

**TERM SHEET RE. MODIFICATIONS TO BRIDGE
LOCATED IN THE TOWN OF OAKVILLE**

This term sheet (**Term Sheet**) sets forth the terms of the agreement between Metrolinx and The Corporation of the Town of Oakville regarding, among other matters, design, construction and maintenance obligations in connection with the modification of the “**Bridge**” outlined in Schedule “A” attached hereto (as such schedule may be amended, restated or otherwise modified from time to time), whereby such modifications are required in order to accommodate the GO Expansion Program.

SUBJECT		DESCRIPTION
1.	Parties	Metrolinx (MLX) The Corporation of the Town of Oakville (the Road Authority)
2.	Term	This Term Sheet commences on the date it is executed by MLX and the Road Authority, and will terminate on the earlier of: (i) the date upon which the Bridge has been fully replaced and separate agreements that supersede this Term Sheet relating to such replacement have been entered into by MLX and the Road Authority, and (ii) the date upon which the Bridge is no longer required by MLX for the purpose of affixing the Electrification Infrastructure (the Term). In the event that an individual Bridge is replaced as described in (i) above or no longer required as described in (ii) above, such individual Bridge will be deleted from Schedule “A” and the rights and obligations of the parties hereto with respect to such Bridge will cease.
3.	Modifications to Bridge	MLX will construct, install and attach all Electrification Infrastructure and any ancillary or incidental works that MLX may deem necessary thereto, in its sole discretion (collectively, the Construction Work) in accordance with the Design Documents and Road Authority Work Permits applicable thereto. The Road Authority grants MLX permission to perform the Construction Work, and to operate and maintain the Electrification Infrastructure thereafter, provided that MLX (i) complies with the terms contained in Section 11 herein, and (ii) is otherwise not in default of the terms contained in this Term Sheet and related schedules.
4.	Design of Construction Work	MLX will design the bridge modifications and ancillary works (the Design and together with the Construction Work, collectively, the Work) and will perform the Construction Work in accordance with (i) the Design, (ii) the general terms of reference applicable the Bridge, as set out in the Terms of Reference – General Schedule attached hereto as Schedule “B” (the Terms of Reference – General), and (iii) the specific terms of reference applicable to a particular Bridge, as set out in the Terms of Reference – Specific Schedule attached hereto as Schedule “C” (the Terms of Reference – Specific , and together with the Terms of Reference – General, collectively the Terms of Reference). MLX will submit all plans, specifications, conceptual and detailed designs

		<p>for the Electrification Infrastructure (collectively, the Design Documents) to the Road Authority at 30% design and again at 100% final design.</p> <p>The Road Authority will, within 20 days of receipt of such Design Documents, provide comments to MLX as to the compliance of the Design Documents with the Terms of Reference.</p> <p>MLX agrees to review and respond to the Road Authority’s comments (if any) within a reasonable time period and will exercise commercially reasonable efforts to address such comments, having regard to impact on overall costs and schedule.</p>
5.	Completion of Barrier Work	<p>MLX will provide the Road Authority 30 days’ prior written notice of the expected completion date of the Construction Work pertaining to the electrification protective barriers only (the Barrier Work), and the Road Authority will have the right to attend with MLX at an inspection of the Barrier Work. If the Road Authority notifies MLX that the Barrier Work has not been constructed substantially in accordance with the Terms of Reference – Specific, the Road Authority shall provide detailed particulars of any such alleged non-compliance within fourteen (14) days of such inspection (the Notification Period). MLX will review and consider any comments provided by the Road Authority within the Notification Period, and will cause appropriate changes to be made to the Barrier Work, if necessary, to ensure construction in compliance with the Terms of Reference – Specific. In the event the Road Authority does not provide MLX with any comments within the Notification Period, the Barrier Work shall be deemed to have been constructed in accordance with the Terms of Reference – Specific.</p> <p>MLX’s sole obligation is to perform the Barrier Work substantially in accordance with the Terms of Reference – Specific, and provided that this has been achieved, no further consent or approval of the Road Authority is required.</p>
6.	Cost of the Work	<p>MLX will pay all costs relating to the Work, including without limitation, any and all costs relating to obtaining Third Party Permits and Approvals and utility relocations (if any), provided however, in the event the Road Authority requests that there be any changes to the Terms of Reference, then, if MLX agrees to such change (having regard to impact on costs and scheduling), the Road Authority will pay any incremental costs relating to the completion of any changes, including any incremental costs to MLX associated with any delay, compensation or any other claims made by any of MLX’s contractor(s).</p>
7.	Maintenance Obligations re. the Electrification Infrastructure	<p>For the purposes of this Term Sheet, the following capitalized terms will have the meanings ascribed as follows:</p> <p>“Electrification Infrastructure” means (i) any attachment(s) to a Bridge that is or are required to electrify the rail corridor including, without limitation, electrification protective barriers, fencing, grounding and bonding, overhead contact system supports and flash plate attachments, and (ii) any other infrastructure, attached or non-attached to a Bridge, that is</p>

		<p>ancillary to the overhead contact system; and</p> <p>“Maintenance” means, collectively, inspection, maintenance, repair, minor and major rehabilitation and partial reconstruction and replacement, but excludes, for greater certainty, full replacement.</p> <p>MLX will be responsible, at its sole cost, for the Maintenance of the Electrification Infrastructure. Such Maintenance will be performed in accordance with any required Road Authority Work Permits and Third Party Permits and Approvals.</p> <p>MLX and the Road Authority will coordinate the scheduling of any Maintenance either party is responsible for that may interfere with road or rail operations, as the case may be, or that will require access to the rail corridor in order to perform such Maintenance.</p> <p>Subject to the notice requirements in Section 8 below, if the Road Authority needs to perform any Maintenance to a Bridge where the Electrification Infrastructure interferes (not insignificantly) with such Maintenance, MLX agrees to temporarily detach the Electrification Infrastructure, at its sole cost, for a reasonable amount of time based on the specifications of such Maintenance, as determined by MLX acting reasonably, in order for the Road Authority to perform such Maintenance.</p>
8.	Notice Requirements re. Maintenance	<p>In the future, MLX will deliver to the Road Authority an access plan (the Access Plan), which will be developed in accordance with the requirements set out in Schedule “F” attached hereto. The Access Plan will provide the Road Authority reasonable access to MLX’s rail corridors in order for the Road Authority to perform certain Maintenance, and will cover items such as visual and detailed bridge inspections (in both energized and de-energized environments), maintenance, repair and minor and major bridge rehabilitation.</p> <p>The Road Authority must perform any of its Maintenance that could impact the rail corridor, including the operation thereof, and/or the Electrification Infrastructure, in accordance with the Access Plan. If the Road Authority wishes to conduct Maintenance that is not contemplated in the Access Plan, it must notify MLX reasonably in advance. For greater certainty, the Road Authority will not be permitted to conduct any Maintenance that could impact the rail corridor, including the operations thereof, and/or the Electrification Infrastructure, outside of the access set forth in the Access Plan.</p> <p>Notwithstanding the foregoing, emergency events are not subject to the provisions set out in this Section 8, but will be governed by the emergency protocol established pursuant to Section 10 below.</p>
9.	Work Permits	<p>The parties will coordinate construction and Maintenance activities affecting the other party’s rail or road operations, as the case may be, so to (i) enable timely performance of the Construction Work and/or Maintenance, and (ii) minimally interfere with the rail and road operations,</p>

		<p>as the case may be, to the extent reasonably possible.</p> <p>Prior to the commencement of any Maintenance by the Road Authority which could interfere with or impact rail operations or that requires access to the rail corridor, the Road Authority (and all of its contractors performing such Maintenance) must execute any work permit(s), which MLX (and/or its contractors) requires (the MLX Work Permit).</p> <p>Prior to the commencement of any Construction Work and/or Maintenance of the Electrification Infrastructure by MLX which could interfere with or impact road operations or that requires access to lands owned by the Road Authority, MLX (and all of its contractors performing such Construction Work and/or Maintenance) must execute the standard Road Authority work permits, which the Road Authority requires from all third parties prior to such third parties carrying out work on lands owned by the Road Authority (the Road Authority Work Permits).</p>
10.	Emergency Protocol	MLX will develop a protocol for third party access which will incorporate the principles set out in Schedule “G”, including the Road Authority, to MLX’s property in and around a Bridge in the event of an emergency. The Road Authority will be consulted during the development of such protocol.
11.	Third Party Permits/ Applicable Laws / Standards	<p>MLX will, in the performance of any Construction Work and/or Maintenance of the Electrification Infrastructure: (i) comply with all federal, provincial and municipal laws binding on it (Applicable Laws), the Road Authority Work Permits, any required permits and approvals required from any third party having an interest in a Bridge or lands and/or railway (the Third Party Permits and Approvals) and those standards and codes applicable to MLX outlined in Schedule “D” attached hereto (the Work Standards), (ii) be responsible for obtaining any and all approvals, permits, permissions to enter or other authorizations required in connection with same, (iii) perform such Construction Work in a good and workmanlike manner, and (iv) promptly attend and report to the Road Authority the discharge of any lien or security interest registered against the Road Authority’s property claimed in connection with the Construction Work. Upon MLX’s request, the Road Authority will use commercially reasonable efforts to assist MLX in obtaining any such approvals, permits, permissions to enter or other authorizations, at no cost to the Road Authority. Nothing in this section restricts or fetters the Road Authority's discretion as a road authority in any approval, permit or permission required from the Road Authority as a road authority.</p> <p>The Road Authority (and its contractors) will, in the performance of any Maintenance which could interfere with or impact rail operations or that requires access to the rail corridor, comply with all Applicable Laws, the MLX Work Permit and any Work Standards applicable to the Road Authority.</p>
12.	Access re. Work and Maintenance	Each party grants the other party a non-exclusive license to enter onto its lands for the purposes of performing the Construction Work and/or the Maintenance, as the case may be, in accordance with the terms of this Term Sheet, including the requirements to obtain a work permit pursuant to

		Section 9.
13.	Ownership	Notwithstanding any contribution by any party to the cost of the Works or Maintenance, or any degree of affixation of any improvements to the lands owned by either party, MLX and the Road Authority agree that MLX is the sole owner of the Electrification Infrastructure.
14.	Indemnity	<p>MLX hereby indemnifies and holds the Road Authority, and its employees, agents, contractors and invitees, harmless from and against any loss, cost and expense incurred by the Road Authority because of any demand, action or claim brought against the Road Authority as a result of any breach of this Term Sheet by MLX (or anyone for whom in law MLX is responsible), or the loss of or damage to property, personal injury or death, or any other direct losses or damages, howsoever and whatsoever incurred, suffered or sustained by the Road Authority as a result of any act or omission of MLX (or anyone for whom in law MLX is responsible) in the performance of the Works and/or any Maintenance, save and except for those losses or damages which have been caused or contributed to by any negligence, negligent misrepresentation or breach of statutory duty on the part of the Road Authority (or on the part of anyone for whom the Road Authority is in law responsible), and the breach of any of the provisions of this Term Sheet by the Road Authority (or by anyone for whom in law the Road Authority is responsible), including, but not limited to, any negligent act, willful misconduct or omission of the Road Authority (or by anyone for whom in law the Road Authority is responsible), which causes or contributes to any such injury, damage or loss.</p> <p>The Road Authority is liable for and responsible to MLX for any breach of any terms of this Term Sheet and any damage to the Electrification Infrastructure caused by acts or omissions of the Road Authority (or by anyone for whom in law the Road Authority is responsible), and hereby indemnifies MLX, and its employees, agents, contractors and invitees, from and against any loss, cost and expense incurred by the MLX because of any demand, action or claim brought against MLX pertaining to such breach or damage caused.</p>
15.	Future Replacement	<p>If at any time during the Term a Bridge is replaced, the terms associated therewith will be agreed to by the parties in a separate agreement, which agreement will then supersede this agreement per Section 2 herein. The Road Authority will notify MLX at least three (3) years in advance of such replacement.</p> <p>Notwithstanding the foregoing, the Road Authority agrees that MLX will be permitted to construct, install and attach the Electrification Infrastructure on such replaced Bridge.</p>
16.	Agreement	<p>MLX and the Road Authority acknowledge and agree that this Term Sheet constitutes a legal, valid and binding agreement between MLX and the Road Authority, enforceable against both parties in accordance with the terms and conditions contained herein.</p> <p>This Term Sheet will enure to the benefit of, and be binding upon, the</p>

		parties hereto and their respective successors and permitted assigns.
17.	Assignment	<p>Subject to the following paragraph, neither MLX nor the Road Authority shall be entitled to assign this Term Sheet, in whole or in part, without the prior written consent of the other party, which consent will not be unreasonably withheld or delayed.</p> <p>MLX may, in its sole discretion, and without prior consent of the Road Authority, (i) assign any or all of MLX's rights and obligations under this Term Sheet to the Government of Ontario or to a Crown Agency (as defined in the <i>Crown Agencies Act</i> (Ontario)) or the corporate entity that Metrolinx has directly contracted with to build and deliver some or all of the electrification project and/or to operate GO Transit's rail service business for a period of not less than 5 years (each, an "Assignee"); and (ii) require the Assignee to fully perform the obligations of MLX under the Term Sheet and to be fully liable to the Road Authority in all respects for all liabilities and obligations of MLX (including, for clarity, payment obligations) under the Term Sheet. The Road Authority shall, within a timeframe prescribed by MLX, acting reasonably, enter into any agreement that may be required by MLX to give effect to any assignment and assumption or novation contemplated under this paragraph, including any agreement with MLX and the Assignee that requires the Road Authority to consent to the applicable assignment and assumption or novation and to release MLX from the applicable obligations and liabilities under the Term Sheet.</p>
18.	Governing Law	This Term Sheet will be governed by and interpreted in accordance with the laws of the Province of Ontario and the federal laws applicable therein.
19.	Counterparts	This Term Sheet may be executed in one or more counterparts, and any single counterpart or a set of counterparts executed, in either case, by all parties will constitute a full, original and binding agreement for all purposes. Counterparts may be executed either in original or electronic form, provided that the party providing its signature in electronic form will promptly forward to the other party an original signed copy of this Term Sheet which was so sent electronically.
20.	Dispute Resolution	Any dispute between the parties with respect to any matter arising out of this Term Sheet will be referred to dispute resolution in accordance with Schedule "E" attached hereto.
21.	References to a Party	For the purposes of this Term Sheet, all rights granted to a party hereunder will extend to that party's contractor(s), and any obligation that a party is responsible for hereunder may be satisfied by that party's contractor(s), provided that each of the Road Authority and MLX shall remain liable for its obligations contained hereunder.

SCHEDULES TO TERM SHEET	DESCRIPTION
Schedule "A"	List of Bridges
Schedule "B"	Terms of Reference – General
Schedule "C"	Terms of Reference – Specific
Schedule "D"	Work Standards
Schedule "E"	Dispute Resolution
Schedule "F"	Access Plan Requirements
Schedule "G"	Emergency Protocol

[signature page follows]

IN WITNESS WHEREOF this Term Sheet has been duly executed by the parties hereto as of the _____ day of _____, 2020.

The Corporation of the Town of Oakville

Per: _____

Name: Jane Clohecy

Title: Acting Chief Administrative Officer

Per: _____

Name: Vicki Tytaneck

Title: Town Clerk

I/We have the authority to bind the corporation.

METROLINX

Per: _____

Name:

Title:

Per: _____

Name:

Title:

I/We have the authority to bind the corporation.

SCHEDULE "A"
LIST OF BRIDGES TO BE MODIFIED

Bridge ID	Rail Corridor	Mileage	Description of Location	Description of Bridge
	Lakeshore West	18.77	Royal Windsor Dr	Overhead Bridge

**SCHEDULE “B”
TERMS OF REFERENCE – GENERAL**

With respect to the Works to be performed by MLX in accordance with this Term Sheet, MLX will:

a) with respect to the Design Work:

1. validate or obtain all field data necessary for detailed design and perform any investigations, studies, tests and the like required in addition to the information supplied by the bridge owner or MLX to complete the Work associated with and as described in Schedule “C” (Terms of Reference – Specific) to the Term Sheet;
2. perform all design required in accordance with the design specifications defined in this Term Sheet and project specifications;
3. perform all work required to secure approval of any deviations from the requirements specified in this Term Sheet;
4. confirm locations of all utilities and be responsible for managing all scheduling impacts arising from utilities relocations. Any utility relocations shall be performed in accordance with a separate agreement with the appropriate utility company;
5. ensure that all final design, design reports, drawings, and calculations are sealed and signed by a professional engineer licensed to practice in the Province of Ontario. All final structural reports, structural drawings and foundation design reports shall be signed and sealed by two (2) professional engineer(s), licensed to practice in the province of Ontario, one (1) who performs the design and the other who checks such design; and
6. submit to the Road Authority the design submittals as listed in item 4 of the Term Sheet, and will follow the Road Authority’s typical design review process. Such submittals will be made prior to construction the relevant portion of the work

b) with respect to the Construction Work:

7. be responsible for all construction means, methods, techniques and provisions for all aspects of the Work, including without limitation, labour, plant, equipment and materials required to undertake the Work;
8. ensure structural integrity and safety during all stages of construction and for the rehabilitated structure;
9. complete the work in accordance with Ontario Provincial Standard Specifications (OPSS), the project specifications and all government and agency authorizations and approval without outstanding infractions of laws and regulations;
10. comply with all quality inspection and testing of the work in accordance with the Project Quality Management Plan and project documents;
11. upon request, provide the Road Authority access to the Work, in accordance with the terms of the project agreement, for applicable testing, investigation, audit and the like and access to associated inspection records, test results and testing facilities;
12. ensure all the foundations and substructures of the Bridges are adequate to support the proposed modifications;
13. ensure that all products used for the Work are in accordance with the Road Authority requirements and has a minimum of 75 years’ service life;
14. provide products, materials, and associated submittals (shop drawings, certifications, etc.) as typically required by the Road Authority, and follow the Road Authority’s typical review process, in accordance with applicable codes, specifications and standards articulated by the Road Authority;
15. ensure the following specifications are applied to each of the electrification protective barriers:
 - a. Solid-faced;
 - b. minimum height of two (2) metres above standing surface (including bridge railings); and

- c. extends horizontally (i) a minimum of three (3) metres beyond the overhead contact system electrified wires located under the Bridges and (ii) a minimum of five (5) metres beyond centerline of the electrified rail tracks, each being measured perpendicular to the wire/track; and
- 16. provide the Road Authority with “Record” drawings following completion of the Construction Work.
- 17. Except as may be agreed upon in a particular instance, the Road Authority will require that MLX (and all of its contractors performing such Construction Work and/or Maintenance) will maintain Royal Windsor Drive open in both directions with partial lane closures.

**SCHEDULE “C”
TERMS OF REFERENCE – SPECIFIC**

(see attached Specification Sheet for each Bridge)

FORM OF SPECIFICATION SHEET

Bridge Data		
Bridge Name	Royal Windsor Drive	
Bridge Type	Steel	
Rail Corridor	Lakeshore West	
Subdivision	Oakville	
Mileage	18.77	
Bridge Owner	Town of Oakville	
Bridge ID	999011	
Bridge Barrier Aesthetics		
Physical Element	Specific Requirement	
Panels (type)	Opaque	
Frame color – top and bookends	Grey	
Frame color – bottom bar and saddle plates	Grey	
Major fin color – structural supports	Blue Jays Blue	
Minor fin color – intermediate	Blue Jays Blue	
Medallion (design)	The “Bridge ID No. 999011” identification shall be 10mm thick metal sheet waterjet-cut shapes/letters painted securely fastened to each bookend panel on both barriers.	
New Bridge Attachments		
Item	Specific Requirement	Comments
Protective Barrier	Yes	
OCS	Yes	
Flash plate	Not required	
Bonding and Grounding	As required	
Rehabilitation Work		
1. Unknown		

Oakville I Royal Windsor Drive

Silver Finish Frame



2. The "Bridge ID No. 999011" shall be fabricated from 10-13 mm thick metal sheet with waterjet-cut shapes/letters and applied to the bookend panels.

Note: These renderings are for illustration purposes only. The exact location and length of the bridge barrier shall be determined through a complete and detailed planning and design by the responsible party.



1. View Looking North

**SCHEDULE “D”
WORK STANDARDS AND CODES**

- Project Specific Output Specifications (PSOS)
- Metrolinx, General Guidelines for Design of Railway Bridges and Structures
- Town of Oakville Standard Drawings
- Structures subjected to roadway loading (Overhead Structures):
 - a. Canadian Highway Bridge Design Code, CAN/CSA-S6-14 (Reprinted July 2017)
 - b. Ministry of Transportation, Ontario, Bridge Design Manuals, latest edition:
 - i. Structural Manual, MTO
 - ii. Ontario Structure Inspection Manual, MTO
 - iii. Structural Rehabilitation Manual, MTO
 - iv. Structural Steel Coating Manual, MTO
 - v. All other applicable Bridge Standards, Guidelines, Memorandums and Manuals, MTO
- Structures subjected to railway loading (Subway Structures):
 - a. CN – Engineering Specifications for Industrial Tracks
 - b. CP – Requirements for the Design of Steel and Concrete Bridges Carrying Railway Traffic in Canada
 - c. AREMA – American Railway Engineering of Maintenance-of Way Association, Manual for Railway Engineering 2018
- Other Structures:
 - a. Ontario Building Code (OBC), Building Code Act: O Reg. 332 – Building Code
 - b. National Building Code of Canada (NBC) 2015
 - c. CAN/CSA-A23.3 - Design of Concrete Structures
 - d. CAN/CSA-S16 - Design of Steel Structures
- Ontario Provincial Specifications for Roads and Public Works, OPS Municipal, Provincial Common and Provincial-oriented
- Structures subjected to various types of loadings shall be designed in accordance with all relevant codes and standards requirements
- Geometric Design Guide for Canadian Roads, June 2017
- Transport Canada, Guideline for Bridge Safety Management, February 2012

**SCHEDULE “E”
DISPUTE RESOLUTION¹**

1. Upon the written notice of a party, senior representatives of the Road Authority and Metrolinx being the Director, Engineering and Construction (or designate) of the Road Authority and the Director, Electrification, RER, Capital Projects Group of Metrolinx shall meet to discuss and resolve the dispute set forth in the notice.

2. If the Director, Engineering and Construction (or designate) of the Road Authority and the Director, Electrification, RER, Capital Projects Group of Metrolinx do not resolve the dispute within fifteen (15) business days after such written notice, the parties shall further attempt to resolve their dispute informally, as follows:
 - (a) the dispute shall be promptly referred for resolution to Metrolinx’s Vice President, RER, Implementation and the Road Authority’s Community Development Commissioner;

 - (b) Metrolinx’s Vice President, RER, Implementation and the Road Authority’s Community Development Commissioner shall meet as often as the parties reasonably deem necessary in order to gather and furnish to the other all information with respect to the matter in issue which the parties believe to be appropriate and germane in connection with its resolution and upon which the parties intend to rely in resolving the dispute in question. Metrolinx’s Vice President, RER, Implementation and the Road Authority’s Community Development Commissioner shall discuss the problem and negotiate in good faith in an effort to resolve the dispute without the necessity of any formal proceeding;

 - (c) during the course of such discussions, all reasonable requests made by one party to the other for non-privileged information, reasonably related to the issue in dispute under this Term Sheet, shall be honored in order that each of the parties may be fully advised of the other’s position; and

 - (d) the specific format for the discussions shall be left to the discretion of Metrolinx’s Vice President, RER, Implementation and the Road Authority’s Community Development Commissioner, but may include the preparation of agreed-upon statements of fact or written statements of position.

3. If the dispute cannot be resolved by Metrolinx’s Vice President, RER, Implementation and the Road Authority’s Community Development Commissioner, pursuant to Section 2(b) within fifteen (15) business days or such other time period as has been agreed, then the matter shall be referred to the Chief Capital Officer of Metrolinx and the Road Authority’s Chief Administrative Officer for dispute resolution substantially in accordance with the foregoing.

4. If the Chief Capital Officer of Metrolinx and the Road Authority’s Chief Administrative Officer are not able to resolve the dispute within fifteen (15) business days or such other time period as has been agreed, then upon agreement between the Chief Capital Officer of Metrolinx and the Road Authority’s Chief Administrative Officer, the matter shall be submitted to arbitration conducted in accordance with the *Arbitration Act, 1991* (Ontario) (as amended from time to time,

¹ NTD: Schedule “E” is tentative. It may be updated during the procurement process.

the “**Arbitration Act**”) in the Town of Oakville by a single arbitrator with suitable expertise, to be agreed upon by the parties within fifteen (15) calendar days of the matter being submitted to arbitration (the “**Arbitrator Election Period**”). If the parties are not able to agree on a single arbitrator before the expiration of the Arbitrator Election Period, then either party shall be entitled to make application to the Superior Court of Ontario pursuant to the Arbitration Act for selection of the arbitrator, and the provisions of such Act shall govern such selection. In the event of the failure, refusal or inability of the arbitrator to act, or continue to act, a new arbitrator shall be appointed in his or her stead, which appointment shall be made in the same manner as hereinbefore provided. The decision of the arbitrator shall be final and binding on the parties and not subject to appeal or challenge, except such limited relief provided under Section 45(1) (appeal on a question of law, with leave) or Section 46 (setting aside award) of the Arbitration Act.

5. None of the provisions in this Schedule “E” shall be construed so as to prevent a party from instituting (and a party is authorized to institute) litigation in a court of competent jurisdiction for equitable relief, but only if a party makes a good faith determination that the damages to such party (or to third parties) resulting from such continued non-resolution of the dispute in question shall be so immediate, so large or so severe, and so incapable of adequate redress after the fact, that a temporary restraining order or other immediate injunctive relief is the only adequate remedy. To the extent any such litigation is instituted the parties agree that Section 7 of the Arbitration Act shall not apply to such litigation, but only in respect of a claim for equitable relief.
6. Each party agrees to continue performing its obligations under the Term Sheet while any dispute is being resolved, to the extent performance is feasible prior to resolution of the dispute, unless and until such obligations are terminated by the termination or expiration of this Term Sheet. Any such performance by the parties shall be without prejudice to their positions in the dispute.

SCHEDULE "F" ACCESS PLAN REQUIREMENTS

Prior to the Road Authority carrying out any Maintenance to a Bridge that requires access to a rail corridor in order to perform such Maintenance, the Road Authority shall comply with the following requirements:

1. The Road Authority shall submit to Metrolinx an application for access (an "**Application for Access**"), which shall include, without limitation, the following:
 - a. a completed application for access form (an "**Application for Access Form**"), in the form attached hereto as Appendix "1". Metrolinx reserves the right to amend, supplement, update or restate the Application for Access Form, from time to time;
 - b. a detailed description of the scope of works (the "**Scope of Works**") being performed by the Road Authority and a detailed work plan methodology for carrying out such works (a "**Work Plan Methodology**"), prepared in accordance with the requirements and timelines prescribed in the Work Plan Methodology user guide attached hereto as Appendix "2" (the "**User Guide**"). For clarity, the Road Authority shall use the form set out in the User Guide when preparing and submitting the Work Plan Methodology;
 - c. a proposed schedule for the completion of the Scope of Works, which shall identify, at a minimum, the dates upon which the Road Authority intends to commence and complete the Scope of Works (the "**Proposed Schedule**");
 - d. a request for track protection confirmation ("**Track Protection Confirmation**"), as required by the GO Transit Track Worker Safety Instructions (which may be amended, supplemented or otherwise modified, from time to time), in respect of the Scope of Works. The Road Authority shall use the guiding principles set out in Appendix "3" to this Schedule when determining the type of track protection it requires; and
 - e. any and all additional information as may be requested by Metrolinx, from time to time.
2. Metrolinx shall promptly notify the Road Authority of any deficiencies in its Application for Access and shall provide any comments Metrolinx has in relation thereto. The Road Authority shall re-submit the Application for Access once it has had the opportunity to review and address any and all such deficiencies and/or comments highlighted by Metrolinx. The Road Authority shall continue to re-submit the Application for Access until Metrolinx is satisfied, in its sole discretion, with such application.
3. In conjunction with its review of the Application for Access Form, Metrolinx will conduct a complexity assessment (each, a "**Complexity Assessment**"). During a Complexity Assessment, Metrolinx will review the Scope of Works in detail and designate such works as either "green" or "red" works, as such works are further described in the User Guide.
4. If, during the Complexity Assessment, the Scope of Works is designated "green work", then the following provisions apply:
 - a. the Road Authority shall subsequently submit, for review and approval by Metrolinx, all information and supporting documentation required pursuant to Appendix B to the User Guide for "green works", in accordance with the timelines set forth in Appendix "2" to this Schedule;
 - b. Metrolinx may, in its sole discretion, conduct its own task-specific risk assessment in respect of the Scope of Works if Metrolinx is not satisfied with the information or documentation submitted by the Road Authority in accordance with this Section 5. Metrolinx shall perform said assessment in accordance with the timelines set out in Appendix "2" to this Schedule. In the event that Metrolinx identifies areas of concern during its task-specific risk assessment,

- the Road Authority shall revise and resubmit its Work Plan Methodology to address such concerns, to the satisfaction of Metrolinx, in accordance with the timelines set out in Appendix “2” to this Schedule; and
- c. Metrolinx may impose certain conditions or obligations on the Road Authority based on the level of complexity identified during the Complexity Assessment.
5. If, during the Complexity Assessment, the Scope of Works is designated “red work”, then the following provisions apply:
- a. the Road Authority shall submit, for review and approval by Metrolinx, all information and supporting documentation required pursuant to Appendix B to the User Guide for “red works”, in accordance with the timelines set forth in Appendix “2” to this Schedule;
 - b. in connection with the Proposed Schedule, the Road Authority shall include a minimum contingency of ten percent (10%) of the total estimated number of hours to complete the Scope of Works, which contingency shall be added to the last activity set forth in the Proposed Schedule. For clarity, the foregoing contingency (i) may include the two (2) hours reduction per rail corridor access that Metrolinx is entitled to make, and (ii) shall in no event extend the time granted to the Road Authority for access to the rail corridor pursuant to an Application for Access;
 - c. the Road Authority shall organize and attend a series of meetings to take place at the work site with Metrolinx and the Road Authority’s contractors, if any, and any other third parties who are integral to the performance of the Scope of Works, to review and discuss the following:
 - i. the description of the Scope of Works (and all activities related thereto) that will be performed under the Access Permit (as defined below);
 - ii. the construction methods and construction equipment to be used by the Road Authority and its contractors while performing the Scope of Works;
 - iii. the expected progress of the Scope of Works, including critical progress milestones, in accordance with the Proposed Schedule;
 - iv. the names and roles of all contractors and subcontractors performing the Scope of Works;
 - v. the location of all materials and equipment necessary to complete the Scope of Works;
 - vi. loading and unloading procedures;
 - vii. all safety compliance procedures; and
 - viii. all other matters and information that will demonstrate to Metrolinx that the Road Authority and its contractors understand the Scope of Works to be performed and have the expertise to execute such works within an active rail corridor; and
 - d. Metrolinx may impose certain conditions or obligations on the Road Authority based on the level of complexity identified during the Complexity Assessment.
6. If, as a result of the Complexity Assessment, the Application for Access has to be revised, amended or otherwise modified, the Road Authority shall promptly do so and re-submit such application to Metrolinx in accordance with the timelines set forth in Appendix “2” to this Schedule.
7. Following Metrolinx’s approval and satisfaction of an Application for Access and the corresponding Complexity Assessment, Metrolinx shall issue an access permit (an “**Access Permit**”) to the Road Authority to enter onto the rail corridor to perform the Scope of Works thereunder described, subject to the terms and conditions set forth therein. Each Access Permit shall identify, at a minimum, the following:
- a. the limited Scope of Works permitted to be performed thereunder;
 - b. the designation of works being performed (either “green” or “red” works);

- c. the duration of the Access Permit; and
 - d. any conditions or obligations to be satisfied by the Road Authority in respect of the access granted thereunder. For clarity, these conditions may include, without limitation, training requirements for parties performing the Scope of Works, compliance with certain work standards identified by Metrolinx, time restrictions for the performance of the Scope of Works, etc.
8. In conjunction with issuing an Access Permit, Metrolinx will confirm track protection for the Scope of Works contemplated thereunder. The Road Authority is required to submit a request for Track Protection Confirmation, in accordance with GO Transit Track Worker Safety Instructions, for the Scope of Works covered under an Access Permit on a weekly basis, irrespective of the time period for which the Access Permit applies. Each Track Protection Confirmation the Road Authority obtains from Metrolinx will only apply to the Scope of Works being performed during the seven (7) day period commencing on the fifteenth (15th) business day following the date upon which the Road Authority submits a request for Track Protection Confirmation to Metrolinx. Each Track Protection Confirmation is limited only to the duration specified therein, and the granting of Track Protection Confirmation by Metrolinx does not by itself, authorize the Road Authority to carry out the Scope of Works. For clarity, an Access Permit must be obtained, along with Track Protection Confirmation, for the Road Authority to conduct any Maintenance activities within a rail corridor. The Road Authority shall, in accordance with the timelines set out in Appendix “2” to this Schedule, submit to Metrolinx a track protection forecast on a quarterly basis in respect of each location in which the Road Authority anticipates it will be performing the Scope of Works in respect of the three (3) month period following the submission to Metrolinx of such forecast.
9. Metrolinx may, in its sole discretion, grant an Access Permit and/or Track Protection Confirmation for a single entry into a rail corridor or for multiple entries into a rail corridor covering a specified period of time, each depending on the Scope of Works to be performed under the applicable Access Permit or Track Protection Confirmation, as applicable.
10. Prior to the commencement of any works, the Road Authority shall display the applicable Access Permit in a highly visible area at the work site.
11. For clarity, the Road Authority acknowledges as follows:
 - a. that it shall comply with the foregoing requirements each and every time it requires access to the rail corridor to perform (or facilitate the performance of) any Maintenance activities; and
 - b. that the requirements set forth in this Schedule “F” only apply to rail corridors owned by Metrolinx. Any access to rail corridors owned by Canadian National Railway Company, Canadian Pacific Railway Company or any other third-party railway company shall be obtained through a separate process prescribed by the applicable railway company.

APPENDIX "1" TO THIS SCHEDULE "F" – ACCESS PROTOCOL

Rail Corridor Access Request

Requests are due by **1200 Tuesday** for the upcoming week (Mon - Sun)

Start of Week



PROJECT AND CONTACT INFORMATION

Oracle Task Code: -	Project #: -	Project Name:	Permit #:
Metrolinx Contact AND Phone:		Business Unit:	
Consultant Name AND Phone:		Company:	
Contractor Name AND Phone:		Company:	
Date Submitted:	Late Submission Business Critical / Safety Critical Justification:		

WORK INFORMATION

Date OR Date Range	Hours	Track #(s)/ Min Distance from Rail (ft)	Work Limits Miles/ Signals	Scope of Work (Daily scope for each separated work group)	List of Machinery	# of Separated Work Groups	# of Flagmen	Flagging Contractor (RCAC Use only)	Meeting Location	Protection (RCAC Use Only)

Additional Notes:

Revision Notes:

APPENDIX "2" TO THIS SCHEDULE "F" – ACCESS PROTOCOL

CPG-PGM-MAN-278

Work Plan Methodology

User Guide

Prepared by Rail Corridor Access and Control



Purpose

The purpose of this User Guide is to provide direction for completing a Work Plan Methodology in accordance with requirements established by Metrolinx.

The procedure described in this user manual is designed to provide the Work Group requesting access to the rail corridor a common framework for developing and communicating work plan methodologies, and to provide Metrolinx with an understanding of their roles during the review and administration process.

A completed and signed off Work Plan Methodology is required:

- before access is granted to Metrolinx Rail Corridor or any Rail Corridor on behalf of Metrolinx;
- for any work or activity in an active operational facility areas or public spaces; and,
- for any work or activity that involves a high risk task.

or has the potential to,

- Impact normal train operations;
- Affect the railway track structure;
- Affect the railway signal system.

Introduction

The completed Work Plan Methodology allows the Work Group to demonstrate awareness of the risks associated with the work. It will indicate the method of working, mitigation to be used and the risks associated with the work including the impacts on affected parties. The Work Group responsible for the work will complete and revise the Work Plan Methodology as applicable to support the work activities and the identification and mitigation of risks associated with the work planned in a rail and construction environment.

The Work Plan Methodology template has been developed to assist the Work Group to plan activities to be carried out in a safe and productive manner taking into consideration the impacts on operations, neighbours, infrastructure and the environment.

The risks associated with the work to be described include, but not limited to:

- Construction or Activity risk,
- Site risks,
- Risk to Personnel,
- Risk to Infrastructure and Utilities,
- Risk to Rail Operations,
- Risk to Passengers,
- Risk to Roads,
- Risk to Environment, and
- Risk to Public

The Work Plan Methodology will also describe the disruption that may be incurred by Rail, Stations and Bus Operations or the public.

Where the Work Group needs support to adequately develop the plan, Metrolinx will support the Work Group communication of proposed methodologies to relevant specialists during the development and review of the Work Plan Methodology.

The template and guide will be stored on the Metrolinx MyLinx site and will be issued to active workgroups after contract award and whenever the template or guide is revised. For non Metrolinx Groups, contact your Metrolinx contact to ensure correct template version.

General Information

Work plans must be site specific, detailing the maximum location limits for the activities. If needed, the work can be broken down into stages for additional clarity. The Work Event detail and subsequent protection provided for each shift and will be detailed in the publications and approvals for activities.

- All Work Plans will need to be signed off by 5 weeks prior to the event.
- Applications for Access, Published Work Events and Permits will reference the Work Plans that is associated with it.
- Track Protection Confirmation will not be issued until the Work Plan has been approved.

Rail Corridor Access and Control (RCAC) will co-ordinate the distribution and sign-off of the Work Plan Methodology. The Work Groups Metrolinx contact will advise who can support the development of the Work Plan, unless otherwise stated in the guide.

Work Complexity Assessment

At the point of first Application for Access a provisional Work Complexity Assessment (WCA) is conducted by Metrolinx to define the risk of interruption to service. This information needs to be included in the cover page of the Work Plan.

The Work Complexity Assessment is undertaken by Metrolinx and is used to assess the works and closures that present the risk of the work overrunning into the following service. A preliminary result, based on a scope and description of work, can be done prior to the Work Plan Methodology being submitted.

The result of the Work Complexity Assessment defines work as RED or GREEN.

Work Plan Type: A RED result will required an Event Work Plan and a GREEN result can be done in a General Work Plan. Sections that apply to an Event Work Plan are marked as MANDATORY for RED Activities.

The Work Complexity Assessment will be reviewed based on the Work Plan Methodology submission; this should only change if the detail of the work plan reveals additional risk of overrun. This will be reviewed during the review stages of the Work Plan as more detailed information is provided.

As a guide, activities that required a Major Closure will be RED activities, and activities undertaken in Track Protection Access must be GREEN.

Work Plan Types

The template is the same for all Work Plan Types.

General Work Plans

General Work Plans containing green activities can be valid for an extended period of time. Some sections are not required to be completed for green activities or events.

General Work Plans must undergo a review of the content every three months, to check the continued validity and potential need for revision.

New revisions must highlight the changes in content for faster review. Revisions must be distributed to all relevant stakeholders through the RCAC team.

General Work Plans are intended to reduce repetition and number of work plans, reviews and revisions.

Event Work Plan (Major Track Closures and Red Activities)

All Red activities need an Event Work Plan valid only for the event detailed and must complete additional sections, detailing the Work Schedule, GO / NO GO milestones and deadlines, and a robust contingency plan.

Integrated Work Plan

Where there is more than one unrelated activity the individual work plans, those activities are supported by an Integrated Work Plan, showing any risks and controls caused by the sharing access, include additional risks, required order of activity.

The Integrated Work Plan Methodology will not repeat information provided by the individual Work Plan Methodologies but will reference them and detail any additional or altered: risk and control, contingency, mitigation, work schedule adjustments and dependencies between the groups.

The Integrated Work Plan will be completed by the Constructor for the site or Metrolinx.

Completing the Form

The Work Group must fill out the Work Plan Methodology form. Any fields within the document that do not apply to the specific project or scope of work are not required to be filled out and must have an 'N/A' contained in the field. This step will ensure all components of the form have been reviewed and acknowledged.

Sections marked in the template as MANDATORY for RED Activities and Events, must be completed. For GREEN activities the information can be omitted however it is recommended to provide the information.

File naming

Save the Work Plan Methodology by the unique reference number at the start of the file name. The Work Plan Methodology reference needs to be unique. Identifiers are separated by underscores, the first ID is the contract number and the last is the Revision number.

The reference number is a combination of

- the contract number,
- the site or stage ref (optional),
- a work plan number unique within the contract,
- the revision number.

ContractNumber_SiteREF_WP##_REV##

If your work does not have a contract number, consult the RCAC planning team to ensure you have a unique prefix for your documents.

Work Plan Methodology Sections

Work Plan Title

A title that easily identifies the scope of the document and differentiates the Work Plan Methodology from others.

Suggestion: Depending on the complexity of the Project, some combination of Project, Stage, Work and Location.

SECTION 1 - WORK PLAN INFORMATION

Section 1 describes the Work Plan Methodology and includes a Cover Page for the [work party] to identify the key components of the work to be performed.

Competent Supervisor

The Competent Supervisor shall be identified on the cover page of the Work Plan Methodology by the Work Group. A Competent Supervisor Declaration form must be appended to the Work Plan Methodology and a reference to the Competent Supervisor Declaration shall be made in Section 5.2 - Additional Required Procedures / Safety Plans. To identify more than one Competent Supervisor under this Work Plan Methodology, a list shall be provided and appended in Section 2.3 - Resources and a Competent Supervisor Declaration. The work groups site staff shall be coordinated and directed by the Competent Supervisor. They shall be briefed on the content of the Work Plan Methodology prior to the commencement of the work and be able to reference the Work Plan Methodology in the event of accident or incident occurrence.

Major Work

The Work shall be defined as Major Work if it has any of the following characteristics:

- Track will require surfacing or distressing after the works have been completed;
- A Temporary Slow Order (TSO) will be required on completion;
- The signal system will be disrupted;
- A risk of track settlement exists during or after completion of the work;
- The track layout will be changed.

SECTION 1.1 - WORK OVERVIEW

General information about the project including work, dates and contacts.

SECTION 1.2 - REVIEW AND APPROVAL

History of the document, status and last sign off. Comments to be included indicating what was changed since last signature.

SECTION 1.3 - CONSTRUCTOR INFORMATION

Constructor information.

SECTION 1.4 - WORK COMPLEXITY ASSESSMENT (WCA) RESULT

Record the details of the last Work Complexity Assessment that was completed by Metrolinx.

SECTION 2 - WORK AND METHOD

Section 2 describes the scope and tasks covered by the Work Plan Methodology and then the requirements to manage the risks associated with that work.

The information in this section must provide enough detail to ensure work is completed in the allotted time with suitable arrangements for contingency.

SECTION 2.1 - SCOPE OF WORK

Description of the work, including all objectives that are to be accomplished and any multi-disciplinary involvement.

SECTION 2.2 - DETAILED TASK DESCRIPTION

Description of each task involved in the work.

In the tables that refer back to the task list, it is permissible where the same item is common to multiple tasks to enter all relevant tasks in the one line item, repeat the resource where the other elements vary, such as quantity. This can be used to reduce the duplication.

Example below based on the labour resource table.

Task No	Worker	Company	Quantity
All Tasks	Competent Supervisor	Alpha	1 per shift
1-4	Flagman	TBC	1 per shift
1-4	General Labour	Beta	5 per shift
8-11	General Labour	Beta	10 per shift
1, 4, 8 and 11	Excavator operator	Delta	1 per shift
9	Crane Operator	Charlie	1 per crane per shift
If multiple tasks worked in same shift	Sub Foreman	TBC	1 per separated group per shift
...

SECTION 2.3 - RESOURCES

Specification of all critical Labour forces, Machinery, and Materials required for each task outlined in Section 2.2-Detailed Task Description.

2.3.1 Labour, list all labour and identify the quantity of a particular Worker Type for each task.

2.3.2 Machinery, list all machinery and identify if the owner/operator of the machinery is the Contractor (GC) or the Subcontractor (Sub). Availability of a mechanic and spare parts to be addressed.

2.3.3 Materials, list materials to be used, if backup material is available and to which task the material corresponds with.

SECTION 2.4 - SUPPORTING WORK GROUPS INVOLVED

Identify the work groups required to be coordinated to support the core activities for the work (Contractor and Subcontractors)

Where the supporting group(s) provide their own methodology, this must be referenced and available for review.

SECTION 2.5 - EVENT MILESTONES & POINT OF NO RETURN

Identify the planned start and end time of the event.

Critical Milestones

List critical milestones to be completed during the event referencing associated Task Numbers from Section 2.2 - Detailed Task Description.

Describe the planned and latest start time for each activity milestones, and show the links between related milestones. The latest start time shows the flexibility of the schedule and triggers for Point Of No Return Decision .

The Point Of No Return Decision is described in detailed in Section 2.9 - Contingency Plan, but the time the decision is triggered is shown against the relevant milestone.

Provide the contingency period (no activities are permitted to be planned to end within the contingency period).

Below is a simplistic example of a completed table. An appropriate level of detailed information regarding the milestones is required to support the Work.

List outside influences that could potentially cause delays.

Planned Time	Milestones	Related milestones	Latest Start Time	Point Of No Return Decision and contingency notes <small>(detail Error! Reference source not found.)</small>
SAT 0900	Place Protection	#1 Start	SAT 1200	Cancel this and following activities and utilise event for alternative activities
SAT 1000	Cut Track	#2 Start	SAT 1300	Cancel this and following activities and utilise event for alternative activities
SAT 1100	Excavate	#3 Start	SAT 1400	Cancel this and following activities and utilise event for alternative activities
SUN 0900	Install structure		SUN 1200	Cancel this activity and backfill and reinstate
SUN	Backfill	#3 End	SUN	Notify NOC of overrun risk

Planned Time	Milestones	Related milestones	Latest Start Time	Point Of No Return Decision and contingency notes (detail Error! Reference source not found.)
1100			1500	
MON 1400	Stress, Weld Track and Pack	#2 End	SUN 2200	Notify NOC to initiate arrangements to manage overrun.
SUN 2200	Contingency Period			If working during this time Notify NOC.
MON 0400	Lift Protection	#1 End	MON 0400	Notify NOC of estimated overrun period

SECTION 2.6 - EVENT PLANNING and POINT OF NO RETURN DECISION (GO / NO GO)

List critical milestones to be completed prior to the event including minimum prescribed milestones.

- Go/NoGo meeting at T-6 weeks;
- Site meeting 5 days prior to the event; and,
- Staff conference 2 days prior to the event.

Also include any milestones for the completion of critical pre-work.

In the 5 days prior to the work describe the activities that need to be completed in twelve hour increments.

How is the Decision Made?

For the event planning milestones describe in detail who makes the decision on Go/No Go and when this decision will be made. Who from the Work Group will make the decision? Who from the stakeholders should be consulted?

SECTION 2.7 - PRE-WORK

Identify and describe the activities that are critical to the delivery of the work event. Identify the criticality, the timeline for completion and reference the documentation or Work Plan Methodology that covers these tasks.

Examples include, but not limited to: daylighting of utilities, movement of materials and positioning of lighting.

SECTION 2.8 - POST-WORK

Identify any work that must be completed after the work event. Identify the timeline for completing the task and reference the documentation or Work Plan Methodology that covers these tasks.

Indicate the criticality of completing any post work activities.

Examples include, but not limited to: field welding, destressing, follow-up surfacing, installation of temporary crossing, restore public road crossing surface, temporary slow order (Rule 43), General Bulletin Order (GBO), test train, train observation, crossing deactivation, equipment removal and clean-up.

SECTION 2.9 - CONTINGENCY PLAN

Identify the number of hours allocated to contingency. For all track closures a minimum of ten percent contingency time of the total protected hours is required.

Provide a list of resources that will be utilized should the contingency plan need to be implemented.

For each critical milestone describe the contingency plan associated and the Point Of No Return and who will make that decision associated Task Numbers from Section 2.2 - Detailed Task Description.

- describe when the point of no return is reached in the schedule providing a date and time
- describe in detail who is allowed to make the decision
- which the stakeholders should be consult with and
- describe the influences that trigger the point of no return

For RED Activities and Events link these contingency plans to the table provided in SECTION 2.6 - Event Milestones & Point Of No Return.

Point Of No Return is the point beyond which the task must be completed before the track can be returned to planned service.

SECTION 2.10 - TRACK PROTECTION

If required consult the Rail Corridor Access and Control Team for advice on the appropriate protection arrangements for the task.

For each task in Section 2.2 - Detailed Task Description, identify the protection required, including

- planned protection
- tracks required
- the total mileage requested (this may not be the mileage you are granted for an individual shift)
- the Class of Access

Note: The total protection listed here may not be provided in each event. For this information see publications and approvals.

To Add

SECTION 2.11 - IN-SERVICE INSPECTION

Identify the specific inspections required to be completed prior to the infrastructure being returned to service, from the list below. List the Inspectors, along with their qualifications and which Company they represent.

The Work is split into three categories:

Track

- Walking Detailed
- Installed Turnout
- Rail Flaw Detection
- Switch Pressure Test - No. 22 Switch Stand
- Track Geometry - Hand
- Track Geometry - Vehicle

- Track In-Service Certificate

Bridges and Structures

- Bridge Span
- Tunnel
- Culvert
- Retaining Wall
- Grade Build-up for Track
- Signal Bridge Structure

Signals

- Signals In-Service Certificate

SECTION 2.12 - UTILITY IMPACT

Identify if utility locates are required for the work and declare if locates are current and complete. The Work Group shall list any utility companies that are impacted by the work and append copies of locates and/or other supporting documentation regarding the protection of the utilities to the Work Plan Methodology, and reference them in Section 5 as attachments. Telecoms - Bell 360 (Fibre)

- Telecoms - Telephone
- Telecoms - Cable TV
- Natural Gas
- Hydro
- TransCanada
- Water Lines
- Sanitary Sewer Lines
- Storm Sewer Lines
- CN/CP Utilities
- CN/CP Signals

Indicate any utility companies not previously identified.

SECTION 3 - STAKEHOLDER CONSIDERATIONS

Section 3 is used to detail what (if any impact) the work has on service and operations, the surrounding community and public or private property.

Risks to operations, adjacent neighbors and the travelling public shall be identified in detail and included in Section 7 - Risk Assessment Matrix.

3.1 - SERVICE AND OPERATIONAL IMPACT

Describe the impact on operations and service. Describe all mitigating measures to eliminate or reduce operational and passenger impacts.

Consult Rail Corridor Access & Control for details if service needs to be altered.

3.2 - SURROUNDING COMMUNITY IMPACT

Describe the impact to the community in the surrounding area (such as noise, dust, lights, traffic control).

Indicate if special signage for the work will be posted. Provide details as to where, which kind and who will provide the signage, etc.

Direct all communications with the public through Metrolinx.

3.3 - ROADWAY AND PRIVATE PROPERTY IMPACT

Describe any traffic control, road closures and private property encroachments that are required for the work. List all permits required for the work and confirm if they have been obtained. A traffic plan shall be appended and identified (if applicable) in Section 5 - Attachments and Personnel List.

SECTION 4 - ADDITIONAL REQUIREMENTS FOR SIGNAL WORK

Section 4 is completed if the scope of work includes a signal work component, the Signal Work methodology shall be described in detail in Section 2.2 - Detailed Task Description.

SECTION 4.1 - TESTING DOCUMENTS

List all Testing Documents required to support the by GO Transit Signal & Communication Standards and all GO Transit Signals & Communications Code of Practices and describe the track mileage where each test is required will be performed.

Such as:

GO Transit Signal & Communication Standards:

- SCMI-301(b) Installation and Commissioning Tests
- SCMI-301(a) Working with Approved Plans
- SCMI-301(b)(1) Installation and Commissioning Tests (Conventional)
- SCMI-301(b)(2) Installation and Commissioning Tests (Staged)
- SCMI-301(c) Recording Circuit Wiring and Design Errors
- SCMI-301(d) Performing Vital Circuit Revisions
- SCMI-301(e) Signal Installation and Testing Documentation
- SCMI-301(g) Maintenance of Vital Tools and Test Instruments
- SCMI-301(g) Maintenance of Vital Tools and Test Instruments

GO Transit Signals & Communications Code of Practices:

- SCP-1 Location of Insulated Joints
- SCP-2 Replacement Intervals for Railway Signal Lamps
- SCP-3 Procedures to be followed by S&C Personnel in the Event of an Incident Involving a Signal System
- SCP-4 Track ad - Track Circuit Adjustment
- SCP-5 Exothermic Track Connections
- SCP-6 Mechanical Track Connections
- SCP-7 Bootlegs and Bond Strand
- SCP-8 Inspection and Maintenance of Insulated Joints
- SCP-8 JOB AID Job Aid Guideline for Identifying Insulated Joint Breakdown

- SCP-9 Switch Machine and Switch Helper Rod
- SCP-10 Spring Switch Layout and Part List
- SCP-11 Bonding and Fouling Turnouts
- SCP-12 Wayside Signal Alignment Procedures

SECTION 4.2 - DESIGN DOCUMENTATION AND SUPPLEMENTAL DRAWINGS

Reference any additional relevant drawings or documents.

SECTION 4.3 - CROSSING DEACTIVATION

Identify any and all crossings that will be temporarily disabled to accommodate the anticipated works.

SECTION 4.4 - SIGNAL TEST EQUIPMENT AND TOOLS

Identify all specialized tools required for testing, as well as latest calibration date.

SECTION 5 - ATTACHMENTS AND PERSONNEL LIST

Identify on site staff and provide contact lists, ensuring the Contractor and Metrolinx have an established means of communications.

SECTION 5.1 - OVERVIEW OF SITE

List Diagrams / Documents to support the Work Plan Methodology and provide reference as to where the files are located.

SECTION 5.2 - ADDITIONAL REQUIRED PROCEDURES / SAFETY PLANS

Include both the Competent Supervisor Declaration Form and the Site Specific Emergency Plan (SSEP).

If applicable, reference the proposed use of Temporary Rail Bypass Couplers (TRBC), and any other applicable plans or procedures listed.

SECTION 5.3 - ADDITIONAL ATTACHMENTS

Reference any additional documents that are attached to the Work Plan Methodology.

SECTION 5.4 - WORKGROUP STAFF & SIGN OFF

List key staff (direct and that of subcontractors) anticipated to be working on the task with responsibilities described within this document. Each person listed must ensure that a briefing containing the main elements of this Work Plan Methodology (including safety and emergency measures) takes place on site prior to the work commencing. Workers involved in task to sign-off on Work Plan Methodology prior to commencing work.

SECTION 5.5 - PROJECT CONTACT LIST

Identify and list the support staff such as the Contract Administrator or Technical Advisor, as well as the applicable Contract Maintenance Provider personnel.

SECTION 5.6 - METROLINX CONTACT LIST

Identify and list the Metrolinx staff involved in the project, such as the Project Coordinator, Project Manager, as well as any applicable Specialist personnel.

SECTION 5.7 - EMERGENCY CONTACT LIST

Identify and list the applicable emergency contact information.

SECTION 6 - SAFETY PERMITS AND PLANS

Safety must always be the principle that guides all activities. Section 6 ensures all required safety components have been considered and documented.

6.1 - REQUIRED PERMITS

Indicate which of the Metrolinx Constructor Work Permits are required for the work described within the Work Plan Methodology, and provide any necessary documentation.

Where Metrolinx is not the Constructor, indicate if any of the Works fall within these categories and provide the necessary documentation.

6.2 - EMERGENCY RESCUE PLANS

If the work involves activities requiring a rescue plan, the details of a Site Specific Emergency Rescue Plan must be provided.

SECTION 7 - RISK ASSESSMENT MATRIX

Assess the risk and controls for the site and each activity described in Section 2.2 - Detailed Task Description in the Risk Assessment Summary table.

Complete the MX-SMS-W001 Risk Assessment Worksheet and insert here.

For guidance use MX-SMS-G001 Risk Assessment Guide.

Appendices

Add appendices as needed.

Submission and Review

Submission Timelines

Each Work Plan Methodology will be subject to Metrolinx stakeholder Acceptance. Metrolinx will ensure satisfaction of the fundamental objectives of safe execution while maintaining operational service in the review of the Work Plan Methodology.

Rail Corridor Access and Control (RCAC) will co-ordinate the distribution and review schedule.

The Submission Process is:

For GREEN Activities

1. Detailed Work Plan Methodology must be submitted by the Work Group to RCAC the Monday at least 7 weeks prior to the first planned event.
2. RCAC will receive the Work Plan Methodology.
 - a. RCAC will distribute it to applicable internal stakeholders for their review,
 - b. RCAC will collect comments from internal stakeholders, compile them using the Metrolinx Review Comments Worksheet; and,
 - c. deliver the comments to the Work Group
3. As required RCAC will organise and host a review of the Work Plan Methodology by the Tuesday 6 weeks prior to the first planned event.
4. The Work Group will review comments and make applicable revisions to the Work Plan Methodology by the Monday 5 weeks prior to the first planned event.
5. The RCAC will confirm the status of the Work Plan signoff, by Friday 5 weeks prior to the first planned event.

For RED Activities

1. Detailed Work Plan Methodology must be submitted by the Work Group to the RCAC the Monday at least 10 weeks prior to the event.
2. RCAC will receive the Work Plan Methodology.
 - a. RCAC will distribute it to applicable internal stakeholders for their review,
 - b. RCAC will collect comments from internal stakeholders, compile them using the Metrolinx Review Comments Worksheet; and,
 - c. Deliver the comments to the Work Group .
3. RCAC will organise and host a review of the Work Plan by the Tuesday 9 weeks prior to the event.
4. The Work Group will review comments and make applicable revisions to the Work Plan Methodology by the Monday 8 weeks prior to the first planned event.
5. If required:
 - 5.1. The last opportunity to submit a revision to the Work Plan Methodology Monday at least 7 weeks prior to the event.
 - 5.2. RCAC will organise and host a review of the Work Plan by the Tuesday 6 weeks prior to the event.
 - 5.3. The Work Group will review comments and make applicable revisions to the Work Plan Methodology by the Monday 5 weeks prior to the first planned event.
6. RCAC will confirm the status of the Work Plan signoff, by Friday 5 weeks prior to the first planned event. This is the Go/No Go for the work event.
7. A Pre-Block meeting shall be held by the Work Group 5 days prior to track block with all major support staff and stakeholders.
8. A Conference call shall be conducted by the Work Group within 48 hours of work block to ensure all contractors and support staff are aware of requirements within the Work Plan Methodology and to finalize any outstanding issues.

Stakeholder Distribution and Review

A) GENERAL

In addition to the Work Plan Methodology status, the Stakeholder Distribution will be defined by the Work Groups Metrolinx contact. A Review Log will be kept by RCAC and distribution will be managed and coordinated through RCAC.

B) REQUIREMENTS

The Stakeholder conducting the review will indicate the revision number of the Work Plan Methodology, review/distribution date, their name and the status of their review. Upon receiving Metrolinx comments regarding a Work Plan Methodology submission, the Work Group shall update the Work Plan Methodology and return to RCAC to ensure appropriate version control is accomplished.

A Work Plan Methodology will be returned with one of three

1. Draft
2. Final
3. Accepted

The Work Group shall abide by the status as determined by Metrolinx.

C) Stakeholder Distribution

Stakeholders shall be identified by the Metrolinx contact. The Metrolinx Contact shall indicate if the Stakeholder receiving the Work Plan Methodology is expected to review the Work Plan Methodology (For Review) or if the Work Plan Methodology is distributed to the Stakeholder for their Information Only (For INFO).

APPENDIX “3” TO THIS SCHEDULE “F” – ACCESS PROTOCOL GUIDING PRINCIPLES RE. TRACK PROTECTION

The Road Authority shall use the following “hierarchy of protection” principles to determine the type of protection to be used, from most preferred and most utilized to least preferred and used sparingly. The hierarchy is as follows:

- (a) barrier protection with all construction equipment and activities without the potential of fouling the adjacent live main track;
- (b) barrier protection with the potential of construction equipment and activities fouling the adjacent live main track. CROR Rule 842 or TOP protection is required on the adjacent main track;
- (c) adjacent line closed (“ALC”) with no fouling in multi-track territory will use the inactive main track adjacent to the work location as a form of barrier protection. All construction equipment and activities will not foul past the ALC, thus allowing for continual work;

Note: TOP should be used to protect the inactive adjacent main track as first option, CROR Rule 842 with routing instructions as the secondary option if TOP unavailable.

- (d) ALC with fouling in multi-track will use the inactive main track adjacent to the work location as a barrier with some construction equipment or activities fouling the nearest live main track. CROR Rule 842 is necessary for protection as train information is required. Routing instructions would ensure that the adjacent main track is inactive. All non-fouling construction equipment of the inactive adjacent main track would continue to work and fouling would be shut down when trains are passing. If a risk assessment indicates that due to construction equipment positioning or boom reach that inactive main track is an acceptable barrier, and then all Work may continue;
- (e) CROR Rule 842 Protection;
- (f) TOP Protection;
- (g) ALC in multi-track (more than two (2) main tracks) territory uses an inactive main track as a buffer in much the same manner as “Barrier Protection”. The Road Authority shall comply with all requirements set forth in Appendix C. The track must be positively protected by the flagman at all times through the continuous work zone.
- (h) ALC through routing instructions is applied in two (2) main track territory. The Road Authority will apply for the protection and ensure all the requirements set forth in Appendix C. The Road Authority may continue to work while trains are passing on the furthest main track from the works using the adjacent main track as a barrier.
- (i) The Road Authority shall comply with all requirements set forth in Appendix C for each rail corridor access.
- (j) As more particularly described in Appendix C, the Road Authority is required to obtain Rule 842s to perform the Scope of Works on the rail corridor, and, subject to the parameters set forth in Appendix C, the Road Authority shall not perform the Scope of Works under more than four (4) Rules 842s at any one time. The level of protection will be defined by Metrolinx.

- (k) The Road Authority shall use flagging services in an economical and efficient manner. In the event the Road Authority fails to use flagging services in an economical and efficient manner, Metrolinx may, in its sole discretion, require the Road Authority to pay all flagging costs and expenses in excess of the flagging services that ought to have been used.
- (l) In the event of a cancellation of a Track Protection Confirmation by the Road Authority, the Road Authority shall provide Metrolinx with notice in writing of such cancellation no less than 96 hours before the scheduled start time noted in the Access Permit.
- (m) If the Road Authority has failed to give written notice of the cancellation, the Road Authority shall pay all costs and expenses for scheduled flagging services that the Road Authority fails to use. The Road Authority is not permitted to schedule flagging services to be used on a standby basis.

SCHEDULE "G"
EMERGENCY PROTOCOL

The emergency protocol will provide for:

- A broad definition of what constitutes an emergency
- A central point of contact at Metrolinx to contact if access is required in emergency situations
- A commitment from Metrolinx to provide and coordinate access as quickly as possible, with safety of all involved as the primary consideration
- A commitment from the Road Authority that it will work as quickly as possible (with safety being a paramount consideration) to enable Metrolinx to run its operations

The Town of Oakville's emergency contact number is 905-845-6601 (ServiceOakville).