



Request for Proposals
For
Supply of Swing Loaders for Streetcars

Request for Proposals No.: **P73SJ23286**

Issued: **August 17, 2023**

Submission Deadline: **As detailed in 1.7 RFP Timetable**

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PART 1 – INVITATION AND SUBMISSION INSTRUCTIONS

1.1 Invitation to Proponents

This Request for Proposals (the "RFP") is an invitation by the Toronto Transit Commission ("TTC") to prospective proponents to submit Proposals for the Supply of Swing Loaders for Streetcars, as described in section 1.3 RFP Deliverables.

1.2 Definitions

Note that for the purposes of the requirements stated in this RFP:

- a) "shall" indicates to the proponent that the requirement is mandatory, subject to the provisions of this RFP; and
- b) "should" indicates to the proponent that its response to the stated requirement is requested, but is not mandatory, subject to the provisions of this RFP, however, failure of the proponent to provide a response to the stated requirement will likely impact the evaluation requirements.

All other capitalized terms used but not defined in this RFP have the meanings ascribed to them in APPENDIX C – GENERAL CONDITIONS and APPENDIX D – SUPPLEMENTARY CONDITIONS.

1.3 RFP Deliverables

The proponent(s) shall provide the following approximate quantities of Swing Loaders in the following years, depending on the contract that is awarded (contract details are in section 1.4 – Contract Award and section 2.7 – Contract Award):

| Deliverable | Year 1 |
|--|--------|
| Approximate Quantity of Swing Loaders for Streetcars | 2 |

1.4 Contract Award

TTC intends to award (1) contract for the supply of swing loaders based on lowest Total Evaluated Price in accordance with the process described in PART 2 – EVALUATION AND AWARD.

1.4.1 Specifications and Technical Requirements

The specifications for the swing loaders are described in appendix E – TECHNICAL REQUIREMENTS.

1.4.2 Term of Contract

The Contract term will be 18 months from the Notification of Award.

1.4.3 Notice of Selection and Executed Agreement Process

TTC will issue a Notification of Award to the successful Proponent which will include APPENDIX B – ARTICLES OF AGREEMENT and a purchase order. The successful Proponent will execute the agreement, sign and return Appendix B, sign and return the purchase order, and meet any of the pre-conditions of award (refer to section 2.7 - Pre-Conditions of Contract Execution).

1.5 RFP Contact

To contact TTC about this RFP, each proponent shall register with TTC's public purchasing portal at <https://ttc.bonfirehub.ca/opportunities/69981> ("TTC's Bonfire Portal") and initiate the communication electronically through the Question and Answer function. TTC shall not accept any proponent's communications by any other means, except as specifically stated in this RFP.

For the purposes of this RFP, the "RFP Contact" shall be the following:

Stephanie Song, Procurement and Contract Specialist
Email: Danping.Song@ttc.ca

Proponents and/or their representatives are not permitted to contact any employees, officers, agents, elected or appointed officials (or their designates), or other representatives of TTC, other than the RFP Contact, concerning matters regarding this RFP up to the date when the successful Proponent have been identified. Failure to adhere to this rule may result in the disqualification of the proponent and the rejection of the proponent's Proposal.

1.5.1 Clarifications During the RFP Process

The following rules shall apply to each proponent when submitting questions or requests for clarification during the RFP process:

- (a) Proponent is permitted to submit requests for clarification by clearly categorizing each request in the subject field of the request as one of the following:
 - i. **General clarifications:** Clarifications of general application or technical matter and that would apply to other proponents.
 - ii. **Commercial confidential clarifications:** Clarifications that the proponent considers to be commercially sensitive or confidential to that particular proponent.
- (b) If TTC disagrees with the proponent's request for clarification categorization as a commercial confidential clarification, TTC shall allow the proponent to either categorize the clarification as a general clarification or to withdraw the request for clarification.
- (c) If TTC determines, in its sole discretion, a commercial confidential clarification, even if withdrawn by the proponent, is of general application or would provide a clarification of the RFP documents or the RFP process, TTC may issue a clarification to all proponents that deals with the same subject matter as the withdrawn commercial confidential clarification.
- (d) If TTC agrees with the proponent's categorization of a request for clarification as a commercial confidential clarification, TTC shall respond to the clarification request to the proponent that submitted the commercial confidential clarification.

1.6 Proponent Briefing

TTC will hold one (1) optional proponent briefing session in accordance with the schedule in section 1.7 – RFP Timetable. All interested proponents are encouraged to participate in the session. The session will be conducted online through the following meeting link:

Proponent Briefing Session:

https://teams.microsoft.com/join/19%3ameeting_NDY5NGIxZTUtNTdINi00MWUxLTk3ZTQtYTNkMDE5M2IzYTQ3%40thread.v2/0?context=%7b%22Tid%22%3a%2212ce8821-d53a-407c-8212-10e93ff3eb81%22%2c%22Oid%22%3a%2281cd2cff-cc24-408d-bb08-560ee77b5119%22%7d

Meeting ID: 299 682 643 817

Passcode: GwasFc

Audio of the briefing session can be accessed at the following:

Conference call number: +1 437-703-1516 Conference ID: 954 810 488#

The briefing session will cover a high level overview including, but not limited to, submission requirements, timelines, Deliverables and scope. Only administrative questions will be answered during the session. All technical questions shall be forwarded in writing in accordance with section 3.2 – Communication after Issuance of RFP. Any material presented at the session will be made available to proponents within three (3) business days following the session in accordance with section 3.2.3 –Addenda.

1.7 RFP Timetable

| | |
|--|-------------------------------------|
| Issue Date of RFP | August 17, 2023 |
| Proponent Briefing Session | August 30, 2023 11:00:00 AM EDT |
| Stage 1 – Commercial Confidential Meetings (CCMs) | |
| Submission of Commercial Blacklines and Technical Deviations | by September 8, 2023 4:00:00 PM EDT |
| Commercial Confidential Meetings | September 25 - 27, 2023 |
| Deadline to Request Ad-Hoc CCMs | September 29, 2023 |
| Anticipated Addendum resulting from CCMs | October 9, 2023 |
| Deadline for Questions | October 16, 2023 |
| Deadline for Issuing Addendum | October 23, 2023 |
| Stage 2 – Final Submission | |
| Anticipated Final Submission Deadline | October 30, 2023 2:00:00 PM EDT |
| Rectification Period | 3 business days |
| Anticipated Notification of Award | November, 2023 |
| Anticipated Execution of Agreement | December, 2023 |

The RFP timetable is tentative only and may be changed by TTC at any time in accordance with section 3.2.3 Addenda.

1.8 Submission of CCM Forms and Proposals

1.8.1 CCM Forms and Proposals to be Submitted at Prescribed Location

CCM forms shall be submitted through TTC's Bonfire Portal at:

<https://ttc.bonfirehub.ca/opportunities/69984>

Proposals shall be submitted through TTC's Bonfire Portal at:

<https://ttc.bonfirehub.ca/opportunities/69981>

Submissions by other methods shall not be accepted. Minimum system requirements are Internet Explorer 11, Google Chrome, or Mozilla Firefox. JavaScript must be enabled. Proponents shall contact Bonfire at Support@GoBonfire.com for technical questions related to submissions, or visit Bonfire's help forum at <https://bonfirehub.zendesk.com/hc>.

1.8.2 Proposals to be Submitted on Time

Proposals shall be uploaded and finalized before the Submission Deadline(s) set out in section 1.7 RFP Timetable. Uploading large documents may take significant time, depending on file size and internet connection speed.

It is strongly recommended that the proponent allow sufficient time before the Submission Deadline(s) to upload documents and finalize their submissions.

Each proponent shall receive an email confirmation receipt with a unique confirmation number upon finalizing their submission.

1.8.3 Proposals to be Submitted in Prescribed Format

Submission materials for this RFP shall be prepared in the file formats listed under "Requested Information" in TTC's Bonfire Portal.

The maximum upload file size is 1000 MB. Documents shall not be embedded within uploaded files, as the embedded files shall not be accessible or evaluated.

1.8.4 Proposal Submission Checklist

Each proponent may submit all of the following forms in preparation for Stage 1 - Commercially Confidential Meetings (CCMs):

- Form 1 – Changes and Comments to Appendix C – General Conditions
- Form 2 – Changes and Comments to Appendix D – Supplementary Conditions
- Form 3– Changes and Comments to Appendix E – Technical Requirements
- Form 4 – Proposed Equivalent
- Proposed agenda for additional items to be discussed at CCMs

Each proponent shall submit all of the following forms for Stage 2 – Final Submission:

- Form 5 - Company Submission Form
- Form 6 – Pricing Schedule
- Form 7 – Options and Alternatives List

1.8.5 Amendment of Proposals

A proponent may amend their Proposal before the Submission Deadline(s) by un-submitting the Proposal and resubmitting a revised Proposal through TTC's Bonfire Portal.

1.8.6 Withdrawal of Proposals

At any time throughout the RFP process, until the execution of a written agreement for the provision of the Deliverables, a proponent may withdraw a submitted Proposal.

To withdraw a Proposal before the Submission Deadline(s), a proponent shall un-submit the Proposal through TTC's Bonfire Portal. To withdraw a Proposal after any Submission Deadline, a notice of withdrawal shall be sent to the RFP Contact and signed by an authorized representative of the proponent.

[End of Part 1]

PART 2 – EVALUATION AND AWARD

2.1 Stages of Evaluation

TTC will conduct the evaluation of Proposals. The evaluation of Proposals under this RFP will occur in Stages 1 and 2 as set out below.

2.2 Stage 1 – Commercially Confidential Meetings (CCMs)

This stage will consist of CCMs with each proponent and TTC. There is no evaluation component to the CCM and participation in these meetings is optional. The CCMs will allow for meaningful dialogue regarding the information provided by the proponents, in the forms listed below, and may include feedback to the proponents.

TTC will issue the CCM schedule of dates and further details to the proponent(s) following the completion of Stage 1. The approximate date of Stage 1 is set out in section 1.7 – RFP Timetable. Proponents are responsible to ensure they and their representatives and advisors are available to attend any planned CCMs.

The CCMs are an opportunity for TTC and each proponent to gain clarity on the following topic areas:

- **Form 1 – Changes and Comments to Appendix C – GENERAL CONDITIONS:**

If the proponent has any comments or proposes any revisions to APPENDIX C – GENERAL CONDITIONS, they are expected to complete and submit Form 1 – Changes and Comments to Appendix C – GENERAL CONDITIONS. The proponent should utilize this form by blacklining the original wording as provided in APPENDIX C – GENERAL CONDITIONS and replace the original wording with the proposed new wording.

- **Form 2 - Changes and Comments to Appendix D – SUPPLEMENTARY CONDITIONS:**

If the proponent has any comments or proposes any revisions to APPENDIX D – SUPPLEMENTARY CONDITIONS, they are expected to complete and submit Form 2 – Changes and Comments to Appendix D – Supplementary Conditions. The proponent should utilize this form by blacklining the original wording as provided in APPENDIX D – SUPPLEMENTARY CONDITIONS and replace the original wording with the proposed new wording.

- **Form 3 – Changes and Comments to Appendix E – Technical Requirements:**

If the proponent has any comments or proposes any revisions to Appendix E – Technical Requirements, they are expected to complete and submit Form 3 – Changes and Comments to Appendix E – Technical Requirements. The proponent should utilize this form by blacklining the original wording as provided in Appendix E – Technical Requirements and replace the original wording with the proposed new changes or fill the Form 4 – Proposed Equivalent.

- **Form 4 – Proposed Equivalent:**

All Proposals must conform to the Specifications herein, however, substitutions of products, substitutions to methods or processes may be considered during CCM process period for TTC review provided that:

- a) Complete Form 4 – Proposed Equivalent is submitted for the TTC review and approval.

- b) All data relating to changes in the Contract Schedule, if any, and relating to other Work have been submitted.
- c) The same warranty or greater is given for the substitution as for the original Product specified.

If attending the CCMs, each proponent will be required to prepare and submit to TTC its proposed clarifications by topic area in accordance with the timetable to be provided to the proponents. Proponents should note that TTC will allow for both general and commercially confidential clarifications in the CCM process, and the rules in RFP section 1.5.1 will apply.

Proponent(s) will be responsible for taking their own notes during the CCMs. No minutes or notes will be issued by TTC to the proponents following the CCMs.

No statement, consent, waiver, acceptance, approval, or anything else said or done in any of the CCMs or pursuant to any feedback by TTC shall amend or waive any provision of the RFP documents, or be binding on TTC, or be relied upon in any way by the proponent except when, and only to the extent, expressly confirmed in an addendum to this RFP.

Any statement made during any CCM or pursuant to any feedback by TTC is not and shall not be deemed or considered to be an indication of a preference by TTC, or a rejection by TTC, of anything said or done by the proponent.

2.2.1 Ad-Hoc CCMs

Ad hoc Commercially Confidential Meetings (“Ad Hoc CCMs”) may be requested by TTC or a Proponent prior to the issuance of the Stage 1 Addendum, and:

- a) TTC shall consider all requests for Ad Hoc CCMs made by proponents pursuant to this Section 2.2.1 Ad-Hoc CCMs. If TTC concludes, in its sole discretion, that a requested Ad Hoc CCM is necessary, TTC shall notify the applicable proponent of same with the date, time and virtual location for the Ad Hoc CCM. Promptly after receiving TTC’s notification, the Proponent shall, via TTC’s Bonfire Portal to the RFP Contact confirm same. For clarity, TTC has the right to approve or reject any request for an Ad Hoc CCM, and TTC shall not be obligated to provide reasons for any such decision;
- b) if TTC approves a request by a Proponent to conduct an Ad Hoc CCM pursuant to Section 2.3.1(a), such Proponent shall submit to the RFP Contact via TTC’s Bonfire Portal its proposed agenda and a list of its attendees for the meeting at least three Business Days prior to the Ad Hoc CCM;
- c) if TTC requests that a proponent attend an Ad Hoc CCM pursuant to Section 2.2.1 Ad-Hoc CCMs, TTC will set a date, time and virtual location for such meeting and the proponent shall be deemed to have accepted such request unless such proponent notifies the RFP Contact via TTC’s Bonfire Portal within 2 Business Days of TTC’s request that the proponent does not wish to participate in such Ad Hoc CCM (in which case such Ad Hoc CCM will not be held); and the proponent shall submit to the RFP Contact via TTC’s Bonfire Portal, a list of its attendees for the meeting at least three Business Days prior to the Ad Hoc CCM; and
- d) TTC may, in its sole discretion, hold Ad Hoc CCMs with any or none of the proponents and shall not be obliged to hold Ad Hoc CCMs with all of the proponents.

2.3 Post CCMs Addenda

TTC may issue Post CCM Addenda as a result of the CCM process to finalize the RFP documents utilized during Stage 2 – Final Submission.

2.4 Stage 2 – Final Submission

2.4.1 Submission Review

Stage 2 will consist of a review to determine if the forms and content submitted by the proponent complies with all of the final submission requirements. The final submission requirements are as follows:

- Form 5 - Company Submission Form
- Form 6 – Pricing Schedule
- Form 7 – Options and Alternatives List

2.4.2 Rectification Period

If the Stage 2 submission requirements are not satisfied, TTC will issue the proponent a rectification notice identifying the deficiencies and provide the proponent an opportunity to rectify the deficiencies. The proponent will receive one (1) rectification notice detailing the deficiencies for Stage 2. The rectification period will be the amount of time as stated in section 1.7 - RFP Timetable, Rectification Period. The rectification notice will state the date and time that the rectification notice response is due.

For greater certainty and by way of example, but without limiting the generality of the provisions of this RFP respecting such rectification:

- (a) such rectification may entail the provision to TTC by such Proponent of a form or other document required under this RFP that was submitted to TTC by such Proponent with its Proposal but was missing a date, name or signature; and
- (b) such rectification may entail the provision to TTC by such Proponent of a portion of a form required under this RFP that was submitted to TTC by such Proponent with its Proposal but was missing a portion of such form.

2.5 Evaluation

2.5.1 Pricing Evaluation

2.5.1.1 Instructions on How to Provide Pricing

- (1) Each proponent shall provide the information requested under section 2.5.1.2 - Required Pricing Information, below, by completing the attached forms and including it in its Proposal.
- (2) Rates shall be provided in Canadian funds, inclusive of all applicable duties and taxes except for HST, which shall be itemized separately.
- (3) Rates quoted by the proponent shall be all-inclusive and shall include all labour and material costs, all travel and carriage costs, all insurance costs, all costs of delivery, all costs of installation and set-up, including any pre-delivery inspection charges, and all other overhead costs, including any fees or other charges required by law.

- (4) Pricing provided shall only be based on the general conditions, supplementary conditions and technical requirements.

2.5.1.2 Required Pricing Information

Proponents shall complete the information in the following forms:

- Form 6 – Pricing Schedule
- Form 7 –Options List and Alternatives List

2.5.1.3 Evaluation

Pricing will be evaluated on the basis of the Total Evaluated Price using the amount set out in Form 6 – Pricing Schedule. The unit price shall be multiplied by the estimated annual quantities for each item. The extended amount will be added to determine the Total Evaluated Price, exclusive of taxes. The basis of award will be the lowest Total Evaluated Price, exclusive of taxes.

Items included in Form 7 – Options and Alternative List will not be included in the evaluation. The TTC reserves the right to accept or not accept any option or alternative items from the recommended Proponent.

2.6 Contract Award

As noted under section 1.4 – Contract Award, TTC intends to award one (1) contract for the supply of swing loaders for Streetcars based on the lowest Total Evaluated Price plus optional equipment to be exercised at time of award. It should also be noted that the appropriate amount of applicable taxes will be determined by the TTC and added to the Contract Price for any successful Proponents that are licensed to collect taxes in Canada. Thereafter, the successful Proponents will be authorized to proceed with the Work in Tasks, on an upset limit price basis or fixed price basis, as set out in a "Release", all in accordance with the Supplementary Condition entitled Authorization to Proceed.

2.7 Pre-Conditions of Contract Execution

2.7.1 Confirmation of Insurance

The Proponent(s) selected for award shall comply with the requirements specified in SC 3 - INSURANCE REQUIREMENTS of APPENDIX C – GENERAL CONDITIONS and provide evidence of insurance as specified in the SC 4 – EVIDENCE OF APPENDIX C – GENERAL CONDITIONS.

2.8 Failure to Enter into Agreement

If a selected Proponent fails to execute the agreement, sign and return Appendix B, sign and return the purchase order, or meet any of the pre-conditions of award (refer to section 2.7 - Pre-Conditions of Award), TTC may, without incurring any liability, proceed to the next lowest priced proponent to enter into a Contract. This process will continue until an agreement is finalized, until there are no more Proponents remaining, or until TTC elects to cancel this RFP.

[End of Part 2]

PART 3 – TERMS AND CONDITIONS OF THE RFP PROCESS

3.1 General Information and Instructions

3.1.1 Proponents to Follow Instructions

Each proponent should structure their Proposal in accordance with the instructions in this RFP. Where information is requested in this RFP, any response made in a Proposal should reference the applicable section number(s) of this RFP.

3.1.2 Proposals in English

All Proposals are to be in English only.

3.1.3 No Incorporation by Reference

The entire content of the proponent's Proposal should be submitted in a fixed form, and the content of websites or other external documents referred to in the proponent's Proposal but not attached will not be considered to form part of its Proposal.

3.1.4 Information in RFP Only an Estimate

TTC makes no representation, warranty, or guarantee as to the accuracy of the information contained in this RFP or issued by way of addenda. Any quantities shown or data contained in this RFP or provided by way of addenda are estimates only and are for the sole purpose of indicating to each proponent the general scale and scope of the Deliverables. It is the proponent's responsibility to obtain all the information necessary to prepare a Proposal in response to this RFP.

3.1.5 Proponents to Bear Their Own Costs

The proponent shall bear all costs associated with or incurred in the preparation and presentation of its Proposal, including, if applicable, costs incurred for presentations, negotiations, or attending the pre-proposal meeting.

3.1.6 Proposal to be Retained by TTC

TTC will not return the Proposal or any accompanying documentation submitted by a proponent.

3.1.7 No Guarantee of Volume of Work or Exclusivity of Contract

TTC makes no guarantee of the value or volume of work to be assigned to the successful proponent. The contract to be executed with the selected Proponent will not be an exclusive contract for the provision of the Deliverables. TTC may contract with others for goods and services the same as or similar to the Deliverables or may obtain such goods and services internally.

3.2 Communication after Issuance of RFP

3.2.1 Proponent Briefing Session

It is recommended that each proponent attend the proponent briefing session, the details of which are set out in Part 1 of this RFP. Any material presented at the session will be made available to all proponents within three (3) business days following the session in accordance with section 3.2.3 – All New Information to Proponents by Way of Addenda.

3.2.2 Proponents to Review RFP

Proponents should promptly examine all of the documents comprising this RFP and may direct questions or seek additional information in writing to the RFP Contact in accordance with section 1.5 – RFP Contact on or before the deadline for questions. No such communications are to be directed to anyone other than the RFP Contact. TTC is under no obligation to provide additional information, and TTC is not responsible for any information provided by or obtained from any source other than the RFP Contact. It is the responsibility of the proponent to seek clarification from the RFP Contact on any matter it considers to be unclear. TTC is not responsible for any misunderstanding on the part of the proponent concerning this RFP or the RFP process.

3.2.3 Addenda

This RFP may be amended only by addendum in accordance with this section. If TTC, for any reason, determines that it is necessary to provide additional information relating to this RFP, such information shall be communicated to all proponents by addendum posted through TTC's Bonfire Portal. Each addendum shall form a part of this RFP and may contain important information, including significant changes to this RFP. Each proponent is responsible for obtaining all addenda issued by TTC through TTC's Bonfire Portal Public Notice function.

3.2.4 Post-Deadline Addenda and Extension of Submission Deadline

If TTC determines that it is necessary to issue an addendum after the Deadline for Issuing Addenda, TTC may extend the Submission Deadline for a reasonable period of time.

3.2.5 Verify, Clarify and Supplement

When evaluating Proposals, TTC may request further information from the proponent or third parties in order to verify, clarify, or supplement the information provided in the proponent's Proposal including, but not limited to, clarification with respect to whether a Proposal meets the requirements set out in PART 2 – EVALUATION AND AWARD. TTC may revisit and/or re-evaluate the proponent's response or ranking on the basis of any such information.

3.3 Notification and Debriefing

3.3.1 Notification to Other Proponents

Once an agreement has been executed between TTC and a Proponent, the other proponents will be notified of the outcome of the RFP process through TTC's Bonfire Portal.

3.3.2 Debriefing

Proponents may request a debriefing after the outcome of the RFP process has been posted through TTC's Bonfire Portal. All requests shall be in writing to the RFP Contact and shall be made within 60 days of the date of notification of outcome on the Bonfire Portal.

3.3.3 Procurement Protest Procedure

If a proponent wishes to challenge the RFP process or its outcome, it shall provide written notice to the TTC. As an agency of the City of Toronto (City), TTC will employ the City's bid dispute process which is publicly available at the link below. For this purpose, the City titles shall be defined as follows: The City shall be TTC; Chief Purchasing Officer shall be TTC's Head, Procurement and Category Management; City Solicitor shall be TTC's General Counsel; and Treasurer shall be TTC's Chief Financial Officer.

<https://www.toronto.ca/wp-content/uploads/2017/08/8f6e-Pre-Award-and-Post-Award-Dispute-Procedures.pdf>

3.4 Conflict of Interest and Prohibited Conduct

3.4.1 Conflict of Interest

For the purposes of this RFP, the term "Conflict of Interest" includes, but is not limited to, any situation or circumstance where:

- (a) In relation to the RFP process, the proponent has an unfair advantage or engages in conduct, directly or indirectly, that may give it an unfair advantage including, but not limited to, (i) having, or having access to, confidential information of TTC in the preparation of its Proposal that is not available to other proponents; (ii) communicating with any person with a view to influencing preferred treatment in the RFP process (including, but not limited to, the lobbying of decision makers involved in the RFP process); or (iii) engaging in conduct that compromises, or could be seen to compromise, the integrity of the open and competitive RFP process or render the RFP process non-competitive or unfair;

or,

- (b) in relation to the performance of its contractual obligations under a contract for the Deliverables, the proponent's other commitments, relationships, or financial interests, (i) could, or could be seen to, exercise an improper influence over the objective, unbiased, and impartial exercise of its independent judgement; or (ii) could, or could be seen to, compromise, impair, or be incompatible with the effective performance of its contractual obligations.

3.4.2 Disqualification for Conflict of Interest

TTC may disqualify a proponent for any conduct, situation, or circumstance determined by TTC, in its sole and absolute discretion, that constitutes a Conflict of Interest.

3.4.3 Disqualification for Prohibited Conduct

TTC may disqualify a proponent, rescind a notice to negotiate, or terminate the Contract subsequently entered into if TTC determines that the proponent has engaged in any conduct prohibited by this RFP.

3.4.4 Prohibited Proponent Communications

Proponents shall not engage in any communications that could constitute a Conflict of Interest and should take note of the Conflict of Interest declaration set out in the Submission Form 1 – Company Submission Form. In addition, except with the RFP Contact, proponents shall not discuss or communicate, either verbally, or in writing, with any employee, officer, agent, elected or appointed official, or other representatives of TTC in relation to this RFP between the time of the issuance of the RFP to the award of a contract.

3.4.5 Proponent Not to Communicate with Media

Proponents shall not at any time, directly or indirectly, communicate with the media in relation to this RFP or any Contract entered into pursuant to this RFP without first obtaining the written permission of the RFP Contact.

3.4.6 No Lobbying

Chapter 140, Lobbying, of the City of Toronto Municipal Code shall apply to this RFP. Proponents shall not, in relation to this RFP or the RFP process including, but not limited to, the evaluation and selection process, engage directly or indirectly in any form of political or other lobbying whatsoever to influence the selection of the successful proponent.

3.4.7 Illegal or Unethical Conduct

Proponents shall not engage in any illegal business practices, including activities such as bid-rigging, price-fixing, bribery, fraud, coercion, or collusion. Proponents shall not engage in any unethical conduct, including lobbying or other inappropriate communications, offering gifts to any employees, officers, agents, elected or appointed officials, or other representatives of TTC, deceitfulness, submitting Proposals containing misrepresentations or other misleading or inaccurate information, or any other conduct that compromises or may be seen to compromise the competitive process provided for in this RFP.

3.4.8 Past Performance or Past Conduct

TTC may prohibit a current or former proponent from participating in the RFP process based on past performance or based on inappropriate conduct in a prior procurement process including, but not limited to:

- (a) illegal or unethical conduct as described in section 3.4.7;
- (b) the refusal of the proponent to honour its submitted pricing or other commitments; or
- (c) any conduct, situation, or circumstance determined by TTC, in its sole and absolute discretion, to have constituted an undisclosed Conflict of Interest.

3.5 Confidential Information

3.5.1 Confidential Information of TTC

All information provided by or obtained from TTC in any form in connection with this RFP either before or after the issuance of this RFP:

- (a) is the sole property of TTC and shall be treated as confidential;

- (b) is not to be used for any purpose other than replying to this RFP, participating in the RFP process, and performing under any subsequent contract for the Deliverables;
- (c) shall not be disclosed without prior written permission from TTC; and
- (d) shall be returned by the proponent to TTC immediately upon the request of TTC.

3.5.2 Confidential Information of Proponent

A proponent shall identify any information in its Proposal or any accompanying documentation supplied in confidence for which confidentiality shall be maintained by TTC. The confidentiality of such information will be maintained by TTC, except as otherwise provided by the Municipal Freedom of Information and Protection of Privacy Act, any other applicable law, or by order of a court or tribunal. Proponents are advised that their Proposals will, as necessary, be disclosed, on a confidential basis, to consultants retained by TTC to advise or assist with the RFP process, including the evaluation of Proposals. If a proponent has any questions about the collection and use of personal information pursuant to this RFP, questions are to be submitted to the RFP Contact.

3.6 Procurement Process Non-Binding

3.6.1 No Contract A and No Claims

This procurement process is not intended to create and will not create a formal, legally binding bidding or contract process and will instead be governed by the law applicable to direct commercial negotiations. For greater certainty and without limitation,

- (a) this RFP will not give rise to any tendering law duties (including the generally referred to 'Contract A') or any other legal obligations arising out of any process contract or collateral contract; and
- (b) neither the proponent nor TTC will have the right to make any claims (in contract, tort, or otherwise) against the other with respect to the award of a contract, failure to award a contract, or failure to honour a Proposal submitted in response to this RFP.

3.6.2 No Contract until Execution of Written Agreement

This RFP process is intended to identify prospective proponent(s) for the purposes of negotiating potential contract(s). No legal relationship or obligation regarding the procurement of any good or service will be created between the proponent and TTC by this RFP or by the RFP process until the successful negotiation and execution of a written agreement for the acquisition of such goods and/or services.

3.6.3 Non-binding Price Estimates

While the pricing information provided in a Proposal will be non-binding prior to the execution of a written agreement, such information will be assessed during the evaluation of the Proposal and the ranking of the proponents. Any inaccurate, misleading, or incomplete information, including withdrawn or altered pricing, may adversely impact any evaluation or the decision of TTC to enter into an agreement for the Deliverables.

3.6.4 Cancellation

TTC may cancel or amend the RFP process without liability at any time.

3.7 Governing Law and Interpretation

Part 3 - Terms and Conditions of the RFP Process,

- (a) are intended to be interpreted broadly and independently (with no particular provision intended to limit the scope of any other provision);
- (b) are non-exhaustive and will not be construed as intending to limit the pre-existing rights of the parties to engage in pre-contractual discussions in accordance with the common law governing direct commercial negotiations; and
- (c) are to be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein.

[End of Part 3]

APPENDIX A – SUBMISSION FORMS

1. Stage 1 – CCMs Submission Forms

The following forms are to be completed and submitted as part of - Stage 1 –CCMs through TTC's Bonfire Portal at:

<https://ttc.bonfirehub.ca/opportunities/69984>

Form 1 – Changes and Comments to Appendix C – General Conditions

Form 2 - Changes and Comments to Appendix D – Supplementary Conditions

Form 3 - Changes and Comments to Appendix E – Technical Requirements

Form 4 – Proposed Equivalent

2. Stage 2 – Final Submission

The following forms are to be completed and submitted as part of the RFP response through TTC's Bonfire Portal at:

<https://ttc.bonfirehub.ca/opportunities/69981>

Form 5 – Company Submission Form

Form 6 – Pricing Schedule

Form 7 – Options and Alternatives List

Form 5 – Company Submission Form

1. Proponent Information

| | |
|---|--|
| Please fill out the following form, naming one person to be the contact for the Proposal and for any clarifications or communication that might be necessary. | |
| Full legal name of Proponent: | |
| Any other relevant name under which Proponent carries on business: | |
| Street address: | |
| City, Province/State: | |
| Postal code: | |
| Phone number: | |
| Company website (if any): | |
| Proponent contact name and title: | |
| Proponent contact phone: | |
| Proponent contact email: | |

2. Acknowledgment of Non-Binding Procurement Process

Proponent acknowledges that the RFP process will be governed by the terms and conditions of the RFP and that, among other things, such terms and conditions confirm that the RFP process does not constitute a formal, legally binding bidding process (and for greater certainty, does not give rise to a Contract A bidding process contract) and that no legal relationship or obligation regarding the procurement of any good or service will be created between TTC and Proponent unless and until TTC and Proponent execute a written agreement for the Deliverables pursuant to a subsequent invitational second-stage procurement process.

3. Ability to Provide Deliverables

Proponent has carefully examined the RFP documents and has a clear and comprehensive knowledge of the Deliverables required. Proponent represents and warrants its ability to provide the Deliverables in accordance with the requirements of the RFP.

4. No Prohibited Conduct

Proponent declares that it has not engaged in any conduct prohibited by the RFP.

5. Conflict of Interest

Proponent must declare all potential Conflicts of Interest, as defined in section 3.4.1 – Conflict of Interest of the RFP. This includes disclosing the names and all pertinent details of all individuals (employees, advisers, or individuals acting in any other capacity) who, (a) participated in the

preparation of the Proposal; **AND** (b) were employees of TTC within twelve (12) months prior to the Submission Deadline.

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

Otherwise, if the statement below applies, check the box.

- Proponent declares that there is an actual or potential Conflict of Interest relating to the preparation of the Proposal, and/or Proponent foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the RFP.

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

6. Disclosure of Information

Proponent hereby agrees that any information provided in this Proposal, even if it is identified as being supplied in confidence, may be disclosed where required by law or by order of a court or tribunal. Proponent hereby consents to the disclosure, on a confidential basis, of the Proposal by TTC to the advisers retained by TTC to advise or assist with the RFP process, including with respect to the evaluation of the Proposal.

Signature of Proponent Representative

Name of Proponent Representative

Title of Proponent Representative

Date

I have the authority to bind the Proponent.

Notes:

1. The Work shall be performed in accordance with the Contract Documents at the unit prices stated herein. The estimated quantities are estimates only and provided for evaluation purpose only, and billing will be based on the actual quantities at the unit price submitted.
2. In accordance with SC8 - Delivery and Shipping Instructions, the Contractor is responsible for customs clearance of any tools, materials, equipment or spare parts imported into Canada by it for use in performing the Work under the Contract. The Contractor is responsible for any customs duties, excise taxes and the Goods and Services Tax (GST) or Harmonized Sales Tax (HST), if applicable, assessed by the customs officials and payable to the Canada Border Services Agency.

| Licenced to collect Harmonized Sales Tax (HST) in Canada? (<u>must</u> check one) | | | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
|---|--|------------|------------------------------|-----------------------------|
| Item No. | Description | Unit Price | Estimated Quantity | Extended Price |
| Note: Unit Price for Supply of Swing Loaders for Streetcars shall be inclusive of Air Conditioning Tax, Fuel Conservation Tax, levies, duties, surcharges, freight FOB Site and applicable manuals and all other costs. | | | | |
| 1 | Supply of Swing Loaders for Streetcars | | | |
| 1.1 | Base Vehicle - Supply of Swing Loaders for Streetcars in accordance with the attached Specification PB 1189(A) | | 2 | \$ - |
| Total Evaluated Price (HST INCL.) | | | | \$ - |

1. The Work shall be performed in accordance with the Contract Documents at the unit prices stated herein.
2. Enter requested information in below cells. The Unit Prices includes duties, allowances, brokerage charges, freight FOB TTC, and all other costs, and fees for applicable permits, approvals, notices and similar fees of

2.1 Options for all Types of Vehicles

| Specification PB1189(A) Sections | Specification Detail | Chosen (y/n) | Description | Unit Price (HST excluded) |
|----------------------------------|--|--------------|-------------|---------------------------|
| 12 | Extended Warranty | | | |
| 13.7 | Insulated Hi-Rail | | | |
| 13.27 | Auxiliary Hydraulic Cooler | | | |
| 13.28 | Hydraulic Top-Off System | | | |
| 13.40 | Geo-Fencing | | | |
| 13.41 | Emergency Power Unit | | | |
| 13.42 | Turn Singals/ Hazard Lights | | | |
| 13.43 | Brakes on the rail wheels (steel wheels) | | | |
| 13.44 | Front and Rear Fenders | | | |
| 13.45 | Heavy-duty rear bumper | | | |
| 13.46 | Buggy/rail cart brakes | | | |
| 13.47 | Hydraulic tool circuit hose reel | | | |

| | | | | |
|-------|---|--|--|--|
| 13.48 | Tow hitch (front/rear) | | | |
| 13.49 | Tow bar | | | |
| 13.50 | Pintle hitch (front/rear) | | | |
| 13.51 | Derail Guards | | | |
| 14.4 | Rear Window Defrost | | | |
| 14.6 | Windshield Wipers (Rear) | | | |
| 14.8 | Operator Seat (Air Suspension Seat) | | | |
| 14.9 | Passenger Seat | | | |
| 14.11 | Mirrors (Powered, left side and right side) | | | |
| 14.12 | Mirrors (Heated) | | | |

3.1 LIST OF RECOMMENDED OPTIONAL OR ALTERNATIVE FEATURES

No Options or Alternatives offered.
 or
 We offer the following and attach all pertinent information with the +/- COST DIFFERENCE TO BASE TOTAL EVALUATED BID PRICE STATED IN 00 41 00 Appendix B – PRICE SCHEDULE.

| Description | Base (Net +/- cost difference, HST excluded) |
|-------------|--|
| | |
| | |
| | |

APPENDIX B – ARTICLES OF AGREEMENT

Refer to file, "Appendix B - Articles of Agreement.pdf"

THESE ARTICLES OF AGREEMENT made this ____ day of _____, _____.

BETWEEN:

TORONTO TRANSIT COMMISSION
(hereinafter called "TTC")

and

[CONTRACTOR]
(hereinafter called the "Contractor")

WHEREAS TTC issued Request for Proposal P73SJ23286 for the Work and the Contractor responded to the RFP on [insert date].

AND WHEREAS TTC and the Contractor participated in a negotiated procurement process in respect of the Work under the RFP.

NOW THESE PRESENTS WITNESS that the Parties agree as follows:

1. The Contractor shall perform the Work at the total Contract Price of [insert amount written] (\$[insert amount numerical]) in Canadian funds, which includes all applicable taxes and duties and all other costs, as detailed in the attached Schedule A – Pricing Schedule, and in accordance with the Contract Documents, and these Articles of Agreement, which form a part of the Contract Documents as defined in the attached General Conditions and Supplementary Conditions.
2. The Contractor shall, in the performance of the Contract, perform, fulfil, keep, and abide by all the terms, clauses, and conditions of the Contract Documents.
3. Save and except for the applicability of liquidated damages as set out in SC15 – LIQUIDATED DAMAGES of the attached Supplementary Conditions, time shall be of the essence in the Contract and the Contractor agrees, subject to the terms and conditions of the Contract Documents, to execute the Work in accordance with the Milestones as detailed in the Contract Documents.
4. TTC may exercise its right to purchase the [options] [and/or] [alternatives] as provided in and at the price detailed in the attached [Form 7 – Options and Alternative List].
5. TTC shall pay the Contractor the total Contract Price, in Canadian currency, for the performance of the Work and to make payment on account as provided and in accordance with the Contract Documents.
6. All capitalized terms as used in these Articles of Agreement, unless otherwise defined herein, shall have the meaning as set out in the attached General Conditions.

The Contractor and TTC, for themselves, their successors, executors, administrators, and permitted assignees, hereby agree to the full performance of the covenants herein contained.

These Articles of Agreement may be executed in any number of counterparts. Either party may send a copy of its executed counterpart to the other party electronically instead of delivering a signed original of that counterpart. Each executed counterpart (including each copy sent electronically) will be deemed to be an original; all executed counterparts taken together will constitute one agreement.

IN WITNESS WHEREOF the authorized officers of the parties have signed these Articles of Agreement on the day and year first above written and hereby confirm authority to bind their respective corporations.

TORONTO TRANSIT COMMISSION

Per: _____
(Signature)
Name: _____
Title: _____

I have authority to bind the corporation.

[CONTRACTOR]

Per: _____
(Signature)
Name: _____
Title: _____

Per: _____
(Signature)
Name: _____
Title: _____

I/We have authority to bind the corporation.

END OF SECTION

SCHEDULE A – PRICING SCHEDULE

APPENDIX C – GENERAL CONDITIONS

Refer to file, "GENERAL CONDITIONS.pdf"

SCHEDULE A - Non Disclosure Agreement

Refer to file, "Schedule A – Non Disclosure Agreement.pdf"

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APPENDICES

Schedule A - Non-Disclosure Agreement

GC1 DEFINITIONS

- 1.1 The following definitions shall apply to all Contract Documents and references to the masculine or singular throughout the Contract Documents shall be considered to include the feminine and the plural respectively, and vice versa as the context requires.
- 1.1.1 "ABCC" shall mean the Province of Ontario or City of Toronto or an Agency, Board, Commission or Corporation of the Province or the City. Each ABCC has its own relationship with the Province or City and administers important services to the residents of the Province or the City.
- 1.1.2 "Accessibility for Ontarians with Disabilities Act" means the *Accessibility for Ontarians with Disabilities Act, 2005*, S.O. 2005, c. 11, as amended from time to time.
- 1.1.3 "Affiliate" shall have the meaning set out in the Business Corporations Act, as that term is defined herein.
- 1.1.4 "Applicable Laws" shall mean the meaning as given in GC4.1.
- 1.1.5 "Articles of Agreement" means the document issued by TTC, confirming the award of the Contract to the Contractor upon the terms and conditions as stated in the Contract Documents.
- 1.1.6 "Business Corporations Act" shall mean the Canada Business Corporations Act R.S.C. 1985, c. C-44, as amended.
- 1.1.7 "Business Day" shall mean any day that TTC Head Office, located at 1900 Yonge St., Toronto, ON M4S 1Z2, is open for business, which excludes Saturday, Sunday, Civic Holiday, Family Day (as defined in the Employment Standards Act, 2000, S.O. 2000, c.41, as amended from time to time), and any statutory holiday in the Province of Ontario.
- 1.1.8 "Claims" shall mean any and all actual, threatened or potential claims, demands, proceedings, complaints, grievances, actions, adjudications, litigation, applications, suits, causes of action, orders, charges, arbitrations or other similar process, of whatsoever kind or nature (whether civil, administrative, regulatory, arbitral or otherwise), and Losses in respect of the foregoing matters
- 1.1.9 "Claim Notice" means a notice in writing by the Contractor, made in accordance with GC31.
- 1.1.10 "Contract" shall mean the undertaking by the TTC and the Contractor to perform their respective duties, responsibilities and obligations as prescribed in the Contract Documents.
- 1.1.11 "Contract Amendment" shall mean a written instruction for an agreed final amount, issued by the TTC, to the Contractor for additions, deletions or other revisions to the Work as specified in the Contract Documents.
- 1.1.12 "Contract Completion" shall mean when the entire Work, except those items arising from the provisions of the Supplementary Condition entitled WARRANTY, has been performed to the requirements of the Contract Documents and is so certified by the TTC's Representative on the date set out by TTC in a letter issued by TTC deeming "Contract Completion".
- 1.1.13 "Contract Documents" shall mean the Contract Amendments, Articles of Agreement, Purchase Order, Addenda, Supplementary Conditions, General Conditions, Specifications, Contract Drawings, Information Available To Proponent and the Contractor's Proposal.

- 1.1.14 "Contract Drawings" or "Drawings" shall mean the graphic and pictorial portions of the Contract Documents showing the design, location and dimensions of the Work, generally including plans, elevations, sections, details, and diagrams and the shop drawings and other drawings submitted by the Contractor and reviewed and accepted by the TTC's Representative.
- 1.1.15 "Contract Price" shall mean the price stipulated in the Purchase Order, and unless otherwise stated, as may be adjusted in accordance with the terms of a Contract Amendment.
- 1.1.16 "Contract Delivery Schedule" shall mean the most recent schedule indicating the timing of major activities of the Work submitted by the Contractor and approved in writing by the TTC's Representative.
- 1.1.17 "Contractor" shall mean the person or entity named in the Purchase Order as "Contractor", including its successors and/or assignees. The Contractor includes the Contractor's authorized representative as designated to TTC, in writing, from time to time.
- 1.1.18 "COVID-19" shall mean the novel coronavirus outbreak, classified as a pandemic by the World Health Organization on March 11, 2020.
- 1.1.19 "Day" shall mean a calendar day.
- 1.1.20 "Event of Default" has the meaning as set out in GC11.
- 1.1.21 "Force Majeure Event" shall mean acts of God, public enemies, acts of governments or foreign states, epidemics, quarantine restrictions, fires or floods that were not caused or contributed to by any act, fault or omissions of the Contractor, strikes, lockouts or organizations of workers, embargoes by transportation companies or public authorities, riots, insurrections, wars, pestilence, lightning, earthquakes, cyclones, issuance of a direction or stop work order related to all or a portion of the Work by a court of competent jurisdiction or other public authority provided that such order was not issued as a result of any act, fault or omission of the Contractor, or other causes which TTC determines in its sole discretion to be wholly beyond the control of the parties but precipitation, cold or hot weather, unseasonable or otherwise, shall not mean a force majeure event.
- 1.1.22 "Good Industry Practice" shall mean using standards, practices, methods and procedures to a good commercial standard, conforming to Applicable Laws, and exercising that degree of skill and care, diligence, prudence, and foresight which would reasonably and ordinarily be expected from a qualified, skilled and experienced person engaged in a similar type of undertaking under the same or similar circumstances.
- 1.1.23 "Integrated Accessibility Standards" means O. Reg. 191/11 Integrated Accessibility Standards under the Accessibility for Ontarians with Disabilities Act, as amended from time to time.
- 1.1.24 "Limitations Trigger Date" shall mean, the earlier of:
- 1.1.24.1 the date of Notice of Termination;
 - 1.1.24.2 the date of Contract Completion.
- 1.1.25 "Losses" shall mean any and all losses, debts, expenses, liabilities, damages, obligations, payments, fines and costs.
- 1.1.26 "Milestone" shall mean any event, date or time specified in the Contract by which the Work, or a certain portion or scope of the Work, shall be commenced and/or completed.
- 1.1.27 "Notice of Suspension" has the meaning as set out in GC10.

- 1.1.28 "Notice to Proceed" or "Pre-Production Notice" shall mean written notification by the TTC authorizing the Contractor to proceed with performing the Work as agreed. For greater clarity a written notification can be an email or a Work Order Release as applicable.
- 1.1.29 "Notice of Termination" shall mean written notice of termination of the Contract by TTC in accordance with GC13.1.
- 1.1.30 "Notice of Termination for Convenience" has the meaning as set out in GC20.1.
- 1.1.31 "Notification of Award" shall mean the Purchase Order provided to the Contractor by TTC.
- 1.1.32 "Parent Company" shall mean a company that controls the Contractor if the Contractor is a subsidiary body corporate, as defined by the Business Corporations Act.
- 1.1.33 "Permits, Licences and Approvals" shall mean all permissions, consents, approvals, certificates, permits, licences, agreements and authorizations to be obtained by the Contractor in accordance with this Contract and as required by Applicable Laws, and the Contractor shall pay for any associated fees.
- 1.1.34 "Products" shall mean materials, machinery, equipment and/or fixtures forming the Work.
- 1.1.35 "Proposal" shall mean the written offer of a Proposal to perform the Work, as amended by the terms and conditions of the Purchase Order.
- 1.1.36 "Proponent" shall mean the party submitting a Proposal for the Work.
- 1.1.37 "Purchase Order" or "P.O." shall mean the document issued by TTC, confirming the award of the Contract to the Contractor upon the terms and conditions as stated in the Contract Documents.
- 1.1.38 "RFP" shall mean the request for proposals documents to which the Proponent submitted a Proposal to perform the Work. For greater certainty the "Closing" or "Closing date" of the RFP shall be the date and time deadline indicated in the RFP, as amended, by which Proposals must be submitted.
- 1.1.39 "Site" shall mean the land or actual place or location designated by TTC to which the Work is delivered to.
- 1.1.40 "Specifications" shall mean written descriptions or instructions pertaining to the performance of the Work under the Contract, including but not limited to the qualitative and quantitative requirements for Products, standards, services, processes and workmanship.
- 1.1.41 "Subcontractor" shall mean the individual, firm, partnership, or corporation having a direct contract with the Contractor to perform a part or parts of the Work including the supply of Products worked to a special design according to the Contract Documents.
- 1.1.42 "Technical Data" has the meaning as defined in Appendix E – Technical Requirements.
- 1.1.43 "TTC" shall mean the Toronto Transit Commission continued pursuant to the City of Toronto Act, 2006, S.O. 2006, c. 11, Sched. A, as amended, and includes TTC's authorized representative as designated to the Contractor, in writing, from time to time, its employees, agents, Commissioners, construction management consultants, administrators, officers, or representatives.
- 1.1.44 "TTC Representative" shall mean the duly authorized representative, designated from time to time by the TTC, to exercise such power, authority or discretion as is required under the Contract.

- 1.1.45 "Warranty Requirements" shall have the meaning as set out in SC9.
- 1.1.46 "Work" or "Works" shall mean the design, manufacture, fabrication, supply and/or related services, required by the Contract.
- 1.1.47 "Worker" shall mean any individual that the Contractor or a Subcontractor employs, contracts with or assigns to perform Work.

GC2 LANGUAGE OF THE CONTRACT

- 2.1 Communications between the Contractor and the TTC shall be in the English language and said communication shall include, but not be limited to, all documents, notes on drawings and submissions required under the Contract.

GC3 INTENT OF THE CONTRACT

- 3.1 The intent of the Contract is for the Contractor to provide everything necessary for the proper performance and completion in every detail of the Work described or implied by the Contract Documents including all Contract Amendments.
- 3.2 The Contractor shall perform the Work stipulated in the Contract Documents, and shall furnish, unless otherwise provided in the Contract, everything necessary for the proper performance and completion of the Work.
- 3.3 The Contractor shall not assign, transfer, convey, sell or otherwise dispose of the whole or any part of the Contract without the written consent of the TTC. Notwithstanding the foregoing, the Contractor acknowledges and agrees that TTC may assign the Contract, or any portion thereof, without the consent of the Contractor.
- 3.4 Nothing contained in the Contract Documents shall imply or create any contractual relationship between any Subcontractor and the TTC.
- 3.5 The Contractor shall exercise its rights and perform its obligations at its own cost and risk without recourse to the TTC, except as otherwise provided in this Contract, in which case the Contractor's sole recourse with respect to the subject matter of this Contract shall be the TTC.
- 3.6 Any technical term used in this Contract that is not defined in this Contract will have the generally accepted industry or technical meaning given to such term.
- 3.7 Save and except for as provided in the Supplementary Condition entitled Contract Documents, the division of this Contract into Conditions, Divisions, Sections, subsections, clauses, sub clauses, paragraphs, subparagraphs, parts and articles and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation of this Contract.
- 3.8 In this Contract, words in the singular include the plural and vice versa and words in one gender include all genders. "Including" means "including without limitation" and is not to be construed as limiting any general statement which it follows to the specific or similar items or matters immediately following it.
- 3.9 The Contract, including all Contract Documents, constitutes the entire agreement between the Contractor and TTC pertaining to the Work.
- 3.10 Any reference in the Contract to any statute or Act, shall be deemed to include any Regulations made thereunder.
- 3.11 Severability:
 - 3.11.1 Any condition, section, subsection or other subdivision of this Contract or any other provision of this Contract which is, or becomes, illegal, invalid or unenforceable, shall

be severed from this Contract and be ineffective to the extent of such illegality, invalidity or unenforceability and shall not affect or impair the remaining provisions hereof.

- 3.11.2 Except as expressly provided herein, the Contract shall not be altered or changed in any way except in writing by TTC.

GC4 LAWS TO BE OBSERVED

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

GC5 TAXES AND DUTIES

- 5.1 The Contract Price shall be deemed to be inclusive of all Canadian federal taxes including applicable tax under the Excise Tax Act and all customs duties applicable under the Customs Act and all Ontario provincial taxes applicable under the Retail Sales Tax Act, R.S.O. 1990, c. R.31 in force or announced prior to the Closing Date, unless explicitly stated otherwise in the Contract Documents. .
- 5.2 If a change in the tax or duty payable is announced subsequent to the RFP closing date, any change in tax or duty payable will be to the account of the TTC. No additional costs for administration or overhead and profit will be allowed on such changes and the Contractor shall supply at no cost to the TTC, sufficient documentation to permit a determination of the resulting change.
- 5.3 Where an exemption or recovery of government sales tax, custom duties or excise taxes is applicable to the Contract, the Contractor shall provide the TTC within 14 Days where required, with all necessary cost information including original invoices and assistance, at no cost, to facilitate such exemption or recovery of taxes and duties to the credit of the TTC.
- 5.4 Where the Contractor clearly indicated in its Proposal that it was not registered to collect applicable Canadian taxes, then the appropriate amount of taxes applicable will be determined and remitted directly by the TTC to the appropriate governmental agency.
- 5.5 The Contractor shall co-operate fully with TTC in order that TTC may obtain any rebates to which it may be entitled under the Customs Act, R.S.C., 1985, c. 1 (2nd Supp.), as amended, the Excise Tax Act, R.S.C., 1985, c. E-15, as amended, and the Retail Sales Tax Act, R.S.O. 1990, c. R.31, as amended.

GC6 PERMITS AND THIRD PARTY INSPECTIONS AND APPROVALS

- 6.1 The Contractor shall apply for and obtain in its own name, Permits, Licences and Approvals and shall pay fees and give notices necessary and incidental to the due and lawful performance of the Work, in accordance with the Specifications.

- 6.2 In the performance of the Contract, the Contractor shall observe, abide by and comply with all permissions, consents, Approvals, certificates, permits, licences, agreements and authorizations which may be obtained by TTC and as required by Applicable Laws.
- 6.3 If the Work is designated for special tests, inspection or approvals in the Contract Documents or by TTC's instructions or by Applicable Laws, TTC shall not be responsible or liable, in any way, for the actions, delays, or lack or omission to act of any inspectors, inspections, tests or approvals that may be required, including in obtaining any approval that is provided or required by an inspector or inspection. The Contractor shall not be entitled to any adjustments in Contract Price or Contract Time or Milestone(s) arising or resulting from any action, delays, or omission to act, in relation to an inspector, inspection, test or approval.

GC7 PROPRIETARY RIGHTS

- 7.1 If any design, device, process or material covered by a letters patent or trade mark, copyright, industrial design, trade secrets or other forms of intellectual property, is provided by the Contractor under the Contract, the Contractor shall indemnify, defend and save the TTC harmless from any action or claim arising out of the infringement or alleged infringement of any valid or allegedly valid patent, trademark, copyright, industrial design, trade secret or other forms of intellectual property and shall indemnify the TTC for any cost, expense and damages which it may suffer or be obliged to pay by reason of such action or claim.
- 7.2 The Contractor shall pay royalties and patent fees required for the performance of the Contract.
- 7.3 Any drawings, documents, technical data, methods, processes, tooling, and inventions; whether conceived, or developed and produced during the course of the Contract specifically for the purposes of completing the Contract, shall be the property of the TTC, who shall have sole exclusive rights for subsequent use of same, except as may otherwise be granted by the TTC.
- 7.4 The TTC has the right, within the scope of the Contract and for the sole purpose of operating, maintaining and subsequently modifying the Work, to use, display, or otherwise reproduce the following Technical Data and the information conveyed therein, in whole or in part:
- 7.4.1 Manuals or instructional materials prepared for installation, operating, maintenance or training purposes;
 - 7.4.2 Technical Data pertaining to items, components or processes which were prepared for the purpose of identifying sources, size, configuration, mating and attachment characteristics, functional characteristics and performance requirements;
 - 7.4.3 Other Technical Data which has been or is normally furnished without restriction by the Contractor or Subcontractors;
 - 7.4.4 Computer and microprocessor software documentation including program design language or pseudo-code listings, fully annotated source code and machine level listings;
 - 7.4.5 In the event that the Contractor and/or its Subcontractors require an agreement prior to providing confidential Technical Data to the TTC, then the TTC will enter into a non-disclosure agreement acceptable to said parties to ensure delivery of confidential technical data pursuant to the Contract Documents;
 - 7.4.6 Other specifically described Technical Data, which the parties agree will be furnished without restriction.
- 7.5 No such copyrighted matter, shall be included in Technical Data furnished hereunder unless the written permission of the copyright owner has been obtained by the Contractor for use by the TTC in the manner herein described.

- 7.6 The Contractor shall report to the TTC promptly and in written detail each notice or claim of copyright infringement received by the Contractor with respect to any Technical Data provided in accordance with GC7 – PROPRIETARY RIGHTS.
- 7.7 The Contractor hereby permanently waives in favour of the TTC, any moral rights as defined in the Copyright Act, R.S. 1985. c.C-42, which it may have in or to any copyrighted material and shall provide to the TTC at Contract Completion or at such other time as the TTC may require, a written permanent waiver, in a form acceptable to the TTC, of moral rights of every author who contributed to such copyrighted materials.

GC8 AUTHORITY OF TTC

- 8.1 The TTC's Representative shall represent the TTC upon issuance of the Notification of Award until completion of the Contract and shall have authority to act on behalf of the TTC to the extent provided in the Contract Documents. The TTC's instructions to the Contractor shall be forwarded through the TTC's Representative.
- 8.2 The TTC's Representative shall decide questions which arise relating to the performance of the Work, the rate of progress, the quality and acceptability of Products furnished, the interpretation of the Contract Documents and the mutual rights as between the Contractor and other Contractors working on the Site.
- 8.3 The TTC's Representative has the authority to reject Work which, in the TTC's Representative's opinion, does not conform to the Contract Documents and to require special inspection or testing of the Work, whether or not such Work is fabricated, installed or completed. Neither the TTC's Representative's authority to act nor decisions made to exercise or not to exercise such authority in accordance with the Contract shall give rise to any duty or responsibility of the TTC's Representative to the Contractor or its Subcontractors.
- 8.4 The TTC's Representative will prepare and issue, if appropriate, Contract Amendments in accordance with GC17 - CHANGES IN THE WORK and GC18 - VALUATION OF CHANGES IN THE WORK.
- 8.5 The TTC's Representative may for cause, direct any part of the Work to be commenced and/or completed in priority to any other part of the Work.
- 8.6 In the event of a dispute between the Contractor and TTC as to the interpretation of the Contract, TTC's interpretation shall govern and the Contractor shall proceed with the Work of the Contract in accordance with the Contract Documents as interpreted by TTC. The Contractor shall proceed diligently with the performance of the Contract as interpreted by TTC without any interruptions or delay.

GC9 INSPECTION OF THE WORK BY TTC OR THIRD PARTIES

- 9.1 The TTC's Representative shall, at all times, be provided access to the Work. Work to be done under the Contract shall be done to the satisfaction of the TTC's Representative who has the discretionary authority to reject Work which, in the TTC's Representative's opinion, does not conform to the requirements of the Contract Documents. Defects and deficiencies shall be corrected by the Milestone date(s) or as mutually agreed upon between the TTC's Representative and the Contractor.
- 9.2 If the Work is designated for special tests, inspection or approvals in the Contract Documents or by the TTC's Representative's instructions or by the applicable statutes, regulations and by-laws, the Contractor shall give the TTC's Representative timely notice regarding such inspections. Inspections by the TTC's Representative will be made promptly. The Contractor shall arrange for inspections by other applicable authorities and shall give the TTC's Representative timely notice of such inspections.

- 9.3 If the Contractor fails to provide timely notice to the TTC's Representative of any special tests, inspections or approvals required by the Contract Documents, it shall be required to repeat such tests or inspections at its expense if directed by the TTC's Representative.
- 9.4 Any part or parts of the Work may be specially examined for compliance with the Contract Documents if so ordered by the TTC's Representative. If, upon examination, such Work is found not to be in accordance with the Contract Documents, the Contractor shall correct such Work and pay the cost of examination and correction. If such Work is found to be in accordance with the Contract Documents, the TTC will pay the cost of examination and reinstatement.
- 9.5 Neither testing, inspection, payment or acceptance of the Work by TTC or third parties shall relieve the Contractor of its responsibilities under the Contract.

GC10 SUSPENSION OR TERMINATION OF THE WORK

- 10.1 When, in TTC's opinion, it is necessary or desirable to suspend the Work, TTC will issue a written notice to the Contractor instructing the Contractor to discontinue or delay the Work ("Notice of Suspension"). The Contractor shall not resume the Work until so instructed by TTC, in writing. The time period from the issuance of the Notice of Suspension until the instruction to resume Work is the "Period of Suspension".
- 10.2 The Contractor, upon receiving the Notice of Suspension, shall, unless expressly stated in the Notice of Suspension, immediately suspend all operations, except those necessary for the safety and protection of personnel and the public and for the care, preservation and protection of the Work, the Site, Products, tools, materials, machinery and equipment and, subject to any instructions in the Notice of Suspension, the Contractor shall discontinue ordering and suspend existing Contracts for Products, materials, facilities and supplies required for the Work. The Contractor shall forthwith take all reasonable necessary measures for the protection of the Work against damage from rain, snow, frost, ice or other causes and shall so maintain the Work and shall be fully responsible for any failure to do so.
- 10.3 The Contractor shall be paid for the agreed upon value of that portion of the Work satisfactorily performed or complete to the date of the notice and if further performance of the Work has been terminated, then any completed Work and any Work in progress shall be handed over to the TTC upon payment for that portion of the total Work of the Contract. The TTC shall not be liable for any other costs arising from such notice including but not limited to loss of anticipated profits or loss of opportunity.
- 10.4 Upon TTC's instruction to resume Work and provided such suspension was not caused or contributed to by the Contractor, the TTC shall grant an extension of time to the Contract Schedule or Milestone(s) as TTC decides after consulting with the Contractor. If TTC and Contractor cannot mutually agree to an extension of time, TTC may at its sole discretion determine the length of the delay and grant an extension of time accordingly by issuance of a Contract Amendment.

GC11 DEFAULT BY THE CONTRACTOR

- 11.1 The Contractor shall be in default of the Contract and TTC may terminate the Contract if the Contractor:
- 11.1.1 Suspends the whole or any part of the Work without cause before Contract Completion;
 - 11.1.2 Fails or refuses to proceed with the Work with due diligence;
 - 11.1.3 Fails to submit when required or refuses to maintain the agreed upon delivery schedule;
 - 11.1.4 Ceases or threatens to cease to carry on its business, or if there occurs, at any time, an act or event of bankruptcy or insolvency of the Contractor (as defined or provided for in any applicable statute), or if any proceedings, voluntary or involuntary, by or against the Contractor under any statute or statutory provisions relating to bankruptcy,

insolvency, liquidation, arrangement, re-organization or dissolution are commenced, or if the Contractor makes any proposal under the Bankruptcy and Insolvency Act, R.S.C., 1985, c. B-3, as amended, or if the Contractor or the property or assets of the Contractor become subject to the Winding-up and Restructuring Act, R.S.C., 1985, c. W-11, as amended, or if any application is made with respect to the Contractor under the Companies' Creditors Arrangement Act, R.S.C., 1985, c. C-36, as amended, or under similar legislation, or if any order shall be made or a resolution passed for the winding up, liquidation or dissolution of the Contractor or if any receiver, receiver and manager, trustee, liquidator or similar official is appointed for the property or assets of the Contractor;

- 11.1.5 Continually or repeatedly refuses or fails to supply sufficient skilled Workers, or Products, plant or equipment of the proper quality or quantity;
 - 11.1.6 Fails to make payments promptly to suppliers or Subcontractors which it is obligated to pay for materials, Products and labour;
 - 11.1.7 Disregards or fails to comply with Applicable Laws or the instructions of TTC;
 - 11.1.8 Fails to comply with the schedule submitted and accepted by TTC in accordance with GC11.3; or
 - 11.1.9 Refuses or fails to perform this Contract in strict accordance with the Contract.
- 11.2 If an Event of Default occurs, TTC may provide written notice to the Contractor specifying the default and instructing the Contractor to remedy such default within 3 Days.
- 11.3 If the Event of Default cannot be corrected within the 3 Days specified, the Contractor shall be in compliance with TTC's instructions if it commences the correction of the Event of Default within the 3 Days specified and provides TTC with a schedule acceptable to TTC for such correction ("Schedule to Cure Default") and completes the correction in accordance with such Schedule to Cure Default. Should TTC accept the Schedule to Cure Default as proposed by the Contractor in accordance with this GC11.3, the Contractor shall be responsible to maintain the Schedule to Cure Default. Should at any time the Contractor fail to comply with the Schedule to Cure Default, the Event of Default shall be deemed not be to corrected and TTC may terminate the Contract, without further notice in accordance with GC13.
- 11.4 If the Contractor fails to correct the Event of Default within the time specified in GC11.2 or the time set out in the Schedule to Cure Default, if applicable, TTC, without prejudice to any right or remedy it may have under GC13, or any other provision of the Contract, may correct such default.
- 11.5 If TTC or any other party under Contract to it, suffers any expense caused by the Event of Default then TTC shall have the right to deduct the value of such expenses from the Contract Price, notwithstanding the correction of the Event of Default within the time specified or subsequently agreed upon.

GC12 DELAY BY THE TTC

- 12.1 If any act, omission or neglect of the TTC, or default of other parties under contract with the TTC, delays the Contractor's the performance of any component of the Work giving rise to the delay occurred with the effect that the Milestone(s) or Contract Schedule are affected then, to the extent affected, upon request by the Contractor, an extension of time to the Contract Schedule or Milestone(s) shall be granted as the TTC decides after consulting with the Contractor. If the TTC and Contractor cannot mutually agree to an extension of time, the TTC may at its sole discretion determine the length of the delay and grant an extension of time accordingly by issuance of a Contract Amendment.

- 12.2 If the Contractor has determined as the result of such delay that it has incurred any cost (which shall not include loss of anticipated profit claims) it shall submit a notice of Claim in accordance with GC31.

GC13 TERMINATION FOR DEFAULT

- 13.1 In the event that the Contractor has been put on notice of the Event of Default and the Contractor fails to:
- 13.1.1 Correct the Event of Default within the time set out in GC11.2 or such other time periods as agreed to, in writing, by TTC;
 - 13.1.2 Fails to maintain the Schedule to Cure Default, if applicable; or
 - 13.1.3 Fails to correct the Event of Default within the time specified in the Schedule to Cure Default, if applicable,
 - 13.1.4 TTC may at any time serve upon the Contractor, written notice of termination of the Contract ("Notice of Termination") and the Contract shall be terminated as of the date of the Notice of Termination.
- 13.2 Within 7 Days of the date of the Notice of Termination TTC may take possession of the Products, tools, construction materials and machinery, equipment, and appliances on the Site and complete the Work by whatever method it deems expedient.
- 13.3 Upon the date of the Notice of Termination, the Contractor shall deliver, free from all encumbrances, such part of the Work as have been constructed and such Products and items of plant and equipment as have been procured. The Contractor shall also deliver to TTC all documents, manuals, warranties and other Contract documentation available as of the date of the Notice of Termination relating to the design, construction and completion for the Work.
- 13.4 The Contractor shall not be entitled to receive any further payment until the Work is completed. If the unpaid balance of the Contract Price,
- 13.4.1 Exceeds the cost of completing the Work and any damages incurred by reason of the Contractor's termination, including the application of liquidated damages, such excess shall be paid to the Contractor; or
 - 13.4.2 Is less than the cost of completing the Work and any damages incurred by reason of the Contractor's termination, including the application of liquidated damages, then the Contractor shall be liable to TTC for any additional cost in completing the Work.
- 13.5 The cost of completing the Work referred to in GC11.4 shall include, but is not limited to, the cost for warranty items, costs incurred by TTC for delay in completing the Work, the costs and expenses to correct any Contractor defaults, costs of correcting any deficiencies and completing the Work, legal costs incurred by TTC, and a reasonable amount to cover any costs and expenses incurred or which may be incurred by TTC in curing or correcting any Work subject to any warranty or guarantee or obligation of the Contractor under the Contract. Furthermore, the cost of completing the Work referred to in GC11.4 shall also include TTC's overhead of 10% of the costs as incurred in accordance with this GC11.5.
- 13.6 For greater clarity, TTC and the Contractor understand that neither is entitled to further payment from the other under this GC13 until the Work is completed and agree, for the purpose of the Limitations Act, that a claim pursuant to GC13.4 shall be discovered on the date the Work is completed, and that GC13.6 is intended to be an agreement to suspend or extend the basic limitation period as contemplated by section 22(3) of the Limitations Act.
- 13.7 Notwithstanding anything to the contrary in this Contract, where the Contractor has been given a notice for an Event of Default as listed in GC11.1.1 to GC11.1.9 (inclusive), TTC may immediately

terminate this Contract by serving a Notice of Termination upon the Contractor regardless of whether the Contractor has previously rectified any default(s).

GC14 CONTRACTOR'S RESPONSIBILITIES

- 14.1 The Contractor shall have complete control of the Work and shall effectively direct and supervise the Work so as to ensure conformance with the Contract Documents. The Contractor shall be solely responsible for production means, methods, techniques, sequences and procedures and for co-ordinating the various parts of the Work under this Contract.
- 14.2 The Contractor shall have the services of a licensed professional engineer available as needed to fulfil the requirements of the Applicable Laws.
- 14.3 The Contractor shall be as fully responsible to the TTC for the acts and omissions of its Subcontractors, suppliers, agents, consultants and persons directly or indirectly employed by the Contractor as it is for its own acts or omissions.
- 14.4 The Contractor shall not employ or permit any Subcontractor to employ a person on the Work who is not fully qualified to perform the assigned Work. TTC, if in agreement with the Contractor, shall have the right for cause to require either the temporary or permanent removal from the Contract of any person employed in any capacity by the Contractor or Subcontractor.
- 14.5 Any review by TTC hereunder does not in any way relieve the Contractor of responsibility for the adequacy of the design and material of the Work and shall not impose any liability, direct or implied, on the part of TTC.

GC15 FORCE MAJEURE

- 15.1 Subject to GC15, if a Force Majeure Event causes or results in the Contractor incurring:
 - 15.1.1 an increase in costs;
 - 15.1.2 a delay, with the effect that the Milestone(s) or Contract Schedule are affected; or
 - 15.1.3 any other impact;the Contractor's sole remedy is a non-compensable extension to any affected Milestone(s) or Contract Schedule. Upon notification by the Contractor of a Force Majeure Event, in accordance with GC31, the non-compensable extension will be granted to any affected Milestone(s) or Contract Time, to the extent affected by the Force Majeure Event. The Contractor shall not be entitled to any compensation on account of any extension to any Milestone(s) or Contract Schedule under GC15. Further, TTC shall have no liability to the Contractor for Losses incurred by the Contractor as a result of any Force Majeure Event.
- 15.2 If a Force Majeure Event prevents or delays TTC from performing any obligation under the Contract, TTC shall be relieved from any liability or consequence under this Contract to the extent that, and for so long as, TTC is affected by the Force Majeure Event and the Contractor's sole remedy is a non-compensable extension as set out in GC15.1.
- 15.3 In respect of each Claim Notice submitted by the Contractor for a Force Majeure Event, the Contractor, as a part of the Claim Statement applicable to such Claim Notice, shall submit the applicable details in respect of an extension to the Contract Schedule or any Milestone(s), any period(s), part(s) or portions(s) thereof, as applicable. If requested by TTC, the Contractor shall provide a detailed schedule delay analysis supporting the Contractor's request and any additional supporting documentation as requested by TTC.
- 15.4 Changes to the Milestone(s) or Contract Schedule under GC15 shall be administered by issuance of a Contract Amendment, unless TTC and Contractor cannot mutually agree to an extension of time then TTC at its sole discretion may determine the length of the extension the

Contractor is entitled to and grant an extension of time accordingly by issuance of a Change Amendment.

- 15.5 The Contractor and TTC agree that COVID-19, including, any federal, provincial, or municipal state of emergency or any statute, law, order or public health recommendations arising therefrom, whether foreseen or unforeseen, whether issued before or after the Closing date, except for a government order under a state of emergency issued after the Notification of Award which requires the Contractor and/or Subcontractor to close its places of business, is not a Force Majeure Event for this Contract and the parties' respective obligations, rights and remedies in connection therewith are as set out in SC20 - COVID-19 PANDEMIC COSTS of Section 00 73 00.

GC16 ADVERTISING AND PUBLIC RELATIONS

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

GC17 CHANGES IN THE WORK

- 17.1 The TTC may make changes in the Work without invalidating the Contract, by altering, adding to or deducting from the Work. No change in the Work shall be undertaken without an authorized Contract Amendment and no change in the Contract Price or in Milestones, shall be valid unless so ordered.
- 17.2 When a Contract Amendment is proposed, the Contractor shall present to the TTC's Representative for approval, its change in the Contract Price and in the Milestones, as applicable. The Contractor shall submit a detailed breakdown of the price of the proposed change giving quantities of labour, material and equipment and the unit prices for same along with substantiating documentation within ten (10) business days after the TTC's Representative has initiated the change request. The Contractor shall supply any additional information in support of the price submitted and/or change in Milestones that the TTC's Representative may request.

GC18 VALUATION OF CHANGES IN THE WORK

- 18.1 The TTC may make changes in the Work without invalidating the Contract, by altering, adding to or deducting from the Work.
- 18.2 No change in the Work shall be undertaken without an authorized Contract Amendment and no change in the Contract Price or in Milestones, shall be valid unless so ordered.
- 18.3 When a Contract Amendment is proposed, the Contractor shall present to the TTC's Representative for approval, its change in the Contract Price and in the Milestones, as applicable. The Contractor shall submit a detailed breakdown of the price of the proposed change giving quantities of labour, material and equipment and the unit prices for same along with substantiating documentation within ten (10) Business Days after the TTC's Representative has initiated the change request. The Contractor shall supply any additional information in support of the price submitted and/or change in Milestones that the TTC's Representative may request.

GC19 SETTLEMENT OF DISPUTES

- 19.1 If a claim or any other dispute arising between the TTC and the Contractor cannot be resolved to the satisfaction of both parties, then the parties may between themselves agree to submit the particular matter for binding arbitration in accordance with the provisions of the Arbitration Act of the

Province of Ontario and amendments thereto, and upon such other terms and conditions as mutually agreed upon by the parties.

- 19.2 The Contractor shall complete the Work, in accordance with the written instruction of the TTC's Representative, notwithstanding any dispute, arbitration or any legal action initiated by either or both of the parties.
- 19.3 Arbitration proceedings shall not take place until the completion or alleged completion of the Work except in a case where the parties agree that a matter in dispute is of such nature as to require immediate consideration while evidence is available.
- 19.4 No action or suit may be brought by the Contractor (including actions or suits claiming contribution or indemnity) until after the Limitations Trigger Date has been processed by the TTC's Representative and that action or suit shall be only for the amount of any difference between the Contractor's account as submitted and the final invoice.

GC20 TERMINATION FOR CONVENIENCE

- 20.1 Notwithstanding any other provisions relating to the TTC's rights to terminate this Contract, the TTC may, by written notice to the Contractor, terminate this Contract for its own convenience at any time if the TTC deems such action necessary or in the best interests of the TTC. The TTC's right to terminate the Contract for its convenience shall be absolute and unconditional and exercisable by the TTC in its sole discretion. Such notice of termination for convenience shall specify the date upon which such termination becomes effective. Upon receipt of such notice, the Contractor shall cease all operations, except as may be directed by the TTC's Representative to complete any unfinished portion of the Work.
- 20.2 The Contractor, upon receiving such notice of termination from the TTC, shall immediately carry out any instructions given and shall proceed with such work as instructed by the TTC's Representative in the notice of termination. Subject to any directions in the notice of termination, the Contractor shall immediately discontinue ordering Products related to the cancelled Work and shall make every reasonable effort to cancel existing orders and sub-contracts related to the Work, on the best terms available.
- 20.3 In the event the Contract is terminated for the convenience of the TTC pursuant to GC20.1, the Contractor shall only be entitled to payment of the following amounts:
- 20.3.1 In the event that no Work is performed and no Products have been purchased for this Contract by the Contractor prior to cancellation of the Contract, the costs incurred in submitting a Proposal for the Contract, providing such costs can be proven.
- 20.3.2 That portion of the Contract Price relating to Work performed to the date of the notice of termination in accordance with the Contract Documents.
- 20.3.3 Cancellation costs (which costs shall not include loss of anticipated profit claims) reasonably incurred by the Contractor as the result of such termination provided the Contractor has substantiated such costs to the TTC's reasonable satisfaction after the TTC has reviewed the details thereof.
- 20.4 The Contractor's obligations as to quality, correction and warranty of any Work performed under this Contract shall continue in force, after such termination.
- 20.5 Once the total effect on the Contract of the said termination has been established, the change to the Contract shall be formalized by the issuance of a Contract Amendment, in accordance with GC18 – VALUATION OF CHANGES IN THE WORK.

- 20.6 Except as describe in this General Condition, the Contractor shall not be entitled to any additional reimbursement on account of any such termination including, without limitation, incidental, special, consequential or other damages, notwithstanding any other provision of the Contract Documents.

GC21 RECORDS AND AUDIT

- 21.1 TTC may inspect and audit the books, payrolls, account and records of the Contractor at any time as deemed necessary by TTC prior to Contract completion and thereafter for a period of two (2) years to verify the Contractor's valuations of Contract Amendments, cancelled Work and claims and the Contractor shall provide certified copies of the books, payrolls, accounts, and any other records to TTC or access to same as required by TTC.
- 21.2 In the case of the Contractor's neglect or failure to observe fully and faithfully the provision of documentation to validate such Contract Amendments, cancelled Work and claims, the Contractor shall forfeit all right to payment there for, which it otherwise might have had and shall not make any claim in respect thereof; and if made, the TTC may reject the same as invalid, and the Contractor shall not have any right of recovery in respect thereof at law or otherwise, unless written consent of the TTC's Representative to the making of such a claim is obtained.
- 21.3 Should an audit disclose any overbilling on the part of the Contractor, the Contractor shall be responsible to repay to the TTC all monies owed by the Contractor as a result of the overbilling or the TTC at its discretion may deduct the overbilling from monies owed to the Contractor. Further the TTC shall have the right at its sole discretion to restrict the Contractor, from submitting a Proposal on future TTC Proposal Requests, for a period of time deemed appropriate by the TTC.

GC22 SEVERABILITY

- 22.1 Any condition, section, subsection or other subdivision of this Contract or any other provision of this Contract which is, or becomes, illegal, invalid or unenforceable, shall be severed from this Contract and be ineffective to the extent of such illegality, invalidity or unenforceability and shall not affect or impair the remaining provisions hereof.

GC23 PROHIBITION AGAINST GRATUITIES

- 23.1 No Contractor and no employee, agent or representative of the Contractor, may offer or give any gratuity in the form of entertainment, participation in social events, gifts or otherwise to any member of the City of Toronto Council or Commissioner of the Toronto Transit Commission, or any officer or employee of the Toronto Transit Commission in connection with or arising from this Contract, whether for the purpose of securing a future contract or seeking favourable treatment in respect to this Contract.
- 23.2 If the TTC determines that sub-item 23.1 has been breached by or with respect to the Contractor, the TTC may preclude the Contractor from Proposalding future TTC work and may terminate this Contract without incurring any liability.

GC24 RESTRICTIONS FROM PROPOSAL, EVALUATIONS OR AWARD OF CONTRACTS

- 24.1 In the event that:
- 24.1.1 TTC provides written notice to the Contractor specifying an Event of Default;
 - 24.1.2 The Contractor is terminated for default by TTC;
 - 24.1.3 An audit conducted under GC21 - RECORDS AND AUDIT of Section 00 72 00 discloses any overbilling on the part of the Contractor;

- 24.1.4 The Contractor receives an unsatisfactory performance rating issued by TTC or by the City of Toronto and/or any of its Agencies, Boards, Commissions or Corporations; or
- 24.1.5 TTC determines that the prohibition against gratuities set out in GC23 - PROHIBITION AGAINST GRATUITIES of Section 00 72 00 has been breached by or with respect to the Contractor;
- 24.2 TTC, City of Toronto or any of the City of Toronto Agencies, Boards, Commissions or Corporations shall have the right at its sole discretion to:
- 24.2.1 Restrict the Contractor, from submitting a Proposal on future Proposal requests for a period of time deemed appropriate by TTC;
- 24.2.2 Reject any Proposal submitted by or refuse to consider or evaluate any Proposal submitted by the Contractor or by any Affiliate or successor of the Contractor or by any entity with whom an officer or director of that entity has in the past been associated in any way with the Contractor;
- 24.2.3 Refuse to award any Contract to the Contractor or to any Affiliate or successor of the Contractor or to any entity with whom an officer or director of that entity has in the past been associated in any way with the Contractor.
- 24.3 TTC may provide information to the City of Toronto and/or any of the City of Toronto Agencies, Boards, Commissions or Corporations, regarding any of the foregoing, which may rely on such information provided by TTC.

GC25 ERRORS, OMISSIONS, DISCREPANCIES OR REQUEST FOR INFORMATION

- 25.1 Notwithstanding the provisions of the supplementary condition entitled CONTRACT DOCUMENTS of Section 00 73 00 Supplementary Conditions, the Contractor shall carefully check the Contract Documents for any errors, omissions or discrepancies. Prior to proceeding with the Work, the Contractor shall notify the TTC's Representative of same and shall not proceed with any such Work affected until it has received direction from the TTC's Representative.

GC26 APPLICABLE POLICIES

- 26.1 The Contractor shall ensure that at all material times during the term of the Contract, its Workers, employees, and Subcontractors (and volunteers if mandated by law), receive training as required under the Accessibility for Ontarians with Disabilities Act and Integrated Accessibility Standards. The Contractor further agrees to comply with the requirements as set out under "AODA Training Requirements" located on TTC's website at <https://www.ttc.ca/transparency-and-accountability/policies/Materials-and-Procurement-Policies/aoda-training-requirements>, which requirements shall be incorporated into these General Conditions by reference and may be updated or changed from time to time at the sole discretion of TTC without notice and the Contractor agrees to comply with the updated or changed requirements.
- 26.2 With respect to the provision, or receipt, as applicable, of the Work and access to the premises, property and employees of TTC, the Contractor shall comply with such applicable policies, procedures, and protocols of TTC as are provided to the Contractor in writing and in advance. TTC may, from time to time, amend its policies, protocols, and procedures or add new policies, protocols, and procedures and, upon providing notice to the Contractor of such requirement, the Contractor shall have an obligation to comply. The Contractor shall be responsible to ensure that its Workers, employees, and Subcontractors comply with such applicable policies, protocols, and procedures. Without limiting the generality of the foregoing, the Contractor shall comply with the requirements described and set out under "Repest And Dignity Policy", "Workplace Violence Policy", "Fitness for

Duty Policy- Expectation For Contractors Procedure", "Whistle Blower Reporting And Protection Policy", "Code Of Conduct Policy", and "Criminal Misconduct Policy" located on TTC's website at: <https://www.ttc.ca/doing-business-with-the-ttc/Procurement-and-Category-Management/about-ttcs-Procurement-and-Category-Management-department/contractor-reference-materials>, which requirements shall be incorporated into these General Conditions by reference and as may be updated or changed from time to time at the sole discretion of TTC without notice and the Contractor agrees to comply and/or ensure its Workers, employees, and Subcontractors comply, as applicable, with the updated or changed requirements.

GC27 SUBLETTING OF THE CONTRACT

- 27.1 Except as specifically indicated in its Proposal, the Contractor shall not subcontract any portion of the Work to any other Subcontractor without the prior approval of the TTC.
- 27.2 The Contractor agrees that it shall:
- 27.2.1 Incorporate the terms and conditions of the Contract Documents into all subcontract agreements it enters into with its Subcontractors;
- 27.2.2 Be as fully responsible to the TTC for the acts and omissions of its Subcontractors, agents and persons directly or indirectly employed by it as for its own acts and omissions.
- 27.3 Nothing contained in the Contract Documents shall imply or create any contractual relationship between any Subcontractor and the TTC.

GC28 CONFIDENTIAL INFORMATION

- 28.1 Except as is specifically required for the performance of the Work the Contractor, its partners, directors, employees, officers, agents and Subcontractors, shall not divulge or use elsewhere, whether in whole or in part, any information regarding the TTC and its operation acquired or discovered during the performance of the Work without the prior written consent of the TTC.
- 28.2 If the TTC is required to provide the Contractor and Contractor's staff with certain "Confidential Information" and/or access to restricted portions of TTC property, the TTC's Representative may at his/her sole discretion, request execution by the Contractor or Contractor's staff and/or Subcontractor's staff, of a Non-Disclosure Agreement, attached as Schedule A to these General Conditions. The Contractor shall execute/have executed and return such Non-Disclosure Agreement(s) to the TTC's Representative within seven calendar days for similar execution by the TTC. A copy of the fully executed Non-Disclosure Agreement(s) will be sent to the Contractor within seven calendar days of execution by the TTC.

GC29 INVOICING AND CORRESPONDENCE

- 29.1 Invoices shall be submitted in Canadian dollars and shall detail the following in a form acceptable to the TTC:
- 29.1.1 General:
- the purchase order number and contract reference number and Work Order/Task number(s), as applicable;
 - applicable Harmonized Sales Tax (HST) shall be shown separately on the invoice;
 - the Contractor's HST registration number;
 - the work period covered by the invoice.
- 29.1.2 Unit Price Basis: include the following:
- Unit Price Rates as listed in the Price Schedule contained in the Contract Documents;

- Quantity of units of Work provided during the billing (which can be supported by actual time sheets, waybills, expense receipts, etc. as applicable, if requested by the TTC's Representative).

29.2 Invoices in duplicate shall be submitted to:

Toronto Transit Commission
(as indicated in the Purchase Order)
Attention: (as indicated in the Purchase Order)

GC30 OTHER PARTICIPANTS

- 30.1 The Contractor acknowledges and agrees that upon request from an ABCC to purchase against the Contract (either through the same Purchase Order or through a separate purchase order), the Contractor shall provide the goods/services to the ABCC at the same pricing and terms and conditions as set out in the Contract.
- 30.2 The TTC reserves the right to add or delete any ABCC and/or additional delivery locations during the term of the Contract.
- 30.3 A listing of current Toronto's ABCC's may be found on the City's website: www.toronto.ca/abcc.
- 30.4 A listing of current Ontario's ABCC's may be found on the Province's website: <https://www.ontario.ca/page/agencies-boards-and-commissions>.

GC31 CLAIMS AND CONTINUANCE OF THE WORK

- 31.1 The Contractor shall give to TTC written notice of its intention to make a Claim called a "Claim Notice". Such Claim Notice must be provided within:
- 10 Days after the commencement of the event giving rise to the Claim
- Or
- within 10 Days of the date it is reasonable to expect that the Contractor ought to have known that event giving rise to the Claim commenced,
- otherwise any Claims by the Contractor in respect of such Claim (including the event giving rise to the Claim) shall be irrevocably barred, and waived and released by the Contractor.
- Such Claim Notice must set forth particulars of the Claim, the probable extent of the Work subject of the Claim, the estimated monetary value involved and/or the relevant provisions of the Contract, or it will not constitute a valid Claim Notice of intent to a Claim and the Contractor will forfeit its right to a Claim.
- 31.2 The Claim Notice shall, to the extent applicable to the Claim:
- 31.2.1 set forth particulars of the Claim;
 - 31.2.2 the probable extent of the Work subject of the Claim;
 - 31.2.3 the estimated monetary value involved;
 - 31.2.4 the date the Contractor first became aware of the event giving rise to the Claim; and
 - 31.2.4 relevant provisions of the Contract upon which the Claim is made.
- 31.3 If the Contractor fails to comply with the above requirements for providing a Claim Notice, it will be deemed that payment for the Claim is already included in the Contract Price and the Contractor shall have no entitlement to additional payment, increase to the Contract Price, or extension to time to the Contract Time or Milestone(s).

- 31.4 Within 30 Days of submitting a Claim Notice, or such other period as may be agreed by TTC in writing, the Contractor shall submit a comprehensive written Claim statement which shall contain a sufficient description of the facts and circumstances of the occurrence that is the subject of the Claim, together with any supporting or substantiating documents, to enable TTC to determine whether or not the Claim is justified. Further, the Contractor shall supply such additional information and documentation to justify its Claim as TTC may request from time to time.
- 31.5 If the Contractor cannot submit its written Claim statement within the 30 Days, or such other period as agreed by TTC, then the Contractor shall notify TTC prior to expiration of the 30 Days or agreed upon period, and request an extension to the date for the submission of its Claim statement and provide justification for such extension. If the Contractor fails to submit its written Claim statement within the specified 30 Days or such other period as agreed to in writing by TTC, then the Contractor shall forfeit its right to a Claim.
- 31.6 TTC may instruct the Contractor in writing to proceed with any portion of Work as per TTC's interpretation of the Contract which is the subject of a Claim by the Contractor as set out in a Claim Notice or Claim statement at any time by issuance of a notice in writing. If it is subsequently determined by an arbitrator or court of competent jurisdiction that such instructions were in error or at variance with the Contract, TTC shall pay the Contractor's costs incurred in carrying out such instructions which was required to do outside the terms of the Contract, as valued in accordance with GC18 - VALUATION IN CHANGES OF THE WORK and/or GC12 - DELAY BY THE TTC, if applicable.
- 31.7 Upon receipt of the written Claim statement the following process shall be applicable:
- 31.7.1 Within 60 Days, or such other period of time that may be advised by TTC in writing, of receipt of the Claim statement and all supporting and substantiating documentation including any such further documentation as requested by TTC, TTC will advise the Contractor, in writing, of TTC's determination with regard to the validity of the Claim; and
- 31.7.2 If TTC determines that there is a valid basis of Claim, it will initiate negotiations to resolve the issue. Upon reaching a settlement, TTC will issue a Contract Amendment implementing a full and final settlement of all costs, compensation and extensions of time, if any, resulting from the Claim.
- 31.8 Within 30 Days after acceptance of the work or such other times as requested by TTC, the Contractor shall submit a list which indicates the status of all outstanding Claims for which it has submitted prior written Claim Notice.
- 31.9 TTC will not be liable for interest or financing costs on Claims by the Contractor, whether the Contractor ultimately receives compensation for a Claim or a portion of a Claim, from TTC, or otherwise.
- 31.10 It is agreed that no act or failure to act by either party shall be construed as a renunciation or waiver of any of its rights or recourse it has under, provided it has given the notices in accordance with, and has carried out the instructions, as provided in.

END OF SECTION

General Conditions – Schedule A

NON-DISCLOSURE AGREEMENT

This Non-Disclosure Agreement is entered into as of the _____ (“Effective Date”), between Toronto Transit Commission, having a place of business at 1900 Yonge Street, Toronto, Ontario, M4S 1Z2 (hereinafter referred to as “**TTC**”), and _____, having a place of business at _____ (hereinafter referred to as “**Contractor**”). The TTC and Contractor are collectively referred to as “**Parties**” and each one as a “**Party**”. [Edit note: upon execution, add particulars]

WHEREAS the Parties may exchange certain Confidential Information (as defined below) [and the Contractor may be provided access to restricted portions of TTC Property] in order for the Contractor to perform Work, as defined in Contract _____, entitled _____ (“**Purpose**”); [Edit note: upon execution, add contract information]

WHEREAS the TTC and the Contractor in furtherance of such Purpose wish to exchange certain Confidential Information, subject to the terms and conditions set forth below.

ARTICLE 1. DEFINITIONS

- 1.1 In this Agreement, “**Confidential Information**” means any and all material and/or information of a Party (collectively, the “**Disclosing Party**”) which has or will come into the possession or knowledge of the other Party (the “**Receiving Party**”) in connection with or as a result of entering into this Agreement, including information concerning the Disclosing Party’s past, present or future customers, suppliers, technology, or business. For the purposes of this definition, “**information**” and “**material**” includes tangible data, patents, copyrights, trade secrets, processes, business rules, tools, business processes, programs, designs, formulae, marketing, advertising, financial, commercial, sales or programming materials, equipment configurations, system access codes and passwords, written materials, compositions, drawings, diagrams, computer programs, studies, works in progress, visual demonstrations, ideas, concepts, and other data, in oral, written, graphic, electronic, or any other form or medium, both in its original form and as part of a compilation or derivative of any of the foregoing.
- 1.2 In this Agreement, reference to the “**TTC**” shall include commissioners, officers, employees, agents, contractors and consultants employed or retained by the TTC, as the case may be and reference to the “**Contractor**” shall include directors, officers, employees, agents, contractors and consultants employed or retained by the Contractor, as the case may be.

ARTICLE 2. USE AND DISCLOSURE OF CONFIDENTIAL INFORMATION

- 2.1 The Receiving Party shall:
- 2.1.1 use the Confidential Information solely for the Purpose as set out above;
 - 2.1.2 hold the Confidential Information in confidence and shall not sell, assign, transfer or otherwise disclose the Confidential Information, or any information or materials derived therefrom, to any third party without the prior consent of the Disclosing Party, save and except as otherwise provided herein;

General Conditions– Schedule A

- 2.1.3 employ at least the same degree of care to protect the secrecy and confidentiality of the Confidential Information as it uses to protect its own confidential and proprietary information and materials, but in no event less than reasonable care; and
 - 2.1.4 maintain the Confidential Information in a secure place and restrict the release, access and use of the Confidential Information to those employees and officers who must have access to the Confidential Information consistent with the Purpose;
 - 2.1.5 ensure that each person to whom Confidential Information is disclosed to in accordance with Clause 2.1.4 is advised, prior to the disclosure, of the confidential nature of the Confidential Information.
- 2.2 The Receiving Party shall not:
- 2.2.1 remove any proprietary, copyright, trade secret or other proprietary rights legend from any form of Confidential Information; or
 - 2.2.2 make any public announcement of disclosure concerning the contents of this Agreement beyond the disclosures authorized hereunder without the prior written consent of the other party unless otherwise required by law.
- 2.3 Immediately upon written request by the Disclosing Party, the Receiving Party shall return all copies of the Confidential Information in its possession to the Disclosing Party or certify that all copies in its possession or control have been destroyed.
- 2.4 In the event of a breach of any of the foregoing provisions, the Parties agree that the harm suffered by the Disclosing Party would not be compensable by monetary damages alone and accordingly, that the Disclosing Party shall, in addition to other available legal or equitable remedies, be entitled to an injunction against such breach.

ARTICLE 3. EXCEPTIONS

- 3.1 Notwithstanding anything to the contrary herein, “Confidential Information” does not include information or material:
- 3.1.1 which is publicly available when it is received by or becomes known to the Receiving Party or which subsequently becomes publicly available through no fault of the Receiving Party (but only after it becomes publicly available);
 - 3.1.2 which is already known to the Receiving Party at the time of its disclosure to the Receiving Party and is not known by the Receiving Party to be the subject of an obligation of confidence of any kind;
 - 3.1.3 which is independently developed by the Receiving Party without any use of or reference to the Confidential Information of the Disclosing Party and which such independent development can be established by evidence that would be acceptable to a court of competent jurisdiction;
 - 3.1.4 which is received by the Receiving Party in good faith without an obligation of confidence of any kind from a third party who the Receiving Party had no reason

General Conditions– Schedule A

to believe was not lawfully in possession of such information free of any obligation of confidence of any kind, but only until the Receiving Party subsequently comes to have reason to believe that such information was subject to an obligation of confidence of any kind when originally received; or

- 3.1.5 which is intangible ideas, concepts, know-how or techniques that may be contained in the material or information that comprises Confidential Information. For greater certainty, Receiving Party is not restricted in any way from using the knowledge learned and experience gained as a result of having had access to Confidential Information of the Disclosing Party provided that such intangible ideas, concepts, know-how or techniques are not disclosed in a manner which would be readily identifiable as Confidential Information of the Disclosing Party.

ARTICLE 4. DISCLOSURE BY LAW

- 4.1 Should a Party be required by law or policy or be requested by legal process or regulatory authority to disclose any Confidential Information, (“**Required Party**”), the Required Party will provide the other Party with prompt written notice of such requirement or request so that the other Party may seek an appropriate protection order or pursue such other action, remedy or assurance necessary to preserve the confidentiality of the Confidential Information, or waive compliance with any of the provisions of this Agreement, or both; and the other parties will fully co-operate with and not oppose the Required Party in respect of such matters. If, in the absence of either a protective order or a waiver by the other Party, the Required Party, in the reasonable opinion of reputable legal counsel, is required by law to disclose any Confidential Information or stand liable for contempt or to suffer other censure or penalty on any failure to so disclose, the Required Party may, without liability hereunder, disclose that portion, and only that portion, of the Confidential Information that is required to be disclosed.

CLAUSE 5. GENERAL PROVISIONS

- 5.1 This Agreement may not be assigned by any Party in whole or in part, without the other Party’s written consent, which consent may be unreasonably withheld.
- 5.2 If any provision, or portion thereof, of this Agreement is determined by a court of competent jurisdiction to be invalid, illegal or unenforceable, such determination shall not impair or affect the validity, legality or enforceability of the remaining provisions of this Agreement, and each provision, or portion thereof, is hereby declared to be separate, severable and distinct.
- 5.3 A term or condition of this Agreement can be waived or modified only by written consent of both Parties. No failure or delay in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any right, power or privilege hereunder.
- 5.4 No single or partial exercise of any right or remedy under this Agreement shall preclude any other or further exercise of any other right or remedy in this Agreement or as provided at law or in equity. Rights and remedies provided in this Agreement are cumulative and not exclusive of any right or remedy provided at law or in equity.

General Conditions– Schedule A

- 5.5 This Agreement constitutes the complete and exclusive statement of the terms and conditions between the Parties with respect to the subject matter hereof and supersedes all prior and contemporaneous oral or written statements which are inconsistent herewith.
- 5.6 Title to the Confidential Information and any copies thereof shall not pass or transfer to the Receiving Party.
- 5.7 This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario, Canada. The Parties agree that any action, proceeding, application or claim commenced by one Party against the other Party relating to or arising out of this Non-Disclosure Agreement shall be commenced in the City of Toronto, Province of Ontario, Canada.
- 5.8 This Agreement may only be modified by written agreement of all Parties.
- 5.9 All Parties' obligations of confidentiality shall continue until otherwise mutually agreed to in writing, or for a period of _____ years, whichever occurs first, following the last disclosure of Confidential Information. [Edit note: indicate period – default should be 5 years]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement.

TORONTO TRANSIT COMMISSION

Per: _____
Name:
Title:

I/We have authority to bind the Commission

[WITNESS: _____
Name:
Date:]

CONTRACTOR

Per: _____
Name:
Title:

I/We have authority to bind the Corporation

[Edit notes:

If Contractor is a corporation – delete Witness requirements and add the line “I/We have authority to bind the Corporation”.

If Contractor is not a corporation – delete “I/We have authority to bind the Corporation”]

APPENDIX D – SUPPLEMENTARY CONDITIONS

Refer to file, "SUPPLEMENTARY CONDITIONS.pdf"

SCHEDULE B - FINAL ACCEPTANCE CERTIFICATE

Refer to file, "Schedule B - Final Acceptance Certificate.pdf"

SCHEDULE C - CONTRACTOR PERFORMANCE REVIEW FORM

Refer to file, "Schedule C - Contractor Performance Review Form.pdf"

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SC1 SCOPE OF SUPPLEMENTARY CONDITIONS

- .1 The General Conditions shall apply to the Contract except as amended in this Section.

SC2 ADDITIONAL DEFINITIONS

- .1 "COVID-19" shall mean the novel coronavirus outbreak, classified as a pandemic by the World Health Organization on March 11, 2020.
- .2 "New COVID-19 Force Majeure Event" shall mean a recommendation, direction, stop work order, or emergency regulation related to all or a portion of the Work by a court of competent jurisdiction, other public authority, or public health authority issued as a result of COVID-19 at any time after Closing, provided that such order, was not issued as a result of any act, fault or omission of the Contractor, or by other causes which TTC determines in its sole discretion to be wholly beyond the control of the parties.
- .3 "Final Acceptance Certificate" shall mean the certificate to be issued by the TTC's Representative upon satisfactory completion of all of the Work including all inspection and testing and receipt of all applicable drawings and manuals and the TTC shall have deemed to have accepted the Work.

SC3 INSURANCE REQUIREMENTS

- .1 Throughout the term of the Contract, and for any applicable warranty period, the Company shall obtain and maintain at their own expense the following insurance in relation to the Work, any services required to be performed by the Company under the Contract Documents, or otherwise, each such policy to be issued by an insurance company licensed to carry on the business of issuing such policies in Ontario, and possessing a Best's Financial Strength Rating of at least B+.
- .2 Commercial General Liability Insurance which shall not be more restrictive than the Insurance Bureau of Canada (IBC) Form 2100, or its equivalent replacement, and shall include the following:
 - .1 Contractual liability coverage;
 - .2 Damage to property of TTC, not forming part of the Work;
 - .3 Products and completed operations coverage;
 - .4 Contingent employer's liability coverage, for any claims that might be brought against TTC by any employee of the Contractor;
 - .5 Owner's and Contractor's protective coverage for all subcontracted operations;
 - .6 Sudden and accidental pollution coverage;
 - .7 Non-owned automobile liability; and
 - .8 Cross liability and severability of interests clause;
 - .9 Hook liability, if applicable;
 - .10 Such insurance shall provide a combined single limit of not less than \$3,000,000 for any one occurrence or accident for all claims arising out of bodily injury (including death) and damage to property of others. Such liability insurance shall contain no exclusions in conflict with the character of the Work required to be performed under the Contract and shall include TTC as additional insured.
 - .11 Any other valid or collectible insurance available to TTC shall not apply to any loss until the coverage and limits available under the insurance policies maintained by

the Contractor in accordance with SC3 have been exhausted.

.3 Motor Vehicle Liability Insurance

- .1 On motor vehicles both owned and non-owned by the Contractor engaged in delivery under the Contract. Such insurance shall provide limits of at least \$1,000,000 per accident for bodily injury and property damage, inclusive.

SC4 EVIDENCE OF INSURANCE

- .1 Within ten (10) Days after the Notification of Award and prior to the commencement of Work at the Site, and upon the placement, renewal, amendment, or extension of all or any part of the insurance, the Contractor shall promptly provide TTC with certificates of insurance originally signed by the insurer or its authorized representative and, if requested by TTC, a complete copy of the policies certified by an authorized representative of the insurer together with copies of any amending endorsements. A second copy of such certificates or policies shall be sent electronically to: Risk Manager, TTCcoi@ttc.ca.
- .2 Each policy shall be endorsed with an undertaking from the insurance company that such insurance will not be cancelled, fail to be renewed or reduced in coverage without thirty (30) Days prior written notice delivered by registered mail to TTC.
- .3 With the exception of automobile liability, each policy shall include an endorsement under which the insurer waives any right of subrogation it may have against TTC and its directors, officers, employees and agents.
- .4 Should TTC determine in its sole discretion that the insurance taken by the Contractor is unsatisfactory in any respect and for any reason whatsoever, it shall forthwith advise the Contractor of such determination and the reasons therefore and the Contractor shall forthwith take out insurance of a character satisfactory to TTC.
- .5 The taking out of the insurance as aforesaid shall not relieve the Contractor of any of its obligations under the Contract.
- .6 Failure of TTC to demand such certificate or other evidence of full compliance with these insurance requirements or failure of TTC to identify a deficiency from evidence provided will not be construed as a waiver of the Contractor's obligation to maintain such insurance.
- .7 The acceptance of delivery by TTC of any certificate of insurance evidencing the required coverages and limits does not constitute approval or agreement by TTC that the insurance requirements have been met or that the insurance policies shown in the certificates of insurance are in compliance with the requirements.
- .8 If any of the required Contractor coverages are to remain in force after Contract Completion or for any applicable warranty period, an additional certificate evidencing continuation of such coverage will be submitted within fourteen (14) Days of Substantial Performance.
- .9 The Contractor will ensure that no insurance required under this Contract will be invalidated or vitiated by any action or failure to act by the Contractor or any of the Contractor's personnel or by any breach by the Contractor or any other person of any declarations, warranties or other terms in such policies.

SC5 CONTRACT DOCUMENTS

- .1 The documents constituting the Contract Documents are complementary to each other and any matter or thing included in any of such documents shall be considered to be included in all.

- .2 In the event of any inconsistency or conflict, the Contract Documents shall be interpreted in accordance with the following order of precedence:
 - .1 Contract Amendments;
 - .2 Articles of Agreement;
 - .3 Supplementary Conditions;
 - .4 General Conditions;
 - .5 Specifications for PB-1189A Supply of Swing Loaders for Streetcars;
 - .6 Proposal;
 - .7 Technical Requirements
- .3 Documents of a later date shall govern over like documents.

SC6 INDEMNIFICATION

- .1 The Contractor shall defend, fully indemnify and hold harmless TTC, TTC's officers, employees, members (Commissioner(s)), representative(s), consultants, and agents (collectively the "Indemnitees") in respect of any Losses (including reasonable legal fees and expenses) suffered, sustained or incurred by the Indemnitees, or Claims brought or prosecuted against the Indemnitees by whomsoever, in any manner based upon, occasioned by or attributable to any breach of the Contract by the Contractor, or to any negligent act or omission, fault or willful misconduct of the Contractor or any person, agent, consultant, firm or corporation for whose acts the Contractor is liable at law, or damage or loss of any portions of the Work, materials produced or received until delivery of the Products to the Site (collectively referred to as "TTC Claims"). TTC Claims include the following:
 - .1 all Losses that any of the Indemnitees may suffer, sustain or incur arising in respect of bodily injury, illness or death of any individual or physical loss of or damage to tangible property (including all or any part of the Site or any other tangible property related thereto); and
 - .2 all Claims arising in respect of bodily injury, illness or death of any individual or physical loss of or damage to tangible property.

Further, the Contractor shall pay any amount of TTC Claims incurred by TTC on account of any injuries, including death or damages, received or sustained by any persons or property and if it fails to do so, TTC may pay such TTC Claims and deduct the amount thereof from any funds due, or to become due, to the Contractor, or otherwise recover such amounts or any balance thereof from the Contractor.

- .2 With the exception of any Supplementary Condition with respect to the payment of liquidated damages, if applicable, TTC shall not be liable to the Contractor for any loss of profit, loss of or damage to reputation, loss of opportunity, or any indirect, special, incidental, punitive, exemplary or consequential damages or any cumulative impact, inefficiency, or loss of productivity, for any reason whatsoever whether those are of the Contractor itself or any of its Subcontractors.
- .3 TTC will not be liable for interest or financing costs or charges for any reason whatsoever.
- .4 Notwithstanding anything to the contrary contained in the Contract, the Contractor's liability to the TTC will not exceed the total Contract Price ("Limitation on Indemnity") for the Work as set forth herein provided, however, this Limitation on Indemnity will not apply to:

- .1 any deductible referred to in the Contract;
 - .2 any obligation of Contractor to indemnify TTC based on Claims of third parties on account of personal injury or property damage, including loss of use;
 - .3 the amount of liquidated damages payable to TTC hereunder;
 - .4 any liability related to the Contractor's gross negligence or willful misconduct; and
 - .5 any injury to the Indemnitees or property of the Indemnitees to the extent caused by the gross negligence or willful misconduct of the Contractor, its Subcontractors or agents.
- .5 The Contractor acknowledges and agrees that it shall be fully and completely responsible for the Work except where such responsibility has been expressly waived in writing by TTC or as otherwise expressly set out in the Contract Documents. Any review, inspection or approval of the Work, including design and materials specified by TTC, or silence or acquiescence by TTC regarding the Contractor's failure to comply with the Contract, does not in any way relieve or waive the Contractor of its responsibility for the adequacy of the Work, the provision of design, materials and Work in accordance with the Contract and nor shall any liability be imposed, direct or implied on the part of TTC.
- .6 TTC shall have the right to satisfy any amount from time to time owing to it by the Contractor under this Contract or if the Contractor becomes insolvent, any amount owing to it by the Contractor whether or not related to the Contract, by way of a set-off against any amount from time to time owing to the Contractor by TTC including, but not limited to, any amount owing to TTC pursuant to the Contractor's indemnification of TTC or TTC's right to collect liquidated damages.
- .7 Notwithstanding anything else to the contrary contained in the Contract, SC6 INDEMNIFICATION shall govern. SC6 shall survive termination of the contract for any reason by either party, even in such cases where termination is improper, invalid or wrongful.
- .8 Notwithstanding payment and passage of title to portions of the Work, material produced and received, the Contractor shall indemnify the TTC against damage or loss of these portions of the Work, materials produced or received until delivery of the Products to the Site.

SC7 TERMS OF PAYMENT

- .1 For the 'Unit Price' items the Contractor may invoice upon completion of delivery, inspection and acceptance by the TTC's Representative of the Work item at the Site.
- .2 All payments due under this Contract shall be made 30 days following receipt by the TTC's Representative of an acceptable invoice submitted by the Contractor. In the event the 30 days falls on a weekend or public holiday, payment will be made the next business day thereafter.
- .3 Applications for payment shall be dated the last day of the month of the agreed payment period.
- .4 If the Contractor, as determined by the TTC's Representative, fails to comply with the requirements of Specification PB1172B by either failing to submit and obtain approval of the Contract Schedule, or failing to provide regular schedule in a timely manner, then the TTC may retain as holdback an amount up to 10% of any progress payment.
- .5 If the Contractor, as determined by the TTC's Representative, fails to supply Shop Drawings, records and manuals in accordance with the Specifications, then the TTC may

- retain as holdback an amount of 10% of the Contract Price until the Contractor is in compliance with same.
- .6 The Contractor shall co-operate fully with the TTC's Representative in order that the TTC may obtain any rebates to which it may be entitled under the Customs Act, the Excise Tax Act, and the Retail Sales Tax.
- .7 The value of the Work constituting the Contract Price will be computed based on the following:
- .1 The value of the Work as detailed in the Purchase Order; and
 - .2 The value of Contract Amendments/Contract Changes authorized by the TTC's Representative and performed by the Contractor; and
 - .3 Monies that are properly deductible under the terms of the Contract.

SC8 DELIVERY AND SHIPPING INSTRUCTIONS

- .1 Within ten (10) Days of the Notification of Award and prior to the commencement of the Work, a pre-production meeting shall be held between TTC and the Contractor to discuss and agree upon a schedule, which shall include milestones, key dates, and health metrics, for the delivery of the Work in a form acceptable to TTC (the "Contract Delivery Schedule"). An example of a table showing possible milestones is provided in Specification, Appendix 2. Once approved by TTC, the Contract Delivery Schedule shall apply.
- .1 Failure of the Contractor to comply with or to meet the delivery dates stated in the Contract Delivery Schedule shall be deemed in default under the Contract and TTC may terminate the Contractor's right to proceed with the work, or any separable part thereof, in accordance with GC11 – DEFAULT BY THE CONTRACTOR.
 - .2 Failure of the Contractor to meet the delivery dates stated in the Contract Delivery Schedule may result in the assessment and application of liquidated damages against the Contractor as set out in SC15 – LIQUIDATED DAMAGES.
 - .3 Any proposed changes by the Contractor to the Contract Delivery Schedule, including milestones, key dates, and health metrics, are subject to approval by the TTC. Any changes to the Contract Delivery Schedule shall be issued as a Contract Change in accordance with GC17 – CHANGES TO THE WORK.
- .2 At the time of vehicle delivery to the Site, the Contractor shall provide bill of sale and required manuals in respect of the vehicle delivered.
- .3 At least five (5) Business Days prior to the vehicle delivery to the Site, the Contractor shall arrange for pre-delivery inspection with TTC Representative.
- .4 At least five (5) business days prior to delivery to the following Site, the Contractor shall contact TTC Representative and the Non-Revenue Foreperson/ Sr. Foreperson to arrange delivery and deliver all vehicles between the hours of 7:30 AM to 3:30 PM. For delivery address, refer to Specification PB1189 (A) – clause 4.1 for detail information.
- .5 The Contractor shall be responsible for ensuring that Products are properly packaged and delivered in good condition to the required delivery point in accordance with the Contract Delivery Schedule as specified in the Contract Documents. The Purchase Order number and/or the Contract number, as applicable, must be clearly marked on all packages, boxes, bills of lading, packing slips and any correspondence relating to the Contract. Packing slips must accompany all shipments.

- .6 If shipments packaged in more than one container do not have the packing slip attached to the outside of the container, then the container with the packing slip must be clearly marked to indicate that fact. The packing slip must indicate the total number of packages, boxes, skids, etc. included with the shipment.
- .7 If the shipment is originating from outside Canada, the Contractor shall contact the TTC's DSV Sea & Air representative, Joanne Maloney, at phone number: 1-905-262-5078 ext.2610 or by E-mail at joanne.maloney@ca.dsv.com to arrange for customs clearance. For goods originating in the United States or Mexico, a statement of origin compliant with the regulations under the USMCA must be provided with the invoice and packing slip and attached to the shipment of Products
- .8 Failure to provide all of the above information may delay payment of invoices or may be cause for the invoice to be returned for additional information.

SC9 DEFICIENCIES AND WARRANTY

- .1 Upon receipt of a notice of defect or deficiency, the Contractor shall, at its expense, promptly within a time agreed to with TTC, correct all Work with defect, deficiency, or unable to meet the design, performance, or operation requirements set out in the Contract Documents. The expenses covered during the warranty period by the Contractor shall be limited to labour, parts, road calls, environmental clean-up, and towing from the Site. The Contractor shall also correct, at its expense, any damage to the Work resulting from any correction carried out under this SC9 – DEFICIENCIES AND WARRANTY. If the Contractor fails to correct the Work or fails to correct the Work promptly within the agreed time, TTC may arrange to correct the Work and the Contractor shall be liable for all costs, expenses, and charges incurred by TTC to correct the Work.
- .2 If the Contractor fails to correct the Work to meet the design, performance or operation requirements set out in the Contract Documents, TTC may, in its sole discretion, deduct from monies due to the Contractor, or invoice the Contractor, the amount as determined by TTC between the value of the Work performed and the value of the Work required to be performed to have the Work corrected to comply with the Contract Documents.
- .3 The Contractor shall promptly correct at its own expense any defect or deficiency in the workmanship or material which appears within a period of one (1) year from date of Final Acceptance Certificate from the TTC or such longer period of time as offered from the Contractor or its Subcontractor. Neither inspection, testing or acceptance by the TTC of the Work, nor confirmation of receipt, nor partial or final payment or any provision of the Contract shall relieve the Contractor of this responsibility. The Contractor shall be responsible to remedy such defects and/or omissions at no cost to the TTC and shall pay for any damage to other work resulting from such defects and/or omissions. The Contractor shall be responsible for any transportation, and/or courier requirements and all costs therefore.

SC10 SURVIVAL UPON TERMINATION

- .1 The rights and obligations of the Contract as set out in the following Subparagraphs shall survive abandonment or termination for any reason, even in such cases where termination is improper, invalid or wrongful:
 - .1 GC1 DEFINITIONS of Section 00 72 00;
 - .2 GC2 LANGUAGE OF THE CONTRACT of Section 00 72 00;
 - .3 GC3 INTENT OF CONTRACT of Section 00 72 00;

- .4 GC7 PROPRIETARY RIGHTS of Section 00 72 00;
- .5 GC13 TERMINATION FOR DEFAULT of Section 00 72 00;
- .6 GC19 SETTLEMENT OF DISPUTES of Section 00 72 00;
- .7 GC20 TERMINATION FOR CONVENIENCE of Section 00 72 00;
- .8 GC21 RECORDS AND AUDIT of Section 00 72 00;
- .9 GC23 PROHIBITION AGAINST GRATUITIES of Section 00 72 00;
- .10 SC1 SCOPE OF SUPPLEMENTARY CONDITIONS of Section 00 73 00;
- .11 SC5 CONTRACT DOCUMENTS of Section 00 73 00;
- .12 SC6 INDEMNIFICATION of Section 00 73 00;
- .13 SC9 DEFICIENCIES AND WARRANTY of Section 00 73 00;
- .14 SC12 TITLE of Section 00 73 00;
- .15 SC14 CONTRACTOR WORK PERFORMANCE RATING of Section 00 73 00;
- .16 SC16 SET OFF of Section 00 73 00;
- .17 And any other Contract provisions or clauses referred to in any of the foregoing.

SC11 TERM OF THE CONTRACT

- .1 The Term of the Contract shall be eighteen (18) months from the date of Notification of Award with the option to extend the Contract for one (1) year period at the TTC's sole discretion. In the event that the TTC requests a contract extension, any adjustments to the Unit Prices will be mutually agreed upon between the TTC and the Contractor and a Contract Amendment, with the agreed upon Unit Prices for the additional year period, will be issued to extend the Contract term.
- .2 The Contractor will be notified by the TTC's Representative of any necessary extension prior to the end of the initial eighteen (18) month term. Upon notification, the Contractor shall confirm that the technical requirements as detailed in the Specifications continue to be met or shall provide details of any changes to the technical requirements for review by the TTC's Representative.

SC12 TITLE

- .1 Immediately upon issuance of the Final Acceptance Certificate for each item of Product, full legal title to each item of Product described in said certificate shall pass to and become the sole property of the TTC, free and clear of all security interest and all other claims whatsoever.
- .2 Notwithstanding payment and passage of title to portions of the Work, material produced and received, the Contractor shall indemnify the TTC against damage or loss of these portions of the Work, materials produced or received until delivery of the Products to the Site.

SC13 NON-RESIDENT WITHHOLDING TAXES

- .1 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 the TTC is provided with a copy of the written information of the 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.

- .2 If a Contractor wishes to apply for a waiver it should contact:

Canada Customs and Revenue Agency
Non Resident Withholding Tax Department
1 Front Street West, Suite 100
Toronto, Ontario, Canada
M5J 2X6

Attention: Collections Officer (416) 954-0545, FAX No. (416) 954-8528

The Contractor should follow the instructions and documentation requirements for making an application for a waiver on the Regulation 105 withholding tax, including submission of the form "REGULATION 105 WAIVER APPLICATION" (R105-WA), latest version and required supporting documentation.

SC14 CONTRACTOR WORK PERFORMANCE RATING

- .1 TTC shall, during the term of a Contract, maintain a record of the performance of the Contractor completing the Contract for TTC. This information shall be used to complete a "Contractor Performance Review" report, a copy of which will be provided to the Contractor upon completion. (See attached Appendix C "Contractor Performance Review" form). "Contractor Performance Review" reports may be issued, as deemed appropriate by TTC, at any time during the term of the Contract. The "CONTRACTOR PERFORMANCE REVIEW PROCESS" is located on TTC's website at: <https://www.ttc.ca/transparency-and-accountability/policies/Materials-and-Procurement-Policies/contractor-performance-review>, which requirements shall be incorporated into these General Conditions by reference and may be updated or changed from time to time at the sole discretion of TTC without notice. TTC reserves the right to use any version of the "CONTRACTOR PERFORMANCE REVIEW PROCESS" issued or in effect during the term of the Contract.
- .2 TTC will consider the performance rating of the Contractor for Work performed for TTC, the City of Toronto or any of the City of Toronto's Agencies, Boards, Commissions or Corporations, and it may be considered in the evaluation of future bids from the Contractor.

SC15 LIQUIDATED DAMAGES

- .1 It is agreed by the parties to the Contract that in the event the Contractor fails to perform the Work in accordance with the Contract Documents within any Milestone, damages will be sustained by TTC. The parties acknowledge that it is and will be impractical and extremely difficult to ascertain and determine the actual damage, which TTC will sustain in the event of and by reason of such delay, and that the sum as calculated in accordance with SC15.2 represents a reasonable estimate of the actual damages. The parties hereto agree that the Contractor will pay TTC liquidated damages in the sum(s) identified below for each and every Day beyond which the Work pertaining to the Milestone(s), as specified in the Contract Documents, is delayed.
- .2 The Contractor shall pay TTC the following sum(s) (which is/are inclusive of applicable HST) for liquidated damages, and not as a penalty, for each and every Day the Work is delayed beyond the Milestone dates(s) as prescribed in the Specifications:
- .1 The sum of three hundred and fifty dollars (\$350) per day per Swing Loaders for each and every Day beyond the delivery date established at the Pre-Production meeting to take place after Notification of Award as indicated in the Specification PB 1172B.
- .3 The total aggregate of the liquidated damage that may be assessed under SC 15 shall not exceed twenty one thousand dollars (\$21,000.00).

SC16 SET-OFF

- .1 The TTC shall have the right to satisfy any amount from time to time owing by it to the Contractor by way of a set-off against any amount from time to time owing by the Contractor to the TTC, including but not limited to any amount owing to the TTC pursuant to the Contractor's indemnification of the TTC and the TTC's right to collect liquidated damages.

SC17 TTC SUPPLIED PRODUCTS

- .1 Products supplied to the Contractor under the Contract by TTC at no charge shall be known as "TTC Supplied Products". Such Products shall be exclusively for incorporation into the Work. Title to such material shall remain with TTC. All excess TTC Supplied Products shall be held for disposition as instructed by TTC.
- .2 Unless otherwise specified, TTC Supplied Products will be supplied free on board (FOB) to a location designated by the Contractor, which must be approved by TTC. TTC will pay shipping costs and remain responsible for TTC Supplied Products until delivered to the location designated by the Contractor.
- .3 The Contractor shall minimize scrap and wastage in its use of TTC Supplied Products. Excessive usage and waste, caused by failure to use good practices, shall be to the Contractor's account.
- .4 The Contractor shall be liable for the repair or replacement of any TTC Supplied Product which becomes damaged or lost for any reason whatsoever while in the custody or control of the Contractor or at the location designated by the Contractor.
- .5 In those instances where TTC Supplied Products are being supplied on a continuing basis for use in the Work the following shall apply:
 - .1 The Contractor will be notified in advance of the description, source, and delivery dates of TTC Supplied Products.
 - .2 The Contractor shall be responsible for:
 - .1 Examining TTC Supplied Products on receipt for completeness, proper type and possible damage;
 - .2 Acknowledging receipt of each shipment through TTC and notifying TTC of any damage or shortages; and
 - .3 Notifying TTC of all surplus TTC Supplied Products, including scrap and turnings.
 - .3 The Contractor shall be responsible for segregating and holding TTC Supplied Products in a safe place at all times to ensure against its loss, damage or deterioration.
 - .4 The Contractor shall maintain a system of inventory control and records of TTC Supplied Products acceptable to TTC. Such system shall include, as a minimum, records of TTC Supplied Products, received, incorporated into the Work, surplus to requirement, or considered scrap.
 - .5 TTC shall have free access, at all reasonable times, to the storage premises of the Contractor for the purpose of verifying records and auditing inventories of TTC Supplied Products in the custody or control of the Contractor.
 - .6 Following completion of the Work, the Contractor shall pack all surplus/scrap TTC Supplied Products, separately, and arrange shipment of same, FOB a destination

to be designated by TTC within the City of Toronto. The Contractor shall pay shipping costs and remain responsible for the surplus/scrap

- .6 TTC Supplied Products until delivered to the location designated by TTC.

SC18 RESPONSIBILITY FOR DESIGN

- .1 The Contractor shall be in all respects responsible for the design of the Work and shall prepare, from the Specification, and authorized changes, necessary working drawings and schedules of material and equipment for the Work. The Contractor shall ensure that the equipment is complete and operational, and is able to fulfil its intended purpose.
- .2 The Contractor shall submit to the TTC's Representative for approval such drawings, samples, patterns and models as required by the Specification or as the TTC's Representative may reasonably request and on which the Contractor may require guidance. In these instances, no manufacture or procurement shall be undertaken prior to receipt by the Contractor of approval by the TTC's Representative in writing.
- .3 Drawings, samples, patterns and models which require explanation or discussion shall be presented by the Contractor or his representatives in person to the TTC's Representative or his representatives. The Contractor shall ensure that personnel sent to such discussions are thoroughly aware of all necessary details.
- .4 Within 14 calendar days after receipt of such drawings, samples, patterns and models, the TTC's Representative shall signify his (a) approval if they conform to the Contract Documents, or (b) rejection if they do not. Copies of all drawings which require approval shall be provided in quadruplicate by the Contractor and shall be signed by both parties. Three of the copies so signed shall be retained by the TTC and the fourth copy by the Contractor.
- .5 Drawings signed as above described shall not be departed from except as provided in GC17 - CHANGES IN THE WORK.
- .6 The approval of the TTC's Representative does not in any way relieve the Contractor of responsibility for the adequacy of the design and material specified thereby.

SC19 COVID-19 PANDEMIC COSTS

- .1 The Contractor shall be responsible for, and bear all risks of, at its own expense, all services, Products, equipment and any other expense required as a result of COVID-19 to perform the Work to mitigate risk to, or maintain, the health and safety, including, but not limited to:
 - .1 delays;
 - .2 coordination;
 - .3 productivity impacts;
 - .4 personal protective equipment;
 - .5 testing;
 - .6 cleaning products and services;
 - .7 additional facilities required to maintain social/physical distancing requirements; and
 - .8 any other services, Products and equipment required by any government, public authority or public health authority order, recommendation, direction, or emergency regulation, Applicable Laws, or that the Contractor, and/or TTC, deem necessary for the period from Notification of Award to Contract Completion,

- .2 The Contract Price includes the cost of all services, Products, equipment and any other expense required as a result of COVID-19 to perform the Work to mitigate risk to, or maintain, the health and safety in accordance with the Contract and Applicable Laws, any government, public authority or public health authority order, recommendation, direction, or emergency regulation, including, but not limited to, delays, coordination, productivity impacts, personal protective equipment, testing, cleaning products and services, additional facilities required to maintain social/physical distancing requirements, and any other services, Products and equipment the Contractor, and/or TTC, deem necessary.
- .3 Subject to GC14 – CONTRACTOR’S RESPONSIBILITIES of Section 00 72 00, if a New COVID-19 Force Majeure Event causes or results in the Contractor incurring:
 - .1 an increase in costs;
 - .2 a delay to the latest expressly accepted Contract Schedule, Revised Contract Schedule, Work Order Schedule or Revised Work Order Schedule, as applicable, in effect as of the date of the New COVID-19 Force Majeure Event, with the effect that the Milestone(s) or Contract Time are affected; or
 - .3 any other impact;the Contractor’s sole remedy is a non-compensable extension to any affected Milestone(s) or Contract Time. Upon notification by the Contractor of a New COVID-19 Force Majeure Event, in accordance with GC31 – CLAIMS AND CONTINUANCE OF THE WORK of Section 00 72 00, the non-compensable time extension will be granted to any affected Milestone(s) or Contract Time, to the extent affected by the New COVID-19 Force Majeure Event. The Contractor shall not be entitled to any compensation on account of any extension to any Milestone(s) or Contract Time under SC19. Further, TTC shall have no liability to the Contractor for Losses incurred by the Contractor as a result of any New COVID-19 Force Majeure Event.
- .4 If a New COVID-19 Force Majeure Event prevents or delays TTC from performing any obligation under the Contract, TTC shall be relieved from any liability or consequence under this Contract to the extent that, and for so long as, TTC is affected by the New COVID-19 Force Majeure Event and the Contractor’s sole remedy is a non-compensable extension as set out in SC19.3.
- .5 In respect of each GC31 Claim Notice submitted by the Contractor for a New COVID-19 Force Majeure Event, the Contractor, as a part of the GC31 Claim Statement applicable to such GC31 Claim Notice, shall submit the applicable details in respect of an extension to the Contract Schedule, Revised Contract Schedule, Work Order Schedule, Revised Work Order Schedule, Contract Time, or any Milestone(s), any period(s), part(s) or portions(s) thereof, as applicable. If requested by TTC, the Contractor shall provide a detailed Schedule Delay Analysis supporting the Contractor’s request and any additional supporting documentation as requested by TTC.
- .6 Changes to the Contract Schedule, Revised Contract Schedule, Work Order Schedule, Revised Work Order Schedule, Milestone(s) or Contract Time under SC18 shall be administered by issuance of a Contract Change, unless TTC and Contractor cannot mutually agree to an extension of time then TTC at its sole discretion may determine the length of the extension the Contractor is entitled to and grant an extension of time accordingly by issuance of a Contract Amendment.
- .7 The Contractor, at its own cost and risk, shall ensure it takes any necessary action required by Applicable Laws, any government, public authority or public health authority order, recommendation, direction, or emergency regulation, to perform the Work and to

mitigate any safety, health, environmental, social, emergency or other risk related to COVID-19.

- .8 TTC may determine, at its sole discretion, that the Contractor has not met its obligation set out in SC19.7 and require the Contractor to take any additional measures required to perform the Work in order to comply with Applicable Laws, any government, public authority or public health authority order, recommendation, direction, or emergency regulation, related and to mitigate any safety, health, environmental, social, emergency or other risk related to COVID-19.
- .9 The Contractor shall not be entitled to any adjustments to the Contract Price for any action taken under SC19.7 or SC19.8.

SC20 AUTHORIZATION TO PROCEED

- .1 The Contractor shall not proceed with the Work unless authorized by the TTC's Representative in the form of an authorization to proceed as indicated therein and only to the upset limit amount stated in the authorization to proceed, notwithstanding the total upset limit price established for the Contract.
- .2 Upon request of the TTC's Representative, for the purchase of a type and configuration of vehicle as specified in the Contract Documents, the Contractor shall promptly respond with detail which shall include the anticipated time of vehicle delivery to TTC.
- .3 Upon approval by the TTC of the requested detail, the TTC will issue a corresponding "authorization to proceed" authorizing the Contractor to provide the required vehicle.
- .4 The upset limit price for each authorization to proceed shall be in Canadian funds, not subject to adjustment, unless agreed otherwise in writing, and shall be inclusive of all costs in accordance with the Contract Documents.

SC21 EVIDENCE OF APPENDIX 3 - TECHNICAL REQUIREMENTS

- .1 Within ten (10) days from the Notification of Award, the Contractor shall submit for review and acceptance of Appendix 3 -Technical Requirements in the Specification and provide the technical description of their offering to TTC, on the TTC's form, of the various parts of the Work.
- .2 Should TTC determine in its sole discretion that the Appendix 3 – Technical Requirements submitted by the Contractor is unsatisfactory in any respect and for any reason whatsoever, it shall forthwith advise the Contractor of such determination and the reasons therefore and the Contractor shall forthwith revise and resubmit of a character satisfactory to TTC.

END OF SECTION



SCHEDULE B

Toronto Transit Commission
Acceptance Certificate

Table with 3 columns: Contract Description, Contractor, Certificate No. (TTC NRV- 1)

FINAL ACCEPTANCE

Date Vehicle Received on TTC Property: Day Month Year

A. VEHICLE DESCRIPTION

.....

Table with 4 columns: TTC Fleet No., Model No., Type, Serial No.

This vehicle was found to be [X] complete [] incomplete in respect of the following list of deficiencies

a) Outstanding deficiencies/deadline for correction

Two horizontal lines for entering deficiency details.

B. RECOMMENDATION FOR PAYMENT

I hereby authorize the issuance of this Final Acceptance Certificate and recommend payment to the contractor as per GC1.1.1 Completion for Acceptance and SC2 Terms of Payment.

NRV Inspector

Date: Day Month Year

NRV Fleet Supervisor

Date: Day Month Year

Project Manager

Date: Day Month Year

Supply of Swing Loaders for Streetcar

Toronto Transit Commission

Contractor Performance Review – [INTERIM] [FINAL]

CONFIDENTIAL

Bid No.:

Contractor:..... Contract No.:

Contractor's Representative:.....

Contract Title:

Scope of Work:.....

Contract Value: Original - Final -

Completion Date: Scheduled - Actual -

RATINGS

Use the appropriate rating for each category:

VERY POOR - 1 POOR - 2 SATISFACTORY - 3 GOOD - 4 VERY GOOD - 5

~ If Category does not apply use N.A. ~

★ ★ ★ ★ ★ ★ ★

| 1 | PLANNING AND SCHEDULING | RATING |
|----------|--|---------------|
| | Plans and schedules work correctly, meets contract milestones; communicates potential schedule changes and reasons for same; updates work schedules as required. | |
| 2 | TECHNICAL AND PROFESSIONAL KNOWLEDGE | |
| | Demonstrates thorough knowledge of all aspects of the work, and is aware of the latest developments in the industry and employs them as applicable. | |
| 3 | COMMUNICATIONS | |
| | Transmits ideas clearly, keeps all appropriate people informed of activities, encourages communication within Contractor's organization as well as with TTC. | |
| 4 | CO-OPERATION | |
| | Reacts favourably to needs and instructions of the Commission; strives to create a co-operative atmosphere in the performance of the contract. | |
| 5 | WORK QUALITY | |
| | Performs work in compliance with contract drawings and specifications using a competent workforce and the proper equipment and materials; minimizes deficiencies. | |
| 6 | SUPERVISION OF WORK | |
| | Provides competent and full time (where appropriate) supervision; directs workforce efficiently and effectively and has full knowledge and control of site activities. | |

Supply of Swing Loaders for Streetcar

7 CONTRACT ADMINISTRATION

Maintains a suitable office administrative staff to submit work schedules and updates, contract changes *etc.*, correctly and on time.

.....

8 CLAIMS ADMINISTRATION

Provides notice of contract claims as required in the contract; submits justified and reasonable costs for same.

.....

9 SUBMITTALS

Submits all required drawings, data and documentation in accordance with the contract requirements (*i.e.*, shop drawings, material samples, as-built drawings, *etc.*).

.....

TOTAL RATING

PERCENTAGE %

Would you recommend this Company for future work?
Explain reasons in General Comments below.

YES

NO

GENERAL COMMENTS:

.....
.....
.....
.....
.....
.....
.....
.....
.....
.....

Assessed by Title

Reviewed by Title

Approved by Date

DEPARTMENT HEAD

**RETURN COMPLETED FORM TO:
ATTENTION:**

**MATERIALS AND PROCUREMENT
PROJECT PROCUREMENT SECTION**

APPENDIX E – TECHNICAL REQUIREMENTS

I. Technical Specifications for Swing Loaders for Streetcars

Refer to file, "I. Technical Requirements for Swing Loaders for Streetcars.pdf"

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TERMS AND ACRONYM

TERMS

The Toronto Transit Commission:

Greater Toronto Area:

American Public Transportation Association:

Environmental Protection Agency:

Computer Aided Design:

Ultraviolet:

Gross Vehicle Weight:

The Gross Combination Weight Rating:

Canadian Motor Vehicle Safety Standards:

Safe, Productive, Infrastructure-Friendly:

Highway Traffic Act:

Electrical Safety Authority:

Pre-Delivery Inspection:

Heating, Ventilation, and Air Conditioning:

Ministry of Ontario:

Original Equipment Manufacturer:

On-Board Diagnostics:

ACRONYM

(TTC)

(GTA)

(APTA)

(EPA)

(CAD)

(UV)

(GVW)

(GCWR)

(CMVSS)

(SPIF)

(HTA)

(ESA)

(PDI)

(HVAC)

(MTO)

(OEM)

(OBD)

1. TTC BACKGROUND

The Toronto Transit Commission (TTC) is responsible for establishing, operating and maintaining a city wide passenger transportation system. After more than 100 years in service - and at 30 billion customers carried – the TTC has grown to become one of the most visible and vital public service organizations in the Greater Toronto Area (GTA).

The TTC is a major purchaser of goods and services with the goal of continuous service improvement, which is currently supported by close to 1000 Non-Revenue vehicles. In the next 5 years, we are aiming to increase our fleet by over 200 Non-Revenue vehicles

2. SCOPE OF WORK

2.1 Vehicles

The Commission's requirements for two (2) swing loaders for Streetcars. Both units must be delivered during the initial 18-month base term. The swing loaders must meet the performance criteria for Boom Capacity and tire straddling (as mentioned in section 15.1 and 13.15) without requiring outriggers. Outrigger deployment for additional performance is acceptable.

2.2 Mobile Radios

Tetra digital radio is not required to be installed by the Contractor; however components are required be installed and wire rough-in is required. If parts to be installed are different than parts indicated in Appendix 1 - Radio Specification, a request should be submitted through Form 5 – Proposed Equivalent. Please note TTC can provide a sample radio and components if it is available. Please see Appendix 1 - Radio Specification for the installation guide.

Refer to Instruction to Proponents, Item 2.3 for detail information.

3. OPERATING CONDITIONS

This vehicle will operate all year, in all seasons and all conditions. This vehicle will be driven on paved roads, rough unfinished roads, construction work zones and through mud, snow, slush, and potholes. Temperature conditions ranging from -40°C to 40°C (-40°F to 104°F) are expected. Winter conditions will include exposure to road salt and brine. All materials used on this vehicle shall be rated to withstand road salt, brine, and UV exposure. The materials used are expected to resist fading and breaking down due to road salt, brine, UV exposure over a 10-year lifespan.

4. DELIVERY

4.1 Delivery of the Work

4.1.1 Expected delivery of the work shall be determined after Notification of Award, during the first pre-production meeting.

Delivery address to be specified after notification of award

4.1.2 Contractors shall ensure a pre-delivery inspection is completed by TTC. If virtual inspection is required, TTC will participate in a live online inspection. Once Approved, TTC will issue a Preliminary Acceptance Certificate (PAC) authorizing the delivery.

4.1.3 Once the units are received and all items are approved, TTC will issue the Final Acceptance Certificate (FAC) to the Contractor.

5. CONTRACT COMPLETION

The term of the Contract shall be 18 months from the date of Notification of Award, with the option to extend the Contract for one (1) year period at TTC's sole discretion, in accordance with the Supplementary Condition, Item 11, Term of the Contract.

5.1 Safety Standards

The proposed units must comply with all safety standards

All relevant standards, regulations, legislation, codes and common practice pertaining to Rubber-Track Railway Cranes and their safe operation. Including but not limited to:

- ISO 10567 Earth-moving machinery -- Hydraulic excavators -- Lift capacity
- BS EN 15746-1:2010+A1:2011 Railway applications. Track. Road-rail machines and associated equipment. Technical requirements for running and working
- American Railway Engineering and Maintenance-of-Way (AREMA)
- Association of American Railroads (AAR).
- American Public Transportation Association (APTA).
- ASME B30.22 (most current version) - Articulating Boom Cranes.
- ASME B30.25 (most current version) - Scrap and Material Handlers.
- CAN/CSA-Z150.3 (most current version) - Safety Code on Articulating Boom Cranes.
- SAE J517 (most current version) - Hydraulic Hose.
- SAE J765 (most current version) - Crane Load Stability Test Code.
- Power Crane & Shovel Association (PCSA) - Standards (most current version)

5.2 Electrical Safety Standards

All systems of this vehicle shall be compliant with all electrical safety standards.

6. ELECTRICAL

6.1 All wiring shall be of proper capacity. Wiring to be in nylon vapour-proof tubing when run through areas where flammable or explosive gases may be present (locations to be clarified after Notification of Award).

- All wiring to be waterproof, neat, using grommets, cable clamps, and conduit or looms to secure the same
 - All connections to be soldered and heat shrunk
 - Junction boxes are to be compatible with a sealed harness system
 - All terminals shall be insulated type
 - Electrical tape is not acceptable for covering and sealing electrical connections
- Connectors - where used, connectors are to be weather proof Delphi Packard Electric Systems - Weather-Pack connectors or equivalent;

6.2 Electrical Drawings and Schematics

Including wire colour codes and connection points for all equipment hard wired into vehicle (AutoCAD 2000 or Solidworks drawings)

6.3 Non-OEM Work Drawings

Including all non-OEM works added to the vehicles (AutoCAD 2000 or Solidworks drawings)

6.4 OEM Drawing

A drawing, in CAD (outlined in 7.3) of the exterior of the vehicle with detailed dimensions.

7. MECHANICAL

7.1 Roof

All work to be done so that minimum number of holes are put through the roof, no holes in the roof is preferred; however, one (1) hole is acceptable. Any holes must be weather tight with proper cap seal and flashing. TTC shall review any proposed hole prior to work being completed.

8. MEETINGS

8.1 Pre-production meeting:

A pre-production meeting shall be held no more than 14 days after Notification of Award to discuss with the process for the entire build, please contact TTC's Representative.

8.1.1 Base Vehicle

Any identified issues during the PDI must be promptly resolved and closed prior to conducting the upfitting.

9. PROJECT GOVERNANCE

9.1 TTC will require monthly updates using an agreed upon project reporting format such as a Gantt chart, tier 1 schedule with reports or four-blocker style presentations. Projects that take more than six (6) months for delivery from time of award are expected to follow project governance or send picture as monthly reports.

9.2 Vehicle weight or pictures are to be updated and communicated to TTC' Representative at the end of each phase of the build as determined at the Pre-Production Meeting.

10. DELIVERY MILESTONES

10.1 Submission Milestones and Damages

TTC and the Contractor will establish further milestones, key dates, health metrics and a delivery date at a Pre-Production meeting after Notification of Award. The Contractor shall submit Appendix 2 – Milestone tracking form for TTC's approval. Delays in the agreed upon milestone dates may result in the TTC's assessment of liquidated damages against the Contractor in accordance with Supplementary Conditions 16 – Liquidated Damages.

10.2 Pre-Delivery Inspection

Contractor shall contact the TTC's Representative at least five (5) business days prior to delivery to arrange inspection.

10.3 Delivery Requirements

- The Contractor shall provide all required Service and Operator Manuals.
- The Contractor shall provide all drawings and/or schematics of the entire electrical and mechanical systems.

10.4 Manuals

Digital files are preferred; physical files are acceptable.

One (1) copy to be sent to:

Toronto Transit Commission

1138 Bathurst St., Toronto, ON, M5R 3H2

Attention: Fleet Supervisor, Non-Revenue Vehicles

One (1) copy to be sent direct to:

Toronto Transit Commission

1138 Bathurst St., Toronto, ON, M5R 3H2, Fax: (416) 338-0208

Attention: Duncan Shops, Car & Truck - Senior Foreperson

10.5 Chassis Manuals

All applicable manuals to be supplied with the completed vehicle. Digital files (1 copy) are preferred; physical files (2 copies) are acceptable.

The manuals shall include Parts Manuals, Service Manuals, Engine Manuals, Transmission Manuals, HVAC Manuals (including schematics), Electrical Manuals (including schematics), Hydraulic Manuals (including schematics and Parts List), Hi-Rail System Manuals, Emission Manuals, Operator Manuals, Electrical System (Accessory), Training Manuals and all other applicable manuals.

Manuals for all equipment, accessories, modules or any other item that are added to the base vehicle shall be included. Manuals shall cover both operation and maintenance of the item, including reference to any governing standard and a copy of certification where applicable.

11. TRAINING

Training details shall be confirmed at pre-production meeting. At the TTC's request, the Contractor shall provide, at the Contractor's expense. If in-person training is not possible due to border issues, virtual training is acceptable:

11.1 One (1) day of training to the TTC employees and trainers who will operate the completed vehicles, at a facility provided by the TTC.

11.2 One (1) day of support for the TTC's curriculum development team, with appropriate material to support TTC's training curriculum.

11.3 One (1) day of maintenance training of complete vehicles at a facility provided by the TTC.

Manuals and Training Documents to be available at or before delivery. The Operations Training Center (OTC) requires consent to reproduce (copyrighted) and/or display any Contractor's material that would be used in the training sessions for TTC users.

Training group contact person to be named after contract award. Training materials - list all training materials such as:

- Service and Operator Manuals
- Design drawings and schematics of mechanical and electrical systems
- Accessory and Parts manuals

One (1) copy to be sent to:

Toronto Transit Commission – Davenport Building at Hillcrest

1138 Bathurst St., Toronto, ON, M5R 3H2

Attention: Non-revenue Vehicles, Fleet Supervisor

One (1) copy to be sent direct to:

Toronto Transit Commission

1138 Bathurst St., Toronto, ON, M5R 3H2, Fax: (416) 338-0208

Attention: Duncan Shops, Car & Truck - Senior Foreperson

12. WARRANTY

The Contractor shall provide address, with phone number, and where warranty will be performed to TTC's Representative upon award of Contract. In accordance with Section 00 73 00 - Supplementary Conditions, SC9 - Deficiencies and Warranty, all warranty work shall be arranged by the Contractor within 3 business days of the request.

Please include pricing of extended warranty (if available) in option price list. Also, please describe the details requested in Form 10 – Appendix C – Optional and Alternative Pricing.

Upon Notification of Award, within 10 Business Days, Contractor to submit one (1) copy of warranty information to:

Toronto Transit Commission – Davenport Building at Hillcrest
 1138 Bathurst St., Toronto, ON, M5R 3H2, Fax: (416) 338-0208
 Attention: Non-Revenue Vehicles – Fleet Supervisor

13. BASE VEHICLE PARAMETER REQUIREMENTS

| Description | Item No. | Requirement |
|---------------------|----------|--|
| Year | 13.1 | Latest Current Model Must be newest model year available at time of award |
| Width | 13.2 | Maximum 8' 6" (259 cm) |
| Vehicle and Hi-Rail | 13.3 | Shall work with TTC Streetcar rail Appendix 5 – TTC Drawings DM-0205-03 Clearance and Cover – LRT Drawing W8T-561 LFLRV Wheel to Rail Comparison Drawing 26436 Issue 1 Wheel Profile LF LRT Drawing TM-0144-X LFLRV Wheel/Axle Gauge Dimension |
| | 13.4 | Maximum Hi/Rail axle load for a Streetcar is 11,800kg. |
| | 13.5 | Steering pin type locks To disable the steering when Hi-Rail is on |

| | | |
|--------------------|-------|---|
| | 13.6 | Wheel Track Width 77.5 inches minimum |
| | 13.7 | Insulated Hi-Rail (include price in option price list) Appendix C |
| Rubber Tires | 13.8 | 14.00 R24 Foam (Gel Filled) |
| Vehicle Speed | 13.9 | Max Speed on Hi-Rails 20 MPH |
| | 13.10 | Max Speed on Rubber Tires 25 MPH |
| Slow Speed Control | 13.11 | Must have selectable low speed operation |
| Turning Radius | 13.12 | Hi-Rail Shall be equal or less than 100 FT. |
| | 13.13 | Rubber Tire Shall be equal or less than 47 FT. |
| | 13.14 | Wheel and axle assembly shall withstand a drop of 6 inches (6") without suffering damage. (Due to accidental derailment) |
| | 13.15 | Hub/axle and tires shall be modified to avoid interference with rail envelope. Tires will be outset to straddle rail when rail curvatures is 47' 5 13/16. Refer to section 22.7 for drawing of union loop. |
| | 13.16 | If the axle bearings require lubrication, remote mount grease fittings must be installed and labeled. |

| | | |
|-------------------|-------|---|
| Engine | 13.17 | Diesel Fuel |
| | 13.18 | Power 160HP minimum |
| | 13.19 | Protection System Automatically shuts down with alarm when engine under the following conditions: Low oil pressure; high coolant temperature. Alarm when engine coolant level is low. |
| Emission Standard | 13.20 | Tier 2 or better |
| Fuel Tank | 13.21 | Minimum 35 US gal. |
| Exhaust System | 13.22 | Positioned and pointed away from the engine's air intake, the cab, and nearby workers. |
| Engine Stop | 13.23 | Keys, four (4) sets |
| Hydraulic System | 13.24 | Controls Dual joystick, pilot operated |
| | 13.25 | Tank Minimum 65 US gal. |
| | 13.26 | Pump Minimum 50 GPM at 2,500 RPM for lift, tilt, auxiliary Minimum 35 GPM at 2,500 RPM for Hi-rail, swing, generator, tool circuit |
| | 13.27 | Auxiliary hydraulic cooler (include price in option price list) Appendix C |
| | 13.28 | Hydraulic top-off system (include price in option price list) |

| | | |
|--|-------|---|
| Safety Valves | 13.29 | Hose rupture safety valves shall be installed on all hydraulic cylinders |
| Vandalism protection | 13.30 | Lockable covers, doors for different components, protective mesh covers. |
| Brake System - Rubber Track and Hi-Rails | 13.31 | Service Brakes Must hold vehicle on 8% (4.6°) grade when carrying maximum load |
| | 13.32 | Parking Brakes Must hold vehicle on 8% (4.6°) grade when carrying maximum load |
| | 13.33 | Emergency Brakes Must be activated when hydraulic pressure loss and hold vehicle on 8% (4.6°) grade with maximum load |
| Decals | 13.34 | Unit(s) to come complete with all appropriate safety and warning decals, all switches, levers, controls, etc. to be labelled with durable, permanent labels (i.e. Lamacoid), tape labels are not acceptable. |
| Wheel Gauge Plaque | 13.35 | Permanent large durable plaque to be mounted in an easily viewable location See Appendix 4 - Wheel Gauge Plaque |
| Turning Radius Warning Plaque | 13.36 | Warning "Rail Curves less than 100 ft. radius need to be on rubber tire" See Appendix 4 – Turning Radius Warning Plaque |
| Drawings | 13.37 | Vendor to identify and label any aftermarket up-fitting. Drawings and manuals shall be included at delivery. |
| Technical Information | 13.38 | Maintenance and Repair work to be provided such that the swing loader will be operational within 24 hours in case of a repair or maintenance work. A list of parts for the vehicles with drawings and part numbers as described below. |

| | | |
|---|-------|---|
| | | <p>Shall include separate lists A,B,C as follows:</p> <p>A: Scheduled maintenance items such as Lubricants, Filters</p> <p>B: Common wear items such as Brake pads, wiper blades, etc.</p> <p>C: Long Lead Time parts, which are recommended for TTC to stock to avoid excessive down time.</p> <p>furnish the location from where these parts can be acquired</p> <p>(include the price for each part)</p> |
| Maintenance tools | 13.39 | Equipment shall be furnished with tools that are special for the maintenance of the Equipment. |
| Geo-Fencing | 13.40 | <p>The ability to program areas that require rubber tire use so the operator can be alerted</p> <p>(include price in option price list)</p> <p>Appendix C</p> |
| Emergency power unit | 13.41 | <p>(include price in option price list)</p> <p>Appendix C</p> |
| Turn signals/hazard lights | 13.42 | <p>(include price in option price list)</p> <p>Appendix C</p> |
| Brakes on the rail wheels (steel wheels) | 13.43 | <p>(include price in option price list)</p> <p>Appendix C</p> |
| Front and rear fenders | 13.44 | <p>(include price in option price list)</p> <p>Appendix C</p> |
| Heavy-duty rear bumper | 13.45 | <p>(include price in option price list)</p> <p>Appendix C</p> |
| Buggy/rail cart brakes | 13.46 | <p>(include price in option price list)</p> <p>Appendix C</p> |

| | | |
|--|-------|--|
| Hydraulic tool circuit hose reel | 13.47 | (include price in option price list) Appendix C |
| Tow hitch (front/rear) | 13.48 | (include price in option price list) Appendix C |
| Tow bar | 13.49 | (include price in option price list) Appendix C |
| Pintle hitch (front/rear) | 13.50 | (include price in option price list) Appendix C |
| Derail guards | 13.51 | (include price in option price list) Appendix C |

Table 1 – Base Vehicle Parameter Requirements

14. CABIN PARAMETER REQUIREMENTS

| Description | Item No. | Requirement |
|---------------------------|----------|--|
| Protection | 14.1 | Rollover Protective Structures Operator Protective Structures |
| Display Panel | 14.2 | Display Panel shall be included fuel level gauge, coolant temperature gauge, tachometer, speedometer |
| Heat and Air-conditioning | 14.3 | Required |
| Rear Window Defrost | 14.4 | (include price in option price list) Appendix C |
| Windshield wipers | 14.5 | Front |
| | 14.6 | Rear (include price in option price list) Appendix C |
| Operator Seat | 14.7 | adjustable in both vertical and horizontal Forward and backward adjustment |
| | 14.8 | Air suspension seat Appendix C |
| Passenger Seat | 14.9 | (include price in option price list) Appendix C |
| Mirrors | 14.10 | Left Side and Right Side |
| | 14.11 | Powered, Left side and Right side (include price in option price list) Appendix C |

| Description | Item No. | Requirement |
|-------------|----------|--|
| | 14.12 | Heated (include price in option price list) Appendix C |

Table 2 – Cabin Parameter Requirements

15. BOOM PARAMETER REQUIREMENTS

| Description | Item No. | Requirement |
|---------------------------|----------|---|
| Boom Capacity | 15.1 | 10,000 lbs of maximum capacity |
| | 15.2 | Reach 19' (5.79 m) minimum |
| | 15.3 | Rotation 180° swing (90° each side of center) |
| Warning Device | 15.4 | A audio and visual warning device shall be equipped to remind the operator when the boom is overloaded |
| Boom Interlock | 15.5 | An mechanical interlock system which prevents or limits operators from operating the boom when the cab inside tunnels |
| Turntable Interlock | 15.6 | An mechanical interlock system which prevents or limits operators from operating the boom when the cab inside tunnels |
| On-demand Boom Limitation | 15.7 | On-demand rotation limiting of upper-frame when working parallel to railway tracks and 600 Volts DC third rails |

Table 3 – Boom Parameter Requirements

16. OPERATION EQUIPMENT PARAMETER REQUIREMENTS

| Description | Item No. | Requirement |
|-------------------------|----------|--|
| Quick Attachment System | 16.1 | Clamshell Buckets, Excavator Buckets, Ditch Cleaning Buckets, Pallet Forks, Hydraulic Debris Blowers and vehicles must have quick attachments. It should takes no more than fifteen (15) minutes to swap the equipment with minimal numbers of tools |
| Rail Threader | 16.2 | <p>Rail threader attachment (for use with tote boom attachments)</p> <ul style="list-style-type: none">• Used for threading rail in or out when replacing rail• 3-ton load capacity  |

| Description | Item No. | Requirement |
|-------------|----------|---|
| Forks | 16.3 | <ul style="list-style-type: none">• Fork frame with 54" long forks• Adjustable width forks  |

| Description | Item No. | Requirement |
|---------------|----------|--|
| Loader Bucket | 16.4 | <p data-bbox="748 302 1166 338">60" Wide, 1-1/4 yard capacity</p> <ul data-bbox="699 365 1211 401" style="list-style-type: none"> <li data-bbox="699 365 1211 401">• Reversible cutting edge/wear plate  |
| Tote Hooks | 16.5 | <p data-bbox="760 1052 1154 1087">Used for lifting materials/rail</p>  |

| Description | Item No. | Requirement |
|-----------------------------------|----------|---|
| Grapple | 16.6 | <p data-bbox="786 304 1127 338">¼ cord grapple capacity</p> <ul data-bbox="574 365 1341 399" style="list-style-type: none"> <li data-bbox="574 365 1341 399">• Easy pin-on and removal from tote boom attachment  |
| 108" Tote Boom with 50" mid-point | 16.7 | <ul data-bbox="500 980 1414 1073" style="list-style-type: none"> <li data-bbox="610 980 1304 1014">• Measured from pivoting base to tip (lifting point) <li data-bbox="500 1041 1414 1073">• 50" mid-hook allows for better control when lifting heavier loads  |

| Description | Item No. | Requirement |
|--------------------------------|----------|--|
| Rail guide plate for tote boom | 16.8 | <p style="text-align: center;">Rail guide plates for tote booms</p> <ul style="list-style-type: none"> • Allows for more secure transport of shorter rail sections • Keeps rail end from sliding out from underneath tote boom |

Table 4 – Operation Equipment Parameter Requirements

17. UPFIT PARAMETER REQUIREMENTS

| Description | Item No. | Requirement |
|--------------------------------|----------|--|
| Wi-fi Fueling Provision | 17.1 | <p>Supply and install, Asset Works, Fuel Focus RF Vehicle ID Box Model # RID-FG3-04-AW-A generic OBDII for light & heavy vehicles or equivalent</p> <p>Vehicle ID Box must be compatible with vehicle offered and must be compatible with the City of Toronto M5 Fuel transactions automatically by transmitting the vehicle ID number, odometer, and hour meter to the M5 Fuel Focus Controller.</p> <p>The system shall include but not be limited to the support brackets, clips, face plates, cables, fuel sensor filler neck coupler ring, and all other components. Model: Assetworks # RID-FG3-04-AW-A or equivalent FJ3 Vehicle Identification Box or equivalent</p> |
| Fire Extinguisher | 18.2 | <p>Two (2) of 20 lbs. - ABC rated with plastic covers Locations to be determined after award of Contract</p> |
| Vehicle Moving Alarm | 18.3 | <p>Adjustable noise level from 97dB to 112 dB Or fixed noise level between 97 dB and 112 dB Pressure washable.</p> |
| Textured Surface or Grip Strut | 18.4 | <p>All walkable surfaces, the exact locations to be determined at pre-production meeting</p> |
| Beacon Amber Light | 18.5 | <p>Roof Mounted to provide 360-degree visibility OEM or Amber Light - Whelen #L31H or equivalent</p> |
| Traffic Director | 18.6 | <p>8-Lamp amber traffic directing light, approximately 45" long, mounted on the external upper rear face of vehicle, with appropriate length of cable to reach from Traffic Director to Controller Whelen # TACF85 Or equivalent Controller – Whelen #PCC4W Or equivalent</p> |
| Work Lights | 18.7 | <p>Minimum Six (6) spotlight style lighting intended to illuminate cargo area entry and surrounding area Whelen #NP6BB or equivalent</p> |
| Light control | 18.8 | <p>All OEM illuminated "ON/OFF" actuation switches located on control panel mounted in cab</p> |

18.9

Front Light
Layout

PROPOSED CUSTOM LIGHT PACKAGE FOR TIC:
"LIGHT BARS" LED LIGHTING
TURNTABLE BOOM LIGHTING

Dual LED Boom Work Lights

4-Corner LED Work Lights

LED Auto-Travel Lights
(Front & Rear)

LED Auto-Travel Red Tail Lamp
(Front & Rear)



Entire "light bar"
assembly folds
down 90° to ground
level for easy
maintenance

*Not Shown (folded):
Rear LED Amber Beacon

*Light bar package also
includes 3-sec motion
alarm (sounds with
change of direction)

18. APPENDIX 1 – RADIO SPECIFICATION

18.1 Mobile Radio

Components to Be Installed & Wire Rough-In To Be Completed By Contractor:

- Antenna & Antenna Cables
 - The Radio and GPS Antennas can be separated or combined into one antenna. TTC's preference is to use the combined radio/GPS antenna.
 - GPS antenna will be active with 5v nominal supplied on the center pin, 40 mA maximum
 - Combination Radio/GPS Antenna: 380 to 430 MHz Flexi-whip/GPS vehicle Antenna with 2dBi gain
 - Cable: GPS cable should be terminated with SMC female connector, RF antenna cable should be terminated with a BNC cable
 - Sepura Part Number: 360-00001 [Combination Antenna]
- Power Harness
 - Sepura Part Number 300-00066
 - Vehicle harness with 12 v supply, ground and power wire
 - Radio to powered to live battery so it is always on, users will be responsible to manually shut it off. TTC considers this the same as a safety device
- Console and Transceiver can be mounted separately or together depending on space available
- It is TTC's preference to mount the radio in a location within reach of the driver and does not interfere with the safe seating of passengers. If this vehicle is equipped with an after-market console, then the wiring is to be routed to the console Location to be finalized at pre-production meeting
- Console to Transceiver Cable, one of (depending on transceiver location):

| Description | Sepura Part number |
|----------------------------|--------------------|
| Remote console cable, 0.5m | 300-00067 |
| Remote console cable, 2m | 300-00068 |
| Remote console cable, 3m | 300-00664 |
| Remote console cable, 5m | 300-00069 |
| Remote console cable, 7m | 300-00665 |
| Remote console cable, 10m | 300-00070 |
| Remote console cable, 12m | 300-00666 |

- Console DIN Mounting
 - DIN fitting kit Sepura Part Number: 300-00804
- Loudspeaker
 - Can be wired to the vehicle's front drivers speakers or use a loud speaker
 - Low profile loudspeaker Sepura Part Number: 300-00719
 - Extension cable Sepura Part Number: 300-00082
- Fist Microphone Clip
 - Mounting holes/location for microphone clip to be provided.



Fist Microphone Mounting Clip

TTC will supply SRG 3900 Transceiver, Console Head, and Speaker/Fist Microphone. Console head is Sepura part number: 300-00771 as a reference

Components may be purchased from:

Federal Wireless Communications Inc.

Wiring Rough-In - Antennae mounting location and wire rough in terminal locations to be determined after award of contract



Console and Transceiver

Parts Summary -

- A summary of all the parts the contractor will require for each vehicle

| Description | Sepura Part No. |
|---|------------------------|
| <u>Combination Antenna</u> 380-430MHz flexi-whip/GPS vehicle antenna, 5m cable, 2dBi | 360-00001 |
| <u>Console to Transceiver Cable (Choose one)</u> | |
| Remote console cable, 0.5m | 300-00067 |
| Remote console cable, 2m | 300-00068 |
| Remote console cable, 3m | 300-00664 |
| Remote console cable, 5m | 300-00069 |
| Remote console cable, 7m | 300-00665 |
| Remote console cable, 10m | 300-00070 |
| Remote console cable, 12m | 300-00666 |
| <u>Console DIN Mounting Kit</u> DIN fitting kit | 300-00804 |
| <u>Loudspeaker</u> Low-profile loudspeaker Extension cable (5m) | 300-00719 300-00082 |

19. APPENDIX 2 – MILESTONES TRACKING FORM

Table is given as a reference for the milestones that TTC would like to track and be reported on for this project. Please specify the milestones based on number of days upon award of contract.

| Milestone (REFERENCE ONLY) | Owner | Required Date | Achieved Date |
|--|--------------|---------------|---------------|
| Contract Award | TTC | | |
| Preproduction Meeting | Contractor | | |
| First Pre-Delivery Inspection | Contractor | | |
| Second pre-delivery inspection and testing | Contactactor | | |
| Complete units delivered to TTC | Contractor | | |

Table 5

20. APPENDIX 3 – TECHNICAL REQUIREMENTS

This section has to be filled in and submitted to the TTC within 10 days from the Notification of Award.

| Description | Item No. | Requirement |
|---|----------|-------------|
| Make | 20.1 | |
| Model | 20.2 | |
| Length | 20.3 | |
| Height on Rubber | 20.4 | |
| Tires Size | 20.5 | |
| Height on Hi-Rail | 20.6 | |
| Engine Make | 20.7 | |
| Engine Model | 20.8 | |
| Engine Cylinders | 20.9 | |
| Engine Size | 20.10 | |
| Engine Power | 20.11 | |
| Engine Torque | 20.12 | |
| Tail Swing Radius | 20.13 | |
| Vehicle weight without any attachment | 20.14 | |
| Adjusted load chart to meet TTC streetcar requirement | 20.15 | |

21. APPENDIX 4 – PLAQUE DETAIL REQUIREMENT

Wheel Gauge Plaque

| | Minimum | Nominal | Maximum |
|----------------------------------|-------------------------|-----------------------|-------------------------|
| Wheel gauge Under load | 4'-10 ^{11/16"} | 4'-10 ^{3/4"} | 4'-10 ^{13/16"} |
| Track Gauge | 4'-10 ^{13/16"} | 4'-10 ^{7/8"} | 4'-10 ^{15/16"} |
| Back to back | 4'-8 ^{9/16"} | 4'-8 ^{5/8"} | 4'-8 ^{11/16"} |

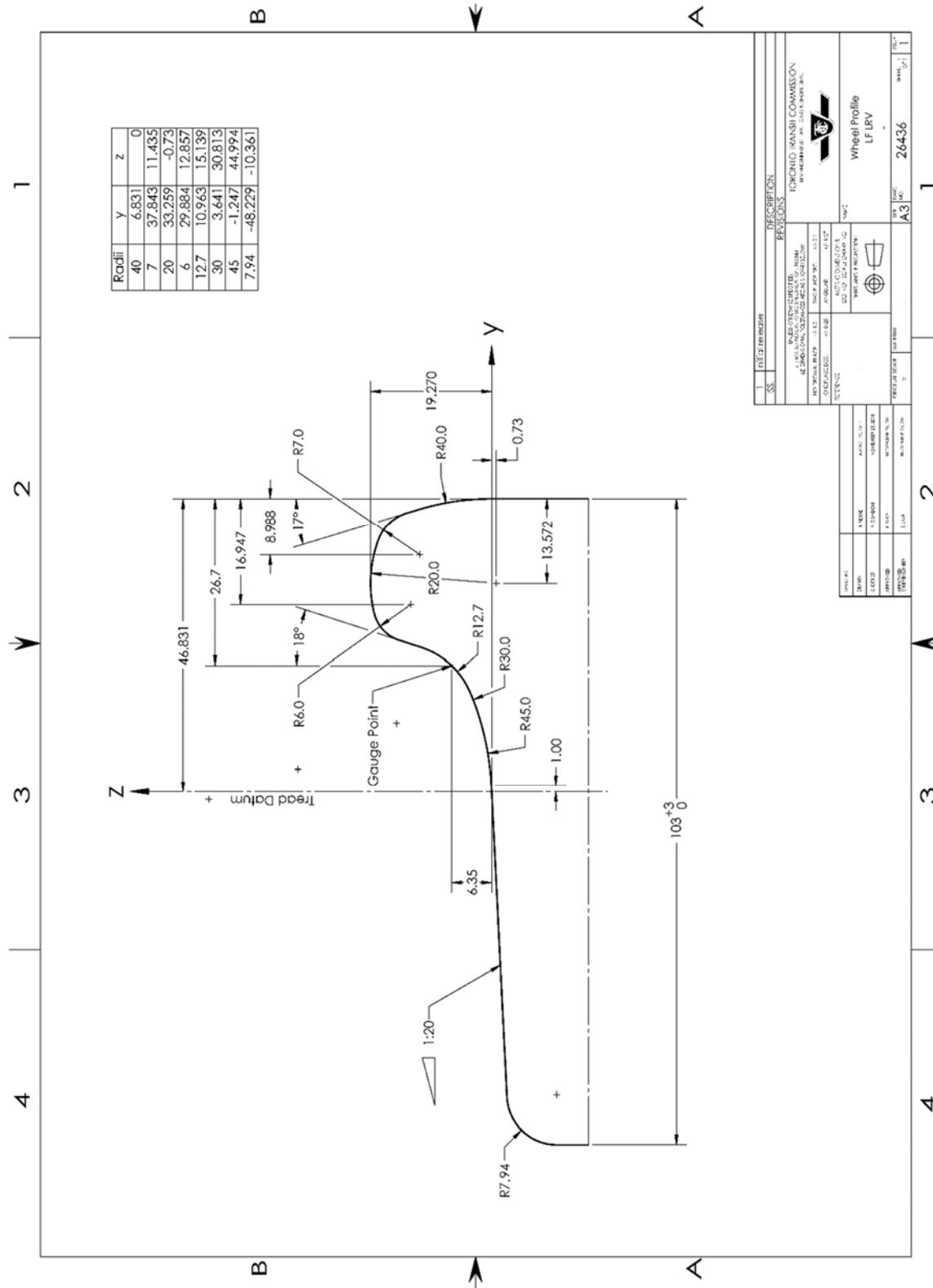
Vehicle Information Plaque

| | |
|---|--|
| ROPS/FOPS | |
| Model | |
| Model year | |
| Serial number | |
| Operating weight | |
| Max Allowable Weight (Load Chart: Front, Side, Rubber Tire, Hi-Rail) | |

Turning Radius Warning Plaque

| |
|--|
| <p>WARNING RAIL CURVES LESS THAN 100 FEET RADIUS NEED TO BE ON RUBBER TIRES RUBBER TIRES MUST BE USED AT UNION LOOP</p> |
|--|

22.2 26436 Wheel Profile – LFLRV



| 1. 11/17 REVISION | | DESCRIPTION | |
|--|--|-------------------------|--|
| SS | | REVISED | |
| TORONTO MANSI COMMISSION 1200 SHEPPARD AVENUE EAST, SUITE 100 SCARBOROUGH, ONTARIO M1S 1T7 | | | |
| PROJECT NO. 26436 DRAWING NO. 26436-01 | | Wheel Profile LF LRV | |
| DATE: 10/24/2018 | | SCALE: 1:1 | |
| DRAWN BY: [Name] | | CHECKED BY: [Name] | |
| PROJECT MANAGER: [Name] | | APPROVED BY: [Name] | |
| PROJECT NO. 26436 | | SHEET NO. 1 | |

| NO. | REVISION | DATE | BY | CHKD. |
|-----|-------------------------|------------|--------|--------|
| 1 | ISSUED FOR CONSTRUCTION | 10/24/2018 | [Name] | [Name] |

22.4 LFLRV Wheel Gauge Calculation

| | nominal size | Tolerance | | maximal size | minimal size | Remark |
|---|--------------|-----------|-------|--------------|--------------|--|
| | | Tol + | Tol - | | | |
| Wheel gauge requirement of un-assembled wheelset | 1492 | 0 | -3 | 1492 | 1489 | [tolerance according to TS15.8.11] |
| Nominal back to back distance without vertical load | 1437.4 | 0.7 | -0.5 | 1438.1 | 1436.9 | ¹⁾ 1438.2mm with W1 vertical load |
| Wheel gauge without vertical load | 1490.8 | 0.7 | -0.5 | 1491.5 | 1490.3 | ²⁾ |
| Nominal wheel gauge requirement | 1492.25 | 1.5 | -1.5 | 1493.75 | 1490.75 | [tolerance according to TS15.8.11] |
| Nominal wheel gauge @ W1 load | 1491.6 | | | | | ²⁾ ³⁾ |
| Minimal wheel gauge @ W1 load | | | | | 1491.1 | ²⁾ ³⁾ |
| Maximal wheel gauge @ W5 load | | | | 1492.7 | | ²⁾ ³⁾ |

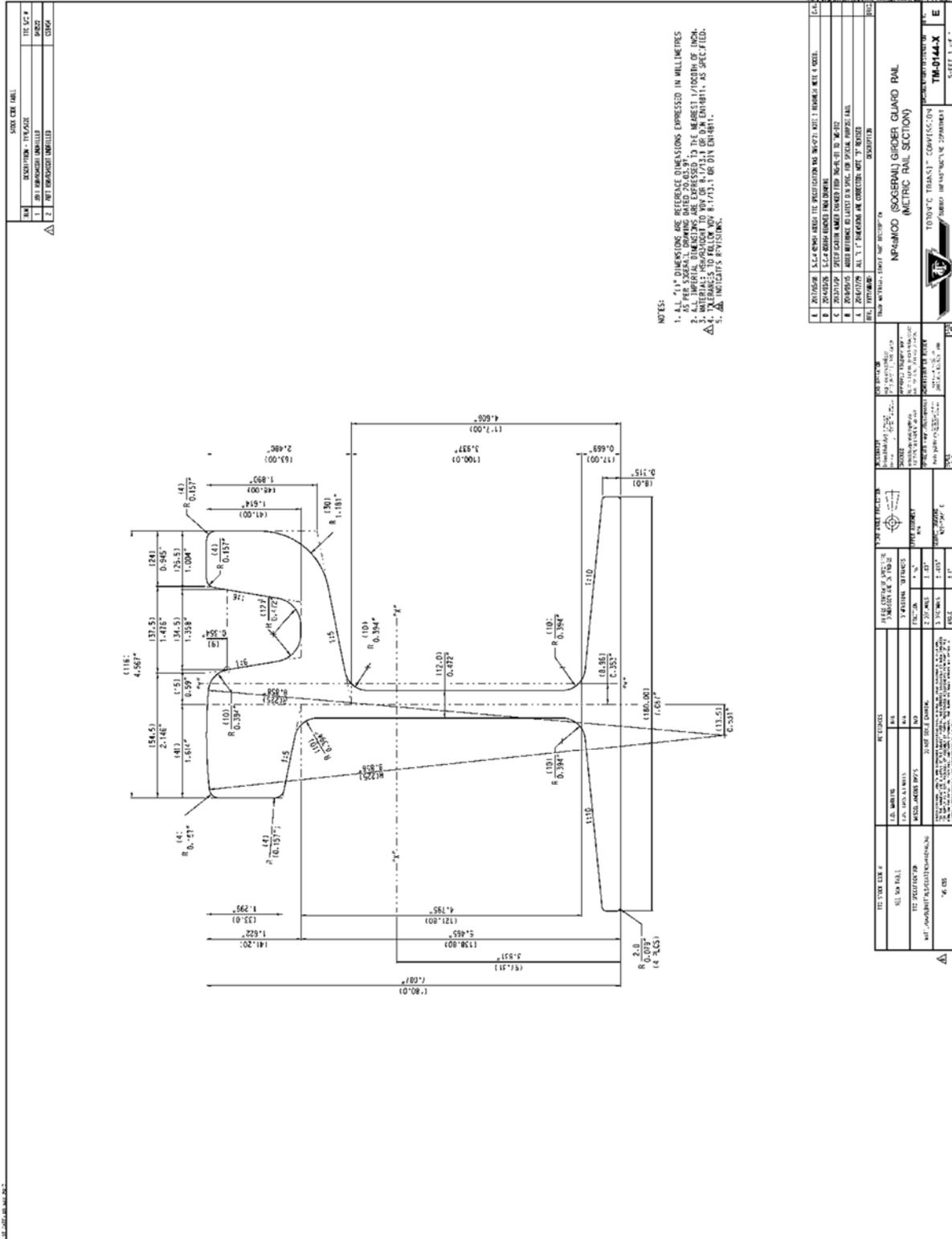
¹⁾ The back-to-back dimension is the test value which is controllable on the un-assembled wheelset between the wheel bodies.

²⁾ The wheel gauge is a theoretical value based on the back to back dimension considering the gauge point definition as indicated in the drawing of the proposed wheel profile BT6-72 and TTC drawing 25976.

³⁾ Bending of the axle under load is calculated to be 0.8mm @ W1 load, 1.2mm @ W5 load.

Table 1 – Wheel gauge calculation

22.5 TM-0144-X



NOTES:
 1. ALL DIMENSIONS ARE EXPRESSED IN MILLIMETRES.
 2. ALL DIMENSIONS ARE EXPRESSED TO THE NEAREST 1/1000TH OF AN INCH.
 3. DIMENSIONS TO FOLLOW UNLESS OTHERWISE SPECIFIED.
 4. DIMENSIONS TO FOLLOW UNLESS OTHERWISE SPECIFIED.
 5. Δ INDICATES REVISIONS.

| | | |
|------|-------------------------|----------|
| REV. | DESCRIPTION | DATE |
| 1 | ISSUED FOR CONSTRUCTION | 10/10/00 |
| 2 | ISSUED FOR CONSTRUCTION | 10/10/00 |
| 3 | ISSUED FOR CONSTRUCTION | 10/10/00 |
| 4 | ISSUED FOR CONSTRUCTION | 10/10/00 |
| 5 | ISSUED FOR CONSTRUCTION | 10/10/00 |

| | |
|---|---|
| TITLE: NIPPON RAIL (SOBERNAIL) GIRDER GUARD RAIL (METRIC RAIL SECTION) DRAWING NO.: TM-0144-X SHEET NO.: 1 OF 1 | |
| PROJECT: NIPPON RAIL (SOBERNAIL) GIRDER GUARD RAIL (METRIC RAIL SECTION) DRAWING NO.: TM-0144-X SHEET NO.: 1 OF 1 | PROJECT: NIPPON RAIL (SOBERNAIL) GIRDER GUARD RAIL (METRIC RAIL SECTION) DRAWING NO.: TM-0144-X SHEET NO.: 1 OF 1 |
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22.6 DM-0205-03 Clearance and Cover - LRT



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| L. R. T. | 3.1 |
| DESIGN VEHICLES | |

Standard LRT Design Vehicle.

3.1.2

For developing the design dynamic car body profile for Light Rail design, Equipment Departments maximum moving dimension line #2 as shown on drawing #11186-1 was accepted unconditionally. The mirror in dynamic position on the drivers side was disregarded. The design static and dynamic profiles are shown in Standards 3.1.2.1.A & B.

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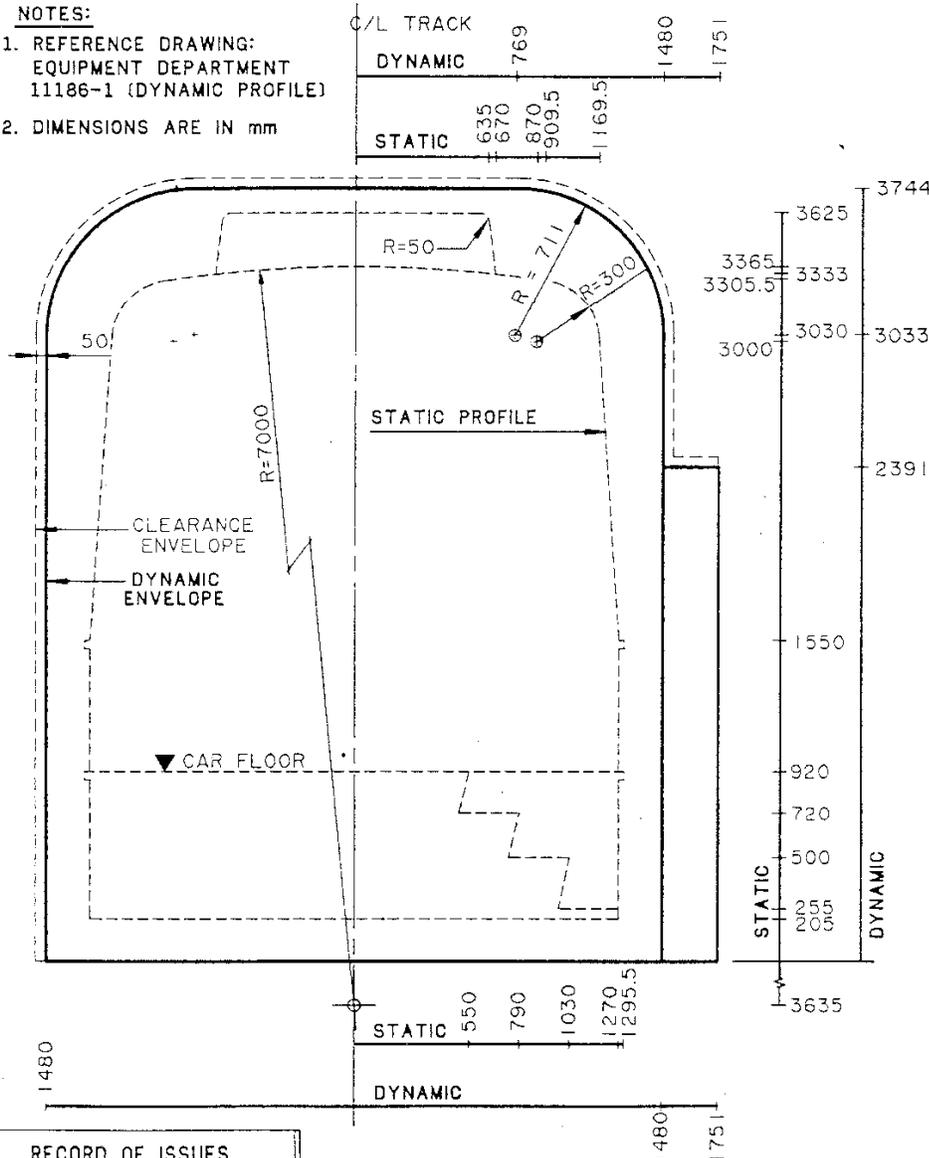
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LRT 3.1.2.1.A
CLR V DYNAMIC PROFILE

NOTES:

1. REFERENCE DRAWING:
EQUIPMENT DEPARTMENT
I1186-1 (DYNAMIC PROFILE)
2. DIMENSIONS ARE IN mm



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| L. R. T. | 3.2 |
| CLEARANCE REQUIREMENTS | |

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| <u>CLEARANCES</u> | 3.2.2 |
| <u>Standards Right-of-Way Sections.</u> | 3.2.2.1 |
| <p>This Part covers the minimum requirements for the L.R.T. cross-sections which have been developed to accommodate the design car body profile (Standard 3.1.2.1.A), fixed equipment and the required clearances to provide an efficient, economical and safe structure for both operating equipment and maintenance personnel.</p> <p>Vent and fan shafts shall be located as required, in underground sections.</p> | |
| <u>Box Structure Section.</u> | 3.2.2.2 |
| a) <u>General</u> | |
| Standard 3.2.2.B shows the shapes of cross-sections. | |
| b) <u>Chord Lengths</u> | |
| Structures within or affected by horizontal curvature shall be constructed in chords of 6 m maximum length measured on the reference line arc. For curve radii greater than 1000 m, chord lengths of 12 m measured on the reference line arc are acceptable. | |
| c) <u>Horizontal and Vertical Curvature and Superelevation</u> | |
| Adjustments to structures for clearances due to horizontal and vertical curvatures and superelevation shall be as described in Section 3.2.2. | |
| <u>Surface Section.</u> | 3.2.2.3 |
| a) <u>General</u> | |
| Standards 3.2.2.A.1, 3, 5 and 7 show cross-sections for open cut and fill surface sections. | |
| b) <u>Drainage</u> | |
| The type and size of drainage system shall be designed to suit local conditions and shall be adequate to collect surface drainage and eliminate run-off to adjacent properties. Refer to Standards 3.2.2.A.2, 4, 6 and 8 for drainage details. | |

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| L. R. T. | 3.2 |
| CLEARANCE REQUIREMENTS | |

c) Construction

3.2.2.3
(cont'd)

Ballast for the road bed shall be placed in two stages, initially to an elevation 350 mm below the top of rail and completed with the installation of track, ties, etc., to an elevation level with the top of the tile.

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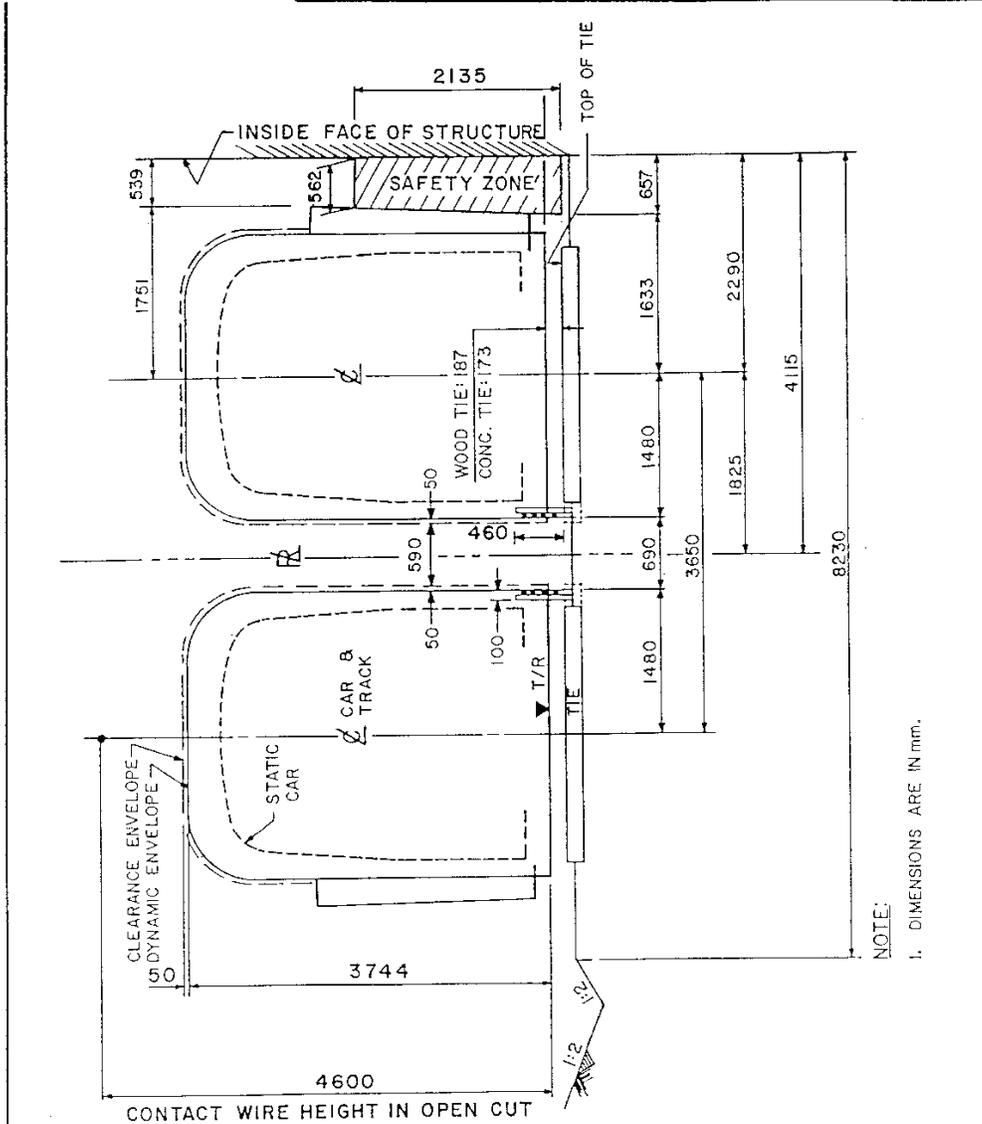


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| L.R.T. | 3.2.2.A |
| CLEARANCES AT SURFACE | |



NOTE:
1. DIMENSIONS ARE IN mm.

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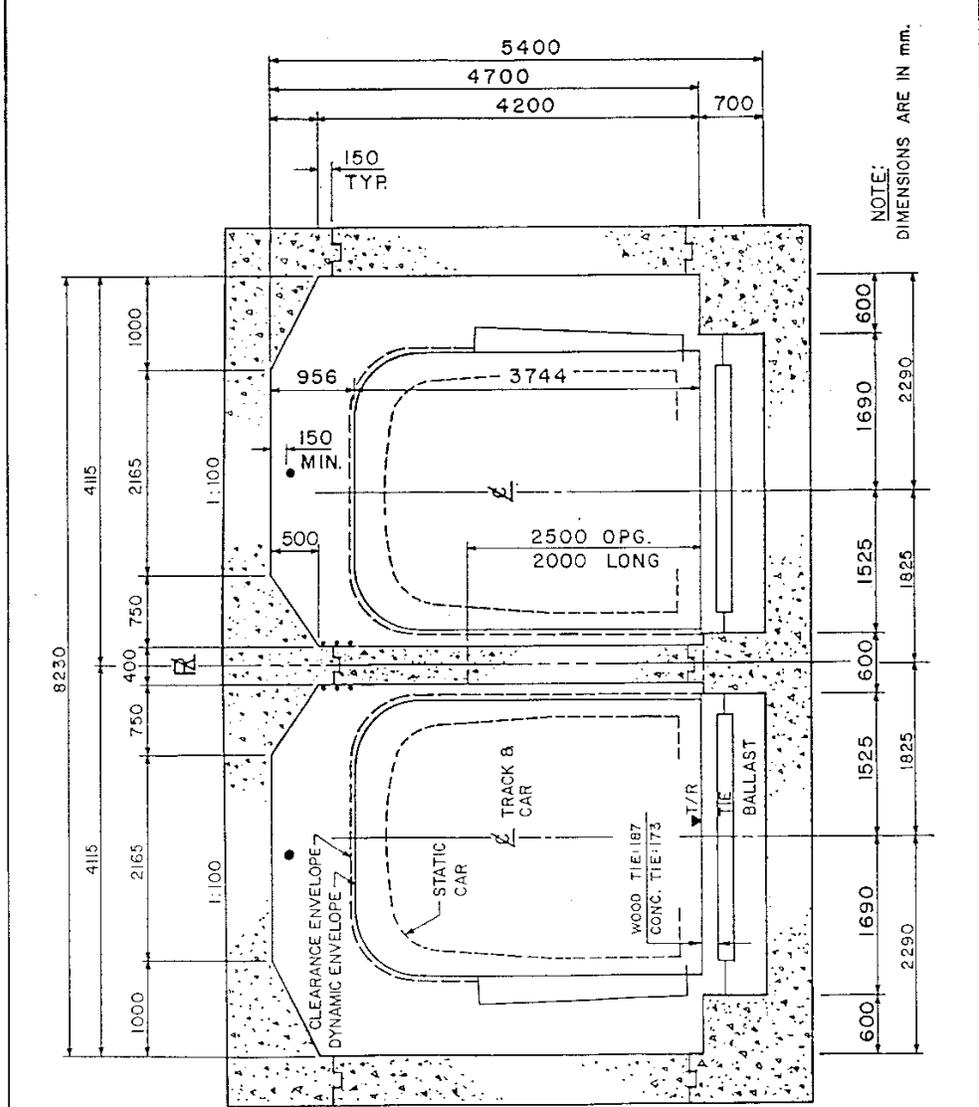
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L.R.T. 3.2.2.B
CLEARANCES - BOX STRUCTURE



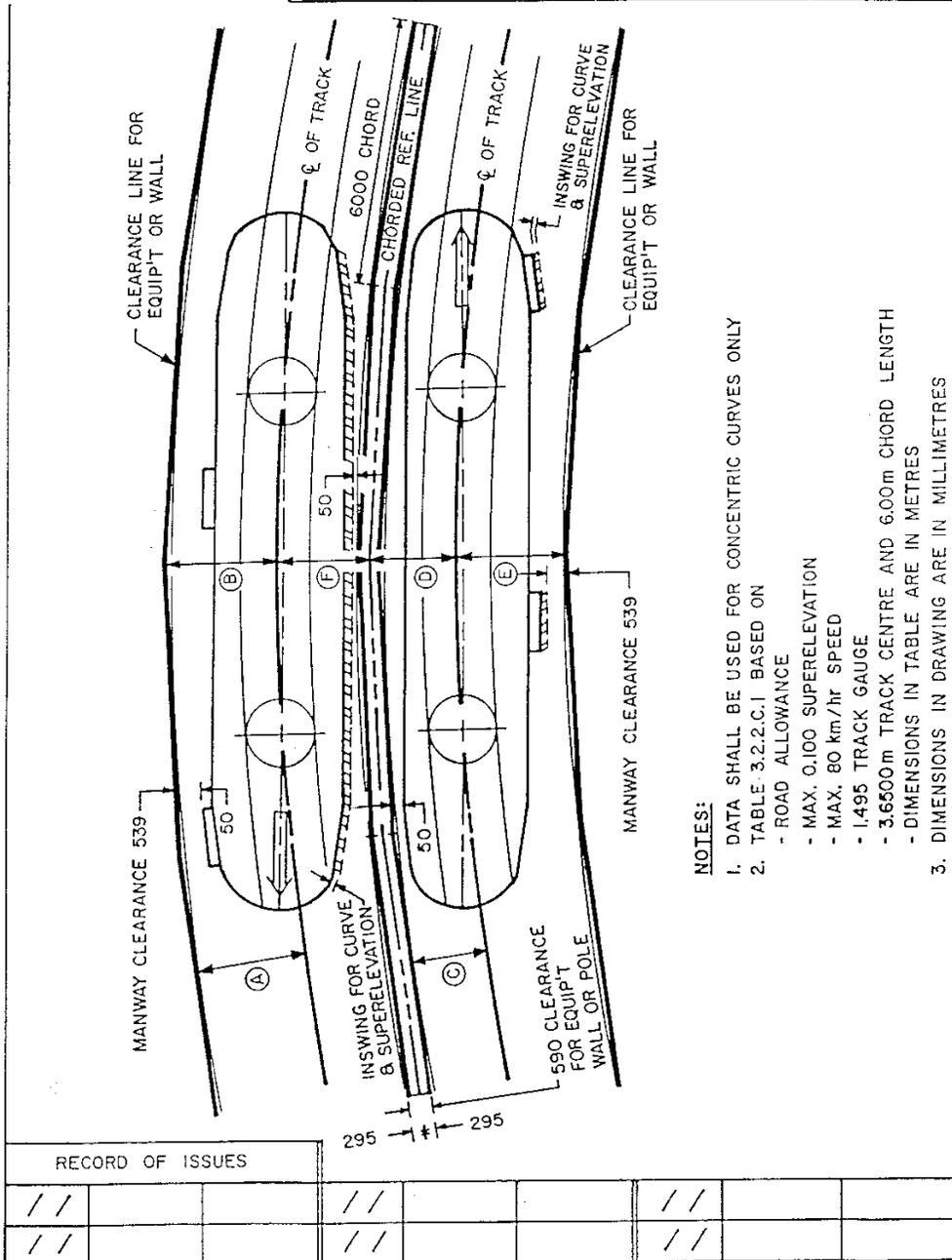
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| L.R.T. | 3.2.2.C |
| CLRV CLEARANCE DIAGRAM HORIZONTAL CURVES | |



NOTES:

1. DATA SHALL BE USED FOR CONCENTRIC CURVES ONLY
2. TABLE 3.2.2.C.1 BASED ON
 - ROAD ALLOWANCE
 - MAX. 0.100 SUPERELEVATION
 - MAX. 80 km/hr SPEED
 - 1.495 TRACK GAUGE
 - 3.6500m TRACK CENTRE AND 6.00m CHORD LENGTH
3. DIMENSIONS IN TABLE ARE IN METRES

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L.R.T. 3.2.2.C.1
CLR V CLEARANCE DATA
HORIZONTAL CURVES

| RADIUS | OUTSWING | | | | INSWING | | S.E. | V |
|------------------|----------|--------|--------|--------|---------|--------|-------|------|
| | A | B | C | D | E | F | | |
| 15,058.8235 | 2.2905 | 2.2908 | 1.5305 | 1.8258 | 2.3506 | 1.8356 | 0.005 | 80.0 |
| 7,529.4118 | 2.2910 | 2.2916 | 1.5309 | 1.8265 | 2.3613 | 1.8463 | 0.010 | 80.0 |
| 7,500.0000 | 2.2910 | 2.2916 | 1.5309 | 1.8265 | 2.3613 | 1.8463 | 0.010 | 80.0 |
| 5,500.0000 | 2.2914 | 2.2922 | 1.5313 | 1.8271 | 2.3697 | 1.8547 | 0.014 | 80.0 |
| 3,500.0000 | 2.2922 | 2.2935 | 1.5320 | 1.8283 | 2.3867 | 1.8717 | 0.022 | 80.0 |
| 3,011.7641 | 2.2926 | 2.2941 | 1.5324 | 1.8288 | 2.3931 | 1.8781 | 0.025 | 80.0 |
| 3,000.0000 | 2.2926 | 2.2941 | 1.5324 | 1.8289 | 2.3931 | 1.8781 | 0.025 | 80.0 |
| 2,500.0000 | 2.2931 | 2.2949 | 1.5328 | 1.8296 | 2.4038 | 1.8888 | 0.030 | 80.0 |
| 2,000.0000 | 2.2939 | 2.2961 | 1.5335 | 1.8308 | 2.4207 | 1.9057 | 0.038 | 80.0 |
| 1,500.0000 | 2.2952 | 2.2982 | 1.5347 | 1.8327 | 2.4463 | 1.9313 | 0.050 | 80.0 |
| 1,505.8824 | 2.2952 | 2.2981 | 1.5347 | 1.8327 | 2.4463 | 1.9313 | 0.050 | 80.0 |
| 1,003.9216 | 2.2977 | 2.3022 | 1.5370 | 1.8365 | 2.4996 | 1.9846 | 0.075 | 80.0 |
| 1,000.0000 | 2.2978 | 2.3023 | 1.5371 | 1.8366 | 2.4996 | 1.9846 | 0.075 | 80.0 |
| 950.0000 | 2.2982 | 2.3029 | 1.5374 | 1.8372 | 2.5081 | 1.9931 | 0.079 | 80.0 |
| 900.0000 | 2.2986 | 2.3036 | 1.5378 | 1.8378 | 2.5188 | 2.0038 | 0.084 | 80.0 |
| 850.0000 | 2.2991 | 2.3044 | 1.5383 | 1.8386 | 2.5294 | 2.0144 | 0.089 | 80.0 |
| 800.0000 | 2.2997 | 2.3053 | 1.5388 | 1.8394 | 2.5402 | 2.0252 | 0.094 | 80.0 |
| 752.9412 | 2.3003 | 2.3063 | 1.5394 | 1.8403 | 2.5530 | 2.0380 | 0.100 | 80.0 |
| 725.0000 | 2.3007 | 2.3069 | 1.5397 | 1.8409 | 2.5533 | 2.0383 | 0.100 | 78.5 |
| 700.0000 | 2.3011 | 2.3075 | 1.5401 | 1.8415 | 2.5537 | 2.0387 | 0.100 | 77.1 |
| 675.0000 | 2.3015 | 2.3081 | 1.5405 | 1.8421 | 2.5541 | 2.0391 | 0.100 | 75.7 |
| 650.0000 | 2.3019 | 2.3088 | 1.5409 | 1.8428 | 2.5545 | 2.0395 | 0.100 | 74.3 |
| 625.0000 | 2.3024 | 2.3096 | 1.5413 | 1.8435 | 2.5549 | 2.0399 | 0.100 | 72.9 |
| 600.0000 | 2.3029 | 2.3104 | 1.5417 | 1.8442 | 2.5554 | 2.0404 | 0.100 | 71.4 |
| 575.0000 | 2.3034 | 2.3113 | 1.5423 | 1.8451 | 2.5560 | 2.0410 | 0.100 | 69.9 |
| 550.0000 | 2.3041 | 2.3122 | 1.5428 | 1.8460 | 2.5565 | 2.0415 | 0.100 | 68.4 |
| 525.0000 | 2.3047 | 2.3133 | 1.5434 | 1.8470 | 2.5572 | 2.0422 | 0.100 | 66.8 |
| 500.0000 | 2.3055 | 2.3145 | 1.5441 | 1.8481 | 2.5578 | 2.0428 | 0.100 | 65.2 |
| 475.0000 | 2.3063 | 2.3157 | 1.5448 | 1.8493 | 2.5586 | 2.0436 | 0.100 | 63.5 |
| 450.0000 | 2.3072 | 2.3172 | 1.5456 | 1.8506 | 2.5595 | 2.0445 | 0.100 | 61.8 |
| 425.0000 | 2.3082 | 2.3187 | 1.5466 | 1.8521 | 2.5604 | 2.0454 | 0.100 | 60.1 |
| 400.0000 | 2.3093 | 2.3205 | 1.5476 | 1.8538 | 2.5615 | 2.0465 | 0.100 | 58.3 |
| 375.0000 | 2.3106 | 2.3226 | 1.5487 | 1.8557 | 2.5627 | 2.0477 | 0.100 | 56.5 |
| 350.0000 | 2.3120 | 2.3249 | 1.5501 | 1.8579 | 2.5641 | 2.0491 | 0.100 | 54.5 |
| 325.0000 | 2.3137 | 2.3275 | 1.5516 | 1.8604 | 2.5657 | 2.0507 | 0.100 | 52.6 |
| 300.0000 | 2.3156 | 2.3306 | 1.5534 | 1.8634 | 2.5675 | 2.0525 | 0.100 | 50.5 |
| 275.0000 | 2.3179 | 2.3343 | 1.5555 | 1.8668 | 2.5697 | 2.0547 | 0.100 | 48.3 |
| 250.0000 | 2.3207 | 2.3387 | 1.5580 | 1.8710 | 2.5724 | 2.0574 | 0.100 | 46.1 |
| 225.0000 | 2.3241 | 2.3441 | 1.5611 | 1.8761 | 2.5756 | 2.0606 | 0.100 | 43.7 |
| 200.0000 | 2.3282 | 2.3507 | 1.5649 | 1.8824 | 2.5796 | 2.0646 | 0.100 | 41.2 |
| 175.0000 | 2.3336 | 2.3593 | 1.5698 | 1.8905 | 2.5848 | 2.0698 | 0.100 | 38.6 |
| 150.0000 | 2.3407 | 2.3707 | 1.5763 | 1.9013 | 2.5917 | 2.0767 | 0.100 | 35.7 |
| 125.0000 | 2.3506 | 2.3866 | 1.5853 | 1.9163 | 2.6014 | 2.0864 | 0.100 | 32.6 |
| 100.0000 | 2.3652 | 2.4102 | 1.5987 | 1.9387 | 2.6159 | 2.1009 | 0.100 | 29.2 |
| 75.0000 | 2.3891 | 2.4491 | 1.6207 | 1.9757 | 2.6402 | 2.1252 | 0.100 | 25.2 |
| 50.0000 | 2.4352 | 2.5251 | 1.6633 | 2.0482 | 2.6887 | 2.1737 | 0.100 | 20.6 |
| 25.0000 | 2.6923 | 2.8716 | 1.8774 | 2.3517 | 2.8354 | 2.3204 | 0.100 | 14.6 |
| 11.7205 | 3.2174 | 3.5952 | 2.4275 | 3.1004 | 3.1799 | 2.6649 | 0.100 | 10.0 |
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| L.R.T. | 3.3 |
| RIGHT OF WAY REQUIREMENTS | |

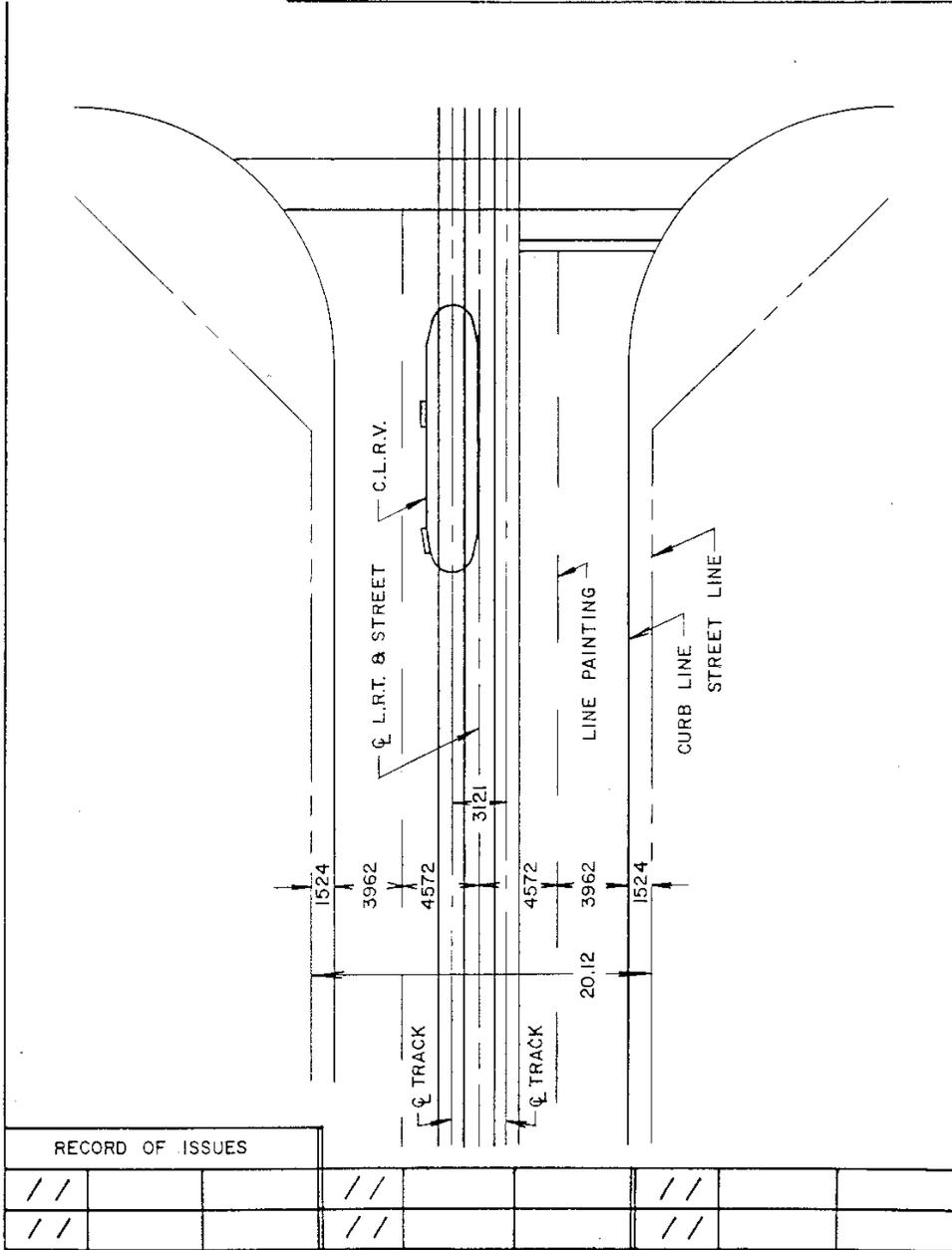
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| <u>STANDARD L.R.T. SECTIONS</u> | | 3.3.2 |
| In addition to the minimum clearance requirements described in Part 3.2.2, the following standards are applicable. | | |
| <u>Box Structure Section</u> | | 3.3.2.1 |
| Standard 3.2.2.B and drawing 01-S-400 show typical structure with tie and ballast; if required, a direct fixation track slab will be similar to the elevated structure as shown on drawing 01-S-401. Standards 3.3.2.F & G show double & single box structure with direct fixation and infill. | | |
| Standard 3.2.2.C & C.1 describe clearances required on curved track. | | |
| <u>Surface Section</u> | | 3.3.2.2 |
| The surface right of way section is defined in Part 3.2.2.3. | | |
| <u>Elevated Section</u> | | 3.3.2.3 |
| In the elevated section all the clearances apply as per Part 3.3.2.1; the structure is shown on drawing 01-S-401. | | |
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LRT 3.3.2.A
**RIGHT OF WAY REQUIREMENTS FOR
 CLRV TRACK LOCATED ON STREET**



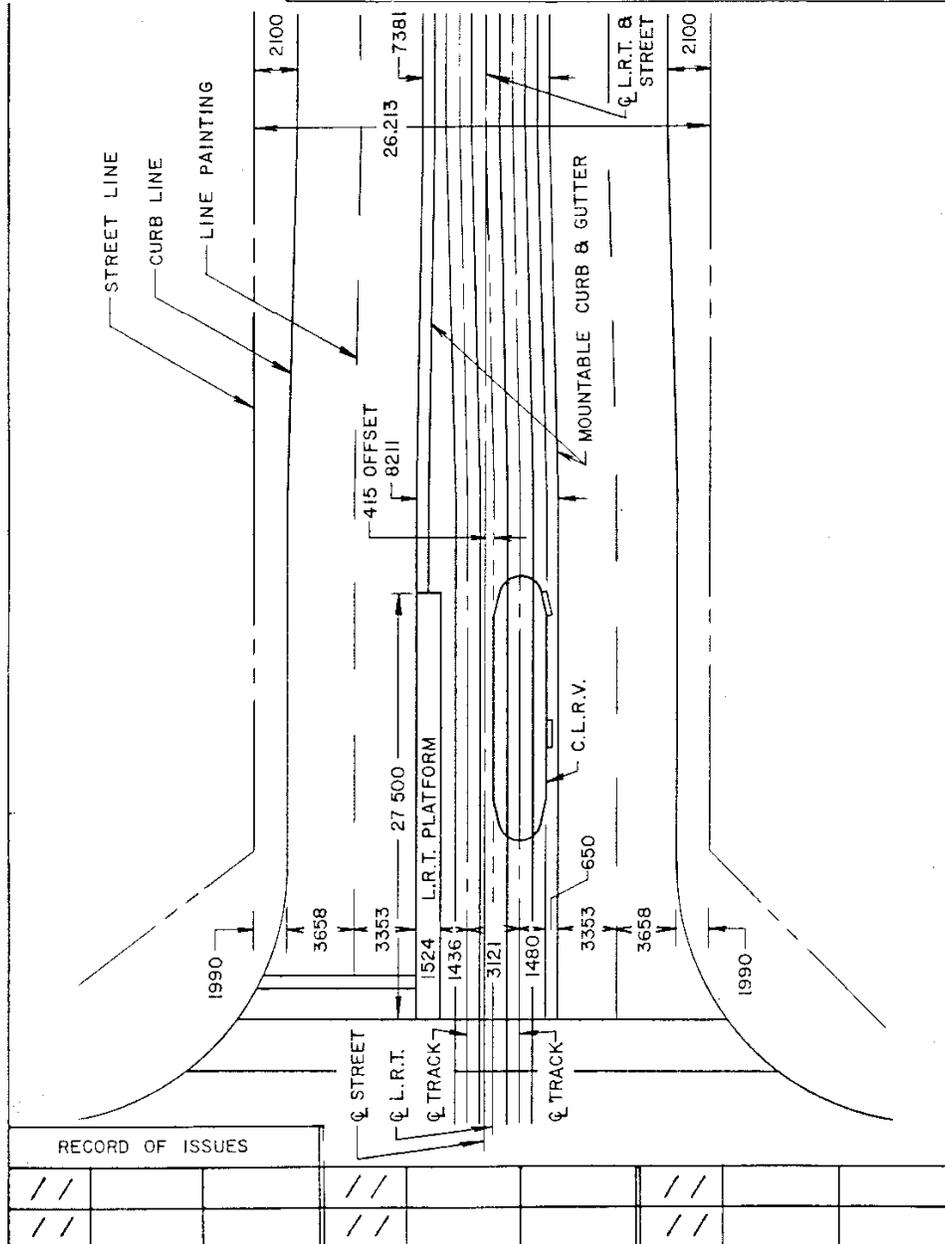


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LRT 3.3.2.B
 RIGHT OF WAY REQUIREMENTS FOR
 CLRV STATION LOCATED ON STREET



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| L.R.T. | 3.4 |
| STANDARD STATION SECTIONS | |

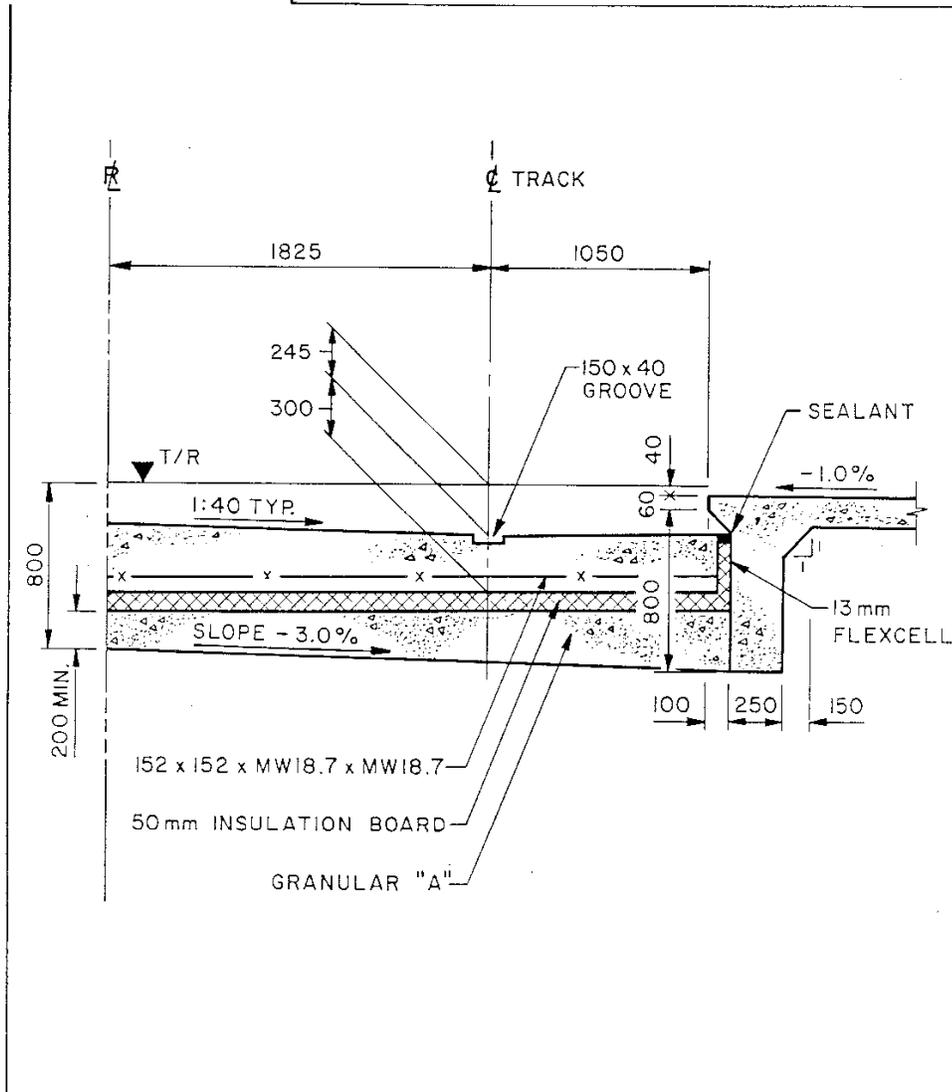
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| <u>L.R.T. STATION SECTIONS</u> | | 3.4.2 |
| a) | <u>Surface "on street" platform</u> | 3.4.2.1 |
| | The platform shall be 1.5 m wide and 30 m long, 150 mm above the top of rail. It shall have two splash boards, an access ramp 1.6 m long, and a deflector barrier at the "up stream" end. | |
| b) | <u>Surface on private ROW</u> | 3.4.2.2 |
| | The typical cross section of a station is shown on Standard drawing 01-S-403, with the concrete track slab detailed on Design Standard 3.4.2.A. The platforms may face each other, or be situated diagonally on both sides of an intersection. Maximum length of platform to be 36 m. | |
| c) | <u>Underground Platform</u> | 3.4.2.3 |
| | The typical station with a side platform shall be 36 m long with platforms 2.5 m wide. Access to or egress from the platform shall be via stairs and escalators located either off the end or sides of the platform and shall not encroach on the platform area. See Standard 3.4.2.B. | |
| | For the associated integral station furnishings, equipment, fixtures, drainage requirements etc., see the appropriate parts of this manual. | |
| d) | <u>Elevated platforms</u> | 3.4.2.4 |
| | The typical cross section of a side platform station is shown on Design Standard drawing 01-S-402. The minimum length of platform shall be 36 m. Access to or egress from the platform shall be via stairs and escalators located either off the end or sides of the platform and shall not encroach on the platform area. For the associated integral station furnishings, equipment, fixtures, drainage requirements, etc., see the appropriate parts of this manual. | |
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| LRT | 3.4.2.A |
| STATION - CONCRETE TRACKSLAB | |



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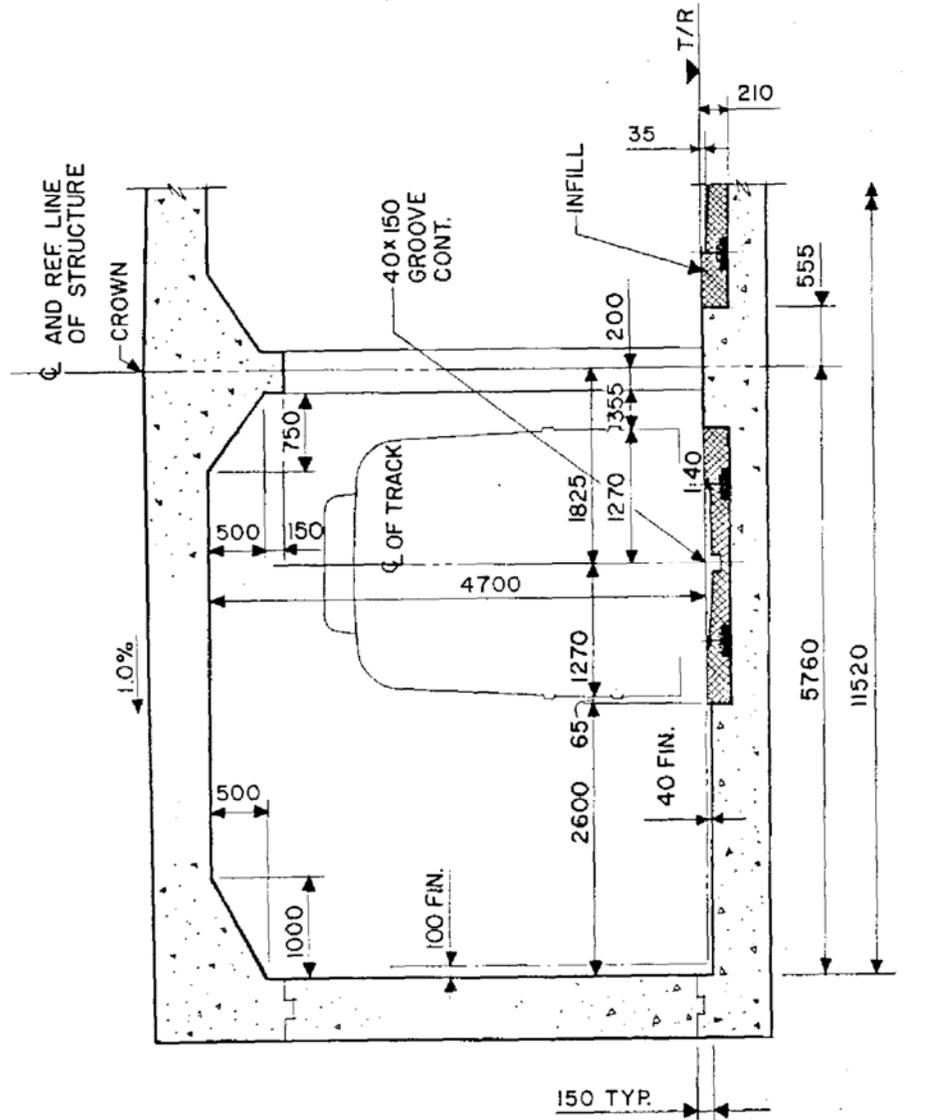
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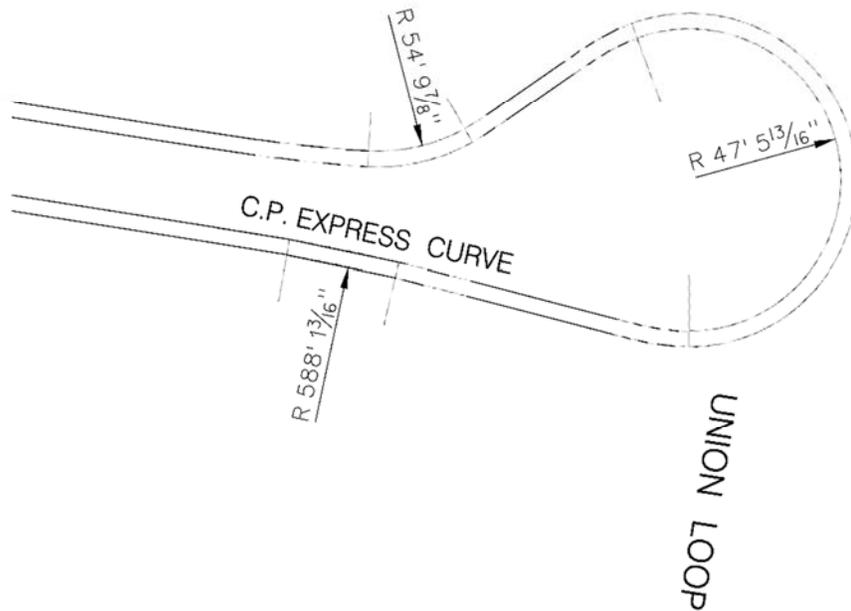
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| LRT | 3.4.2.B |
| UNDERGROUND STATION SIDE PLATFORM CROSS SECTION | |



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END OF SECTION

22.7 Union Loop



23. APPENDIX 6_VEHICLE QUANTITIES

| Term | Quantity | Reference Unit Number | New Unit Number |
|-----------|----------|-----------------------|-----------------|
| Base Term | 1 | 21-FP-SE-25 | R122 |
| Base Term | 1 | 21-FP-SE-26 | R123 |

Table 6 - Vehicle Quantities