

SCHEDULE A – NON-CONFORMANCE ITEMS LIST

See attached.

The attached list does not limit the obligation of TransitNEXT to fully comply with the requirements of the Project Agreement including, without limitation, Schedule 15 – Output Specifications.

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	Project Agreement Reference	Non-Conformance	Resolution
1.	Project Agreement Article 16	TNext proposal page 1.1-22 states that TNext will "conduct a walkthrough of the existing line with the City representatives prior to the shutdown, ensuring the condition of assets is as anticipated and capturing any concerns". Please provide confirmation that Transit Next understands that the proposed walkthrough and exercise to "capture concerns" cannot alter Project Co's obligations under the Project Agreement with respect to the condition of Existing Trillium Assets.	Agreed and confirmed that no walkthrough or other investigation of assets will affect Project Co's obligations under the Project Agreement with respect to the condition of Existing Trillium Assets ¹ . TNext will receive interim maintenance records only for the exiting vehicle fleet. ²
2.		TNext proposal page 2.4-18 states "We will however require further information on the vehicle metrics to confirm the vertical gap can be met at the Alstom LINT door threshold". TNext proposal page 2.6-7 states "TransitNEXT understands that the City is actively trying to obtain the documentation from Alstom". Please provide confirmation that TNext understands that no further information of any nature whatsoever from the City is forthcoming as it relates to the Alstom Vehicle Fleet and that TNext must meet all requirements of the Project Agreement.	Agreed and confirmed that no further information is forthcoming from the City in respect of the Alstom Vehicle Fleet, and that the vertical gap will be met at the Alstom LINT door threshold. After TNext is recommended as Preferred Proponent, TNext will be allowed to communicate with Alstom and any third party stakeholders in accordance with the terms and conditions of the Early Works Agreement, if any, entered into at that time.
3.	15-3 Appendix B Table 6.3; 15-3 Appendix C Table 2.1	Confirm TNext's program with respect to capital and / or lifecycle upgrades to the Rideau River Bridge to operate safely and achieve the required handbook requirements for that structure. The background information includes numerous certified reports which indicate that short term rehabilitation is required to the superstructure.	TNext conducted a detailed inspection of the Rideau River Bridge with its qualified bridge inspectors and specialized hi-rail bridge access equipment in November 2017. This detailed inspection along with the background reports, allowed TNext to evaluate the current condition and future deterioration of the structure to safely meet the requirements of 15-3 Appendix B Table 6.3; 15-3 Appendix C Table 2.1

¹ "Proper maintain" is not a standard under the Project Agreement, the responsibilities are clear under the PA.

² No further information is forthcoming on the existing infra assets, this has been made clear throughout.

		<p>TNext will meet these requirements through the following program of works:</p> <p>Construction Phase</p> <ul style="list-style-type: none"> - Seismic stabilization by installing rock anchors (either external or internal) on existing piers, - Selective bridge superstructure structural elements rehabilitation/retrofit to deal with corrosion related issues and bring BCI above 70 by the end of the initial construction period <p>M&R Phase</p> <ul style="list-style-type: none"> - Periodic inspections and maintenance as required. Increased inspection frequency as component based on asset condition - Condition based asset inspection and projected maintenance needs of superstructure members and completion of substructure repairs in order to maintain a BCI of 70 or greater. - Major remedial structural work is not expected at the end of the M&R phase. 	
4.	RFP Schedule 3-1 Article 2.3 c requires the proposed S&TCS "solution"	<p>TNext to confirm the nature and details of the precise signalling system to be implemented.</p>	<p>TNext to provide, at minimum, a coded track circuit signalling system as described in its Proposal.</p>
5.	15-2 Part 1 Article 2.1 b; 15-2 Part 1 Article 5.2 d	<p>TNext to confirm the understanding of the maintenance requirements that take place after financial close and prior to revenue service, specifically in respect of the following:</p> <ul style="list-style-type: none"> - Maintenance of track between Greenboro and NRC spur after taking possession / occupancy of this section 	<p>TNext confirms and agrees to the following;</p> <ul style="list-style-type: none"> - <i>Maintenance of track between Greenboro and NRC spur after taking possession / occupancy of this section of track</i> – TNext is responsible to maintain any track not removed as part of the construction works. Responsible for reinstating any track and certifying the track to a class 4 standard to allow for NRC freight movements as

		<p>of track</p> <ul style="list-style-type: none"> - Operation and maintenance of VIA diamond after May 2020 prior to decommissioning of signals and equipment - Operation and maintenance of Walkley interlocking after May 2020 prior to handover of operations to the City; maintenance obligation remains in place and regular CN movements will occur throughout the construction term - Maintenance of the Trillium Line for testing and training purposes <p>Please acknowledge these obligations and an overview of the plans with respect to such obligations.</p>	<p>per the NR Rail Car Transfer agreement schedule.</p> <ul style="list-style-type: none"> - <i>Operation and maintenance of VIA diamond after May 2020 prior to decommissioning of signals and equipment</i> - TNext plans to have approved IFC design and decommissioning plan prior to May 2020. In order to decommission and plain line through ASAP post May 2020. TNext shall install temporary fencing, with barriers fully segregating VIA from our worksites north and south. Prior to decommissioning TNext will be responsible for dispatching and maintenance. This will be managed through our rail co-ordinator. We will put measures in place not occupy the Trill interlocking, giving the VIA line a continuous clear signal. - <i>Operation and maintenance of Walkley interlocking after May 2020 prior to handover of operations to the City; maintenance obligation remains in place and regular CN movements will occur throughout the construction term</i> – TNext acknowledges it is responsible for maintaining and rail traffic control east and west across the diamond and will work with the City and CN through TNext's rail co-ordinator to manage this interface, with control measures and processes put in place to adhere with CROR and CN operating rules. With the information we have to date our understanding is that the CN line signals are autos and there is no control of individual signals from the CN Rail Control Centre. The signals change based on track occupancy. Our current plan is to keep the Trillium interlocking unoccupied which will be achieved through barriers/fencing and/or a temporary wiring arrangement on the CN signaling equipment order for the CN line to be continuously clear. Any access north and south will be managed through track occupancy PE and flagmen.
6.	Schedule 15-2 Part 4 Article 1.3 c	Confirm TNext will meet the requirements outlined in Article 1.3c of Schedule 15-2 Part 4 (Bird Friendly Glass).	Agreed and confirmed that TNext will provide the required glazing as per the requirements of Schedule 15-2 Part 4 Article 1.3 c.

7.	Schedule 15-2 Part 4 Article 2.2	TNext to confirm that the new elevator at Carling Station abides by OBC and NFPA requirements with respect to minimum platform width also considering the proposed design shows doors opening out onto a narrow section of platform.	Agreed and confirmed that TNext will provide a fully code compliant design solution as per the drawing(s) attached here to as Attachment 1 – Carling Station.
8.		Please provide details of the signal system proposed for Walkley Yard.	<p>The signal system to the mainline shall be a coded track circuit controlled by the TOCC. The yard shall be a local control system in accordance with Project Agreement requirements.</p> <p>Connection to the mainline is coded track circuits controlled by the TOCC.</p> <p>The yard is locally controlled through a centralized train yard control system.</p>
9.	RFP Schedule 3-1 Article 1.7	TNext to provide its Systems Integration Management Plan.	TNext's Systems Integration Management Plan is attached hereto as Attachment 2 – Systems Integration Management Plan.
10.	Schedule 15-2 Part 7 Article 4.5 e i	TNext to confirm the proposed closure of the Airport Loading Dock is from February 21, 2020 until November 16, 2020. This will be communicated to the Airport Authority and will become a contractual requirement for the Proponent.	Agreed and confirmed, as per the revised PBS-1 Schedule attached hereto as Attachment 3 – Revised PBS-1.
11.	Schedule 15-2 Part 1 Article 5.2 d I B	The proposed start date of NRC Access Window #5 (October 13, 2020) exceeds the maximum six (6) month maximum shutdown period - this must be updated to comply with the obligations under the Project Agreement.	Agreed and confirmed, as per the revised schedule reflecting a 6 month access window attached hereto as Attachment 3 – Revised PBS-1.
12.	15-2 Part 2 Article 1.2 (a) (ii) C 15-2 Part 2 Article 3.8 b iv 15-2 Part 2 Article 2.9	The requirement to locate the northern switch of the Brookfield siding at Sta 30+680 was not met. Ellwood Grade Separation design will need to be revised to accommodate the northern switch on a maximum tangent grade of 2%. Confirm that the turn-out locations for the Brookfield siding will be amended to match the requirements of the PSOS and the Ellwood	The revised solution for the north turnout is reflected in the revised drawings attached hereto as Attachment 4 – Brookfield Siding Revised Switch Plan and Profile. The south turnout shall be located to provide the minimum passing siding length of 0.86km required by Schedule 15-2 Part 2 Article 1.2 a ii C.

	b vi	Grade Separation design will be modified to suit. South turnout needs to be moved to achieve a conformant siding length and retrofitted for groundborne noise vibrations issues.	
13.	<p>15.2 Part 1 Article 2.7 a ii v L (two-track station).</p> <p>Schedule 15-2 Part 4 Article 2.7 e v D vii (Requirement for shelters on both Northbound and Southbound platforms).</p> <p>Schedule 15-2 Part 1 Article 3.6 d iv (Requirement for dwell times on both Northbound and Southbound platforms)</p> <p>Schedule 15-1 Definition of Dwell Time.</p> <p>Schedule 15-2 Part 4 Article 1.2 h v (Project Co design to comply with conditions of NCC September 14, 2017 letter)</p>	<p>A single revenue-service platform at Uplands Station is non-conformant, TNext will need to revise its design accordingly.</p>	<p>The Sponsor accepts the revised design for Uplands Station submitted by TNext and attached here to as Attachment 5 – Uplands Station, indicating two side platforms with ramp, stair and provision for future elevator access to each platform.</p>
14.	15-2 Part 4 Article 3.12 d	NOR-S3UL-44DK-2001, NOR-S3UL-44DK-3001 - Please confirm that Uplands Station will have a minimum 6m wide non fare paid connection to allow	The revised compliant solution is reflected in the revised drawings attached hereto as Attachment 5 – Uplands

		access from the north to the EY Centre as part of the requirements for Substantial Completion. The Transit Next submission refers to this connection as "future".	Station.
15.	15-2 Part 4 Articles 1.2 f, h v. 15-2 Part 4 Article 1.3 b 15-2 Part 4 Article 1.1 a	Narrative 2.4-16 thru 8, various drawings, NOR-STLT44DK-2001 & NOR-S1-EA-44DK-2001. Proponent has excluded elevators and public stairs at Bowesville and Leitrim Stations. This is non conformant with the requirement for stations to be designed for efficient passenger flow and to minimize the customer effort when transferring between modes of transportation. Further, Bowesville & Leitrim ramps from Entrance level to Platform contain 90 degree corners and are non-conformant with CPTED requirements.	The revised compliant solution for Leitrim Station including elevators, ramps and public stairs is reflected in the revised drawings attached hereto as Attachment 6 – Leitrim Station. TNext agrees to provide the same compliant solution for Bowesville Station including elevators, public stairs and ramps.
16.	15-2 Part 4 Article 2.2	NOR-S1LT-44DK-2001. Second means of egress from Platform level does not lead to a public way as required by OBC, please confirm.	TNext agrees to be fully compliant with OBC.
17.	15-2 Part 2 Article 1.1 (c), 15-2 Part 2 Article 4.5 (c) (i), 15-2 Part 2 Appendix C	Please confirm that Earl Armstrong, Leitrim and Lester grade separations will be revised to an E80 freight loading design standard as required by the PSOS.	Earl Armstrong, Leitrim and Lester grade separations will be revised to an E80 freight loading design standard as required by the PSOS. The Sponsor agrees to add an exception to Schedule 15-2 Part 2 Article 1.1 c which allows non-freight approach gradients to the Earl Armstrong grade separation provided there is future provision for a freight alignment along the existing rail corridor.
18.	Schedule 9 Article A	Please Provide an alternate M&R Director who has maintenance experience in similar projects; candidate does not meet Schedule 9 requirements.	The Sponsor accepts that TransitNEXT will provide a suitable KI candidate prior to Financial Close.
19.	15-2 Part 2 Article 4.8 c xxii; 15-2 Part 2 Article 4.5 c I A; 15-3 Appendix B	TNext's approach to the Rideau River Bridge to achieve required loading requirements (with speed restrictions) is non conformant. Further, lack of provision of handrail is non conformant.	At a minimum, the following scope items are agreed to be included in the revised compliant solution for the capital works program for the Rideau River Bridge: <ul style="list-style-type: none"> The handrail system will be upgraded to comply

	<p>Table 4.1 c "Ensure there are no load limitations or speed reductions to Trillium Line operation"</p>		<p>with PSOS.</p> <ul style="list-style-type: none"> • Replacement of span 2 and span 4 bearings to ensure the safe transfer of loads from superstructure to substructure. • Repoint all stone masonry joints in the south abutment and wingwalls. • Repair deteriorated masonry stones in the south abutment and wingwalls. • To the extent not completed prior to Financial Close, remove the existing deteriorated parging, reface the north abutment and wingwalls and install wall drains through the wingwalls to prevent build-up of water behind the abutment. • Remove existing concrete refacing and reface pier #1. • Repoint deteriorated stone masonry joints in pier #2 and Pier #3 shafts. • Remove and replace the concrete collars at the base of pier #2 and pier #3 shafts. • Repair spalled and delaminated areas of concrete at the top of the South Abutment.
20.	15-2 Part 2 Article 1.2 (b) (i) G	<p>Confirm the 200m run-out for the NRC spur as required by the PSOS will be provided.</p>	<p>Agreed and confirmed that TNext will provide a 200m runout as per 15-2 Part 2 Article 1.2 (b) (i) G to the south of the existing entrance turnout to the NRC.</p>
21.	Schedule 15-2 Part 5 Article 1.1 c iii	<p>Describe the manner pursuant to which TNext intends to satisfy the requirement to have at least two independent points of access to the yard as a connection through the CN Yard is not compliant. Please confirm via updated design that TNext</p>	<p>TNext agrees to work with the City within the current Lands constraints and in accordance with the CN Interlocking agreement to assure at least two independent points of access to the yard are provided</p>

		understands the scope of the interim projects for Walkley interlocking by undertaking a review the interim project details to ensure there is clarity on the current functionality of the system.	as required by 15-2 Part 5 Article 1.1 c iii.
22.	Schedule 15-2 Part 5 Article 1.5 b	The proposed design includes double slip switches which are non-conformant with Schedule 15-2 Part 5 Article 1.5 b which states that "The switches within the New Walkley Yard shall be of the same type as used elsewhere on the Expanded Trillium". The proposed design does not use double slip switches elsewhere on the Expanded Trillium Line. Please confirm you will update the design accordingly.	Schedule 15-2 Part 5 Article 1.5 b will be modified to allow the use of a maximum of two (2) double slip switches in the Yard, provided the switch machines and heaters for those slip switches are consistent with those used elsewhere on the Trillium Line.
23.	Schedule 15-2 Part 1 Article 4.3 a i; Schedule 15-2 Part 5 Article 1.1 c viii	The use of tent structures is non conformant with the PSOS design life requirements for the Walkley Yard, please update the design accordingly.	The tent structures are not maintenance building structures but additional interim winter protection measures with respect to storage, sanding and flexibility of wheel lathe operations in the winter. These winter protection measures (tent structures) will be renewed/restored during the maintenance period and renew/restored prior handback to meet all applicable handback requirements.
24.	Schedule 15-2 Part 5 Article 1.2 a vi	The design of the OC Spaces at Walkley Yard does not meet the intent with respect to the shower spaces. Two shower stalls are not equivalent to two shower rooms. Please confirm the design will be updated to reflect to shower rooms.	Agreed and confirmed that TNext shall provide two shower rooms as per the requirements of the PSOS.
25.	Schedule 15-2 Part 5 Article 6.4 e i	Drawing: NOR S4WN 47DK 2003 - Generator is undersized to meet requirement of total facility load plus 25% for future expansion/loads. Please confirm the design will be updated to include an appropriate generator.	Agreed and confirmed that the generator capacity will be confirmed based on the final design and provided with the additional 25% capacity in accordance with PSOS requirement, Schedule 15-2 Part 5 Article 6.4 e i.
26.	Schedule 9 Article A	Please provide an alternate Design Manager; candidate does not meet Schedule 9 requirements.	The Sponsor accepts Trevor Brenham as the Design Manager.

27.	Schedule 9 Article A	Please provide an alternate Systems Integration Manager; candidate does not meet Schedule 9 requirements.	The Sponsor accepts Frank Fitzgerald as the Systems Integration Manager
28.	Schedule 9 Article A	Please provide an alternate Communications & Stakeholder Engagement Director; candidate does not meet Schedule 9 requirements.	The Sponsor accepts that TransitNEXT will provide a suitable KI candidate prior to Financial Close.
29.	Schedule 15-2 Part 5 Article 1.3 b	Drawing: NOR SWF 44DK 1000 - the Project Agreement requirements preclude the use of stub ended tracks for storage, please update the design accordingly.	The Sponsor agrees that the use of diagonal track #5 satisfies the requirement outlined in Schedule 15-2 Part 5 Article 1.3 b.
30.	Schedule 15-2 Part 1 Article 5.4 (l) (ii) A	Submitted PBS-1 has incorrect Fare Control delivery dates, please update PBS-1 with correct dates.	Corrected dates have been included in the revised PBS-1 Schedule attached hereto as Attachment 3 – Revised PBS-1.
31.	Schedule 15-2 Part 2 Article 4.8 c) iv) A) ii)	Bowesville Road Bridge dwg 43dk-1051. Section 1 and Section 2 show a single track with a future track. The structure is to carry both NB & SB tracks, not just allow for a future track, please confirm this is your understanding.	Agreed and confirmed that the Bowesville Road Bridge shall be a double track structure carrying both NB & SB tracks, as indicated in the reference track design.
32.	15-2 Part 6 Article 4.4, (c), (xi), C	646120-SLV-S267-43DK-2301. LED lighting in guardrail not indicated, please confirm these will be included.	Agreed and confirmed that TNext shall provide integrated rail lighting along the full length of pedestrian bridge as per the PSOS.
33.	15-2 Part 1 Article 4.3 a i; 15-2 Part 5 Article 1.1 c viii	2.5(1)(f)(v), pages 16 - 21 Does not address specifically the 30/40 year life for equipment and buildings respectively. Refers only to 27 year concession	Agreed and confirmed that MSF Building shall have a 40 year design life. TNext's maintenance plan shall include periodic inspections and preventive maintenance as per manufacturer recommendations to meet asset preservation and hand back requirements of Schedule 15-3. A 30 year design life cannot be achieved for maintenance equipment, however equipment will be rehabilitated and meet the residual life requirements at hand back.

34.	15-2 Part 1 Article 5.3 a	Completion of Airport Civil Works is shown as 02-Dec-2020, confirm such works will be complete on 30-Nov-2020.	Agreed and confirmed, as per the revised schedule attached hereto as Attachment 3 – Revised PBS-1.
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Attachment 1 – Carling Station

[Attached]