknowledges that consistent with Section 3.1.9 of Instructions to Proponents, failure by the Proponent, whose Submission was accepted by Metrolinx, to execute and deliver the Contract with the required Insurance Certificates and Workplace Safety and Insurance Clearance Certificate shall result in the cancellation of the Contract award.

6.3 Requirements

- 6.3.1 The Proponent shall provide labour, superintendence, plant, tools, appliances, equipment, supplies and other accessories, services and facilities necessary to provide Technical Advisory Services and coordinate a broad range of engineering and technical services, compliance and quality activities, oversight and deliverables to support Metrolinx during the implementation of the Stouffville Stations AFP and Steeles Ave Grade Separation Project in accordance with the Consultant's Scope of Services, attached as APPENDIX "B" (the "Services").
- 6.3.2 The Services are to be provided to the satisfaction of the Metrolinx Director of Richmond Hill and Stouffville Corridors, unless otherwise specified.

6.4 Consultant Personnel (Schedule B Template)

- 6.4.1 The Consultant Personnel roles shall be filled using Schedule B Template in accordance with the Contract Documents and in accordance with the requirements in respect of qualifications, experience and minimum years of experience as contained in Schedule B Consultant Personnel of Appendix "A" General Conditions.
- 6.4.2 The Proponent shall provide the name of each individual and their actual years of experience in the chart below.

| Role | Classification | Required Duration | Name of Individual | Actual Years of Experience |
|--|----------------|-----------------------------------|---------------------------------------|-------------------------------|
| Technical Advisor (TA)Team Manager | Key Personnel | Entire Term of the Contract | Laurence Cudlip, OAA | 28 |
| Senior Project Manager | Key Personnel | Entire Term of the Contract | Amin Sadeghi, OAA, MRAIC | 24 |
| Geographic Section Lead- Unionville | Key Personnel | Entire Term of the Contract | Seva Solomyanik P.Eng. | 20 |
| Geographic Section Lead – Agincourt | Key Personnel | Entire Term of the Contract | Ali Fakhridin, PhD, P.Eng., M.ASCE | 15 |
| Geographic Section Lead – Milliken | Key Personnel | Entire Term of the | Ali Nabili, P.Eng, PMP | 21 |



| Role | Classification | Required Duration | Name of Individual | Actual Years of Experience |
|---|----------------|-----------------------------------|---|-------------------------------|
| | | Contract | | |
| Geographic Section Lead – Steeles Ave Grade Separation | Key Personnel | Entire Term of the Contract | Paresh Prajapati, P.Eng., C.E.T. | 20 |
| Technical Compliance Manager | Key Personnel | Entire Term of the Contract | John Dyk | 32 |
| On Site Quality and Compliance Oversight Lead – Unionville | Key Personnel | Entire Term of the Contract | Yaso Navaratnam, P.Eng., C.E.T., MCSCE | 16 |
| On Site Quality and Compliance Oversight Lead – Agincourt | Key Personnel | Entire Term of the Contract | Aziz Masood, P.Eng., C.E.T., rcsi | 32 |
| On Site Quality and Compliance Oversight Lead – Milliken | Key Personnel | Entire Term of the Contract | Bing Pei, P.Eng. | 21 |
| On Site Quality and Compliance Oversight Lead – Steeles Ave Grade Separation | Key Personnel | Entire Term of the Contract | Amir Kavandinejad, P.Eng. | 34 |
| Lead Architect | Key Personnel | Entire Term of the Contract | Diana Osborne, B.Arch., OAA | 32 |
| Lead Civil Engineer | Key Personnel | Entire Term of the Contract | Armin Naderi, P.Eng., PMP | 16 |
| Lead Structural Engineer | Key Personnel | Entire Term of the Contract | Kevin Duong, P.Eng. | 16 |
| Lead Mechanical Engineer | Key Personnel | Entire Term of the Contract | Ryan Lu, P. Eng., LEED AP BD+C | 27 |
| Lead Electrical Engineer | Key Personnel | Entire Term of the Contract | Jean Wang, P.Eng. | 24 |
| Lead Rail Engineer | Key Personnel | Entire Term of the Contract | Lucian Bancu, P.Eng., CROR | 31 |
| Lead Signal Engineer | Key Personnel | Entire Term of the Contract | Teodor Tzenov, P.Eng. | 36 |
| Lead Utilities Engineer | Key Personnel | Entire Term of the Contract | Lizete Cooke, P.Eng. | 19 |



| Role | Classification | Required Duration | Name of Individual | Actual Years of Experience |
|--|-----------------|-----------------------------------|------------------------------------|-------------------------------|
| Landscape Architect | Key Personnel | Entire Term of the Contract | Shalini Ullal, OALA | 28 |
| LEED & Sustainability | Key Personnel | Entire Term of the Contract | Ninela C. Purves, LEED AP, BD+C | 28 |
| Testing and Commissioning Project Lead | Key Personnel | Entire Term of the Contract | James Ellis | 34 |
| Signage Inspector | Other Personnel | Entire Term of the Contract | Tobie Clinton, LEED AP | 18 |
| Track Inspector | Other Personnel | Entire Term of the Contract | Jose Vieira | 35 |
| Site Activity & Schedule Monitoring Lead | Other Personnel | Entire Term of the Contract | Ali Ezzeddine, PMP | 10 |
| Document Controller | Other Personnel | Entire Term of the Contract | Jeff Mastinsek | 6 |
| Environmental Specialist | Other Personnel | Part Time as Required | Anoushka Martil, M.A.Sc., EP | 10 |
| Transportation/Traffic Engineer | Other Personnel | Entire Term of the Contract | Hossein Zarei, P. Eng. | 15 |
| Geotechnical Specialist | Other Personnel | Entire Term of the Contract | Sanket Shah, P. Eng. | 20 |
| Quality Oversight and Audits Lead | Other Personnel | Entire Term of the Contract | Carla Upchurch | 18 |
| On Site Progress Reporting and Substantial Completion (SC) Lead | Other Personnel | Entire Term of the Contract | Michelle Ajibola, PQS, PMP | 12 |
| Stakeholder & Municipalities Lead | Other Personnel | Entire Term of the Contract | Bibi Mapp, PMP | 20 |
| Health and Safety Lead | Other Personnel | Entire Term of the Contract | Gregg Ferris | 12 |
| Communication Specialist | Other Personnel | Entire Term of the | Avril Fisken | 26 |



| Role | Classification | Required Duration | Name of Individual | Actual Years of Experience |
|------|----------------|----------------------|--------------------|-------------------------------|
| | | Contract | | |

6.5 Conflict of Interest

6.5.1 If the box below is left blank, the Proponent will be deemed to declare that (a) there was no Conflict of Interest in preparing its Submission; and (b) there is no foreseeable Conflict of Interest in performing the contractual obligations contemplated in the Request Document.

Otherwise, if the statement below applies, check ("X") the box.

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

Name of Individual: Click here to enter text.

Job Classification: Click here to enter text.

Department: Click here to enter text.

Last Date of Employment with Metrolinx: Click here to enter text.

Name of Last Supervisor: Click here to enter text.

Brief Description of Individual's Job Functions: Click here to enter text.

Brief Description of Nature of Individual's Participation in the Preparation of the Submission: Click here to enter text.

6.5.3 (Repeat above for each identified individual)



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.

6.6 Harmonized Sales Tax

In accordance with Section 12.1(k) of Appendix "A" – General Conditions, the Consultant represents, warrants and covenants to Metrolinx that the Consultant is and shall remain duly registered for the purposes of Part IX of the Excise Tax Act and that the Consultant's registration number is:850170416. 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. Failure to comply with this requirement may result in the Contract being declared VOID.

6.7 Project Schedule

| Milestone | Date |
|--|----------------------------------|
| a. Period One | Contract Award to March 31, 2019 |
| b. Period Two | April 1, 2019 to March 31, 2020 |
| c. Period Three | April 1, 2020 to March 31, 2021 |
| d. Period Four (Option to be exercised at the sole discretion of Metrolinx) | April 1, 2021 to March 31, 2022 |

END OF FORM OF REQUEST



Attachment #1 CONTRACT PRICES "RATES"

| = Data Entry Cells | |
|--------------------|---|
| REQUEST NUMBER: | RQQ-2017-CRHS-144 |
| SUBMISSION BY | AECOM Canada Ltd. (Full Legal Name of Company or Individual) |
| H.S.T. NUMBER | 850170416 (H.S.T Number of Company or Individual) |

A. PERIOD ONE: (AWARD OF CONTRACT TO MARCH 31, 2019) B. PERIOD TWO: (APRIL 1, 2019 TO MARCH 31, 2020) C. PERIOD THREE: (APRIL 1, 2020 TO MARCH 31, 2021)

D. PERIOD FOUR: (APRIL 1, 2021 TO MARCH 31, 2022) (OPTION EXERCISABLE AT METROLINX'S SOLE DISCRETION)

| | | - | | AECOM Canada Ltd. |
|-------------|---|------------------------|--|-------------------|
| Item No. | Position(s) | Estimated No. of Hours | Contract Unit Price "Maximum Hourly Billing Rates" | Extended Total |
| A. PERIO | DD ONE | | | |
| A1 | Technical Advisor (TA)Team Manager | 2080 | \$179.90 | \$374,192.00 |
| A2 | Senior Project Manager | 2080 | \$155.78 | \$324,022.40 |
| A3 | Geographic Section Lead- Unionville | 2080 | \$122.33 | \$254,446.40 |
| A4 | Geographic Section Lead - Agincourt | 2080 | \$132.62 | \$275,849.60 |
| A5 | Geographic Section Lead - Milliken | 2080 | \$130.75 | \$271,960.00 |
| A6 | Geographic Section Lead - Steeles Ave Grade Separation | 2080 | \$114.41 | \$237,972.80 |
| A7 | Technical Compliance Manager | 2080 | \$163.32 | \$339,705.60 |
| A8 | On Site Quality and Compliance Oversight Lead - Unionville | 2080 | \$91.89 | \$191,131.20 |
| A9 | On Site Quality and Compliance Oversight Lead - Agincourt | 2080 | \$84.02 | \$174,761.60 |
| A10 | On Site Quality and Compliance Oversight Lead - Milliken | 2080 | \$80.07 | \$166,545.60 |
| A11 | On Site Quality and Compliance Oversight Lead - Steeles Ave Grade Separation | 2080 | \$70.99 | \$147,659.20 |
| A12 | Lead Architect | 1300 | \$127.22 | \$165,386.00 |
| A13 | Lead Civil Engineer | 1300 | \$149.30 | \$194,090.00 |
| A14 | Lead Structural Engineer | 1300 | \$163.68 | \$212,784.00 |
| A15 | Lead Mechanical Engineer | 1300 | \$134.11 | \$174,343.00 |
| A16 | Lead Electrical Engineer | 1300 | \$131.28 | \$170,664.00 |
| A17 | Lead Rail Engineer | 1300 | \$189.94 | \$246,922.00 |
| A18 | Lead Signal Engineer | 1300 | \$112.54 | \$146,302.00 |
| A19 | Lead Utilities Engineer | 1300 | \$100.68 | \$130,884.00 |
| A20 | Landscape Architect | 1040 | \$138.53 | \$144,071.20 |
| A21 | LEED & Sustainability | 1300 | \$94.34 | \$122,642.00 |
| A22 | Testing and Commissioning Project Lead | 104 | \$96.41 | \$10,026.64 |
| A23 | Signage Inspector | 520 | \$88.58 | \$46,061.60 |
| A24 | Track Inspector | 2080 | \$91.35 | \$190,008.00 |
| A25 | Site Activity & Schedule Monitoring Lead | 2080 | \$98.21 | \$204,276.80 |
| A26 | Document Controller | 2080 | \$68.88 | \$143,270.40 |
| A27 | Environmental Specialist | 1300 | \$143.90 | \$187,070.00 |
| A28 | Transportation/Traffic Engineer | 1300 | \$114.34 | \$148,642.00 |

| A29 | Geotechnical Specialist | 1300 | \$148.56 | \$193,128.00 |
|------------|--|------|----------------------|------------------------------|
| A30 | Quality Oversight and Audits Lead | 1300 | \$138.48 | \$180,024.00 |
| A31 | On Site Progress Reporting and Substantial Completion (SC) Lead | 1300 | \$145.06 | \$188,578.00 |
| A32 | Stakeholder & Municipalities Lead | 1300 | \$99.89 | \$129,857.00 |
| A33 | Health and Safety Lead | 1300 | \$84.46 | \$109,798.00 |
| A34 | Communication Specialist | 1300 | \$197.78 | \$257,114.00 |
| B. PERIC | DO TWO | | | |
| B1 | Technical Advisor (TA)Team Manager | 2080 | \$183.95 | \$382,616.00 |
| B2 | Senior Project Manager | 2080 | \$159.29 | \$331,323.20 |
| B3 | Geographic Section Lead - Unionville | 2080 | \$125.08 | \$260,166.40 |
| B4 | Geographic Section Lead - Agincourt | 2080 | \$135.61 | \$282,068.80 |
| B5 | Geographic Section Lead - Milliken | 2080 | \$133.69 | \$278,075.20 |
| B6 | Geographic Section Lead - Steeles Ave Grade Separation | 2080 | \$116.98 | \$243,318.40 |
| B7 | Technical Compliance Manager | 2080 | \$166.99 | \$347,339.20 |
| B8 | On Site Quality and Compliance Oversight Lead - Unionville | 2080 | \$93.96 | \$195,436.80 |
| B9 | On Site Quality and Compliance Oversight Lead - Agincourt | 2080 | \$85.91 | \$178,692.80 |
| B10 | On Site Quality and Compliance Oversight Lead - Milliken | 2080 | \$81.87 | \$170,289.60 |
| B11 | On Site Quality and Compliance Oversight Lead - Steeles Ave Grade Separation | 2080 | \$72.59 | \$150,987.20 |
| B12 | Lead Architect | 1300 | \$130.09 | \$169,117.00 |
| B13 | Lead Civil Engineer | 1300 | \$152.66 | \$198,458.00 |
| B14 | Lead Structural Engineer | 1300 | \$167.36 | \$217,568.00 |
| B15 | Lead Mechanical Engineer | 1300 | \$137.13 | \$178,269.00 |
| B16 | Lead Electrical Engineer | 1300 | \$134.23 | \$174,499.00 |
| B17 | Lead Rail Engineer | 1300 | \$194.21 | \$252,473.00 |
| B18 | Lead Signal Engineer | 1300 | \$115.07 | \$149,591.00 |
| B19 | Lead Utilities Engineer | 1300 | \$102.95 | \$133,835.00 |
| B20 | Landscape Architect | 1040 | \$141.64 | \$147,305.60 |
| B21 | LEED & Sustainability | 1300 | \$96.47 | \$125,411.00 |
| B22 | Testing and Commissioning Project Lead | 104 | \$98.58 | . , |
| B23 | Signage Inspector | 1040 | \$90.58 | |
| B24 | Track Inspector | 2080 | \$93.41 | \$194,292.80 |
| B25 | Site Activity & Schedule Monitoring Lead | 2080 | \$100.42 | \$208,873.60 |
| B26 | Document Controller | 2080 | \$70.43 | . , |
| B27 | Environmental Specialist | 1300 | \$147.14 | \$191,282.00 |
| B28 | Transportation/Traffic Engineer | 1300 | \$116.91 | \$151,983.00 |
| B29 | Geotechnical Specialist | 1300 | \$151.90 | |
| B30 B31 | Quality Oversight and Audits Lead On Site Progress Reporting and Substantial | 1300 | \$141.60 \$148.32 | \$184,080.00 \$192,816.00 |
| B32 | Completion (SC) Lead Stakeholder & Municipalities Lead | 1300 | \$102.14 | \$132,782.00 |
| B33 | Health and Safety Lead | 1300 | \$86.36 | \$112,268.00 |
| B34 | Communication Specialist | 1300 | \$202.23 | \$262,899.00 |
| C. PERIC | DD THREE | | | |
| C1 | Technical Advisor (TA)Team Manager | 2080 | \$188.09 | \$391,227.20 |
| C2 | Senior Project Manager | 2080 | \$162.87 | \$338,769.60 |
| С3 | Geographic Section Lead- Unionville | 2080 | \$127.89 | \$266,011.20 |
| C4 | Geographic Section Lead - Agincourt | 2080 | \$138.66 | \$288,412.80 |
| C5 | Geographic Section Lead - Milliken | 2080 | \$136.70 | \$284,336.00 |
| C6 | Geographic Section Lead- Steeles Ave Grade Separation | 2080 | \$119.61 | \$248,788.80 |
| | | | | |

| C7 | Technical Compliance Manager | 2080 | \$170.75 | \$355,160.00 | |
|--|---|------|----------|--------------|--|
| C8 | On Site Quality and Compliance Oversight Lead - Unionville | 2080 | \$96.07 | \$199,825.60 | |
| C9 | On Site Quality and Compliance Oversight Lead - Agincourt | 2080 | \$87.85 | \$182,728.00 | |
| C10 | On Site Quality and Compliance Oversight Lead - Milliken | 2080 | \$83.71 | \$174,116.80 | |
| C11 | On Site Quality and Compliance Oversight Lead - Steeles Ave Grade Separation | 2080 | \$74.22 | \$154,377.60 | |
| C12 | Lead Architect | 1300 | \$133.01 | \$172,913.00 | |
| C13 | Lead Civil Engineer | 1300 | \$156.10 | \$202,930.00 | |
| C14 | Lead Structural Engineer | 1300 | \$171.13 | \$222,469.00 | |
| C15 | Lead Mechanical Engineer | 1300 | \$140.21 | \$182,273.00 | |
| C16 | Lead Electrical Engineer | 1300 | \$137.25 | \$178,425.00 | |
| C17 | Lead Rail Engineer | 1300 | \$198.58 | \$258,154.00 | |
| C18 | Lead Signal Engineer | 1300 | \$117.66 | \$152,958.00 | |
| C19 | Lead Utilities Engineer | 1300 | \$105.26 | \$136,838.00 | |
| C20 | Landscape Architect | 1040 | \$144.83 | \$150,623.20 | |
| C21 | LEED & Sustainability | 1300 | \$98.64 | \$128,232.00 | |
| C22 | Testing and Commissioning Project Lead | 2080 | \$100.80 | \$209,664.00 | |
| C23 | Signage Inspector | 1040 | \$92.62 | \$96,324.80 | |
| C24 | Track Inspector | 2080 | \$95.51 | \$198,660.80 | |
| C25 | Site Activity & Schedule Monitoring Lead | 2080 | \$102.68 | \$213,574.40 | |
| C26 | Document Controller | 2080 | \$72.01 | \$149,780.80 | |
| C27 | Environmental Specialist | 1300 | \$150.45 | \$195,585.00 | |
| C28 | Transportation/Traffic Engineer | 1300 | \$119.54 | \$155,402.00 | |
| C29 | Geotechnical Specialist | 520 | \$155.32 | \$80,766.40 | |
| C30 | Quality Oversight and Audits Lead | 1300 | \$144.78 | \$188,214.00 | |
| C31 | On Site Progress Reporting and Substantial Completion (SC) Lead | 1300 | \$151.66 | \$197,158.00 | |
| C32 | Stakeholder & Municipalities Lead | 1300 | \$104.43 | \$135,759.00 | |
| C33 | Health and Safety Lead | 1300 | \$88.30 | \$114,790.00 | |
| C34 | Communication Specialist | 1300 | \$206.78 | \$268,814.00 | |
| D. PERIOD FOUR (OPTION EXERCISABLE AT METROLINX'S SOLE DISCRETION) | | | | | |
| D1 | Technical Advisor (TA)Team Manager | 2080 | \$192.32 | \$400,025.60 | |
| D2 | Senior Project Manager | 2080 | \$166.54 | \$346,403.20 | |
| D3 | Geographic Section Lead- Unionville | 2080 | \$130.77 | \$272,001.60 | |
| D4 | Geographic Section Lead - Agincourt | 2080 | \$141.78 | \$294,902.40 | |
| D5 | Geographic Section Lead - Milliken | 2080 | \$139.78 | \$290,742.40 | |
| D6 | Geographic Section Lead- Steeles Ave Grade Separation | 2080 | \$122.31 | \$254,404.80 | |

| D7 | Technical Compliance Manager | 2080 | \$174.59 | \$363,147.20 |
|-----|---|------|----------|-----------------|
| D8 | On Site Quality and Compliance Oversight Lead - Unionville | 2080 | \$98.23 | \$204,318.40 |
| D9 | On Site Quality and Compliance Oversight Lead - Agincourt | 2080 | \$89.82 | \$186,825.60 |
| D10 | On Site Quality and Compliance Oversight Lead - Milliken | 2080 | \$85.59 | \$178,027.20 |
| D11 | On Site Quality and Compliance Oversight Lead – Steeles Ave Grade Separation | 2080 | \$75.89 | \$157,851.20 |
| D12 | Lead Architect | 1300 | \$136.01 | \$176,813.00 |
| D13 | Lead Civil Engineer | 1300 | \$159.61 | \$207,493.00 |
| D14 | Lead Structural Engineer | 1300 | \$174.98 | \$227,474.00 |
| D15 | Lead Mechanical Engineer | 1300 | \$143.37 | \$186,381.00 |
| D16 | Lead Electrical Engineer 1300 \$ | | \$140.34 | \$182,442.00 |
| D17 | Lead Rail Engineer | 1300 | \$203.05 | \$263,965.00 |
| D18 | Lead Signal Engineer | 1300 | \$120.30 | \$156,390.00 |
| D19 | Lead Utilities Engineer | 1300 | \$107.63 | \$139,919.00 |
| D20 | Landscape Architect | 1040 | \$148.09 | \$154,013.60 |
| D21 | LEED & Sustainability | 1300 | \$100.86 | \$131,118.00 |
| D22 | Testing and Commissioning Project Lead | 2080 | \$103.06 | \$214,364.80 |
| D23 | Signage Inspector | 1040 | \$94.70 | \$98,488.00 |
| D24 | Track Inspector | 2080 | \$97.66 | \$203,132.80 |
| D25 | Site Activity & Schedule Monitoring Lead | 2080 | \$104.99 | \$218,379.20 |
| D26 | Document Controller | 2080 | \$73.63 | \$153,150.40 |
| D27 | Environmental Specialist | 1300 | \$153.84 | \$199,992.00 |
| D28 | Transportation/Traffic Engineer | 1300 | \$122.23 | \$158,899.00 |
| D29 | Geotechnical Specialist | 520 | \$158.82 | \$82,586.40 |
| D30 | Quality Oversight and Audits Lead | 1300 | \$148.04 | \$192,452.00 |
| D31 | On Site Progress Reporting and Substantial Completion (SC) Lead | 1300 | \$155.07 | \$201,591.00 |
| D32 | Stakeholder & Municipalities Lead | 1300 | \$106.78 | \$138,814.00 |
| D33 | Health and Safety Lead | 1300 | \$90.29 | \$117,377.00 |
| D34 | Communication Specialist | 1300 | \$211.44 | \$274,872.00 |
| | TOTAL EVALUATED CONTRACT PRICE Total Evaluated Contract Price = Period One + Period Two + Period Three + Period Four | | | \$27,003,544.36 |
| | 13% Harmonized Sales Tax (H.S.T.) Amount | | | \$3,510,460.77 |

| CASH ALLOWANCES | | Contract Unit Price | Total Cash Allowance |
|-----------------|---|---------------------|----------------------|
| E1 | E1 Lab Testing \$250,000.00 | | \$250,000.00 |
| | 13% Harmonized Sales Tax (H.S.T.) Amount | | \$32,500.00 |



Appendix "A" – General Conditions

1. List of Contents

The following documents hereby form part of and are appended to the Request Document as Appendix "A" – General Conditions.

| Description |
|-----------------------------------|
| Appendix "A" – General Conditions |
| Schedule A – Definitions |
| Schedule B – Consultant Personnel |
| Schedule C – Financial Terms |
| Schedule D – Insurance |
| Schedule E – Dispute Resolution |



General Conditions

2. INTERPRETATION

2.1 Definitions

Capitalized terms used in this Contract shall have the respective meanings ascribed thereto in Schedule A – Definitions.

2.2 Time of the Essence

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

2.3 Currency

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

2.4 Units of Measure

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.

2.5 Language

All communication between Metrolinx and the Consultant and between the Consultant and each of the Subconsultants with regard to the Services shall be in the English language.

2.6 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 reenacted from time to time. Following any and all changes to Applicable Laws, the Consultant shall perform the Services in accordance with the terms of this Contract, including in compliance with Applicable Laws.
- (b) 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.
- (c) 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.
- (d) Where used in this Contract, "including" means including without limitation, and the terms "include", "includes", and "included" have similar meanings.
- (e) 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.



(f) 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.

2.7 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.

2.8 Schedules

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:

| Schedule A - | Definitions |
|--------------|----------------------|
| Schedule B - | Consultant Personnel |
| Schedule C - | Financial Terms |
| Schedule D - | Insurance |
| Schedule E - | Dispute Resolution |
| | |

3. **PERFORMANCE**

3.1 Term of the Contract

This Contract shall take effect on the Effective Date hereof and shall continue in full force and effect until the earlier of: (i) Contract Closeout; or (ii) the dates listed under Section 6.7 Project Schedule Form of Request; or (iii) the date that this Contract is terminated in accordance with its terms (the "Term").

3.2 Performance of the Services

- (a) The Consultant shall carry out and complete those services set forth in Appendix "B" – Consultant's Scope of Services (the "Services") to the satisfaction of Metrolinx in accordance with all the terms of this Contract.
- (b) The Consultant shall supply the Services diligently and continuously in accordance with the scheduling requirements set out in the Project Schedule. Without limiting the generality of the foregoing, the Consultant shall perform the Services so as to enable Metrolinx to meet any timelines imposed on it under any Third Party Contracts, provided that such timelines have been identified in the Project Schedule or otherwise expressly communicated to the Consultant.



- (c) The Consultant acknowledges and agrees that each of the Consultant's Personnel shall be available to perform the Services in accordance with the required duration specified in Schedule B – Consultant Personnel. The Consultant 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 Services and availability and number of the Consultant's Personnel. Without limiting the generality of the foregoing, Metrolinx may from time to time, on prior written notice to the Consultant twenty (20) Business Days', unilaterally extend or reduce the required duration with respect to the availability of any of the Consultant's Personnel or direct the Consultant to increase the number of Consultant's Personnel available. Metrolinx and the Consultant shall meet on a monthly basis to discuss the progress of the Services and the anticipated scheduling needs with respect to the Consultant's Personnel. Metrolinx at its sole discretion may change the frequency of these meetings based on the requirements of the Work.
- (d) Metrolinx may, from time to time, in its sole discretion, but is not required to, direct the Consultant to cause specific Consultant Personnel to perform certain tasks or activities that form part of the Services in accordance with the scheduling requirements provided by Metrolinx. Any such instructions shall be provided by Metrolinx in writing to the Consultant no less than five (5) Business Days before the specified tasks or activities are required to be performed by the Consultant Personnel.
- (e) The Consultant shall provide, at the sole cost and expense of the Consultant, 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 Services and to undertake, perform and complete its undertakings, obligations and responsibilities provided for in this Contract.
- (f) The Services shall be provided in a professional, timely and economical manner according to the Required Standard of Care. Without limitation, the Consultant shall ensure that the Services are conducted in a manner that will maintain good relations with the general public and property owners.
- (g) The Consultant shall comply with and conform to all Applicable Laws, applicable to the Services to be provided by, and the responsibilities and obligations of, the Consultant under this Contract.
- (h) The Consultant shall not alter any part of a Joint Venture except with the prior written consent of Metrolinx in its sole discretion.
- (i) **Responsiveness and Attendance of the Consultant**. The Consultant acknowledges and agrees that prompt and timely responses, full attendance and engagement in the Services, and the availability of Consultant Personnel are critical to the performance of the Services. The Consultant shall:
 - (1) provide prompt responses to Metrolinx's verbal and written requests for information, advice or materials in relation to the Services, as appropriate with regards to the urgency and complexity of the request, and in any case no later than within twenty-four (24) hours of receipt of the request; and



(2) attend, and cause the appropriate Consultant Personnel to be available to attend, in-person at meetings or other events, upon no less than forty-eight (48) hours' notice to the Consultant by Metrolinx of the meeting or event.

The Consultant acknowledges and agrees that non-compliance with the requirements of this section 3.2(i), such as a failure to respond or attend meetings, or the unreasonable lack of schedule availability of Consultant Personnel, shall result in damages to Metrolinx. The amount of Five Hundred Dollars (\$500.00) shall be payable by the Consultant to Metrolinx as liquidated damages for each and every subsequent occasion where the Consultant fails to respond or attend in accordance with the requirements of this section 3.2(i)(1)and (2). The parties agree that these amounts are not a penalty but a genuine and reasonable pre-estimate of the damages Metrolinx will suffer as a result of the Consultant's failure. Liquidated damages paid by the Consultant pursuant to this Section 3.2(i) shall be the sole remedy in respect of failure by the Consultant to provide prompt responses and attend in-person, but shall not be the sole remedy of Metrolinx with respect to damages that may otherwise be incurred by Metrolinx with respect to the delay of, or disruption to. the performance of the Services caused by the Consultant by such failure. For greater certainty, repeated failures to perform in accordance with this Section 3.2(i) shall constitute a default under this Contract and Metrolinx may terminate the Contract for cause in accordance with Section 15.1.

3.3 Subconsultants

- (a) No subconsulting by the Consultant shall relieve the Consultant of any responsibility for the full performance of all obligations of the Consultant under this Contract. Notwithstanding the approval of any Subconsultants by Metrolinx, the Consultant shall be fully responsible for every Subconsultant's activities, works, services and acts or omissions.
- (b) The Consultant shall be solely responsible for the payment of any Subconsultants.
- (c) The Consultant shall co-ordinate the services of all Subconsultants employed, engaged or retained by the Consultant with Metrolinx and, without limiting the generality of any other provision of this Contract, the Consultant shall be liable to Metrolinx for costs or damages arising from errors or omissions of such Subconsultants or any of them. It shall be the Consultant's responsibility to control and review the Services of its own forces and of all its Subconsultants and to ascertain that all Services are performed in accordance with this Contract, all governing regulations and the Required Standard of Care.
- (d) The Consultant warrants and represents that it and any of its permitted Subconsultants and the respective workforce of each are fully qualified to perform the Services and perform this Contract and hold all requisite licenses, rights and other authorizations required by Applicable Laws.
- (e) The Consultant 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 Consultant shall ensure that all workers and persons employed by them or under their control or employed by or under the control of its Subconsultants comply with the terms of this Contract



and, in particular without limiting the foregoing, the responsibilities of the Consultant with respect to matters concerning safety, compliance with the Applicable Laws and the conduct of the Services.

- (f) The Consultant shall be an independent Consultant with respect to the Services to be provided under this Contract and nothing contained in this Contract shall be construed as constituting a joint venture or partnership between the Consultant and Metrolinx. Neither the Consultant nor its Subconsultants shall be deemed to be employees, agents, servants or representatives of Metrolinx in the performance of the Services hereunder.
- (g) The Consultant shall not remove or change any Subconsultants, or materially reduce the responsibilities of any Subconsultants in relation to the provision of the Services except with the prior written consent of Metrolinx in its sole discretion. The proposed replacement Subconsultant shall possess the requisite Domain Expertise and similar qualifications, experience and ability as the outgoing Subconsultant.

3.4 Consultant Personnel

- (a) The Consultant shall select and employ a sufficient number of suitably qualified and experienced Consultant Personnel to perform and provide the Services, as determined with reference to the requirements of the Services to be performed by each individual or otherwise as required pursuant to the Contract. All Consultant Personnel shall possess or, where permitted, shall be supervised by persons who possess, the professional accreditation required to complete the services. Metrolinx may request, from time to time, the Curriculum Vitaes and references for any and all Consultant Personnel to verify the qualifications, experiences and market rates of such Consultant Personnel and to determine the value to Metrolinx, which the Consultant shall provide promptly within five (5) days of receipt of the written request from Metrolinx.
- (b) The Consultant shall provide effective and efficient supervision to ensure that the quality of workmanship meets the requirements of the Contract.
- (c) The Consultant shall ensure that the Consultant Personnel assigned to perform the Services shall:
 - (i) act in a proper and professional manner in accordance with the standards generally used recognized by the industry; and
 - (ii) comply with all applicable Metrolinx policies and procedures, provided that Consultant has been made aware of same.
- (d) If Metrolinx determines in its sole discretion that it is in the best interests of Metrolinx that any Consultant Personnel other than Key Personnel be replaced, either permanently or temporarily, Metrolinx shall provide the Consultant with ten (10) days notice and, within twenty (20) days of receipt by the Consultant of such notice, the Consultant shall provide Metrolinx with a replacement that is acceptable to Metrolinx. If the replacement person is acceptable to Metrolinx, Metrolinx shall give the Consultant written permission to proceed with the replacement or substitution. In the event the nominated person is not acceptable to Metrolinx, acting reasonably, Metrolinx shall inform the Consultant in writing why that person is not acceptable and the Consultant shall nominate an alternate person.



3.5 Third Party Services

- (a) The Consultant shall collaborate with Metrolinx and any Third Party and shall co-ordinate the Services with any and all Third Party Services. Without limiting the generality of the foregoing, the Consultant shall not alter, unreasonably interfere with or make it difficult to access any Third Party Work, except with the express written consent of Metrolinx.
- (b) The Consultant shall coordinate with Metrolinx and all applicable Third Parties in order to minimize or eliminate wherever reasonable:
 - (i) any delays to or interference with any Third Party Services within the Rail and Road Right-of-Way;
 - (ii) costs resulting from any delays to or interference with Third Party Services; and
 - (iii) impacts on the operations of, or use of the road and rail Right-Of-Way, Third Party Operators, including any delays to vehicle traffic and transit passenger service or freight services on the road and rail Right-Of-Way.
- (c) When and as directed by Metrolinx, the Consultant shall participate with Metrolinx employees and any applicable Third Parties in reviewing their respective schedules and cause designated Consultant Personnel to attend such meetings with Third Parties as may be reasonably requested by Metrolinx from time to time.
- (d) In the event that the proper performance of any part of the Services depends upon Third Party Services the Consultant shall promptly inspect such Third Party Services and provide written notice to Metrolinx of any delays or defects in such Third Party Services that render such Third Party Services unavailable or unsuitable for integration with the Services.
- (e) Claims, disputes and other matters in question between the Consultant and Third Parties shall be dealt with in accordance with Schedule E Dispute Resolution, provided that the Third Party has reciprocal obligations. The Consultant and Metrolinx shall be deemed to have consented to arbitration of any dispute with any Third Party whose contract with Metrolinx contains a similar dispute resolution provision that includes an agreement to submit to binding arbitration, provided that Metrolinx, at its sole and absolute discretion, shall be entitled to refuse to include any dispute with a Third Party from this Contract.

3.6 Non-Interference with Operations

- (a) The Consultant understands and agrees that:
 - Metrolinx and Third Party Operators are in the business of moving large volumes of passengers and cargo through the road and rail Right-of-Way safely, expeditiously and according to a fixed timetable;
 - (ii) the success of the businesses of Metrolinx and Third Party Operators depends on meeting the above objectives on a daily basis;



- (iii) Metrolinx has contractual and statutory obligations to ensure the safety of all persons on the road and rail Right-Of-Way and the property and facilities adjacent thereto; and
- (iv) Third Party Operators operating in, over and through the Right-Of-Way and Third Party Contractors working in the rail corridors have similar restrictions and requirements.
- (b) Notwithstanding any other term or condition set out in this Contract, the safety and non-disruption of all Third Parties operating in the rail and road and rail Right-Of-Way is of paramount importance. Consequently, the Consultant acknowledges and agrees that the safety of all trains, passengers, operating and maintenance personnel, goods and other transported cargos, as well as the Consultant Personnel and the public in general will take precedence over all actions or non-actions of the Consultant, whether mandated or not by any other terms and conditions of this Contract.
- (c) The Consultant shall not disrupt the movement of any rail traffic in, over or through the road and rail Right-of-Way of either Metrolinx or the Third Party Operators except where it has obtained the prior written consent of Metrolinx to such disruption (which consent may be withheld in the sole discretion of Metrolinx).

3.7 Key Personnel and Other Personnel

- (a) The names and titles of the Consultant Personnel who will be involved in a material way, and individuals who are critical to, the performance of the Services (collectively, the "Key Personnel" and "Other Personnel", as set out in Schedule B Consultant Personnel). All Key Personnel and Other Personnel will possess the requisite expertise and qualifications set out in Schedule B Consultant Personnel.
- (b) The Consultant shall not, for the duration of the Term or for the required duration as otherwise specified by Metrolinx, replace or remove any Key Personnel or Other Personnel from the provision of the Services, or materially reduce the responsibilities of any Key Personnel or Other Personnel in relation to the provision of the Services except with the prior written consent of Metrolinx (which consent may be withheld in the sole discretion of Metrolinx), which shall be given in accordance with Sections 3.7(d) and 3.7(e) below. The Consultant shall also not require or request any Key Personnel or Other Personnel to be involved in any other project on behalf of the Consultant or any Subconsultant if, in the opinion of Metrolinx acting reasonably, such involvement would have a material adverse effect on the Services.

(c) **Changes to Key Personnel by the Consultant**

(i) For reasons beyond its reasonable control: if at any time the Consultant is unable to provide the services of any Key Personnel or Other Personnel for the reasons listed below herein, the Consultant shall give prompt written notice to Metrolinx proposing a replacement Key Personnel or Other Personnel who possesses the required expertise and qualifications as set out for the position in Schedule "B" – Consultant Personnel. The notice shall identify:



- (A) the individual being replaced and their last day of availability, the individual's role and responsibility in the performance of the Services, the reason why it is necessary to replace that person, and the transition plan for knowledge transfer to the replacement, which shall be at the cost of the Consultant;
- (B) the proposed replacement Key Personnel or Other Personnel and his or her rates;
- (C) curriculum vitae in the form set out in Schedule B Consultant Personnel and any other supporting documentation demonstrating the requisite expertise and qualifications to the satisfaction of Metrolinx; and

The Consultant shall provide as much written notice as possible in the circumstances upon becoming aware of the change and propose changes to Key Personnel or Other Personnel. Metrolinx in its sole and absolute discretion may choose to interview the proposed replacement Key Personnel or Other Personnel in Toronto or via teleconference. If the proposed replacement Key Personnel or Other Personnel is acceptable to Metrolinx in its sole discretion, Metrolinx shall give the Consultant written consent to make the replacement. In the event the proposed replacement Key Personnel or Other Personnel is not acceptable to Metrolinx, Metrolinx shall inform the Consultant in writing why that person is not acceptable and the Consultant shall nominate an alternate person pursuant to the processes and requirements identified in this Section 3.7(c)(i).

- (ii) For any reason within the reasonable control of the Consultant: if the Consultant wishes to propose a change in Key Personnel or Other Personnel for any reason within the reasonable control of the Consultant, the Consultant shall provide no less than sixty (60) days' written notice to Metrolinx proposing a replacement Key Personnel or Other Personnel who possesses the required expertise and qualifications as set out for the position in Schedule "B" – Consultant Personnel. The notice shall identify:
 - the individual being replaced and their last day of availability;
 - (B) the proposed replacement Key Personnel or Other Personnel and his or her rates;
 - (C) curriculum vitae in the form set out in Schedule B Consultant Personnel and any other supporting documentation demonstrating the requisite expertise and qualifications to the satisfaction of Metrolinx; and
 - (D) the proposed replacement's available start date.

Metrolinx in its sole and absolute discretion may choose to interview the proposed replacement Key Personnel or Other Personnel in Toronto or via teleconference. If the replacement person is acceptable to Metrolinx in its sole discretion, Metrolinx shall give the



Consultant written permission to make the replacement. In the event the nominated person is not acceptable to Metrolinx, Metrolinx shall inform the Consultant in writing why that person is not acceptable and the Consultant shall nominate an alternate person pursuant to the process identified in Section 3.7(d)(ii).

(d) Changes to Key Personnel or Other Personnel by Metrolinx

If Metrolinx determines in its sole discretion that it is in the best interests of Metrolinx that any Key Personnel or Other Personnel be replaced, either permanently or temporarily, Metrolinx shall notify the Consultant, and, within thirty (30) days of receipt by the Consultant of such notice, the Consultant shall provide Metrolinx with relevant information on the proposed replacement, transition plan for knowledge transfer including the replacement person's name, rates, and curriculum vitae in the form set out in Schedule B - Consultant 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 Consultant 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 Consultant in writing why that person is not acceptable and the Consultant shall nominate an alternate person pursuant to the process identified in Section 3.7(d). The Rates for the proposed replacement shall not exceed the approved Rate of the person being replaced.

(e) Rates

The rates for the proposed replacement, regardless of the reason for the replacement or which Party requested the replacement, shall not exceed the approved rate of the person being replaced.

- (f) Liquidated Damages of Key Personnel
 - The amounts set out below in Sections 3.7(f)(i)(A) and 3.7(f)(i)(B) (the "Liquidated Damages") shall be payable to Metrolinx, in the event of any of the following:
 - (A) A lump sum amount of One Hundred and Fifty Thousand Dollars (\$150,000), each and every occasion, where the Consultant is proposing a change to Key Personnel for a reason within the reasonable control of the Consultant and has failed to provide the minimum sixty (60) days' written notice of the replacement to Metrolinx; and
 - (B) As a daily rate, the amount of Ten Thousand Dollars (\$10,000), for each and every day where the Consultant is unable to provide the Key Personnel for any reason within the reasonable control of the Consultant or his or her replacement, or unable to provide the Key Personnel for a reason outside the reasonable control of the Consultant, for greater than thirty (30) days, acceptable to Metrolinx in accordance with Section 3.7(c)(ii), to a maximum of Two Hundred Thousand Dollars (\$200,000). For greater certainty, the maximum of Two Hundred Thousand Dollars



(200,000) applies only to the amount payable under this section 3.7(f)(i)(B).

- (ii) The Consultant acknowledges and agrees that such Liquidated Damages constitute a genuine pre-estimate of the costs incurred by Metrolinx from the failure of the Consultant to provide timely notice and sufficient transition period for the Key Personnel and for the loss of efficiency, knowledge and expertise in the performance of the Services resulting the replacement of such Key Personnel. Liquidated damages paid by the Consultant pursuant to Section 3.7(f)(i) shall be the sole remedy in respect of failure by the Consultant to provide the Key Personnel, but shall not be the sole remedy of Metrolinx with respect to damages that may otherwise be incurred by Metrolinx with respect to the delay of or disruption to the performance of the Services caused by the Consultant by such failure.
- (iii) For greater clarity, there are no Liquidated Damages for changes to Other Personnel, although such changes are subject to the approval of Metrolinx and shall be in accordance with Section 3.7 herein.

(g) Additional Consultant Personnel

- (i) If the Consultant or Metrolinx identifies a requirement for additional Consultant Personnel for existing positions or for additional positions other than those listed in Schedule "B" of Appendix "A", the Consultant shall promptly provide a written proposal with the following information: a description of the proposed position, the required qualifications, duties and responsibilities for such a position including the necessity of such expertise, experience and role for the performance of a Task, the Curriculum Vitae(s) in the format set out in Schedule "B" for any proposed individuals for such positions, the proposed rate(s), hours and any other information as may be required by Metrolinx. Metrolinx may identify requirements for qualifications and experience for additional positions.
- (ii) The proposed rates for additional Consultant Personnel for existing positions shall not exceed the rates listed for such positions in Schedule "B" of Appendix "A". The proposed rates for additional positions not listed in Schedule "B" of Appendix "A" shall be subject to final approval by Metrolinx in its sole discretion. The proposed rates shall be an all-inclusive rate and be comparable to the Rates for Key Personnel for similar individuals, and competitive with market rates for such positions, as determined by Metrolinx.
- (iii) If Metrolinx agrees in its sole discretion, to the addition of any additional Consultant Personnel in accordance with section 3.7(h) herein, the addition shall be reflected in a revised staff list submitted to Metrolinx by the Consultant (the "Consultant Staff List") which shall include the approved additional Consultant Personnel, specifying the position(s), the individual(s) and the rates for each individual. Staff on a Consultant Staff List approved



by Metrolinx may be engaged for Tasks and form part of a Task Release.

3.8 Consultant's Representative

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

3.9 Metrolinx Responsibilities

- (a) Metrolinx shall:
 - designate an individual to act as its representative (the "Metrolinx Representative") who will transmit instructions to, and receive information from the Consultant;
 - provide access to and where necessary, make available copies of existing plans, reports, studies, information and correspondence relevant to the Services;
 - (iii) use commercially reasonable efforts to ensure that all agreements between Metrolinx and external agencies relevant to the Consultant's provision of the Services are executed in a timely manner;
 - (iv) provide the Consultant with contact names of the individual(s) who will be representing the railways, regions, municipalities, government agencies or other jurisdictional bodies as known to Metrolinx; and
 - (v) arrange for necessary services from the applicable railways such as design approvals, inspection and flagging.

3.10 French Language Services

- (a) Insofar as this Contract relates to the provision of services directly to the public on behalf of Metrolinx, the French Language Services Act shall be applicable to the performance of the Services. A service for the purposes of the French Language Services Act refers to any service or procedure provided to the public. Services being provided in French must be equivalent to those offered in English, and must be available within the same timeframe and of the same quality.
- (b) The Consultant shall provide and perform the Services in a manner so as to comply with the requirements set out in the French Language Services Act.
- (c) Without limitation, services and communications which must be provided in French in French Designated Areas may include:
 - (i) Consultations/Public Meetings: Presentation materials, displays, comments cards/feedback mechanism or other materials. Consultant must have at least one bilingual staff or interpreter on hand able to answer questions and discuss technical drawings/documents in French.



As applicable, the Consultant shall compile and analyze the views of Francophones separately, as they may have different concerns.

- (ii) Signage: Construction contracts may from time to time involve erecting temporary signage to redirect or warn the public of hazards. Such signage shall be bilingual.
- (iii) Communications: Communication plans, customer impact documents, information bulletins, notices of service disruption and public relations information.

3.11 Consultant Work Performance Rating

- (a) Metrolinx shall during the term of a Contract, maintain a record of the Consultant's performance pursuant to this Contract. This information shall be used to complete a "**Contract Performance Review**" report, a copy of which will be forwarded to the Consultant upon Contract Closeout. Interim Contract Performance Appraisal reports may be issued, as deemed appropriate by the Metrolinx Representative, at any time during the term of the Contract.
- (b) The overall history of the Consultant in performing work for Metrolinx, including the Consultant's performance pursuant to this Contract, will be considered in the evaluation of future bids from the Consultant.
- (c) Metrolinx reserves the right in future bid requests to reject any bid submitted by a company with an unsatisfactory performance history with Metrolinx.
- (d) Non-compliance with Contract requirements will be identified to the Consultant.
- (e) The information contained in the Contract Performance Review may be provided to other ministries and agencies and such performance reviews may be relied upon by other ministries and agencies to reject a company any bid submitted on any further requests.

4. HEALTH AND SAFETY

4.1 Occupational Health & Safety Act ("OHSA")

- (a) The Consultant shall comply with OHSA, and any obligations of the Consultant as an "employer" thereunder, and with all regulations made under the OHSA.
- (b) The Consultant shall report to Metrolinx any non-compliance by a Subconsultant in the performance of the Services with the regulations under the OHSA if and when brought to the attention of the Consultant.
- (c) The Consultant 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 Consultant's performance of the Services to be suspended; or
 - (ii) this Contract to be cancelled by Metrolinx.



- (d) The Consultant will be under an obligation to cease the Services, 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 Services or affected part thereof shall not resume until any such violation has been rectified.
- (e) The Consultant shall be responsible for any delay caused by the Consultant in the progress of the Services as a result of any violation of provincial or municipal health and safety requirements by the Consultant, it being understood that such delay shall be not be a Force Majeure for the purposes of extending the time for performance of the Services or entitling the Consultant to additional compensation, and the Consultant shall take all necessary steps to avoid delay in the final completion of the Services 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 4.1 shall be taken as making Metrolinx the "employer" (as described in Section 4.1(a) of any workers employed or engaged by the Consultant for the Services, either instead of or jointly with the Consultant.

4.2 Safety Requirements

- (a) Safety of Persons at or near the place of work and the public is of paramount concern to Metrolinx. In the performance of the Services, the Consultant 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 Consultant specifically covenants and agrees that:
 - (i) it shall comply with best industry practice 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/transitways/roadways, to the extent that such practices are not inconsistent with an express instruction set out in this Contract or provided by Metrolinx;
 - (ii) it shall comply, and shall ensure that all Consultant Personnel and cause any Subconsultants to comply, in all regards with the safety requirements set out in the Contract Documents;
 - (iii) it shall maintain, strictly enforce and comply, and ensure or cause that all Consultant Personnel and all Subconsultants comply, in all regards with the Consultant's own health and safety program, to the extent not inconsistent with this Contract and Metrolinx' health and safety program;
 - (iv) it shall comply, and shall ensure that all Consultant Personnel and any Subconsultants comply, with any and all safety-related directives or instructions issued by Metrolinx;
 - (v) it shall ensure the health and safety of all workers and Subconsultants for which it has responsibility under the OHSA
 - (vi) 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



Consultant Personnel and Subconsultants have been properly trained and are knowledgeable with respect to these policies and procedures.

- (vii) it shall issue, to Metrolinx, a monthly report, specifying all safety related incidents as incurred by the Consultant or their sub-consultants, the Consultant's full investigation report including preventative measures taken to prevent a reoccurrence of the situation. The report shall be submitted at the beginning of every month covering incidents for the previous month. The report shall include the following elements
 - (A) Metrolinx Project Name
 - (B) Metrolinx Project Number
 - (C) Consultant's Name
 - (D) Consultant's Supervisor
 - (E) Report Period (date Range)
 - (F) Report Date
 - (G) Total Hours of work on site, specify total number by Consultant and by each sub-consultant
 - (H) Total number of incidents, specify total number by Consultant and by each sub-consultant:
 - a. Near miss (no damage to property or person)
 - b. Damage to Metrolinx property, infrastructure, adjacent property, and/or mobile equipment
 - c. First aid (as defined by WSIA)
 - d. Medical aid/Health care (as defined by WSIA)
 - e. Fatality
 - f. Lost-time injuries (including total number of days lost)
 - g. Other Critical Injury (as defined by OHSA)
- (viii) it shall track and verify the safety-related incidents reported by Project Co in their monthly Works Reports.

4.3 Railway Corridor Safety

- (a) During the Consultant's performance of Works in the Rail Corridor, the Consultant shall adhere to, and shall cause their Subconsultants to adhere to, the Canadian Railway Operating Rules, Metrolinx Track Worker Safety Instructions and the Rail Corridor Access Permit granted by Metrolinx to Project Co.
- (b) If, during the Consultant's performance of Works in the Rail Corridor, an Emergency Rail Situation arises, Metrolinx may direct that the Consultant and all



their sub-consultants exit from the Rail Corridor for such period of time as is necessary for Metrolinx, acting reasonably, to remedy the Emergency Rail Situation.

- (c) Personal Protective Equipment (PPE)
 - (i) Notwithstanding the site requirements set by Project Co., the Consultant shall ensure that the Consultant and any of their sub-consultants entering into the right-of-way wear the following personal protective equipment:
 - a. CSA-certified green patch safety boots, a minimum of 6" high with a 1/2" minimum defined heel. Boots shall be in good working order and tied to the top;
 - b. Class 1 CSA spectacles or safety lenses / frames with fixed side shields.
 - c. Class 2 (or higher) CSA Z96-02 compliant high visibility safety vest in fluorescent orange only during daylight hours. The colour red is strictly prohibited;
 - d. Class E, Type II CSA or ANSI-approved hard hat;
 - e. long pants;
 - f. shirts with a minimum 4" sleeves; and
 - g. any other PPE required for the hazards associated with the task and/or environment.
- (d) Training Requirements
 - (i) The Consultant shall ensure that all persons 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)
 - b. Metrolinx approved Canadian Railway Operating Rules and GO Transit Track Worker Safety Instructions
 - (ii) The Consultant shall maintain an up-to-date list of all such trained Consultant and sub-consultant employees on site and ensure all such trained Consultant and sub-consultant 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 Work will only be given when this requirement has been fulfilled.



4.4 Workers' Rights

The Consultant shall at all times pay or cause to be paid any assessments or compensation required to be paid by the Consultant or its Subconsultants 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 Consultant. The Consultant shall comply with all regulations and laws relating to workers' compensation.

5. FINANCIAL TERMS

5.1 Financial Terms

All financial and payment terms applicable to this Contract and the Services are set out in Schedule C – Financial Terms.

6. CONSTRUCTION LIEN ACT

6.1 Construction Lien Act

- (a) Intentionally deleted.
- (b) Intentionally deleted.
- (c) Notwithstanding any provision of this Contract,
 - (i) no sum shall be payable by Metrolinx to the Consultant pursuant to this Contract if, at the time such sum would otherwise be payable, there is outstanding and unsatisfied any claim for lien which has been preserved pursuant to the Construction Lien Act by any person for goods and/or services provided directly or indirectly to the Consultant to enable performance of any part(s) of the Services or Metrolinx has received a notice of lien; and
 - (ii) where any sum which would otherwise be payable by Metrolinx to the Consultant is not so payable because a claim for lien has been preserved pursuant to the Construction Lien Act, or Metrolinx has received notice of a lien, such sum shall be payable to the Consultant only at such time when all liens which may be claimed against that sum have expired, caused to be withdrawn, or been satisfied, discharged or vacated by an order made pursuant to a payment into court in accordance with the Construction Lien Act.
- (d) The Consultant shall satisfy, discharge, or vacate, or cause to be withdrawn, satisfied, discharged or vacated, all written notices of liens, and all liens which have been preserved or perfected relating to the Services, promptly but in any case no later than five (5) Business Days of the date of notice, registration, preservation or action, all at the Consultant's sole expense.
- (e) Intentionally deleted.
- (f) The Consultant shall at all times indemnify and save harmless Metrolinx and the Indemnified Parties from and against any and all losses, costs or damages



incurred or suffered by Metrolinx by reason of having released the holdback in reliance of the Consultant's representations.

7. RIGHT OF OWNERSHIP AND USE

7.1 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 Services; and
 - (iv) all modifications or enhancements made to the items listed in Sections 7.1(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 Consultant will acquire no rights to any Metrolinx IP other than the licence rights expressly granted in Section 7.3.
- (d) The Consultant:
 - (i) hereby assigns and transfers to Metrolinx; and
 - (ii) agrees (to the extent required in the future) to assign and transfer to Metrolinx,
- (e) 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).
- (f) The Consultant shall cause all Consultant Personnel to waive for the benefit of Metrolinx and its respective successors, assigns, licensees and contractors, 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 the world) in and to the Metrolinx IP.

7.2 Ownership of Consultant Background IP

(a) The Consultant is and will be the exclusive owner of, and shall retain all right, title and interest (including Intellectual Property Rights) in and to all Consultant Background IP.



(b) Metrolinx will acquire no rights to the Consultant Background IP other than the licence rights expressly granted in Section 7.4, or otherwise under or in respect of this Contract.

7.3 Grant of Licences by Metrolinx to Consultant

- (a) Metrolinx grants to the Consultant, 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 Services, modify, the Metrolinx IP solely for the purposes of fulfilling the Consultant's obligations under this Contract;
 - (ii) sublicense the Metrolinx IP to Subconsultants solely to the extent necessary to enable such Subconsultants to fulfill the Consultant's obligations under this Contract.
- (b) Any exercise by the Consultant of the rights granted pursuant to Section 7.3(a) shall be subject to the terms and conditions of this Contract, including always the Consultant's obligations with respect to Confidential Information set out in Article 11.
- (c) If the Consultant 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 license to require the approval of Metrolinx, which may be withheld at Metrolinx' discretion).

7.4 Grant of Licences by the Consultant to Metrolinx

- (a) The Consultant 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 Consultant 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 Consultant 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 Consultant integrates with or embeds in any Deliverables any Intellectual Property provided by a third party vendor, subcontractor, independent consultant, Subconsultant or other person, the Consultant shall obtain for Metrolinx the same license rights for Metrolinx in respect of such Third Party IP as set forth in Section 7.4(a) hereof.

8. INSURANCE

8.1 Insurance Requirements

(a) The Consultant 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 D

 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 Services.

9. CHANGES AND CASH ALLOWANCES

9.1 Changes Requested by Metrolinx

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

9.2 Changes Recommended by the Consultant

The Consultant shall promptly notify Metrolinx in writing if the Consultant 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.

9.3 Changes, Alterations and Additional Services

Metrolinx may in writing at any time after the execution of the Contract or the commencement of the Services, request changes in the scope of the Services of the Consultant to be performed hereunder. Where such changes involve any increase or decrease in the amount of the Consultant's compensation, such amounts shall be mutually agreed upon in writing by and between Metrolinx and the Consultant prior to the Consultant undertaking any such work.

- (a) Where a Change request is initiated by Metrolinx pursuant to Section 9.1, 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 Consultant shall respond to Metrolinx' Change request in writing within ten (10) Business Days.
- (c) Where a Change is initiated by the Consultant pursuant to Section 9.2, the Consultant shall set out in the Change request, conforming to Section 9.3(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.



- (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 Estimated Contract price, the Project Schedule, or the terms and conditions of the Contract, as applicable, with respect to the Change set out therein.
- (e) Where Metrolinx and the Consultant 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 Services, then either Party may refer the issue to dispute resolution in accordance with Schedule E Dispute Resolution.

9.4 Cash Allowance Items and Cash Allowance Release

- (a) The Consultant shall include all Cash Allowance Items in the Project Schedule and perform all Services related thereto within the Project Schedule. Where applicable, the Project Schedule shall take into account the time required to facilitate the Cash Allowance Release Process described in this Section, including the time required to obtain Quotations pursuant to Schedule C – Financial Terms.
- (b) Cash Allowance Items shall be administered and authorized as follows (the "Cash Allowance Release"):
 - (i) The Metrolinx Representative shall submit to the Consultant a request to proceed with a Cash Allowance Item.
 - (ii) Upon receipt of such request from Metrolinx, the Consultant shall, in respect of the identified Cash Allowance Item, provide to Metrolinx a response setting out:
 - (A) the estimated hours of Services and expected completion date;
 - (B) subject to Section 9.5, the Consultant Personnel, suppliers, Subconsultants or specialized services providers which the Consultant proposes to perform the Services; and
 - (C) any requirements for testing and reporting.
 - (iii) As and if required, the Parties shall meet to review the requirements for the Cash Allowance Item.
 - (iv) Subsequent to the review meeting, and based on the results of the review meeting, the Consultant shall make its own determination of the Consultant's work effort and fee cost to provide the Consultant's scope of services for the task and seek Metrolinx written approval of task.
- (c) No amounts shall be payable in respect of any Cash Allowance Items unless and until Metrolinx has approved such expenditure in writing, and shall be subject to Schedule C Financial Terms.
- (d) Upon the approval by Metrolinx of any Cash Allowance Item, the Consultant shall be responsible for the completion thereof in accordance with the terms and conditions set out in this Contract. For greater certainty, the Consultant's



responsibility for Cash Allowance Items approved by Metrolinx pursuant to this Section are the same as for all other Services.

9.5 **Performance of Changes and Cash Allowance Items**

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

10. ADDITIONAL RESOURCES

10.1 Additional Resources

- (a) In addition to, or in connection with, a request for additional or altered services pursuant to Article 9, at any time during the Term, Metrolinx shall have the right in its discretion to require the Consultant to increase the number of Consultant Personnel upon twenty (20) days' notice.
- (b) Unless otherwise agreed to in writing by Metrolinx, such additional Consultant Personnel shall be available to report for work any Place of Work designated by Metrolinx within twenty (20) days of receipt of a written request from Metrolinx pursuant to Section 10.1(a).
- (c) The hourly rate payable in respect of additional Consultant Personnel shall be as set out in the Articles of Agreement.

11. CONFIDENTIAL INFORMATION AND FIPPA

11.1 Restrictions on Use of Confidential Information

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

- (a) not disclose, reveal, publish, or disseminate any Metrolinx Confidential Information to anyone, except as permitted pursuant to this Contract;
- (b) shall use Metrolinx Confidential Information only in connection with this Contract and the performance of the Services;
- (c) shall take all reasonable steps required to prevent any unauthorized reproduction, use, disclosure, publication, or dissemination of the Metrolinx Confidential Information;



- (d) shall not copy, reproduce in any form or store the Metrolinx Confidential Information in a retrieval system or database, without the prior written consent of Metrolinx; and
- (e) shall immediately notify Metrolinx in the event that it becomes aware of any unauthorized disclosure of Metrolinx Confidential Information.

11.2 Permitted Disclosure

Notwithstanding the obligations set out in Section 11.1, the Consultant may disclose Metrolinx' Confidential Information to those of its Subconsultants and Consultant's Personnel who need to know such Confidential Information in connection with this Contract, provided that such Subconsultant or Consultant's Personnel, as applicable, is subject to obligations of confidentiality substantially similar to those contained in this Article 11.

11.3 Exceptions

- (a) The obligations of confidentiality set out in Section 11.1 shall not apply to Metrolinx Confidential Information which:
 - (i) becomes generally available to the public through no fault of the Consultant;
 - prior to receipt from Metrolinx, was known to the Consultant on a nonconfidential basis and is not subject to another obligation of secrecy and non-use, as documented by written records possessed by the Consultant;
 - (iii) was independently developed by the Consultant prior to receipt from Metrolinx, as documented by written records possessed by the Consultant; or
 - (iv) becomes available to the Consultant on a non-confidential basis from a source other than Metrolinx that is not under other obligations of confidence.
- (b) If the Consultant becomes compelled to disclose any Metrolinx Confidential Information pursuant to Applicable Law, the Consultant shall provide Metrolinx with prompt written notice of any such requirement and shall cooperate with Metrolinx in seeking to obtain any protective order or other arrangement pursuant to which the confidentiality of the relevant Confidential Information is preserved. If such an order or arrangement is not obtained, the Consultant shall disclose only that portion of the Confidential Information as is required pursuant to Applicable Law. Any such required disclosure shall not, in and of itself, change the status of the disclosed information as Confidential Information under the terms of this Article 11.
- (c) Without limiting the generality of Section 11.3(a) and notwithstanding Section 11.3(b), the Parties acknowledge and agree that the treatment and disclosure of Confidential Information shall in all cases be subject to the requirements of FIPPA and the Construction Lien Act.



11.4 Damages

The Consultant acknowledges and agrees that any breach or threatened breach of this Article 11 or the obligations set out herein shall cause immediate and irreparable harm to Metrolinx for which damages alone are not an adequate remedy. The Consultant hereby acknowledges and agrees that Metrolinx shall be entitled to seek, in addition to any other legal remedies which may be available to it, such equitable relief as may be necessary and available to protect Metrolinx against such breach or threatened breach. No failure or delay by Metrolinx in exercising any right hereunder shall operate as a waiver hereof, or shall estop Metrolinx from obtaining permanent injunctive relief.

11.5 Return or Destruction of Confidential Information

- (a) At the request of Metrolinx and subject to Section 11.5(b) and Section 11.6, the Consultant agrees to:
 - (i) promptly return all Metrolinx Confidential Information to Metrolinx; or
 - (ii) promptly destroy the Metrolinx Confidential Information 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 Consultant certifying such destruction.
- (b) Notwithstanding the foregoing, the Consultant shall have no obligation to return or destroy:
 - (i) Metrolinx Confidential Information that is captured and retained within the Consultant'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 Consultant or the Consultant Personnel.

11.6 FIPPA and Freedom of Information

The Consultant acknowledges that Metrolinx is a provincial crown agency subject to FIPPA, and acknowledges and agrees as follows:

- (a) All FIPPA Records (as defined below) are subject to, and the collection, use, storage and treatment thereof is governed by FIPPA. The Consultant agrees to keep all FIPPA Records secure and available, in accordance with the requirements of FIPPA.
- (b) Section 11.5 shall apply to all FIPPA Records, which shall be returned and/or destroyed in accordance with that section.
- (c) In the event of a conflict between the requirements of this Contract and the requirements of FIPPA, the requirements of FIPPA shall take precedence.



- (d) 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 Consultant and the Consultant 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 Consultant 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 Agreement and subject to the Consultant'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).
- (e) For the purposes of this section, "FIPPA Records" means all information, data, records and materials, however recorded, in the custody or control of Metrolinx, including Confidential Information and Personal Information (as defined in FIPPA). For the purposes of this definition, documents held by the Consultant in connection with this Contract are considered to be in the control of Metrolinx.

11.7 Consultant Compliance

- (a) The Consultant shall advise its representatives and all Subconsultants of the requirements of this Article 11, and associated requirements set out elsewhere in this Contract, and take appropriate action to ensure compliance by such representatives with the terms of this Article 11. In addition to any other liabilities of the Consultant pursuant to this Contract or otherwise at law or in equity, the Consultant shall be liable for all claims arising from any non-compliance with this Article 11 by the Consultant, Consultant Personnel, Subconsultant and their respective personnel.
- (b) The Consultant warrants that each representative or Subconsultant provided or engaged by the Consultant to provide the services pursuant to this Contract is under a written obligation to the Consultant requiring such person to comply with the terms of this Article 11.

11.8 Publicity

Neither Party may make any disclosure to any other person or any public announcement or press release regarding this Contract or any relationship between the Consultant and Metrolinx, without the other Party's prior written consent.

12. REPRESENTATIONS, WARRANTIES AND COVENANTS

12.1 Representations, Warranties and Covenants of the Consultant

The Consultant 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:

(a) the Consultant is validly existing under the laws of the location of its head office and the Consultant has all necessary corporate power, authority and capacity to enter into this Contract and to perform its obligations hereunder;



- (b) the entering into of this Contract by the Consultant and the performance of its obligations hereunder has been authorized by all necessary corporate action;
- (c) 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:
 - (i) 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 Consultant, the by-laws or resolutions of the Consultant or any agreement or instrument to which the Consultant is a party or by which it is bound, or
 - (ii) require the Consultant 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;
- (d) this Contract constitutes a legally valid and binding obligation of the Consultant 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;
- (e) the Consultant has carefully reviewed the whole of this Contract, including all of the Contract Documents, and all other documents made available to the Consultant by Metrolinx, and, to the Consultant's knowledge, nothing contained herein or therein inhibits or prevents the Consultant from performing the Services in accordance with the Required Standard of Care so as to achieve and satisfy the requirements of this Contract;
- (f) the Consultant has engaged and shall engage only Subconsultants and Consultant Personnel that are qualified and competent to perform the portions of the Services they are responsible for and possess the requisite Domain Expertise;
- (g) the Consultant 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;
- (h) the Consultant is not aware of any legal action instituted, threatened or pending against the Consultant that could have a material adverse effect on its ability to perform its obligations under this Contract;
- (i) the Consultant 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;
- (j) the Consultant is familiar with the obligations imposed on a "Constructor" 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



(k) the Consultant represents, warrants and covenants to Metrolinx that the Consultant is and shall remain duly registered for the purposes of Part IX of the Excise Tax Act.

12.2 Continuing Effect of Representations, Warranties and Covenants

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

13. INDEMNITY

13.1 Indemnification

- (a) The Consultant 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) any breach, violation or non-performance by or on behalf of the Consultant of any covenant, obligation or agreement of the Consultant contained in this Contract, including any warranty (express or implied);
 - (ii) any negligent acts, errors or omissions or wilful misconduct by or on behalf of the Consultant relating to the Services to be provided under this Contract;
 - (iii) any acts performed or omitted to be performed by or on behalf of the Consultant beyond the authority of the Consultant hereby conferred;
 - (iv) any inaccuracy in or breach of any of the representations or warranties of the Consultant contained in this Contract;
 - (v) any preserved or perfected lien under the Construction Lien Act filed or made on account of the Services performed hereunder, provided that the liens herein referenced are not the direct result of the default in payment by Metrolinx to the Consultant of amounts properly due under this Contract. The Consultant shall cause any such lien or claim which may be filed or made to be released, vacated or otherwise discharged within five (5) days of obtaining notice of the lien or claim or from receipt by the Consultant of written notice from Metrolinx. If the Consultant fails to release, vacate or discharge any such lien or claim, then Metrolinx may, but without obligation to do so, discharge or release the lien or claim or otherwise deal with the lien or claim, and the Consultant shall pay any and all reasonable costs and expenses, including but not limited to reasonable legal fees incurred by Metrolinx in so releasing, discharging, or otherwise dealing with such lien or claim;
 - (vi) any breach of the terms and conditions set out in Article 4or arising as a result of any illness, injury or death of any employee of the Consultant or any Subconsultant, including:



- (vii) any resulting expenses incurred by Metrolinx as a result of stoppage of the Services on account of failure by the Consultant to meet its obligations under and/or with respect to the OHSA; and
- (viii) 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 Consultant's failure to fulfil its obligations as described in Section 4.1; and/or
- (b) any infringement or alleged infringement of any patent, trade secret, service mark, trade name, copyright, official mark, moral right, trade-mark, industrial design or other proprietary rights conferred by contract, common law, statute or otherwise in respect to the Services or any matter provided to Metrolinx or performed by the Consultant, or anyone else for whom at law it is responsible.
- (c) The Consultant 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 Consultant is obligated to indemnify the Indemnified Parties pursuant to this Article 13, provided that the indemnity obligations of the Consultant under this Article 13 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.
- (d) In the event any Loss is asserted in respect to which an Indemnified Party is entitled to indemnification under this Article 13, and without prejudice to any other right or remedy Metrolinx may have, Metrolinx shall be entitled to deduct or withhold a reasonable sum on account of such claim, action, suit, execution or demand, including legal costs, from monies owed or payable by Metrolinx to the Consultant under this Contract pending the final determination or settlement of such claim, action, suit, execution or demand. In the event,
 - (i) the Consultant is, becomes, or is deemed to be bankrupt or an insolvent person pursuant to the *Bankruptcy and Insolvency Act* (Canada);
 - (ii) the Consultant 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 Consultant'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 Consultant under any other agreement or account. The provisions of this Section 13.1(d) shall not apply in the event that such Loss is otherwise provided for under any insurance provided by the Consultant to or for the benefit of Metrolinx.

14. LIMITATION OF LIABILITY

14.1 General Intent

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.



14.2 Limitations on Liability

- (a) Subject to Section 14(c), in no event shall either Party be liable for indirect, consequential, exemplary, punitive or special damages relating to the Contract even if such Party has been advised in advance of the possibility of such damages.
- (b) Subject to Section 14(c), each Party's aggregate liability to the other under the Contract for direct damages for all events giving rise to liability hereunder shall be limited to an amount equal to two times the Estimated Contract Price.
- (c) The limitations of liability set forth in Sections 14.2(a) and 14.2(b) shall not apply with respect to Losses:
 - (i) that are the subject of indemnification pursuant to Articles 13.1(a)(ii), (iii), (v), (vi) or (vii); or
 - (ii) occasioned by a breach of Article 11.
- (d) Metrolinx shall have a duty to mitigate damages for which the Consultant is responsible.

15. TERMINATION

15.1 Termination for Cause by Metrolinx

In the event that the Consultant is in breach of any of its obligations under this Contract, then Metrolinx may notify the Consultant in writing that the Consultant is in default of its contractual obligations and instruct the Consultant to correct the default within five (5) days immediately following receipt of such notice. If the default cannot be corrected within five (5) business days specified, the Consultant shall be in compliance with Metrolinx's instructions if the Consultant commences the correction of the default within such specified time and provides Metrolinx with a schedule acceptable to Metrolinx in its sole discretion for such correction, and completes the correction in accordance with such schedule, to the satisfaction of Metrolinx. If the Consultant fails to correct the default within the time specified or subsequently agreed upon in the schedule accepted by Metrolinx, Metrolinx may suspend or terminate the whole or any part of the provision of the Services or this Contract for cause, and thereupon:

- (a) Metrolinx may appoint officials of Metrolinx or any other person or persons in the place and stead of the Consultant to perform the Services or any portion thereof;
- (b) the Consultant shall immediately discontinue the Services 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 Services;
- (c) nothing contained herein shall limit the rights of Metrolinx to recover damages from the Consultant arising from the failure of the Consultant to perform the Services satisfactorily in accordance with the terms of this Contract.
- (d) if part of the Services or this Contract is terminated for cause, the Consultant shall continue to perform the remainder of the Contract in a diligent and professional manner in accordance with the Contract; and



(e) the Consultant shall immediately render a final invoice in accordance with section 6 of Schedule "C" – Financial Terms.

15.2 Termination for Convenience by Metrolinx

Metrolinx may, by thirty (30) days' written notice to the Consultant, terminate all or part of this Contract for convenience, and thereupon Metrolinx shall be liable for payment to the Consultant for those monies attributable to the part of the Services performed to the satisfaction of Metrolinx to the date of termination stipulated in such notice. Metrolinx shall also be liable for any reasonable demobilization costs directly related to the cost of cancellation of the contract, but in no event will Metrolinx be liable for any loss of profits, loss of revenue or other consequential damages. Where part of the Contract is terminated for convenience, the Consultant shall continue performing the remainder of the Contract in a diligent and professional manner in accordance with the Contract. The Consultant shall immediately render a final invoice in accordance with section 6 of Schedule "C" – Financial Terms.

15.3 Suspension by Metrolinx

- (a) Metrolinx may at any time and for any reason within its sole discretion issue a written order to the Consultant suspending, delaying or interrupting all or any part of the Services for a specified period of time up to a maximum of ninety (90) days per suspension.
- **15.4** The Consultant shall comply immediately with any such written order and take all reasonable steps to minimize costs allocable to the Services covered by the suspension during the period of work stoppage. The Consultant shall be responsible for all costs during the period of the work stoppage. The Consultant shall continue the work that is not included in the suspension and shall continue such ancillary activities as are not suspended. The Consultant shall resume performance of the suspended work upon the earlier of expiration of the notice of suspension, or upon written direction from Metrolinx. Any suspension exceeding such ninety (90) days shall be subject to termination for convenience in accordance with Section 15.2.

16. FORCE MAJEURE

16.1 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 16.1(a) are met) but shall in no event include:
 - (i) shortages or delays relating to supplies or services; or



- (ii) on the part of the Consultant, lack of financing or inability to perform because of the financial condition of the Consultant.
- (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 Consultant and not then unless such claim is reasonable and justified to Metrolinx.

16.2 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 nonperformance, 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 16.2(a).
- (c) In the case of a continuing Force Majeure Event, only one notice shall be necessary.

16.3 Metrolinx Rights

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

17. DISPUTE RESOLUTION

All Disputes shall be resolved in accordance with, and the Parties shall comply with, Schedule $\mathsf{E}-\mathsf{Dispute}$ Resolution.

18. SET OFF

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

19. GENERAL

19.1 Entire Agreement

This Contract constitutes the entire agreement between the Parties regarding the Services and supersedes any prior understandings, negotiations, representations or agreements, whether written or verbal.



19.2 Governing Law and Jurisdiction

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.

19.3 Survival

The obligations set out in Articles 2, 3, 6, 7, 8, 10, 11, 12, 14, 15 and this Article 19 of this Contract shall continue to bind the Consultant notwithstanding expiration or termination of this Contract for any reason whatsoever or completion of the Services as contemplated hereunder.

19.4 Enurement

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.

19.5 Assignment

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

19.6 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 consultant. 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 Consultant Personnel and all other personnel providing the Services are solely the employees of the Consultant and applicable Subconsultants (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.

19.7 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 Consultant represents and warrants to Metrolinx that the Consultant is entering into this Contract solely on the Consultant's own behalf and not as an agent for any other Person.

19.8 Joint and Several Liability

Where the Consultant comprises two or more Persons, each of them shall be jointly and severally liable for the obligations of the Consultant under this Contract.

19.9 Notice

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

19.10 Amendments

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.

19.11 No Waiver

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.

19.12 Severability

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.

19.13 Further Assurances

Each Party agrees that it shall at any time and from time to time, at its own expense, execute and deliver such further documents and do such further acts and things as the



other Party may reasonably request for the purpose of giving effect to this Contract or carrying out the intention or facilitating the performance of the terms of this Contract.

19.14 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 Consultant's other commitments, relationships or financial interests:
 - 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 Consultant 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 Consultant 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 Subconsultants do not participate in or be involved with such Prohibited Procurements either directly or indirectly, including as a bidder or as a subcontractor or advisor to any bidder.
- (c) The Consultant 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 propose mitigation measures if possible; 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 Consultant, where:
 - (i) the Consultant fails to disclose an actual or potential Conflict of Interest;
 - (ii) the Consultant fails to comply with any requirements prescribed by Metrolinx to resolve a Conflict of Interest; or
 - (iii) the Consultant's Conflict of Interest cannot be resolved.
- (e) This section shall survive any termination or expiry of this Contract.

19.15 Counterparts

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 General Conditions]



Schedule A – Definitions

"Acceptance" or **"Acceptable"** or **"Accepted"** means the act of formal notification by Metrolinx of no further objections regarding content, construction or compliance.

"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.

"**Approvals**" means any permits, licences, consents, approvals, clearances, orders, ordinances, registrations, filings or other authorizations respecting the work undertaken as part of the Services as may be required from any applicable Governmental Authority or otherwise by the Consultant's contract documents.

"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.

"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" means those items, work and/or services identified in the Articles of Agreement as items to be paid for using the designated Cash Allowance.

"Cash Allowance Release Process" has the meaning ascribed to it in Section 9.4 of Appendix "A" – General Conditions.

"Changes" has the meaning ascribed to it in Section 9.1 of the General Conditions.

"Construction Lien Act", means the *Construction Lien Act*, R.S.O. 1990, c. C.30.

"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 Consultant (including to employees, contractors, or other representatives thereof). For greater certainty, all Metrolinx Materials, construction documents, personal information (as defined in FIPPA), 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.

"Conflict of Interest" has the meaning ascribed to it in Section 19.14 of the General Conditions.

"**Consultant**" has the meaning ascribed to it in the Articles of Agreement.



"Consultant 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 Consultant or which Consultant has the right and licence to use and make available to Metrolinx, 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 Services.

"Consultant Personnel" or "Consultant's Personnel" means (a) with respect to the Consultant, all of the Consultant's personnel, employees and independent consultants (including the Key Personnel and the Consultant's Representative) engaged in the performance of the Services; and (b) with respect to each Subconsultant, all of that Subconsultant's personnel, employees and independent consultants engaged in the performance of the Services.

"Consultant Policies" has the meaning ascribed to it in Schedule D – Insurance of Appendix "A" General Conditions.

"Consultant's Representative" means the person identified by the Consultant, and Accepted by Metrolinx, as the Consultant's authorized representative pursuant to Section 2.8 of the General Conditions.

"**Contract**" means this contract between the Consultant and Metrolinx pursuant to **Request No. RQQ-2017-CRHS-144** including the Articles of Agreement, the General Conditions and the Schedules thereto and the Contract Documents.

"Contract Closeout" means the date that the services are complete as per the Construction Lien Act.

"Contract Documents" means the Contract and those documents listed in Appendix "B" – Consultant's Scope of Services and any written amendments thereto as agreed to by the Parties.

"Contract Performance Review" has the meaning given in Section 3.11(a) of the General Conditions.

"Contracting Authority" means, collectively, (i) IO and (ii) Metrolinx.

"Deliverables" means the work product created by the Consultant and/or the Consultant Personal in connection with or as a requirement of the Services, including all reports, drawings, plans, designs, processes, tools, standards, registers, logs, updates, files, databases, Software, and documentation.

"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.

"Dispute Notice" has the meaning given in Schedule E – Dispute Resolution.



"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 Services, gained through a practical application of the knowledge underlying the tasks in an environment substantially similar to that of the Services.

"Effective Date" means the final date of execution of this Contract by both Parties.

"Emergency Rail Situation" means situation arising that causes an immediate and serious threat or danger to the public, Contracting Authority employees, or Project Co employees, or that causes an immediate and serious threat to Metrolinx's railway operations and includes but is not limited to a derailment, accident, or collision.

"Encumbrance" means any mortgage, charge, pledge, hypothecation, Lien, security interest, hypothec, easement, right-of-way, right-of-first refusal, option, encroachment, building or use restriction, conditional sales agreement, personal property lease, licence, restrictive covenant, adverse claim, promissory right or other encumbrance of any nature however arising, or any other security agreement or arrangement creating in favour of any creditor a right in respect of any property that is prior to the right of any other creditor in respect of such property.

"Estimated Contract Price" means the amount identified as such in the Articles of Agreement.

"FIPPA" means the Freedom of Information and Protection of Privacy Act, R.S.O. 1990, Chapter F.31.

"FIPPA Records" has the meaning ascribed to it in Section 10.6 of the General Conditions.

"French Designated Area" means an area designated as such in the Schedule to the French Language Services Act. A map and complete listing of French Designated Areas is available at http://www.ofa.gov.on.ca/en/flsa-mapdesig.html.

"French Language Services Act" means the *French Language Services Act*, R.S.O. 1990, c.F.32.

"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.

"IO" means Ontario Infrastructure and Lands Corporation, a Crown agent, continued under the *Ontario Infrastructure and Lands Corporation Act*, 2011.

"Indemnified Parties" has the meaning ascribed to it in Section 13.1 of the General Conditions.

"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.

"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.

"Joint Venture" is the business arrangement of two or more parties proposed as identified in the Proponent's Submission.

"Key Personnel" has the meaning ascribed to it in Section 3.7(a) of the General Conditions.

"Key Responsibilities" means the main responsibilities and tasks to be performed by each category of Consultant Personnel, as identified in Schedule B – Consultant Personnel.

"Lien" means any statutory lien, or claim, in relation to this Contract and constituting a charge against the statutory holdback and any other amounts, all as defined in the Construction Lien Act.

"**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.

"Metrolinx" means Metrolinx, a provincial crown agency continued under the *Metrolinx Act*, S.O. 2006, Chapter 16, and its successors and assigns.

"Metrolinx IP" has the meaning ascribed to it in Section 7.1 of the General Conditions.

"**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 Consultant; (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.

"Metrolinx Representative" or **"Metrolinx's Representative"** has the meaning ascribed to it in Section 3.9 of the General Conditions.

"OHSA" means the Occupational Health and Safety Act, R.S.O. 1990, c. O.1.

"Other Personnel" has the meaning ascribed to it in section 3.7(a) of the General Conditions.

"**Parties**" means both of Metrolinx and the Consultant and a "**Party**" means either one of them.

"**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.

"Place of Work" is the designated site or location of the Services.

"Product" means any goods, machinery, equipment, fixtures and Software (including any components of any of the foregoing) forming part of the Deliverables, but does not include machinery and equipment used solely to perform the Services.

"Professional Engineer" means an engineer licensed to practice engineering in the Province of Ontario.

"Project" or "Projects" refers to the projects arising from the Services as identified in Appendix "B" – Scope of Services.

"Project Company" means the company or consortia/joint venture or other, awarded the AFP contract of the Project.

"Project Schedule" means the scheduling requirements identified in Section 8 of the Form of Request or otherwise provided by Metrolinx to the Consultant from time to time.

"Quotation" has the meaning given in Section 15 of Schedule C – Financial Terms.

"Rates" has the meaning given in Section 1(a) of Schedule C – Financial Terms.

"Required Standard of Care" means: (a) using the Standards, practices, methods and procedures to 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 Consultant or the Consultant 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.

"Services" has the meaning ascribed to it in Section 3.2(a) of the General Conditions.

"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.

"**Standards**" means, at a given time, those standards, specifications, manuals, codes, practices, methods and procedures applicable to the Required Standard of Care.

"Statutory Holdback" has the meaning ascribed to it in Section 7 of Schedule C – Financial Terms.

"Subconsultant" means an individual, firm, partnership, corporation or design professional having a direct contract with the Consultant or another Subconsultant to perform a part or parts of the Services as identified in the Submission.



"Submission" means all documentation and other materials and information submitted by the Proponent in response to Request No. **RQQ-2017-CRHS-144.**

"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.

"Term" has the meaning ascribed to it in Section 3.1 of the General Conditions.

"Third Party" or "Third Parties" means any Third Party Contractors or Third Party Operators.

"Third Party Contract" means a contract between Metrolinx and any other Person which is in any way related to, impacts or is impacted by the Services and/or the Consultant's acts or omissions, whether expressly identified to the Consultant or not.

"Third Party Contractors" means contractors, suppliers, service providers, utility owners or any other third party (excluding the Consultant and any Subconsultants and Consultant Personnel) performing work and/or providing products and services in, or in respect of, the rail corridors, where such work, products or services (a) are on behalf and for the benefit of Metrolinx or (b) are being undertaken to enable work, products or services on behalf of and for the benefit of Metrolinx.

"Third Party Operators" means (a) any third party providing products and/or services in the rail corridors on their own behalf, pursuant to rights granted by Metrolinx, including VIA Rail Canada Limited, Canadian Pacific Railway Company and Canadian National Railway Company; and (b) any third party who otherwise has a right to occupy, access, or use property or facilities on or adjacent to the rail corridors.

"Third Party Work" means work and services conducted or provided by Third Parties.

"Value Added Taxes" means such sum as shall be levied upon amounts payable to the Consultant under this Contract by any Governmental Authority that is computed as a percentage of the amounts payable to the Consultant (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 Consultant.

"Work" means any support, deliverable, work, or service required as part of the Services.

END OF SCHEDULE A



Schedule B – Consultant Personnel

1. Key Personnel

The following Key Personnel roles shall be filled, and they shall perform the following key responsibilities as well as any other responsibilities as requested by Metrolinx, in accordance with the Contract Documents and in accordance with the following requirements in respect of qualifications, experience and minimum years of experience.

1.1 Rate Category: Key Personnel

| Role | Key Responsibilities | Qualifications and Experience | Required Duration |
|--|--|--|-----------------------------------|
| Technical Advisor (TA)Team Manager | Team Lead for the Technical Advisory Services. | Minimum twenty-five (25) years of experience. | Entire Term of the Contract |
| | Responsible for the oversight of the Project and general oversight of all tasks and services outlined Appendix "B" – | Professional Engineer (P.Eng.) or Architect licensed to practice in the Province of Ontario; or be eligible to be licensed at time of award. | |
| | Consultant's Scope of Services Point of Contact for Metrolinx Senior Management. | Demonstrated professional experience in design and construction of multi-disciplinary rail engineering, civil engineering, site servicing, traffic management, lighting and project management. | |
| | | • Previous relevant professional experience in design, feasibility studies, procurement, construction and commissioning of projects of a similar nature and magnitude. | |
| | | Management of capital works projects in excess of \$250M. | |
| | | Demonstrated experience related to infrastructure delivery methods including Design-Bid-Build ("DBB"), Design Build ("DB"), advanced Public Private Partnerships ("P3") or Alternative Finance and Procurement ("AFP") models. | |
| Senior Project | Provide general | Minimum twenty (20) years of | Entire Term |



| Role | Key Responsibilities | Qualifications and Experience | Required Duration |
|--|--|---|-----------------------------------|
| Manager | oversight and implementation for construction activities on all locations. • Provide support as required for the successful delivery of the Project. | experience. Professional Engineer (P.Eng.) or Architect licensed to practice in the Province of Ontario; or be eligible to be licensed at time of award. Demonstrated professional experience in design and construction of multi-disciplinary rail engineering, civil engineering, site servicing, traffic management, lighting and project management. Previous relevant professional experience in design, feasibility studies, procurement, construction and commissioning of projects of a similar nature and magnitude. Management of capital works projects in excess of \$250M. Demonstrated experience related to infrastructure delivery methods including Design-Bid-Build ("DBB"), Design Build ("DB"), advanced Public Private Partnerships ("P3") or Alternative Finance and Procurement ("AFP") models. | of the Contract |
| Geographic Section Lead - Unionville | Provides daily oversight and implementation for construction activities on all locations. Provide support as required for the successful delivery of the Project. | Minimum fifteen (15) years of experience. P.Eng licensed to practice in Province of Ontario with a related discipline, or be eligible to be licensed at time of award; or a Member of the Ontario Association of Architects (OAA). Project Management Professional (PMP) or other project management certification an asset. | Entire Term of the Contract |



| Role | Key Responsibilities | Qualifications and Experience | Required Duration |
|---|---|--|---|
| Geographic Section Lead - Agincourt | Provides daily oversight and implementation for construction activities on all locations. Provide support as | Professional and educational experience in construction project management, design and contract administration. Experience with construction of transit buildings, bridge structures, and rail projects. Experience in different types of procurement methods especially AFP projects or P3 projects. Familiarity with OHSA and EPA standards, and ADA requirements. Minimum fifteen (15) years of experience. P.Eng licensed to practice in Province of Ontario with a related discipline, or be eligible to be licensed at time of the standard of the | Duration Entire Term of the Contract |
| | required for the successful delivery of the Project. | award; or a Member of the Ontario Association of Architects (OAA). Project Management Professional (PMP) or other project management certification an asset. Professional and educational experience in construction project management, design and contract administration. Experience with construction of transit buildings, bridge structures, and rail projects. Experience in different types of procurement methods especially AFP projects or P3 projects. Familiarity with OHSA and EPA standards, and ADA requirements. | |



| Role | Key Responsibilities | Qualifications and Experience | Required Duration |
|---|--|---|-----------------------------------|
| Geographic Section Lead - Milliken | Provides daily oversight and implementation for construction activities on all locations. Provide support as required for the successful delivery of the Project. | Minimum fifteen (15) years of experience. P.Eng licensed to practice in Province of Ontario with a related discipline, or be eligible to be licensed at time of award; or a Member of the Ontario Association of Architects (OAA). Project Management Professional (PMP) or other project management certification an asset. Professional and educational experience in construction project management, design and contract administration. Experience with construction of transit buildings, bridge structures, and rail projects. Experience in different types of procurement methods especially AFP projects or P3 projects. Familiarity with OHSA and EPA standards, and ADA requirements. | Entire Term of the Contract |
| Geographic Section Lead - Steeles Ave Grade Separation | Provides daily oversight and implementation for construction activities on all locations. Provide support as required for the successful delivery of the Project. | Minimum fifteen (15) years of experience. P.Eng licensed to practice in Province of Ontario with a related discipline, or be eligible to be licensed at time of award; or a Member of the Ontario Association of Architects (OAA). Project Management Professional (PMP) or other project management certification an asset. Professional and educational experience in construction project management, design | Entire Term of the Contract |



| Role | Key Responsibilities | Qualifications and Experience | Required Duration |
|---|---|---|---|
| Technical Compliance Manager | • Support ensuring technical, safety and legal compliance during design and construction. | and contract administration. Experience with construction of transit buildings, bridge structures, and rail projects. Experience in different types of procurement methods especially AFP projects or P3 projects. Familiarity with OHSA and EPA standards, and ADA requirements. Minimum fifteen (15) years of experience. Professional Engineer (P.Eng.) licensed to practice in the Province of Ontario; or be eligible to be licensed at time of award. Professional and educational experience in track & rail design, operation and construction project management. Experience with similar projects on tracks and rail construction is an asset. Familiarity with OHSA and EPA standards, and ADA requirements. | Duration Entire Term of the Contract |
| On Site Quality and Compliance Oversight Lead - Unionville | Provides daily oversight and implementation for construction activities on all locations. Provide support as required for the successful delivery of | delivery methods. Minimum fifteen (15) years of experience. Professional Engineer (P.Eng.) or Architect licensed to practice in the Province of Ontario. Demonstrated professional | Entire Term of the Contract |



| Role | Key Responsibilities | Qualifications and Experience | Required Duration |
|--|--|---|--|
| On Site Quality and Compliance Oversight Lead - Agincourt | Provides daily oversight and implementation for construction activities on all locations. Provide support as required for the successful delivery of the Project. | construction of multi-disciplinary rail engineering, civil engineering, site servicing, traffic management, lighting and project management. Previous relevant professional experience in design, feasibility studies, procurement, construction and commissioning of projects of a similar nature and magnitude. Management of capital works projects in excess of \$250M. Demonstrated experience with projects delivered through Alternative Financing and Procurement (AFP) methods, particularly Design Build Finance or equivalent P3 methods. Minimum fifteen (15) years of experience. Professional Engineer (P.Eng.) or Architect licensed to practice in the Province of Ontario. Demonstrated professional experience in design and construction of multi- disciplinary rail engineering, civil engineering, site servicing, traffic management, lighting and project management. Previous relevant professional experience in design, feasibility studies, procurement, construction and commissioning of projects of a similar nature and magnitude. Management of capital works projects in excess of \$250M. | Duration Entire Term of the Contract |



| Role | Key Responsibilities | Qualifications and Experience | Required Duration |
|--|--|---|-----------------------------------|
| | | Demonstrated experience with projects delivered through Alternative Financing and Procurement (AFP) methods, particularly Design Build Finance or equivalent P3 methods. | |
| On Site Quality and Compliance Oversight Lead - Milliken | Provides daily oversight and implementation for construction activities on all locations. Provide support as required for the successful delivery of the Project. | Minimum fifteen (15) Years of experience. Professional Engineer (P.Eng.) or Architect licensed to practice in the Province of Ontario. Demonstrated professional experience in design and construction of multi-disciplinary rail engineering, civil engineering, site servicing, traffic management, lighting and project management. Previous relevant professional experience in design, feasibility studies, procurement, construction and commissioning of projects of a similar nature and magnitude. Management of capital works projects in excess of \$250M. Demonstrated experience with projects delivered through Alternative Financing and Procurement (AFP) methods, particularly Design Build Finance or equivalent P3 methods. | Entire Term of the Contract |
| On Site Quality and Compliance Oversight Lead - Steeles Ave Grade Separation | Provides daily oversight and implementation for construction activities on all locations. Provide support as required for the successful delivery of the Project. | Minimum fifteen (15) years of experience. Professional Engineer (P.Eng.) or Architect licensed to practice in the Province of Ontario. Demonstrated professional experience in design and | Entire Term of the Contract |



| Role | Key Responsibilities | Qualifications and Experience | Required Duration |
|----------------|--|---|-----------------------------------|
| | | construction of multi-disciplinary rail engineering, civil engineering, site servicing, traffic management, lighting and project management. Previous relevant professional experience in design, feasibility studies, procurement, construction and commissioning of projects of a similar nature and magnitude. Management of capital works projects in excess of \$250M. Demonstrated experience with projects delivered through Alternative Financing and Procurement (AFP) methods, particularly Design Build Finance or equivalent P3 methods. | |
| Lead Architect | Provide support as required for the successful delivery of the Project. To provide professional architectural design review comments and recommendation during design and construction stage thereby ensuring the design meets the contract specifications. To develop and maintain effective working relationships with Design consortia ('Project Co'), as well as ensure design meets the Province of Ontario Architectural Design Standards. | Minimum twenty (20) years of experience. Member of the Ontario Association of Architects (OAA). Professional and educational experience in design, evaluation and construction of transit projects including civil engineering, site servicing, storm water management, roadway of similar size, scope and magnitude. Demonstrated experience related to infrastructure delivery methods including Design-Bid-Build ("DBB"), Design Build ("DB"), advanced Public Private Partnerships P3 or Alternative Finance and Procurement AFP models. | Entire Term of the Contract |



| Role | Key Responsibilities | Qualifications and Experience | Required Duration |
|-----------------------------|---|--|-----------------------------------|
| Lead Civil Engineer | Provide support as required for the successful delivery of the Project. To provide engineering review comments and recommendation during design and construction stage thereby ensuring the design meets the contract specifications. Attend all design review and construction meetings as required. To maintain an effective working relationships with Design consortia ('Project Co'). | Minimum twenty (20) years of experience. Professional Engineer (P.Eng.) licensed to practice in the Province of Ontario. Professional and educational experience in the design and site review of construction of transit projects of similar size, scope and magnitude 9including site servicing, storm water management, and roadway. Experience with AFP delivery methods or P3 delivery methods. | Entire Term of the Contract |
| Lead Structural Engineer | Provide support as required for the successful delivery of the Project. To provide engineering review comments and recommendation during design and construction stage thereby ensuring the design meets the contract specifications. Attend all design review and construction meetings as required. To maintain an effective working relationships with | Minimum fifteen (15) years of experience. Professional Engineer (P.Eng.) licensed to practice in the Province of Ontario. Professional and educational experience in the design and site review of construction of transit projects of similar size, scope and magnitude. Experience with concrete structures, tunnels and bridges. Experience with structural steel structures. Experience with AFP delivery methods or P3 delivery methods. | Entire Term of the Contract |



| Role | Key Responsibilities | Qualifications and Experience | Required Duration |
|-----------------------------|---|--|-----------------------------------|
| | Design consortia ('Project Co'). | | |
| Lead Mechanical Engineer | Provide support as required for the successful delivery of the Project. To provide engineering review comments and recommendation during design and construction stage thereby ensuring the design meets the contract specifications. Attend all design review and construction meetings as required. To maintain an effective working relationships with Design consortia | Minimum of fifteen (15) years of experience. Professional Engineer (P.Eng.) licensed to practice in the Province of Ontario. Professional and educational experience in the design, site installation and building operations of transit projects of similar size, scope and magnitude. HVAC system, automation, fire protection and plumbing system design. Experience with AFP delivery methods or P3 delivery methods. | Entire Term of the Contract |
| Lead Electrical Engineer | ('Project Co'). Provide support as required for the successful delivery of the Project. To provide engineering review comments and recommendation during design and construction stage thereby ensuring the design meets the contract specifications. Attend all design review and construction meetings as required. To maintain an effective working relationships with | Minimum fifteen (15) years of experience. Professional Engineer (P.Eng.) licensed to practice in the Province of Ontario. Professional and educational experience in the design and site review of construction of projects of similar size, scope and magnitude. Design of power distribution, fire alarm, emergency power, communications, internal lighting and exterior lighting systems. Experience with AFP delivery methods or P3 delivery methods. | Entire Term of the Contract |



| Role | Key Responsibilities | Qualifications and Experience | Required Duration |
|-------------------------|---|--|-----------------------------------|
| | Design consortia ('Project Co'). | | |
| Lead Rail Engineer | Provide support as required for the successful delivery of the Project. To provide engineering review comments and recommendation for rail tracks during design and construction stage thereby ensuring the design meets the contract specifications. Attend all design review and construction meetings as required. To maintain an effective working relationships with Design consortia ('Project Co'). | Minimum twenty (20) years of experience. Professional Engineer (P.Eng.) licensed to practice in the Province of Ontario. Professional and educational experience in track and rail design, operation and construction project management. Experience with similar projects on tracks and rail construction is an asset. Experience with AFP delivery methods or P3 delivery methods. | Entire Term of the Contract |
| Lead Signal Engineer | Provide support as required for the successful delivery of the Project. To provide engineering review comments and recommendation for signal works during design and construction stage thereby ensuring the design meets the contract specifications. Attend all design review and construction meetings as required. To maintain an | Minimum twenty (20) years of experience. Professional Engineer (P.Eng.) licensed to practice in the Province of Ontario. Professional and educational experience in rail signals design, operations and construction. Experience on similar transit projects is an asset. Experience with AFP delivery methods or P3 delivery methods. | Entire Term of the Contract |



| Role | Key Responsibilities | Qualifications and Experience | Required Duration |
|----------------------------|--|--|-----------------------------------|
| | effective working relationships with Design consortia ('Project Co'). | | |
| Lead Utilities Engineer | Provide support as required for the successful delivery of the particular Project. To provide review comments and recommendation during design and construction stage thereby ensuring the design meets the contract specifications. Attend all design review and construction meetings as required. | Minimum fifteen (15) years of experience. Professional Engineer (P.Eng.) licensed to practice in the Province of Ontario. Experience with large capital infrastructure project of a similar size and scope. Experience with utility related approvals, permits and agreements. Demonstrated experience with projects delivered through Alternative Financing and Procurement (AFP) methods, experience or P3 equivalent methods. Experience liaising and maintaining stakeholder relations with utility companies in Ontario. Knowledge of underground and utilities infrastructure. Direct experience in the relocation of major water and wastewater infrastructure and understand the complexity of the project. | Entire Term of the Contract |
| Landscape Architect | Provide support needed to complete the Project. To provide design review comments and recommendation during design and construction stage. | Minimum ten (10) years of experience. A member of any of the following associations: BLA, OALA, OAA or CSLA. Applicable accreditation for subject matter expertise required. | Entire Term of the Contract |
| LEED & Sustainability | Provide support as required for the successful delivery of | Minimum five (5) years of experience. | Entire Term of the |



| Role | Key Responsibilities | Qualifications and Experience | Required Duration |
|--|--|---|-----------------------------------|
| | the Project. Maintain a record of progress toward stated sustainability goals (for example, maintain a LEED checklist and documentation). | LEED Certified Consultant / Professional Member of the Canada Green Building (CaGBC) Demonstrated experience with building interior and exterior renovations; building additions; electrical and illumination systems. | Contract |
| Testing and Commissioning Project Lead | Provide support as needed on the Project. Support and ensure all systems and components of projects are in accordance to the design. Ensure all project activities at all locations are tested, operated, and maintained according to the operational requirements of the owner. | Minimum fifteen (15) years of experience. Demonstrated experience with projects of a similar size and budget. Transit related experience essential. Experience with AFP delivery methods or P3 delivery methods. | Entire Term of the Contract |

1.2 Rate Category: Other Personnel

The following Other Personnel roles shall be filled, and they shall perform the following key responsibilities as well as any other responsibilities as requested by Metrolinx, in accordance with the Contract Documents and in accordance with the following requirements in respect of qualifications, experience and minimum years of experience.

| Role | Key Responsibilities | Qualifications and Experience | Required Duration |
|-------------------|---|--|-----------------------------------|
| Signage Inspector | Provide support as needed on the Project. | Minimum fifteen (15) Years of experience. A way-finding professional with an accredited design degree program and/or a member of Registered Graphic Design (RGC) of Ontario. Applicable accreditation for subject matter expertise required. | Entire Term of the Contract |



| Role | Key Responsibilities | Qualifications and Experience | Required Duration |
|--|---|---|-----------------------------------|
| | . Drovido cuprost os | Minimum fifteen (15) years of | |
| Track Inspector | Provide support as needed on the Project. Provide support and oversight during construction as it relates to track works. | Minimum fifteen (15) years of experience. Professional Engineer (P.Eng.) licensed to practice in the Province of Ontario. Professional and educational experience in transit construction project especially tracks and rail. All necessary certification would | Entire Term of the Contract |
| Cite A | Provide support as | be an asset. Minimum ten (10) years of | Fatin T |
| Site Activity & Schedule Monitoring Lead | Provide support as needed on the Project. Management and oversight of Scheduling activities and substantial completion progress. | Minimum ten (10) years of experience. Demonstrated experience with projects of a similar size and budget. Transit related experience is essential. Demonstrated experience with Primavera P6, Linear scheduling and ARM and asset. Experience with AFP delivery methods or P3 delivery methods. | Entire Term of the Contract |
| Document Controller | Provide support as needed on the Project. Provide oversight on the management, | Minimum three (3) years of experience. Applicable accreditation for subject matter expertise is required. | Entire Term of the Contract |
| | storage and tracking of construction documents and drawings. | Minimum Three (3) years of experience in construction document controls. | |
| | | • Demonstrated experience in documents management software such as ProjectWise, ACONEX, Sharepoint and CM14 is considered an asset. | |
| | | Demonstrated experience in filing and maintaining records of reports, submittals, videos, | |



| Role | Key Responsibilities | Qualifications and Experience | Required Duration |
|-------------------------------------|--|---|-----------------------------------|
| | | photos and other records generated from site, site visits and monitoring activities. | |
| Environmental Specialist | Provide support as needed on the Project. Provide oversight on all environmental in accordance to the EA requirement. | Minimum ten (10) years of experience. Professional environmentalist, licensed to practice in the Province of Ontario. Experience relevant to the type of work being requested herein. Background in environmental assessment and site characterization. Meet the requirements of Qualified Person per Ontario Regulation (153/04). Experience with AFP delivery methods or P3 delivery methods. | Part Time as Required |
| Transportation/ Traffic Engineer | Provide support as needed on the Project. | Minimum fifteen (15) years of experience. Professional Engineer (P.Eng.) licensed to practice in the Province of Ontario. Professional and educational experience in transportation and traffic management, focusing on transportation demand, traffic assessments, traffic impact studies and impact and solutions development. Experience in capacity analysis; signals analysis and design; intersection design and geometry; traffic microsimulation analysis, and design of pedestrian infrastructure and cycling infrastructure. | Entire Term of the Contract |
| Geotechnical Specialist | Provide support as needed on the Project. | Minimum fifteen (15) years of experience. Demonstrated experience with | Entire Term of the Contract |



| Role | Key Responsibilities | Qualifications and Experience | Required Duration |
|---|--|---|-----------------------------------|
| | Provide oversight support on geotechnical issues during design and construction stage. | projects of a similar size and budget.Experience with AFP delivery methods or P3 methods. | |
| Quality Oversight and Audits Lead | Provide support as needed on the Project. Management and oversight of Liquidated Damages regime. | Minimum fifteen (15) Years of experience. Demonstrated experience with projects of a similar size and budget. Managing and overseeing Liquidated Damages regime in the Quality and Audit lead personnel. Transit related experience is essential. Experience with AFP delivery methods or P3 delivery methods. | Entire Term of the Contract |
| On Site Progress Reporting and Substantial Completion (SC) Lead | Reporting to the Construction Oversight Manager and with a direct line of communication to the Geographic Section Leads, responsible for collecting the relevant data from the geographic oversight teams and preparing coordinated reports with acceptable content and in a form and format acceptable to the program-wide project controls team. Responsible for proactive identification of emerging issues. | Minimum ten (10) years of experience. Five (5) years of minimum experience in AFP or P3 projects. Licensed professional engineer with a current licensed in a relevant discipline preferred or shall obtain within 6 months of contract award. PMP or other project or construction management certification would be an asset. Demonstrated experience in construction program management, project controls and program reporting. Demonstrated experience with similar size, scope and magnitude of relevant type of work to the Services being requested. Demonstrated experience in a program the similar size of the services being requested. | Entire Term of the Contract |



| Municipalities Lead needed Municipalities Lead Project • Liaison on all i to any Stakeh alities. eneeded Health and Safety eneeded Lead Provide • Provide health preventing injuries related the word alities. ensure | Key Responsibilities | Qualifications and Experience | Required Duration |
|---|---|---|-----------------------------------|
| Municipalities Lead needed Municipalities Lead Project • Liaison on all i to any Stakeh alities. Provide Health and Safety • Provide Lead • Provide • Provide health preven injuries related the wo alities • Provide | | collecting and collating multiple data inputs from multiple sources and preparing coordinated reports with acceptable content and in a form and format acceptable to the program-wide project controls team. Demonstrated experience in analyzing data for trends. Demonstrated experience with program software including Primavera P6 and Primavera CM 14. Demonstrated experience with AFP or P3 delivery methods. DBF project delivery and documenting requirements | |
| Municipalities Lead needed Municipalities Lead Project • Liaison on all i to any Stakeh alities. Provide Health and Safety • Provide Lead • Provide • Provide health preven injuries related the wo alities • Provide | | related to substantial completion of an AFP project. | |
| Lead needed Project Provide health preven injuries related the wo ensure | needed on the Project. Liaison and contact on all issues relating to any or all Stakeholders/Municip | Minimum ten (10) years of experience. Graduate level degree or technical diploma related to subject matter expertise a strong asset. Applicable accreditation for subject matter expertise. | Entire Term of the Contract |
| prepar implem • Provide | needed on the Project. Provide oversight on health and safety to prevent accidents, injuries and work- related illnesses in the workplace and ensure that the Health Plan is prepared and implemented. | Minimum ten (10) years of experience. Graduate level degree or technical diploma related to subject matter expertise a strong asset. Applicable accreditation for subject matter expertise. | Entire Term of the Contract |



| Role | Key Responsibilities | Qualifications and Experience | Required Duration |
|-----------------------------|--|--|-----------------------------------|
| | and unsafe situations and developing measures to assure personnel safety. | | |
| Communication Specialist | Provide support as needed on the Project. Support the Communication efforts including community updates, draft communications, review construction methodologies to understand community and customer impacts, and possibly staff the community office. | Minimum five (5) years of experience. Graduate level degree or diploma related to subject matter expertise a strong asset. Applicable accreditation for subject matter expertise required. | Entire Term of the Contract |



2. Format of Curriculum Vitae

- (a) The format and layout of each curriculum vitae provided by the Consultant shall be consistent and shall include:
 - (i) Name of individual;
 - (ii) Proposed position;
 - (iii) Qualifications that relate to the proposed position;
 - (iv) Experience in performing the proposed position, include project names and brief project overviews;
 - (v) Number of years in the proposed position on each project as well as start date and completion date of each project;
 - (vi) Responsibilities on each project while performing the proposed position;
 - (vii) Details of accomplishments while performing the proposed position;
 - (viii) Education;
 - (ix) Professional memberships and affiliations; and
 - (x) References and contact information for projects of a similar complexity, successfully delivered on-time and on-budget while performing in the same capacity. Such references shall relate directly to the experience, responsibilities and details of project accomplishments noted above.



Schedule C – Financial Terms

1. Payment

- (a) Metrolinx will pay the Consultant for the Services performed by the Consultant 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 C Financial Terms.
- (b) The Consultant shall perform all of the Services notwithstanding that the value of the time spent by the Consultant in performance thereof may exceed the maximum amount payable to the Consultant pursuant to Section 3 of this Schedule C Financial Terms.
- (c) Subject to Section 6.1, unless there is a Dispute with respect to the content of an invoice and subject to the other provisions of this Schedule C, Metrolinx shall make payment to the Consultant no later than thirty (30) Business Days following receipt of the invoice for payment from the Consultant, unless otherwise provided or permitted in the Contract. <u>The Consultant shall</u> <u>accept any payments made by Metrolinx by way of Electronic Funds</u> <u>Transfer, and shall, if requested by Metrolinx, provide the account</u> <u>information required to complete an Electronic Funds Transfer.</u>

2. Limitation of Expenditure

- (a) It is understood that the Contract is based on reimbursement for actual Services requested by Metrolinx and performed by the Consultant, to the satisfaction of Metrolinx.
- (b) This is a non-exclusive Contract for the Services. Metrolinx may, at its discretion, establish contracts with one or more consultants to perform similar services, parts of the Services or Tasks. Metrolinx does not guarantee a minimum or maximum of work under this Contract.

3. Estimated Contract Price

- (a) Subject to Sections 9.1, 9.2 and Article 10 Additional Resources of the General Conditions, Metrolinx and the Consultant acknowledge and agree that Estimated Contract Price set out in the Articles of Agreement is the maximum amount payable in respect the provision of the Services; provided, however, that the foregoing is not an entitlement to, nor a guarantee that the Consultant will be paid the full amount of, the Estimated Contract Price.
- (b) The Estimated Contract Price includes all Cash Allowances identified in this Contract.

4. Rates for Services

(a) The Consultant 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 Services 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.

- (b) Metrolinx will reimburse reasonable accommodation and travelling expenses incurred by the Consultant's staff, employed directly in connection with the work under the Contract, for travelling outside of the Greater Toronto Hamilton Area (GTHA) at the request of Metrolinx, where such travel is necessary for the performance of the actual work requested by Metrolinx, and where such travel has been approved in advance in writing by Metrolinx in accordance with Metrolinx's policies and with the Ontario Public Services Travel, Meal and Hospitality Expenses Directive (OPS Directive) issued by the Management Board of Cabinet. Metrolinx assumes no obligation to reimburse expenses for travel that has not been approved in advance. Expenses that exceed the estimate contained in the pre-approved travel authorization are subject to additional approval by Metrolinx. Metrolinx assumes no obligation to reimburse expenses that are not in compliance with the applicable policies stated herein. The Consultant has an obligation to inform themselves of the requirements of such policies, to comply with these requirements, and to seek clarification from Metrolinx as required.
- (c) As part of the Services, the Consultant 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 Consultant in connection thereto shall be included in the Rates set out in the Articles of Agreement.

5. Taxes

- (a) 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 Consultant shall be responsible for remittance of any and all Taxes due and payable in respect of the Services.
- (b) 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 Services, is to be shown separately on all invoices for Services performed by the Consultant. The Consultant shall remit any HST paid or due to Revenue Canada Customs & Excise in accordance with Applicable Laws, and shall, at the request of Metrolinx, provide evidence of payment of same.
- (c) 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 Consultant shall show on each invoice, and in the manner directed by Metrolinx, either the actual Value Added Taxes paid by the Consultant by category or the portion of the Consultant's fees eligible under Applicable Law for the rebate.
- (d) Certain payments to non-resident corporations or individuals may be subject to withholding taxes, under the Income Tax Act. Non-residents can apply in advance to Revenue Canada, Taxation, for a waiver or reduction of the



withholding tax requirement. Unless Metrolinx is provided with a copy of the written information as a result of the waiver application to the Tax Services Office of Canada Customs and Revenue Agency, taxes will be withheld as determined under the Income Tax Act. The Consultant 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.

6. Invoicing and Payment Process

- (a) The Consultant shall submit an invoice for payment for Services completed no less than ten (10) Business Days following the end of the month in respect of which the related Services were rendered. The invoice shall be in form and substance satisfactory to Metrolinx acting reasonably and shall set out with sufficient particularity the Services performed in the previous month and the total time spent by each category of Consultant Personnel multiplied by the applicable Rate. The Consultant shall submit all documentation to substantiate the invoice and any other materials required to be submitted with invoices as specified by Metrolinx, including but not limited to timesheets, receipts, quotations, statutory declarations for liens and WSIB certificates. The Consultant shall promptly provide any further information, or provide access to such information in accordance with section 16 of Schedule "C" to substantiate an invoice upon request by Metrolinx. The Consultant shall not be entitled to payment of the invoice until all required documentation to substantiate an invoice has been provided for Metrolinx's review and approval.
- (b) The aggregate amount invoiced by the Consultant 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 9 of the General Conditions.
- (c) Unless there is a Dispute with respect to the content of an invoice and subject to the other provisions of this Schedule C, Metrolinx shall make payment to the Consultant no later than thirty (30) Business Days following receipt of the invoice for payment from the Consultant, unless otherwise provided or permitted in the Contract.

7. Statutory Holdback

Intentionally Deleted.

8. Withholding of Payment

Notwithstanding any other term in the Contract Documents, Metrolinx shall not be obligated to make payment to the Consultant if at the time such payment was otherwise due:

- (a) there is a Lien or other Encumbrance arising from the performance of the Services, whether valid or not and whether preserved or perfected, in relation to, or otherwise affecting, the Services or the Place of Work; or
- (b) written notice of a Lien arising from the performance of the Services has been given to Metrolinx or an owner, mortgagee or other entity with an interest in the Services or a claim for Lien arising from the performance of the Services and otherwise affects the Services.



9. Substantial Performance

Intentionally deleted.

10. Release of Statutory Holdback Upon Substantial Performance

Intentionally deleted.

11. No Progressive Release of Holdback

Intentionally deleted.

12. Final Payment Certificate

Intentionally deleted.

13. Cost of Changes

- (a) Changes shall be implemented by the Consultant without any additional charge, unless Consultant is able to demonstrate (with supporting documentation) that the Change causes the Consultant to incur additional costs.
- (b) The Consultant 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 Consultant Personnel, those same Rates shall apply with reference to the applicable level of experience and/or expertise.
- (c) With respect to any Changes that (in whole or in part) require the services of a third party, Metrolinx (at its sole discretion) shall have the right to require the Consultant to provide three (3) quotes to Metrolinx in respect of such third party services, in accordance with Section 14 of this Schedule C – Financial Terms.
- (d) 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 Consultant shall provide same to Metrolinx within five (5) Business Days of the request therefor.

14. Expenditure of Cash Allowance

- (a) Where the expenditure of a Cash Allowance has been approved by Metrolinx, the value of completed or delivered Cash Allowance Items may be claimed as part of the Consultant's monthly application for payment, in accordance with Section 6 of this Schedule C – Financial Terms. Cash Allowance expenditures must not exceed the Estimated Contract Price.
- (b) The Consultant is not entitled to any extra payment on account of a specified Cash Allowance Item and is not entitled to any unexpended Cash Allowance amounts.
- (c) A Cash Allowance is in no way a guarantee of monies and shall only be expended for the portion of the Cash Allowance Items specified in the Articles



of Agreement and authorized by Metrolinx pursuant to Section 9.4 of the General Conditions.

- (i) The Cash Allowance shall cover the net cost of performing all Cash Allowance Items, excluding Consultant's overhead and profit which shall be included in the Rates, exclusive of the Cash Allowance. Should the cost of performing the Cash Allowance Items be less than the identified amount of the Cash Allowance, the Consultant shall only be compensated for the actual cost of performing the Services.
- (ii) In the event that the Consultant reasonably anticipates that the cost of performing the Services under the Cash Allowance will exceed the amount of the Cash Allowance, the Consultant shall immediately notify Metrolinx and the matter shall be addressed pursuant to the change management process set out in Article 9 of the General Conditions. The Consultant shall not be compensated for any amount exceeding the Cash Allowance unless and until same has been authorized in writing in accordance with Article 9 of the General Conditions.
- (iii) All expenditures by the Consultant under the Cash Allowance must be substantiated with appropriate documentation clearly documenting the amount of the expenditure and the goods and/or services to which it relates. The Consultant shall only be compensated for expenditures under the Cash Allowance that are substantiated.

15. Quotations - Changes and Cash Allowance Items

- (a) With respect to any Changes or Cash Allowance Items (or any part thereof), the Consultant shall, upon request by Metrolinx (at its sole discretion), submit up to three (3) quotes detailing the estimated cost of the applicable Change or Cash Allowance Item (each a "Quotation"). Where Metrolinx has not provided the names of third parties from which quotations should be obtained, the Consultant shall have the right to choose which third parties shall provide quotations. Subject to any instruction to the contrary issued by Metrolinx pursuant to Section 9.5 of the General Conditions, where a Cash Allowance Item includes work that the Consultant proposes would be most efficiently performed by the Consultant's own workforces, the Consultant shall include as one of the three (3) quotes the price proposal for having its own workforce perform the work.
 - (i) Any and all costs incurred by the Consultant for providing a Quotation or obtaining quotations from third parties, shall be borne by the Consultant.
 - (ii) All Quotations shall be prepared on the Consultant's letterhead and in a format agreed to by Metrolinx and the Consultant. The Quotation shall at a minimum contain the following information:
 - a. a description of the work required by the Services;
 - b. Curriculum Vitae for each required position and two (2) references for each individual;
 - c. estimated hours of work for each identified key role;



- d. any requirement for additional positions other than those listed in Schedule B of Appendix "A";
- e. required Subconsultants; and specialized service providers;
- f. any requirements for testing and/or reporting;
- g. detailed breakdown of costs;
- h. detailed work schedule which complies with completion date provided by Metrolinx (as required by Metrolinx); and
- i. any other requirements/instructions.
- (iii) The Consultant shall, upon request, disclose to Metrolinx the originals of all bids, quotations and other price related information received from suppliers or Subconsultants.
- (iv) Metrolinx reserves the right to accept or reject a Quotation, in whole or in part.

16. Metrolinx Property

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

17. Records and Audit

- (a) The Consultant agrees to keep and maintain full and complete records and accounts of all costs in accordance with Metrolinx' requirements. All such records, including timesheets, correspondence, receipts and memoranda pertaining to the Services shall be available for inspection by any authorized employee or agent of Metrolinx at all reasonable times for the purpose of auditing the Consultant' reasonable costs and the Consultant shall provide every reasonable assistance for that purpose including, but not limited to, making the records available for inspection at the Consultant's office during normal business hours and acting reasonable to observations made by Metrolinx or its auditors. The results of the audit will be maintained as confidential to be used for the purposes of and as contemplated by this Contract or as otherwise required by Applicable Laws. Such records shall be kept for a period of seven (7) years after termination of this Contract.
- (b) During the Term and for a period of seven (7) years thereafter, Metrolinx or any other Person acting on behalf of Metrolinx, shall have the right, upon no less than 24 hours' notice in writing during the Term, and on no less than five (5) Business Days' notice in writing during the seven (7) year period following the Term, to the Consultant and during normal office hours, to inspect and audit, and to have access to, all relevant premises, sites, books, records, payrolls, accounts and documentation of the Consultant relating to this Contract, and to take extracts therefrom. The Consultant shall make available or cause to be made available such reasonable information and material as may be required and shall otherwise reasonably cooperate with Metrolinx and any other Person acting on Metrolinx' behalf. Without limiting the generality of the foregoing, the rights set out in this Section shall extend to any



Governmental Authority exercising its right to audit pursuant to Applicable Law or any contract with Metrolinx.

END OF SCHEDULE C



Schedule D – Insurance

1. During the term of the Contract, the Consultant shall, at its own expense, obtain and maintain for the entire Term minimum insurance coverage as follows:

1.1 Commercial General Liability

The policy shall provide a policy limit of not less than \$10,000,000 per occurrence and in the annual aggregate, for all claims arising out of bodily injury (including death), personal injury, damage to property of others. Such policy shall contain no exclusions in conflict with the work required to be performed under the Contract. The Consultant 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 Consultant Policies hereof as "Additional Insured". The policy shall contain a waiver of subrogation, cross liability and severability of interest.

1.2 Automobile Liability Insurance

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 Service. Coverage shall consist of a combined single limit of not less than \$5,000,000 per occurrence.

1.3 Professional Liability (Errors and Omissions) Insurance

The policy shall provide coverage for professional services rendered by the Consultant or its Subconsultants of any tier, and/or any engineers/architects/surveyors and any of their servants or employees including personnel on loan to the Consultant or its Subconsultants of any tier and personnel who perform services of the Consultant under this Contract. The policy shall have a limit of liability of not less than \$5,000,000 per occurrence and in the policy aggregate. The policy shall be maintained at all times during the term of this Contract plus coverage for an extended reporting period of not less than twenty-four (24) months. Such policy shall be primary in the absence of any project specific professional liability policy Metrolinx may place specifically covering any one construction contract of the Services required to be performed under the Contract.

1.4 Contractor's Equipment (if applicable)

The policy shall provide coverage for construction machinery and equipment used by the Consultant for the performance of the Services, including boiler insurance on temporary boilers and pressure vessels. The policy shall be in a form acceptable to Metrolinx and shall not allow subrogation claims by the insurer against Metrolinx.

Subject to satisfactory proof of financial capability by the Consultant for self-insurance, Metrolinx agrees to waive the equipment insurance requirement. In so doing, the Consultant waives all right of claim against Metrolinx in respect to loss or damage to such equipment as if it was otherwise insured and subject to a Waiver of Subrogation rights from the insurer.

The policies shall endeavour to provide Metrolinx with not less than thirty (30) days written notice prior to the cancellation, non-renewal or replacement of any of the aforementioned insurance.



2. Intentionally deleted.:

2.1 Wrap-Up Liability Project Specific (Owner Provided)

Intentionally deleted.

2.2 Professional Liability Project Specific (Errors & Omissions) Insurance (Owner Provided)

Intentionally deleted.

2.3 Pollution Liability Project Specific (Owner Provided)

Intentionally deleted.

3.0 Additional Coverage

(a) Without prejudice to any other provisions of this Contract, the Consultant shall, at all relevant times and at its own expense, obtain and maintain, or cause to be obtained and maintained those insurances that are reasonable for their performance of the type and Scope of Services required by this Contract and which they are required to obtain and maintain, or cause to be obtained or maintained, by Applicable Law.

4.0 **Requirements for Insurance**

- (a) All of Consultant's policies of insurance, as required under this Contract (the "**Consultant Policies**"), shall be taken out with insurance companies licensed to transact business in the Province of Ontario with an AM Best rating of no less than A.
- (b) Any deductible or self-insured retention amounts under all Metrolinx policies are the responsibility of the Consultant only if the Consultant is liable for the incident causing a claim.
- (c) Unless otherwise stated, all Consultant Policies shall be kept in full force and effect during the Term, including any requirements for the period following Contract Closeout.
- (d) In the event that the Consultant fails to obtain and/or maintain in full force and effect any such insurance as aforementioned, then Metrolinx shall have the right as the Consultant's true and lawful attorney to do all things necessary for this purpose. The Consultant shall be responsible, and shall reimburse Metrolinx, all amounts paid by Metrolinx for insurance premiums and any and all costs incurred by Metrolinx in connection with this Contract. Without limitation, any premiums due on any insurance policy under this Schedule D Insurance, but not paid by the Consultant 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 Consultant by Metrolinx either under this Contract or otherwise.
- (e) All Consultant Policies shall be endorsed to provide Metrolinx with not less than thirty (30) days' advance written notice of cancellation.



(f) Irrespective of the insurance requirements above, the insolvency, bankruptcy, or failure of any such insurance company providing insurance for the Consultant, or the failure of any such insurance company to pay claims that occur will not be held to waive any of the provisions hereof.

5.0 **Proof of Insurance**

- (a) The Consultant shall, prior to the commencement of the Services and thereafter upon request, provide to Metrolinx original signed certificates of insurance for the Consultant Policies, confirming that the required coverage has been placed and maintained. In addition, at least fifteen (15) days prior to the expiry date of any policy, the Consultant shall provide original signed certificates evidencing renewals or replacements of such policy to Metrolinx, without notice or request by Metrolinx.
- (b) The Consultant shall, upon request, provide evidence to Metrolinx that the premiums associated with the Consultant 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 Consultant.
- (c) The Consultant also agrees to provide Metrolinx with proof of errors and omissions insurance maintained by any Subconsultant, where such Subconsultant 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 Consultant and to be in a form and with an insurer acceptable to Metrolinx.
- (d) Within ten calendar days after the notification of award and prior to the commencement of work at the work site, and upon the placement, renewal, amendment, or extension of all or any part of the insurance, the Consultant shall provide Metrolinx evidence of insurance as set out above in a form of a certificate of insurance certified by an authorized representative of the insurer together with copies of any amending endorsements. All Certificates of Insurance shall also include the Contract name and number.
- (e) If the Consultant fails to provide or maintain insurance as required by the Contract Documents, then Metrolinx shall have the right to provide and maintain such insurance and give evidence to the Consultant. The Consultant shall pay the cost thereof to Metrolinx on demand or Metrolinx may deduct the amount which is due or may become due to Consultant.
- (f) All required insurance policies shall be placed with insurers licensed to underwrite insurance in the jurisdiction of the place of the Work and be endorsed to provide Metrolinx with not less than thirty (30) days notice in writing in advance of any cancellation or change restricting coverage.

(g) **Intentionally deleted.**

(h) Consultant shall, cooperate with all insurance companies and insurance consultants, for underwriting and claims handling process or as a term of the policies comply with any reporting requirements in order to maintain the policies in good standing, to give notice in writing and all reasonable particulars of any incidents which may result in a claim or loss covered by the policies and to



provide the necessary documentation necessary in the defence or settlement of claims. The Consultant shall also cooperate with Metrolinx's insurers in their underwriting and/or claims investigation process.

6. Consultant's Liability Preserved

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

7. Workplace Safety & Insurance Board Protection

- (i) With respect to the WSIB coverage as required under the *Workplace Safety and Insurance Act* (Ontario), the Consultant unconditionally guarantees to Metrolinx full compliance with the conditions, regulations and laws relating to workplace safety insurance by itself and by all Subconsultants.
- (j) Without restricting the indemnity obligations of the Consultant in Article 13 of the General Conditions, the Consultant shall produce, at the commencement of this Contract, and with every invoice for payment, and from time to time as may be required by Metrolinx and prior to issuance of the Final Payment Certificate, a valid Workplace Safety and Insurance Clearance Certificate, issued by the WSIB, for the premium rate class, subclass or group appropriate to the Services.

END OF SCHEDULE D



Schedule E – Dispute Resolution

1. Bona fide efforts to resolve

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 E – Dispute Resolution.

2. Continuance of the Services During Dispute

Unless expressly directed otherwise by Metrolinx, the Consultant shall not stop or delay the performance of the Services, in whole or in part, on account of a Dispute between the Consultant and Metrolinx or between the Consultant and any other Person. Without limiting the generality of the foregoing, at all times during the course of a Dispute, the Consultant shall:

- (a) continue with the Services 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.

The Parties acknowledge and agree that the Consultant's compliance with this Section 2 shall not operate to waive any claim or contention that the Consultant may have in relation to any Dispute.

3. Tiered-Dispute Resolution

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. Negotiation

- (a) In the event a Party issues a Dispute Notice to the other Party, the Vice President, GO Capital Infrastructure at Metrolinx (or the person performing an equivalent function) and an authorized representative of the Consultant, of equivalent seniority and duly appointed to represent the Consultant in this regard, shall meet and make a good faith effort, on a without prejudice basis, to resolve the Dispute as set out in the Dispute Notice in a prompt manner and, for the purpose of same, each Party shall 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.
- (b) Negotiations under this Section 4 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. Mediation

- (a) If a Dispute has not been resolved through high-level negotiation as contemplated in Section 4, either Party may refer the Dispute to be resolved through mediation.
- (b) 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.
- (c) 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.
- (d) 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.
- (e) Unless the Parties otherwise agree, the mediation shall proceed in accordance with the following procedures:
 - (i) 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.
 - (ii) 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.
 - (iii) A Party may be represented at the mediation by counsel or another representative at the sole cost of such Party.
 - (iv) 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.
 - (v) In all respects, the mediation is deemed to be a "without prejudice" proceeding.
- (f) The costs of the mediator shall be apportioned equally between the Parties unless otherwise agreed under any settlement reached under this Section 5.
- (g) 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.
- (h) Both Parties acknowledge and agree that they may not refer a Dispute for resolution by arbitration under Section 6 prior to attempting to resolve such Dispute through mediation pursuant to this Section 5.



6. Arbitration

- (a) 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.
- (b) 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. 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.
- (c) 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.
- (d) The arbitration shall be conducted in accordance with the provisions of the *Arbitration Act, 1991*, S.O. 1991, c. 17, except to the extent they are modified by the express provisions of this Schedule E Dispute Resolution or unless the Parties otherwise agree.
- (e) 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.
- (f) The arbitrator(s) has the jurisdiction to deal with all matters relating to a Dispute.
- (g) Unless otherwise agreed, the arbitration shall be conducted in the City of Toronto, Province of Ontario at the location determined from time to time by the arbitrators, but the arbitrators may meet in any other place the arbitrators considers necessary for consultation, to hear witnesses, experts or other parties, or for the inspection of documents, goods or other property.
- (h) 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.
- (i) The language of the arbitration shall be English.
- (j) 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, 1991* (Ontario).



(k) 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*, 1991 (Ontario) and the *Courts of Justice Act* (Ontario).

END OF SCHEDULE E



Appendix "B" – Consultant's Scope of Services

List of Contents

The following documents hereby form part of and are appended to this Request Document as the Appendix "B'' – Consultant's Scope of Services

| ITEM NO. | TITLE |
|----------|--|
| 1. | Abbreviations |
| 2. | Definitions |
| 3. | Background and Project Overview |
| 4. | Overview of Scope of Services |
| 5. | Detailed Scope of Services |
| 5.1 | Design and Construction Submission Review |
| 5.2 | Compliance and Quality Oversight, Audits and Testing |
| 5.3 | Site Activity and Schedule Monitoring |
| 5.4 | Variations to Project Agreement |
| 5.5 | Commissioning and Testing |
| 5.6 | Permits and Approvals |
| 5.7 | Environmental Monitoring and Auditing |
| 5.8 | Document Control |
| 5.9 | Meetings |
| 5.10 | Lessons Learned Documentation |
| 5.11 | Close Out Documentation |
| 5.12 | Project Site Office |
| 5.13 | Health and Safety |



1. ABBREVIATIONS

- **AFP** Alternative Financing and Procurement
- **CCTV** Closed Circuit Television
- **CET** Certified Engineering Technologist
- CITY City of Toronto
- COR Canadian Federation of Construction Safety Associations' Certificate of Recognition
- CP The Canadian Pacific Railway Company
- DBF Design, Build, and Finance
- **FS** Fare Systems
- GTHA Greater Toronto and Hamilton Area
- HMQ Her Majesty the Queen in the Right of Ontario
- **MOL** Ontario Ministry of Labour
- **MTO** Ontario Ministry of Transportation
- NCR Non-conformance Report
- IAC Intrusion Access Control
- IO Infrastructure Ontario
- **ISO** International Organization for Standardization
- **ITP** Inspection and Test Procedures
- OHSA Occupational Health and Safety Act, 1990
- **OCS** Overhead Catenary System
- **PA** means the Stouffville Stations AFP Project Agreement.
- PMP Project Management Professional certification
- **PPUDO** Passenger Pickup and Dropoff
- **PSOS** Project Specific Output Specifications
- QMS Quality Management System
- QVE Quality Verification Engineer
- RTP Regional Transportation Plan
- **S&TCS** Signal and Train Control System



SC Working Groups – Substantial Completion Working Groups

- TA Technical Advisor
- **TPSS** Traction power Substation
- TTC Toronto Transit Commission
- WHMIS- Workplace Hazardous Materials Information System

2. **DEFINITIONS**

Unless otherwise defined herein, capitalized terms in this Appendix "B" – Consultant Scope of Services shall have the meanings given to them in Schedule A – Definitions of Appendix "A" – General Conditions.

"Final Completion" means the completion of the Works in accordance with the PA, including completion of all Minor Deficiencies, other than any minor work that is seasonal in nature and cannot be completed by the Final Completion Date.

"Independent Certifier" – the person appointed as the Independent Certifier pursuant to the Independent Certifier Agreement and as may be permitted pursuant to the Project Agreement.

"Inspection and Test Plan" – has the meaning given in PA Schedule 11 - Quality Management.

"Minor Deficiencies" means any defects, deficiencies and items of outstanding work (including in relation to seasonal work) arising from or related to the work required to achieve Substantial Completion.

"Project Agreement" or (PA) – the contract document governing the rights and obligations between Metrolinx, the cosponsor and the Project Company to design, build and finance the Project.

"**Project Company**" or "**Project Co**" – is the consortium delivering the DBF portion of the Project.

"Technical Advisor" or (TA) – means the firm that will provide the required technical advisory services and other deliverables in implementing the delivery of the Scope of Services in Appendix "B".



3. BACKGROUND AND PROJECT OVERVIEW

- a) Metrolinx, an agency of the Province of Ontario, was established through legislation in 2006 as the regional transportation authority for the Greater Toronto and Hamilton Area ("GTHA"). Metrolinx owns and operates transit services including GO Transit (a regional public transit service) and UP Express (a service linking downtown Toronto to Pearson International Airport, starting in 2015), as well as a farecard service, PRESTO (in use in the GTHA and Ottawa, Ontario).
- b) Metrolinx's Regional Express Rail (RER) Program, which was announced in 2014 by the Province, is intended to transform the GTHA over the next decade by introducing new and additional service on five of the seven GO Transit rail corridors. The Stouffville Corridor Expansion Environmental Assessment (EA) was approved in 2014 which identified needs to accommodate a second track along with other offsite and station improvements to support the Stouffville rail corridor RER Program. The Steeles Avenue East Grade Separation Environmental Assessment was completed by the City of Toronto earlier this year and was approved in July 2017.
- c) In August 2015, work began on building a second track on a five-kilometre section of the Stouffville Corridor from Kennedy Road to Marilyn Avenue. This is the first part of a multi-year project that will expand and improve 17 kilometres of corridor from Scarborough Junction to Unionville GO Station. Once complete, this expansion will enable more train trips and the eventual introduction RER service.
- d) Metrolinx is procuring the design, construction and financing of infrastructure improvements to Agincourt Station, Milliken Station, Unionville Station, and the Steeles Avenue Grade Separation along the Stouffville Rail Corridor in order to accommodate the anticipated Regional Express Rail (RER) services.
- e) Metrolinx requires a Technical Advisor to provide commercial advice and is responsible for overall program reporting and program document controls. The Services required under this agreement shall be required on the Stouffville Stations Improvement and Steeles Avenue Grade Separation Project.
- f) The Stouffville Corridor runs on the Uxbridge subdivision which is entirely owned by Metrolinx. The Lakeshore East Corridor shares a section of the Stouffville Corridor (part of the GO Kingston Subdivision). The RER Stouffville service will run between Union Station and terminal station, Lincolnville in Stouffville.
- g) The Stouffville RER Program will deliver the necessary corridor infrastructure to provide residents with:
 - (i) Two-way, all-day 15 minute service or better on weekdays, evenings and weekends for the Stouffville line between Unionville Station and Union Station
 - (ii) Two-way 60-minute service or better during midday, evenings and weekends between Mount Joy Station and Unionville Station.
 - (iii) Peak period, peak direction service on weekdays every 20 minutes between Lincolnville Station and Union Station.
 - (iv) Electrified service on Stouffville line between Lincolnville and Union Station.
- h) The Stouffville Stations Improvement and Steeles Avenue Grade Separation project scope is as follows:
 - (i) Design and construct infrastructure upgrades required at Agincourt, Milliken and Unionville Stations and Grade Separation at Steeles Avenue in the City of



Toronto, along the Stouffville Corridor to accommodate the planned RER services which include, but are not limited to, station rehabilitation, new platforms, snowmelt system, tunnels, elevators, canopies, lighting, CCTV, PA, Fare systems, parking lot upgrades, landscaping, fencing, signage and branding.

- (ii) A grade separation on Steeles Avenue East between Kennedy Road and Midland Avenue including, but not limited to, widening Steeles Avenue East, accommodating pedestrian, cycling and multi-use facilities and facilitating infrastructure improvements of GO Transit rail facilities related to the Regional Express Rail Program and all other improvements and works ancillary thereto.
- i) The Project will be delivered in cooperation with Infrastructure Ontario (IO) via IO's Alternative Financing and Procurement (AFP) methodology. The successful AFP bidder will form the Project Company ("Project Co") that will be responsible to design, build, and finance the Stouffville Stations Improvement and Steeles Avenue Grade Separation Project.
- J) In early 2016, Metrolinx, in collaboration with IO, commenced procurement for the for a Project Co for Stouffville Stations Improvement and Steeles Avenue Grade Separation Project by issuing a request for qualifications. Three respondents were selected and invited to submit proposals. The timeline of activities related to this procurement is as follows:
 - (i) RFQ issued July 2016;
 - (ii) Proposals were received from five bidders in August 2016;
 - (iii) Proposal evaluation completed August 2016;
 - (iv) RFP issue September 2016;
 - (v) RFP closed September 2017;
 - (vi) First Negotiations Proponent named in November 2017;
 - (vii) Financial Close Date is March 7, 2018. Upon execution of the Project Agreement the Project Co will commence their work on the Stouffville Stations Improvement and Steeles Avenue Grade Separation Project;
 - (viii) Work is expected to reach Substantial Completion in December 2020; and
 - (ix) Final Completion is currently expected to occur in 2021 after Substantial Completion and once agreed Minor Deficiencies and other works not completed at Substantial Completion are finished.
- k) Project Co will be working on an expedited schedule to achieve Substantial Completion, and may employ scenarios including, but not limited to:
 - (i) working simultaneously at multiple stations as part of the Stouffville Stations Improvement and Steeles Avenue Grade Separation Project;
 - working similar concurrent activities at different locations as part of the Stouffville Stations Improvement and Steeles Avenue Grade Separation Project;



- (iii) working multiple shifts;
- (iv) working outside regular business hours; and
- (v) working on weekends.
- The Services required on the Stouffville Stations Improvement and Steeles Avenue Grade Separation Project under this agreement will be expected to commence on or around Financial Close, and end at Final Completion.

4. OVERVIEW OF SCOPE OF SERVICES

- a) Metrolinx requires a Technical Advisor ("TA") to provide, direct, and coordinate a broad range of engineering and technical services and deliverables to support Metrolinx in the delivery, oversight, and completion of the Stouffville Stations Improvement and Steeles Avenue Grade Separation Project.
- b) The TA will lead the design, construction and implementation phase and provide technical compliance oversight and an associated advisory role. Within these key areas of responsibility, the TA will lead in the identification, analysis, coordination, and implementation of the engineering and technical tasks for the Project.
- c) The TA will assume several key responsibilities for Metrolinx in project implementation of the Project. In order to meet Metrolinx ownership objectives and maintain appropriate accountability, the TA will be contracted by report to Metrolinx.
- d) The TA shall report to Metrolinx via the Director and will provide support to the project teams.
- e) The TA will provide support complementary to the Project in the Implementation/ Construction phase.
- f) The TA will be responsible for functional services that are applicable and may contribute to all phases of the Project. Specific deliverables subject to Metrolinx request are also required as part of the TA work. This overall scope of work is described in brief below and in greater detail under the "Detailed Scope of Services" section. Consultant's responsibilities and proposed workforce work plans shall align with the scope of services detailed herein.
- g) The TA will provide support complementary to the Project across the various phases of project development. In all phases, the TA will prepare and arrange briefing/informational/training sessions and associated materials as required to coordinate work prior to key stages or key deliverables.
- h) As requested by Metrolinx, the TA will oversee the implementation of scopes of work associated to the delivery of pre-construction and construction activities of the Project that are authorized by Metrolinx. The TA will support Metrolinx at meetings with selected thirdparty meetings with private, municipal, regional, provincial, and federal organizations, as required. The TA shall assist Metrolinx and participate, on demand, in dispute resolution sessions involving Metrolinx, the Independent Certifier and Project Co; perform occasional audits at plants or prefabrication sites as may be required or directed by Metrolinx; and provide other technical advice on demand.



- i) The TA will ensure that the Project Agreement requirements are satisfied and that they are confident in the system's full operating capability and reliability prior to fare-revenue operation.
- j) In addition, the TA will develop a detailed checklist for each location that can be used to effectively transition the Project from the Implementation/Construction Phase to the Operations Phase.
- k) The TA will act as the primary source of sound professional engineering and technical judgement on all Project related matters. The TA teams will provide a broad range of high quality and reliable engineering and technical expertise in a proactive manner, through advice, and direct leadership with the Metrolinx staff, on the management of issues and considerations that are likely to influence definition and achievement of the Project scopes, original/initial vision and objectives as described in EA documents, Project Agreement and further developed through the Project implementation phase.
- I) The TA will review any variation, change, addition, deletion, substitution, omission to the Project scope, which will increase or decrease costs of completing the Project or will cause any delay in completing the Project or affect compliance and or conformance with any of the technical requirements of the project specific output specifications ("PSOS") or Project Agreement and provide recommendations to Metrolinx.
- m) The TA will work with Metrolinx to ensure that commitments and conditions from the Class Environmental Assessment process are being adhered to.
- n) The TA will lead, coordinate and plan design reviews, construction reviews, warranty period reviews and operational reviews and liaise with the Project Co, as anticipated by the Project Agreement.
- The TA will report to Metrolinx as and when issues arise on any non-compliance or non-conformance with the terms and conditions of the Project Agreement: assess the materiality and risks of any apparent non-compliance, non-conformance with the Project Agreement; recommend appropriate corrective actions; and discuss resolutions with Metrolinx.
- p) The TA will develop a risk management system and risk register in order to identify, assess and provide mitigation strategies with regards to any risks throughout the implementation phase of the Project. The TA shall organize and chair monthly Risk Committee Meetings to review and update the risk register with the Sponsors.
- q) The TA will develop an issues management system and issues register in order to identify, assess and provide mitigation strategies with regards to any issues throughout the implementation phase of the Project. The TA shall organize and chair a monthly meeting to review and update the issues register with Metrolinx.
- r) The TA will perform preliminary technical and financial/commercial assessment/analysis, as required, in relation to potential and actual claims.
- s) The TA will review and assess all reporting documentation developed by Project Co and raise issues to Metrolinx.
- t) The TA will review and assess all investigative, geotechnical, environmental, topographical, hydrogeological, storm water management, traffic and site assessment reports and determine if sufficient information supports design and construction purposes.



- u) The TA will monitor design and construction progress, from quality, environmental and schedule perspectives. Provide regular progress reporting and reviews.
- v) The TA will prepare non-conformance reports for Metrolinx upon witnessing any nonconformance with the Project Agreement.
- w) The TA will review and comment on meeting minutes prepared by Project Co at working group, design or other project meetings. Prepare minutes for meetings as required.
- x) The TA shall provide a team that is familiar, knowledgeable and experienced in all aspects of the design and construction of transit station improvements in active station facilities, grade separations and under an AFP contract.
- y) The TA shall provide specialized techniques and methods applicable to construction of underground and at grade transit infrastructure, and provide expertise and advice to Metrolinx regarding design review and on-site monitoring of construction, including:
 - (i) Project Co's progress against Work Schedule;
 - (ii) Project Co's acceptance of Lands that are supplied by Metrolinx and as defined and described in the PA;
 - Project Co's discovery of site conditions that may differ from those represented by studies conducted by Metrolinx such as: unknown utilities, contamination, geological conditions, historical and/or heritage features, archaeology, species-at-risk, defects in existing third party infrastructure, and geotechnical;
 - (iv) Project Co's delivery of commitments to Stakeholders as defined and described in the PA;
 - Project Co's delivery of any Variations associated with the work as defined and described in the PA;
 - (vi) Project Co's delivery of on-site inspection and testing plans;
 - (vii) Project Co's resolution of on-site non-conformances ("NCR"s) identified by Project Co or the Consultant;
 - (viii) Review Project Co's design submissions in the time specified Project Co's contract;
 - (ix) Project Co's site safety and security;
 - (x) Project Co's traffic and disruption management;
 - (xi) Project Co's restrictions on businesses/properties adjacent to or in the vicinity of the site;
 - (xii) Project Co's use of sub-contractors;
 - (xiii) Project Co's dispute resolution procedure;
 - (xiv) Project Co's construction period payments;



- (xv) Project Co's completion of testing and commissioning; and
- (xvi) As part of the on-site construction monitoring and oversight assignment the TA shall also be required to provide Metrolinx with written opinions regarding the overall compliance of the site-related work with the PA. The opinions shall be supported by sufficient evidence as may be required to allow Metrolinx and Infrastructure Ontario to present the Independent Certifier with a clear and defensible opinion of whether the Project Co has met their obligations as it applies to Project's requests for (A) Variations from time-to-time, (B) monthly Construction Period Payments, and (C) Substantial Completion Payment as defined and described in the PA.

5. DETAILED SCOPE OF SERVICES

- a) The TA's roles under this Contract can be divided into the following categories, including but not limited to:
 - 1. Design and Construction Submission Review (refer to Section 5.1 for more details);
 - 2. Compliance and Quality Oversight, Audits and Testing (refer to Section 5.2 for more details);
 - 3. Site Activity and Schedule Monitoring (refer to Section 5.3 for more details);
 - 4. Variations to Project Agreement (refer to Section 5.4 for more details);
 - 5. Testing and Commissioning (refer to Section 5.5 for more details);
 - 6. Permits and Approvals (refer to Section 5.6 for more details);
 - 7. Environmental Monitoring and Auditing (refer to Section 5.7 for more details);
 - 8. Document Control (refer to Section 5.8 for more details);
 - 9. Meetings (refer to Section 5.9 for more details);
 - 10. Lessons Learned Documentation (refer to Section 5.10 for more details);
 - 11. Close Out Documentation (refer to Section 5.11 for more details);
 - 12. Project Site Office (refer to Section 5.12 for more details); and
 - 13. Health and Safety (refer to Section 5.13 for more details).
- b) The TA is to work cooperatively and collegially with Project Co, and provide Metrolinx with certifications, qualified and experienced observations, proactive identification of risks, information and opinions to confirm that Project Co completes all requirements of the project in accordance with the Project Agreement (PA) stipulations, and to allow Metrolinx to discharge Metrolinx's obligations under the PA.
- c) The TA shall be the primary source of sound professional engineering judgment, as well as of fact and direct observation for on-site activity and shall be expected to use sound professional engineering judgment for on-site activity related monitoring, analysis and reporting. The TA shall cooperate and collaborate with the Metrolinx and provide Metrolinx



with timely and relevant information as may be needed to complete their respective duties.

- d) Project Co will be working on an aggressive implementation schedule and may be working concurrently at multiple locations along the Stouffville Stations Improvement and Steeles Avenue Grade Separation Project, and may be working multiple shifts during regular working hours, overnight and on weekends. The TA shall take a proactive approach to providing sufficient resources, with resource utilization changing to suit project needs, and taking Project Co's schedule of work into account when determining the resources required to fulfill the Services described in this Appendix "B" Consultant Scope of Services.
- e) The TA shall act in accordance with, Metrolinx's program-wide processes, policies, procedures, including AFP procedures, as well as the software tools and systems employed on the project, such as: Primavera CM14, Primavera P6, Aconex and ProjectWise.
- f) The TA may be required to cooperate with other Stakeholders including, but not limited to, the Independent Certifier, TTC, City of Toronto, City of Markham, Region of York, utility companies, local business improvement areas and CN.
- g) Information to be shared with any Stakeholder shall be in accordance with Metrolinx established communications protocols and document and information controls policies and procedures.
- h) The construction monitoring services primarily comprises the observing, gathering, reporting and tracking of fact and direct observation related to on-site activities. The TA is also expected to take a proactive approach to the following:
 - (i) on-site quality and compliance monitoring;
 - (ii) identifying and monitoring of risk related to on-site activities;
 - (iii) tracking schedule and progress as it applies to work on site; and
 - (iv) technical input, strategy formulation and guidance during construction and commissioning stages, including participation as a key member of the AFP contract management team to ensure a physically complete, operationally effective and contractually compliant Project with respect to the provisions of the Project Agreement.
- i) The TA shall attend such meetings with the Metrolinx Representative and with Project Co, as well as with third parties and Stakeholders, as may be required to ensure close coordination with Project Co activities.
- j) The TA shall attend Project Co's premises, and their suppliers'/subcontractors' premises as required to complete the TA's obligations under this Contract.
- k) The TA shall ensure that they are familiar with Project Co's submittals and Metrolinx's reviews thereof to ensure that all of the Services are conducted using the best and most up-to-date information available.
- For clarity, under no circumstance shall the TA direct Project Co as to how Project Co are to perform their work. The Project Agreement sets out Project Co's requirements to provide project offices, on site, for joint use by Metrolinx that are furnished and includes



internet, IT, and voice connectivity. It is expected that the TA make regular use of these offices to facilitate their ability to deliver the services described in this Contract.

m) The TA shall provide the necessary equipment required by their team to perform the Services described in this Contract. This may include, but is not limited to: vehicles or other means of local transportation; testing equipment; monitoring equipment; telephones both for use on site and with speaker/teleconference capabilities; projector(s); computers; tablets; printer/fax/copy devices; and cameras.

5.1 DESIGN AND CONSTRUCTION SUBMISSION REVIEW

- a) All design and construction submission reviews must be performed by a Professional Engineer licensed in Ontario.
- b) The Consultant shall ensure that the comments developed by the technical subject matter experts contained within the technical non-compliance reports ("Design Compliance Report" or "DCR") align and reflect the commercial provisions of the Project Agreement prior to final issuance of the comments to Metrolinx.
- c) The TA shall work with Project Co to develop a strategy for the submittal and submission review process that will be consistent with the review periods defined in the PA as well as the design and construction milestones.
- d) The TA shall create and maintain a register for all Project Co submittals with a draft of the template to be provided to the Metrolinx for review and approval (the "Submittal Register") within two (2) weeks of Financial/Commercial Close of the Project. The Submittal Register shall include at a minimum, the type of each submittal, date received, major disciplines required to review, summarized findings, Metrolinx approval date and date submitted to Project Co and the submittals will need to be tracked for the duration of the implementation phase.
- e) The TA shall lead all aspects of the review of Project Co's design development submissions at various stages as defined by the PA, followed by a review of the 100% construction document package and/or the Issued for Construction ("IFC") package.
- f) The TA shall advise and represent the Metrolinx throughout the design development stage led by Project Co. The TA shall review other submittals such as work plans, construction submissions, environmental submissions including the TESRs, environmental frameworks, environmental reports, plans and drawings; quality submissions; commissioning submissions and any other submissions, and enable the Metrolinx to respond to Project Co within ten (10) business days of receipt of such submissions from the Project Co. The TA's review shall also verify that the designs conform to the PA requirements, PSOS, technical standards, environmental commitments and approvals. The TA may be required to work collaboratively with Metrolinx subject matter experts to review and assess compliance and conformance of design submittals regarding items such as, but not limited to:
 - (i) Geometric design (horizontal & vertical alignment);
 - (ii) Grading, drainage and storm water management design;
 - (iii) Concrete and asphalt pavement requirements;
 - (iv) Erosion and sediment control/environmental compliance;



- (v) Vegetation plans including landscaping and stream realignments, and any drawings/reports required as per any environmental permits/approvals/authorizations;
- (vi) Social environmental factors related to noise, air quality, context sensitive solutions, climate change and consultation and any other new provincial environmental initiatives;
- (vii) Signage and road marking requirements;
- (viii) Electrical systems (signals, illumination, power supply, fibre, communications, etc) requirements;
- (ix) Structures (retaining walls, culverts & bridges);
- Foundations (retaining walls, culverts & bridges, high mast light poles, sign support structures);
- (xi) Traffic, capacity and options for traffic management during construction; and
- (xii) Station design including Platforms, Canopy and all other such station amenities.
- g) The TA will review the work plans, construction submissions, quality submissions, environmental submission, commissioning and operations submissions and any other submissions, and enable Metrolinx to respond to Project Co within 10 business days of receipt of such submissions from the Project Co.
- h) The TA shall ensure that the comments developed by the technical subject matter experts contained within the technical non-compliance and non-conformance reports ("Design Compliance Report" or "DCR") align and reflect the commercial provisions of the PA prior to final issuance of the comments to the Metrolinx.
- i) The TA shall conduct review of Project Co's works schedule for compliance and conformance with the PA requirements and assessment of its accuracy, underlying assumptions, productivity rates and logic (integrity).
- j) The TA shall conduct review of all quality management plans, Inspection and Test Plans ("ITP"), and all quality related documentation prepared by Project Co.
- k) The TA shall conduct direct coordination with Metrolinx, as required, for input in the submittal review process.
- The TA shall participate in day-to-day submission review and feedback with the Project Co on behalf of the Metrolinx to ensure compliance and conformance with the PSOS and the PA.
- m) The TA shall perform auditing of the detailed design submissions against the PSOS and PA including but not limited to all environmental commitments and approvals.
- n) The TA shall advise Metrolinx as to the materiality and risks to Metrolinx of any apparent non-compliance and or non-conformance.



- o) The TA shall conduct review of design and construction documents and commissioning plans.
- p) The TA shall preparation of Design Compliance Reports ("DCRs") with a recommendation and opinion as to the degree of compliancy currently achieved by Project Co. Review of the DCRs with Project Co, if required, through interactive Design Meetings.
- q) The TA shall attend any Design Meetings as required.
- r) The TA shall conduct quality assurance and independent verifications during construction to ensure compliance and or conformance with output specifications.
- s) The TA shall ensure compliance and or conformance of Project Co's construction document submissions with the PSOS and the PA.
- t) The TA shall provide reviews based on submissions from the Project Co, at multiple stages of documentation for the purposes of assessing consistency, compliance and or conformance with the PSOS and PA. Deliverables include but not limited to:
 - (i) Design Compliance Report(s);
 - (ii) Risk Register;
 - (iii) Submittal Register;
 - (iv) Submittal Review/Conformance and Compliance Report(s);
 - (v) Works Schedule Review Report(s);and
 - (vi) Quality Management Plans, Inspection and Test Plans Review Report(s).

5.2 COMPLIANCE AND QUALITY OVERSIGHT, AUDITS AND TESTING

- a) The TA shall provide on-site monitoring services, on-site compliance and conformance checking of Project Co's ongoing design and construction activities and progress, audits of constructed elements, surveillance audits of Project Co's activities and practices related to construction, all with the intention of achieving a physically complete, operationally effective and contractually compliant Project with respect to the provisions of the PA.
- b) The TA shall provide full-time qualified and experienced quality inspection personnel, including full-time personnel dedicated to inspection and monitoring of traffic staging measures, to undertake all on-site activities for Quality Oversight and Audits. For further clarity, the TA shall supplement the team as it deems necessary to deliver the Quality Oversight and Audits scope of services. Staff having the Road Construction Senior Inspector (rcsi) designation from the Ontario Association of Certified Engineering Technicians and Technologists (OACETI) may be considered an asset.
- c) The TA shall provide compliance and quality oversight services, including, but not limited to:
 - (i) Develop and implement an ongoing Quality Oversight Program ("QOP") of the design and the construction activities undertaken by Project Co;
 - (ii) Perform a series of on-site inspections and reviews, including where warranted, the removal of project components for offsite independent

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analysis and testing for integrity and compliance with technical standards;

- Develop a project specific inspection plan based on Project Co design drawings and obligations within the PA, OPSS requirements and industry standards;
- (iv) The TA shall undertake a weekly on-site review during construction to ascertain compliance and or conformance and submit weekly reports ("Site Review Reports");
- (v) Prepare a monthly report to Metrolinx outlining findings of any incomplete work, discrepancy or inconsistency with intended dimensions, materials or finishes, substandard performance or failures, or other noncompliance/non-conformance; and
- (vi) Provide a proposal enumerating audits that will be conducted on the constructed elements and records for the overall Project and any other audits requested by Metrolinx.
- c) At the onset of construction, the TA shall provide a proposal for Metrolinx review describing the audits that will be conducted on the constructed elements and records for the overall Project.
- d) The audits will be conducted under the provisions of the PA which requires Project Co's cooperation and response. The TA shall assume twenty eight (28) audits to be completed or one per quarter (every 3 months) until Final Completion of construction.
- e) The audits will include a review of existing records, including plans, reports, materials tests, quality reviews, site monitoring reports and as-built drawings. The TA shall develop an audit plan to guide the team's on-site review of the Project that have been constructed by Project Co to date. The TA shall provide to Metrolinx record audit reports outlining the process and the findings. The audit reports shall include recommendations for follow up actions that may include additional tests by the Sponsors and issuance of Non-Compliance Reports ("NCRs") for action by Project Co.
- f) The TA shall carry out an additional eight (8) audits specifically focused on the fabrication of structural steel and pre-cast, pre-stressed concrete members.
- g) The TA shall check that the fabrication is in accordance with the Project Agreement requirements. This will include random plant inspections.
- h) The TA shall obtain the schedule from Project Co for such activities and commence auditing prior to installation, fabrication and erection of the above noted activity and continue with such audits until Project Co has completed 90% of the activity.
- i) The TA shall use the PSOS, OPSS requirements and PA provisions to determine the requirements of the audit. Metrolinx expects that the frequency of inspections as guides the type of elements that would inspected in routine surveillance and quality audits.
- j) The TA shall develop and provide an audit plan outlining the requirements of the audit to the Sponsors for review and input.



- k) Upon the completion of each audit, the TA may be required to initiate additional investigative steps, including independent tests and requirements for Project Co to uncover suspect work for inspection.
 - (i) Deliverables include but not limited to:
 - a. Audit Proposal
 - b. Audit Report(s)
- I) To augment the Quality Oversight and Audits, the TA must undertake on-site sampling and material testing (construction audit testing) of the works being constructed to determine compliance of the work item with the requirements of the PA.
- m) On-site sampling and testing is to be undertaken for the Project for grade, sub-base, base and surface materials and structures. The sampling and testing of aggregates and other materials shall be carried out by laboratories that are duly accredited for carrying out of such tests and permitted to practice in the Province of Ontario. The testing shall be compared with Project Co's records and results, and with PA requirements, to assess compliance.
- n) The TA shall include recommendations for follow up actions by the Sponsors and issuance of NCRs for action by Project Co.
- o) The following are typical tests to be carried out:
 - In-place density test are assumed for select aggregate backfill for walls and structures, compacted roadway sub-grades and aggregate bases and bituminous pavement;
 - (ii) Soil/aggregate properties may include sieve analysis, unit weight, gradation, liquid limit, plastic limit and hardness/LA abrasion;
 - (iii) Procter and/or modified Procter tests;
 - (iv) Concrete air content and slump to be taken at the same time;
 - (v) Concrete cylinder compression tests including taking samples, storing and breaking cylinders;
 - (vi) Bituminous extractions;
 - (vii) Drilled core sampling;
 - (viii) Paint/finish thickness;
 - (ix) Ultrasonic testing of welds and;
 - (vii) Other necessary sampling or testing.
- p) The TA shall carry an allowance for such laboratory testing. Actual costs for any tests conducted are to be invoiced with back-up supporting documentation. All other associated costs with obtaining lab results and their interpretation are to be included in the fee.
- q) At the onset of construction, the TA must provide an on-site sampling and material testing plan with laboratory costs included to Metrolinx for review and input which shall be updated at twelve (12) month intervals thereafter.



- (i) Deliverables include but not limited to:
 - 1. On-site sampling and material testing plan(s)
 - 2. On-site sampling reports and interpretations

5.3 SITE ACTIVITY AND SCHEDULE MONITORING

- a) The TA shall lead and manage regular, daily, documented, on-site review visits during construction to review progress of the construction.
- b) The TA shall proactively review, monitor, and report on Project Co's construction schedules and activities on site and perform analyses of Project Co's construction schedules with respect to the increasing number of critical path, and near critical path, activities and to provide opinions on the validity of the construction schedule as presented by Project Co in coordination with the Master Schedule development by the Program Management Services Consultant. The TA shall take proactive steps to address critical activities that are not on schedule and to identify unconstrained work that is not progressing. The TA shall track Project Co's ability to reduce negative float for critical path activities and report on remedial steps for schedule recovery. The TA will also need to be equipped to undertake activities of quality assurance according to the rights outlined in the PA.
- c) The TA shall collect, assess, and monitor Project Co's site activities and schedule progress, recording site resources, and productivity; and report the following on a monthly basis:
 - (i) Issues during the period for various topics (e.g. health and safety, environmental, earthworks, structures, etc.);
 - (ii) General project status and overview of key activities and/or milestones;
 - (iii) Commentary on key issues to highlight from the Schedule Analysis Report and Site Activity Report as described below;
 - (iv) TA's professional opinion on the schedule, progress to date, and upcoming activities;
 - (v) Identification of risks and issues;
 - (vi) Summary of non-conformance reports issued by Project Co, identified deficiencies, and status of Project Co's submittals; and
 - (vii) Brief graphic/visual report outlining activity areas on the Project for each section/segment/zone/etc. The report shall provide a brief summary of activities that took place on site during the period and overlay that information onto the overall map of the Project.
- d) The TA shall develop and provide Metrolinx with an updated schedule identifying progress of Project Co's activities made over the relevant month and assess Project Co's monthly updates of Project Co's schedule.
- e) The TA shall carry out weekly drive-through of the Project site with a dashboard installed camera with an integrated GPS for location mapping. Furthermore, the TA shall narrate



the recording by identifying the current location on the Project site and noting activities taking place at the moment.

- f) The TA shall develop a monthly photo log of all construction progress and clearly identify the location of each photo on the Project site.
- g) The TA shall employ the use of remote monitoring methods and technologies, as appropriate or required, to report on site activities.
- h) The TA shall provide a minimum of four (4) full-time qualified and experienced personnel to undertake all on-site activities for Site Activity and Schedule Monitoring. For further clarity, the Supplier shall supplement the team as it deems necessary to deliver Site Activity and Schedule Monitoring scope of services.
 - (i) Deliverables include but not limited to:
 - a) Executive level Site Report(s)
 - b) Schedule Analysis Report(s)
 - c) Daily Site Activity Report(s) including photos
 - d) Weekly drive through recording of Project site activities
 - e) Monthly photo log of all construction progress

5.4 VARIATIONS TO PROJECT AGREEMENT

- a) The TA shall review any variation, addition, reduction, substitution, omission, modification, deletion, removal or other change to the whole or any part of the Project scope, which will increase or decrease costs of completing the Project or will cause material delay in completing the Project or affect conformance with the PSOS.
- b) The TA, working closely with Metrolinx, shall lead and/or provide support, as required, in the following activities associated with each Variation to the Project Agreement:
 - (i) Scope development and drafting;
 - (ii) Review of the applicable Project Agreement provisions;
 - (iii) Estimation of potential cost/schedule and other impacts;
 - (iv) Analysis of Project Co's estimate of the cost/schedule impacts;
 - (v) Undertaking due diligence and negotiations with Project Co about the estimate; and
 - (vi) Development of a recommendation to Metrolinx.

5.5 COMMISSIONING AND TESTING

- a) The TA shall lead and manage the oversight, review, and confirmation of compliance and/or conformance of all commissioning activities undertaken by Project Co, including, but not limited to:
 - (i) Review and recommendation of acceptance of a comprehensive system Operations Plan and all supporting policies, procedures and protocols



(safety, security, business continuity, customer service, emergency response, etc.)

- (ii) Paving of all road surfaces;
- (iii) Completion of all structures and drainage systems; the full operation of all traffic lighting and signalization;
- (iv) Marking of all permanent pavement markings at all intersections and on all major roads;
- (v) Installation of all regulatory, warning and guide signing;
- (vi) Installation of all median and roadside barrier and other safety devices;
- (vii) Installation of all illumination;
- (viii) Installation of all ITS/ATMS equipment;
- (ix) Installation of all platform requirements according to Metrolinx DRM;
- (x) Installation of all Fare Collection Systems;
- (xi) Installation of all telecommunication, CCTV and Public Address (PA) equipment;
- (xii) Installation of all Fire Safety Systems;
- (xiii) Installation of all landscaping and horticultural requirements
- (xiv) Installation of all Static, Digital and Illuminated Signage;
- (xv) Installation of snowmelt and boiler systems;
- (xvi) Installation of all water, sanitary and HVAC systems for the new station building(s) which includes a separate HVAC system is required for the communication and electrical room.
- (xvii) Installation of all related track, rail and signal , and signal control infrastructure;
- (xviii) Installation of all UPS and generators
- (xix) Installation and completion of all underground communication conduits;
- (xx) Installation of any safety devices;
- (xxi) Completion of the maintenance facility and:
 - 1. Completion of all utility work;
 - 2. Installation and completion of all Station Mechanical, HVAC, Electrical and communication equipment;
 - 3. Installation and completion of all elevators including TSSA



approval.

- 4. Construction and/or reconstruction of commercial and/or private roadway entrances;
- 5. Clearing and removal of all debris, superfluous materials and equipment from the site;
- 6. Compliance and or conformance with Ontario Traffic Manual Book 7;
- 7. The TA will develop a strategy for system testing and commissioning to ensure a thorough and comprehensive assessment of the system's full operating capability and reliability prior to fare-revenue operation. In addition, the TA will develop a detailed checklist that can be used to effectively transition the Project from the Implementation/Construction Phase to the Operations Phase and;
- 8. Any other commissioning requirement.
- b) The TA shall establish, lead, and manage numerous working groups with a focus on achievement of substantial completion, comprised of members from IO, Metrolinx, Independent Certifier, and Project Co working towards preparation and certification of achievement of Substantial Completion. The working groups may include areas such as a Steering Team, PA, commissioning, design, construction, document control, environmental, quality and operations, maintenance and rehabilitation. The establishment of Substantial Completion Working Groups shall occur at the mid-point of the construction schedule and shall allocate sufficient time for all parties to reach resolution on the process and integrate effectively within the overall Project activities;
- c) The TA shall negotiate with Project Co on behalf of the Metrolinx on all matters related to Substantial Completion including process, items of non-compliance, non-conformance, resolution of deficiencies, etc.;
- d) The TA shall lead the review of the PA's submittal requirements, deliverable products, required actions and other provisions to assess the status of Project Co's compliance or conformance with each item;
- e) The TA shall develop a Monthly Substantial Completion Report documenting the process and tracking remedial activities that are necessary to achieve compliance or conformance with the PA prior to achievement of Substantial Completion. In addition, the TA shall develop and track the on-going list of items outstanding to be satisfied prior to Substantial Completion;
- f) The TA shall undertake a program of on-site checks regarding Project Co's compliance and or conformance with PA requirements throughout the construction phase and develop a database/repository program to be accessible by all working groups participating in the initiative with functionality for Project Co to have direct access to view and upload documents as required. Furthermore, the system shall allow for the records to Be searchable with capability for analysis and report development;
- g) Prior to Substantial Completion, the TA shall submit a State of Construction Report containing an opinion regarding the overall state of the construction progress, based on the



information generated by the Substantial Completion Working Groups and the Quality Oversight and Audits, and Site Activity and Schedule Monitoring teams. The State of Construction Report shall present the TA's opinion regarding items where Project Co has achieved Substantial Completion with respect to the terms of the PA, and where items have yet to reach Substantial Completion or are otherwise deficient;

- h) The TA's State of Construction Report will be required to assess, at a minimum, the following areas:
 - (i) Structural: bridges, abutments, tunnels, retaining walls, canopies drainage structures, fabrication sites, station buildings;
 - (ii) Roadway: Roadways and street, drainage facilities, traffic control systems, signing and zone striping;
 - (iii) Railway: Railways, track, and signals and signal crossing control systems, signing and zone striping; and associated railway infrastructure;
 - (iv) Civil: earthwork, roadways, drainage facilities, traffic control systems, signing and striping;
 - (v) Station Platform and associated infrastructure;
 - (vi) Architecture and associated station building infrastructure;
 - (vii) Environmental/Landscape: temporary environmental protection systems, permanent environmental mitigation facilities, landscape grading and planting, trail systems;
 - (viii) Mechanical/Electrical: pump stations, lighting systems, utility relocations, communications and surveillance systems; and
 - (ix) ITS/ATMS: traffic monitoring, incident monitoring, variable message signs, traffic surveillance cameras, automated warning system, weather information, COMPASS system.
- i) Prior to substantial completion, the TA will be required to report back to Metrolinx on the state of readiness of Project Co's System and its ability to go into operation in accordance with PSOS. The report should reflect on items including, but not limited to, the assessment that all requirements of PSOS and the Service and Operations Plan have been met and supporting policies and procedures are available and commissioning has met the terms and conditions of the PA; and
- j) Prior to completion, the TA will participate, as required, in commissioning activities to the extent permitted in the PA which may include, but is not limited to, pre-commissioning demonstration and testing activities, commissioning briefs, etc.
 - (i) Deliverables include but not limited to:
 - 1. Monthly Substantial Completion Report
 - 2. Develop and implement database/repository program to track Compliance and Conformance
 - 3. Substantial Completion Opinion Letter



5.6 PERMITS AND APPROVALS

a) The TA shall provide immediate and ongoing leadership and support in developing and implementing a comprehensive strategy for any required permits, approvals and agreements that is consistent with the AFP delivery model, or as requested by Metrolinx, outside of the AFP scope but required for the Project's advancement; and assure that these permits, approvals, and agreements are secured on time to allow construction activities to proceed on schedule.

5.7 ENVIRONMENTAL MONITORING, RECORDING AND AUDITING

- a) The TA shall provide environmental inspection, monitoring, and recording services to ensure Project Co is undertaking all pre-construction and construction activities are in compliance and conformance with the environmental commitments from the Environmental Assessment ("EA") (including any addenda), the Endangered Species Act Requirements for the Project and other applicable environmental legislation and related permits.
- b) The TA shall provide technical support in the development of Environmental Project Report Addenda including review of associated approvals and documentation required.
- c) During the design phase, the TA will support Metrolinx by:
 - (i) Providing expertise by assessing appropriateness of environmental mitigation measures; and
 - (ii) Providing technical oversight of implementation of pre- construction mitigation and monitoring in compliance with the Environmental Project Report and any addenda, environmental legislation and standards.
- d) The TA shall inspect, monitor, record and audit the project's environmental performance and produce related reports for all pre- construction and construction activities including, but not limited to:
 - (i) Noise monitoring;
 - (ii) Vibration monitoring;
 - (iii) Air Quality monitoring;
 - (iv) Surface water quality monitoring;
 - (v) Borehole drilling for foundations and waste and contamination investigations;
 - (vi) Dewatering operations;
 - (vii) Stage 3 and Stage 4 archaeological works;
 - (viii) Structure demolition activities;
 - (ix) Disturbance to valley slopes for purposes of creating temporary access;
 - (x) Construction activities adjacent to environmentally sensitive areas and endangered species habitat;
 - (xi) Construction activities in proximity to culturally significant or fragile buildings and structures; and
 - (xii) Other construction related activities as required.
- e) The TA shall review mapping of Environmental Sensitive Areas ("ESA") and determine potential impact by pre-construction intrusive activities and construction activities. The Technical Advisor shall also review the following reports as prepared by Project Co:
 - (i) Environmental Inspection Reports;
 - (ii) Corrective Action Requests;



- (iii) Preventative Action Requests;
- (iv) Other environmental inspection related reports as prepared by Project Co; and
- (v) Environmental reports submitted as part of the Review Procedure of the PA.
- f) The TA shall coordinate with Project Co and Metrolinx to review Project Co's construction schedule as well as access plans, restoration plans, and Erosion and Sediment Control Measures, and ensure that all work will be carried out in accordance with all environmental requirements;
- g) Management and/or treatment of water evacuated from the construction works such as excavations or cofferdams;
- h) Protection of river/creek banks and wetlands;
- i) Protection of fish and fish habitat including flow velocity, suspended solids and other parameters, preservation of migration corridors, and compliance with any additional requirements identified in pertinent provincial/federal agency approvals and permits;
- j) Calculating and monitoring areas of temporary impacts and permanent fish habitat loss by habitat type, where applicable;
- k) Calculating and monitoring areas of temporary impacts and permanent wetland loss, where applicable;
- Segregation, movement and stockpiling of contaminated soil and waste material on or off site, including material characterization and reporting on material stockpiles or offsite disposal;
- m) Assist Metrolinx in addressing complaints received from residents and third parties related to the environment;
- n) For all activities to be inspected, the TA shall provide the following in their quality oversight report to Metrolinx:
 - (i) Site map of location for which work was completed;
 - (ii) Documentation as to compliance and or conformance with EA documents and ESA permits;
 - (iii) Photo documentation at all sites;
 - (iv) Detailed information regarding pre-construction and construction works, and sediment and erosion control plans; and
 - (v) Assurance that the following process has been followed by Project Co:
 - Post-construction restoration plans for major valley crossings that will be disturbed during the pre-construction activity to offset vegetation removals;
 - b. Stabilization and vegetation of all exposed surfaces as soon as possible following construction, using native vegetation seed mixes and plantings or other appropriate cover;



- c. Avoidance of environmentally sensitive areas if possible should be considered in all cases;
- d. Respond to the agency request for clarification / further information as required;
- e. Monitoring the contractor's compliance with the numerous environmental compliance requirements of the project;
- f. These requirements will include adherence to the management plans established for environmental protection, pertinent legislation, in water work timing restrictions and erosion and sedimentation control; and
- g. Supervising the work of the environmental specialists, who would actively monitor the work on site and report back to the office on progress of the work, as well as initiating any required action in the event of non-compliance.

5.8 DOCUMENT CONTROL

- a) The TA will implement an effective document management program that defines the documents to be produced, tracks and records the production of documents, and yields a record of all documents that will be turned over to Metrolinx in accordance with Metrolinx Program Management standards and will be required to use Primavera Contract Manager (CM14), Primavera P6, Aconex, ProjectWise and Active risk manager when necessary.
- b) The TA shall track all recurring documents and provide summary status reports to Metrolinx on a regular basis.
- c) The TA shall be responsible for any resources it may need to carry out the scope including but not limited to teleconference lines and meeting rooms for coordinating activities outlined.
- d) The TA shall also be responsible for managing the Metrolinx functions in the online collaboration tool used to exchange documentation with Project Co. The TA's responsibilities also include, but are not limited to, monitoring Project Co's uploads, distributing information to the required parties within the TA and Metrolinx teams in a timely manner, and uploading Metrolinx- approved materials.
- e) The TA shall track and monitor the performance of technical and engineering tasks (including but not limited to, property acquisition, utility work, demolitions, archaeology, geotechnical investigations, permits, reliance letters etc.) managed or performed by other members of the team to help ensure document readiness for the Transaction processes.

5.9 MEETINGS

- a) The meetings indicated below exclude any meetings that the TA is required to have in order to complete the Services (such as internal meetings within the TA's team, and coordination review and other meetings with Metrolinx).
- b) The TA shall take notes and track action items coming out of the regular meetings ("Regular Meetings"), periodic meetings ("Periodic Meetings") and ad hoc meetings ("Ad Hoc Meetings") and develop minutes and agenda where noted or as required for such meetings for all required phases of the project as directed by Metrolinx.
- c) The TA acknowledges that there will be a number of miscellaneous meetings and consultations that are not identified in the Regular Meetings, Periodic Meetings and Ad Hoc Meetings that will require the participation of the TA. The TA also acknowledges that Regular



Meetings, Periodic Meetings, Ad Hoc Meeting, and other miscellaneous meetings will take place in various areas in the Greater Toronto Area as well and that the TA will be required to attend such meetings in person.

- d) <u>Regular Meetings</u>: The TA shall attend a series of regularly scheduled meetings as part of the Services. The TA shall lead or participate in the Regular Meetings in accordance with the following:
 - 1. Topic Meetings: The TA shall participate in Topic Meetings organized by the Project Co or Metrolinx (e.g. quality, environmental, technical, construction, etc.);
 - 2. Design Meetings: The TA shall participate in Design Meetings organized by the Project Co or Metrolinx;
 - Project Meetings: The TA shall participate in Project Meetings organized and chaired by the Project Co for the duration of the project following completion of the Design Compliance and Conformance Meetings up until the commissioning stage;
 - 4. Commissioning, Completion Meetings: Working closely with Metrolinx and the Project Co, the TA shall participate in Commissioning, Completion Meetings (chaired by Project Co) required to commission the Project; and
 - Substantial Completion ("SC") Working Groups Meetings: The TA shall establish, lead, where appropriate, and manage these working groups, which will be comprised of members from Metrolinx, IO, Independent Certifier, and Project Co. The objective of these working groups is to prepare for certification of SC.
- e) <u>Periodic Meetings</u>: The following are meetings that will require attendance by the TA on an as required basis, in completing the Services:
 - Project Management Team ("PMT") Meetings: The meeting is led by Metrolinx and IO during the procurement phase. The PMT will meet weekly to review the schedule, progress of the Services and the draft documents. The TA shall present Metrolinx/IO planning and design documents to the PMT meeting, as required and shall develop minutes and agendas and tracking items;
 - 2. Works Committee Meetings: Co-chaired by Metrolinx and Project Co. The meeting will occur at least once a month and more frequently if required. The TA shall participate in the Works Committee Meetings and provide input, as required;
 - Contract Management Team ("CMT") Meetings: The TA shall organize and conduct the meetings of the Contract Management Team. The meeting is led by Metrolinx. The CMT will meet regularly to review the schedule, progress of the services and draft documents. The TA shall develop minutes and agendas; and
 - 4. Risk Committee Meetings: The TA shall organize and conduct the meetings of the Risk Committee. The meeting is to be led by the TA throughout the Project. The TA shall develop minutes and agendas and be the lead in developing and tracking the Risk Register.



- f) <u>Ad Hoc Meetings</u>: The following are meetings that will require attendance by the TA on an as required basis in completing the Services:
 - 1. The TA shall organize, chair and conduct ad hoc technical meetings with any technical discipline within Metrolinx or the Project Co as required to provide additional feedback, discuss and resolve issues, or undergo necessary due diligence throughout the course of the Project.

5.10 LESSONS LEARNED DOCUMENTATION

a) The TA shall track on a weekly basis any lessons learned during the implementation phase and potential improvements to the PA and PSOS and provide such report, and subsequent updates, to Metrolinx on a monthly basis. The TA will also track and report on how past lessons learned have been incorporated into the various deliverables associated with the Project.

5.11 CLOSE - OUT DOCUMENTATION

a) In addition to any interim documentation required by Metrolinx prior to completion of the Services described in this Appendix "B", the TA shall, at its own cost and expense, within two weeks of the completion of the Services, deliver to Metrolinx hard copies of all documents produced by the TA during the course of the Services, as well as any reports identified by Metrolinx as required to be delivered, together with a reproducible CD-ROM or USB Drive containing all of the foregoing in MSWord, MS Excel, MS PowerPoint format, AutoCAD, Acrobat PDF, or native format as may be appropriate to the particular documents.

5.12 PROJECT SITE OFFICE

- a) The PA sets out Project Co's requirements to provide a project office, on site, for joint use by Metrolinx that is furnished and includes internet, IT, and voice connectivity. It is expected that the TA will make regular use of this office to facilitate their ability to deliver the Services described in this Contract.
- b) The TA shall provide the necessary equipment required by their team to perform the services described in this Contract. This may include, but is not limited to, telephones with speaker/teleconference capabilities, projector(s), computers and printer/fax/copy devices, and cameras. For clarity, the TA is not required to supply Metrolinx with such equipment, however, Metrolinx expects to be provided with access to use items such as printers/fax/copy, teleconference and projector equipment.
- c) The TA is required to provide site vehicles for the duration of construction and commissioning phase with fuel and insurance for its entire staff working on the Project.

5.13 HEALTH AND SAFETY

- a) The TA shall provide information and instruction to all employees, including sub-consultants, so that they are informed of the hazards inherent in the work and understand the procedures for minimizing the risk of injury or illness.
- b) The TA shall review "system safety & security" for submittals including but not limited to safety & security certification process and on-site for inspection, testing, commissioning, and



close-out of the project.

- c) The TA shall report any onsite safety violations, incidents, near -misses by Project Co's during construction, testing and commissioning period.
- d) The TA shall also conduct their work in accordance with program wide health and safety policies that have been developed by Metrolinx.

END OF APPENDIX "B" – Consultant's Scope of Services



Appendix "C" – Metrolinx Services

Metrolinx shall:

- (a) provide the TA with general direction in the provision of the work;
- (b) designate an individual to act as its Representative, who shall transmit instructions to, and receive information from the TA. The designated Metrolinx Representative will be accountable for all Task expenditures relative to design, procurement and construction activities; and
- (c) provide access to and where necessary, make available copies of existing plans, reports, studies, information and correspondence relevant to the task.



Appendix "D" – Documents

The following Documents form part of, and are appended to this Request Document.

| ITEM NO. | DOCUMENT TITLE |
|----------|--|
| 1. | CN Annex "D": Safety Guidelines For Consultants |
| 2. | Consultant Weekly Site Report |
| 3. | Consultant's Monthly Status Report |
| 4. | Contract Performance Appraisal |
| 5. | Meeting Minutes Template |
| 6. | Metrolinx Safety Guidelines for Contractors Consultants Project Coordinators |
| 7. | Rail Corridor Infrastructure Handover Protocols |
| 8. | Sample Parental Guarantee |



AECOM's Proposal

Aecom's Proposal, saved in an USB drive, forms part of, and is appended to this Contract.