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Section 1 Terminology

1.1 References to Labeled Provisions

Each reference in this Request for Proposal to a numbered or lettered “section”, “subsection”, “paragraph”, “subparagraph”, “clause” or “sub-clause” shall, unless otherwise expressly indicated, be taken as a reference to the correspondingly labelled provision of this Request for Proposal (RFP).

1.2 Definitions

Throughout this Request for Proposal, unless inconsistent with the subject matter or context:

- “Agreement” means any written contract between the City and a Proponent, or any Purchase Order issued by the City to the Vendor, with respect to any Services contemplated by this RFP, and shall be deemed to include the terms and conditions for the provision of Services as set out in this RFP.
- “City” means the City of Toronto.
- "Consultant" means the successful Proponent with whom the City enters into an Agreement.
- “Council” means City Council.
- “HST” means Harmonized Sales Tax.
- “MFIPPA” means the Municipal Freedom of Information and Protection of Privacy Act.
- "must", “shall” and “will” used in this RFP denote imperative (mandatory), meaning Proposals not satisfying imperative (mandatory) requirements will be deemed to be noncompliant and will not be considered for contract award.
- “may” and “should” used in this RFP denote permissive (not mandatory).
- “Project Manager” means main contact person at the City for all matters relating to the project.
- “Proponent” means a legal entity, being a person, partnership or firm that submits a Proposal in response to a formal Request for Proposal.
- “Proposal” means an offer submitted by a Proponent in response to a formal Request for Proposals (RFP), which includes all of the documentation necessary to satisfy the submission requirements of the RFP.
- “RFP” means this Request for Proposal package in its entirety, inclusive of all Appendices and any bulletins or Addenda that may be issued by the City.
- “Services” means all services and deliverables to be provided by a Vendor as described in this RFP.
- “Solution” means a set of goods and services meeting the City’s requirements, as set out in this RFP.

1.3 Interpretation

In this RFP and in the Agreement, unless the context otherwise necessitates,
(a) any reference to an officer or representative of the City shall be construed to mean the person holding that office from time to time, and the designate or deputy of that person, and shall be deemed to include a reference to any person holding a successor office or the designate or deputy of that person;

(b) a reference to any Act, bylaw, rule or regulation or to a provision thereof shall be deemed to include a reference to any Act, bylaw, rule or regulation or provision enacted in substitution thereof or amendment thereof;

(c) all amounts are expressed in Canadian dollars and are to be secured and payable in Canadian dollars;

(d) all references to time shall be deemed to be references to current time in the City;

(e) a word importing only the masculine, feminine or neuter gender includes members of the other genders; and a word defined in or importing the singular number has the same meaning when used in the plural number, and vice versa;

(f) any words and abbreviations which have well-known professional, technical or trade meanings, are used in accordance with such recognized meanings;

(g) all accounting terms have the meaning recognized by or ascribed to those terms by the Canadian Institute of Chartered Accountants; and

(h) all index and reference numbers in the RFP or any related City document are given for the convenience of Proponents and such must be taken only as a general guide to the items referred to. It must not be assumed that such numbering is the only reference to each item. The documents as a whole must be fully read in detail for each item.

1.4 PROPOSAL PROCESS

.1 The process is governed by the terms and conditions in Appendix “B”.


SECTION 2 OVERVIEW

2.1 INTRODUCTION

1. Toronto Water Division of The City of Toronto (City) is seeking an experienced water/wastewater and energy management Consultant to develop an Energy Optimization Plan (EOP) for Toronto Water. The EOP will review the status of the current energy management plans and initiatives, identify and develop short and long term (5-10 years, 10 – 20 years goals and objectives) and provide cost-benefit analysis for the recommended strategies to address all energy aspects of the water and wastewater operations.

2. The EOP would essentially provide the long term energy management strategy for Toronto's water and wastewater facilities and would be aligned with the "Toronto Water Strategic Plan 2010-2020 (available on Toronto Water website): http://insideto.toronto.ca/torontowater/pdf/tw_strategic_plan_2010-2020.pdf)".

3. The City of Toronto owns and is responsible for the operation and maintenance of water treatment plants, wastewater treatment plants and pumping stations. Toronto Water has set significant standards to achieve energy efficiency through these facilities. This includes an internal energy management program which consists of annually updated facility specific energy management plans, an intranet energy management website and energy use and cost databases. Energy audits were completed at various facilities and recommendations were in different stages of completion and implementation. An Energy Team has also been formed to facilitate development of long term energy communication strategy and to help build a sustainable energy saving culture. Three MOE director approved Energy Management Training courses, were developed and training was delivered to all management and front-line staff.

4. As our plants and facilities continue to expand and upgrade and more advanced and energy intensive processes are deployed to meet increasing stringent regulatory requirements, we are developing a multi-faceted approach towards energy management which integrates energy efficiency into our operations and processes.

5. In 2010, Toronto Water launched a ten-year Strategic Plan (2010-2020). The purpose of the plan was to confirm Toronto Water's mission statement; articulate the vision; define core values; outline guiding principles; and provide Toronto Water with a roadmap of nested strategies, goals, and specific actions over the next decade that will facilitate the utility's move towards service excellence. Specific content for Toronto Water Strategic Plan 2010-2020 was derived from an environmental scan of the water and wastewater utility industry, a series of strategic planning meetings with Toronto Water's executive management team, a series of focus group meetings with key staff to refine the core values, and an extensive review of existing program and planning documents. Four core values were defined as follows: Service Excellence, Committed to Improvement, Integrity, and Proud of What We Do. The environmental scan of the water/wastewater industry helped identify the broad range of issues that are changing the way utilities must do business, and to ascertain relevant emerging trends that underpin successful utility strategic planning and decision making.

6. Toronto Water's divisional Strategic Plan 2010-2020 has now been in place for three years and part of the implementation of the plan was the launch of Key Performance Indicators (KPI) linking directly to the guiding principles and strategies identified in the plan. One of the KPI's for each facility is the energy consumption in Kilowatt-Hours (kWhr) per megalitre. As mentioned above, the Consultant shall ensure that the recommendations in the EOP are aligned with the principles and the intent of Toronto Water's Strategic Plan.
2.2 CURRENT STUDIES, DESIGN AND CONSTRUCTION PROJECTS

.1 The following section describes some of the projects and activities currently underway within Toronto. Some may only have a minor impact on the proposed project. The information has been made available to provide perspective on the current situation.

Studies/Design Assignments/Construction Projects Underway

.2 Joint Optimization Study – Toronto Water recently completed a Joint Optimization Study to carry out a high level assessment of projected water demands within the City of Toronto and York Region for the years 2011 and 2031 and to determine optimal infrastructure required to meet the above demands including assessment of options for additional supply from Toronto to York Region. Through the Joint Optimization Study, an infrastructure expansion program for an estimated $1 billion has been identified that will be cost shared by York Region. Funds required for the expansion of the infrastructure have been budgeted in the 2004-2013 Capital Works Program. Negotiations are underway for amendments to the existing Water Supply Agreement with the York Region.

.3 Biosolids and Residual Master Plan - The City of Toronto has initiated development of a Biosolids and Residuals Master Plan (BRMP) for the future management of the City’s biosolids (generated from wastewater treatment plants) and residuals (generated from the water treatment plants). KMK Consultants Limited has been engaged for this project. It is expected that the BRMP will be completed soon.

.4 Water Production Process Control System Upgrade – which is a design/build project for the upgrading of field instruments and process automation and SCADA system for all the water treatment plants.

Major Studies/Design/Construction Projects Planned Relating Energy Management

1. Transmission Operation Optimizer
2. Demand Response (DR) 3 planning at Island WTP, Milliken P.S, Ellesmere P.S in addition to existing DR3 programs
3. Pump Upgrades at Eglinton and Scarborough P.S as part of on-going pump upgrade program
4. Lighting upgrades at F.J Horgan WTP and various facilities
5. Aeration Tanks Refurbishments at Highland Creek WWTP and HTP WWTP
6. Cogeneration studies at Ashbridges Bay WWTP and HTP WWTP
7. Fine bubble diffuser upgrade pilot and automated dissolved oxygen control at Ashbridges Bay WWTP
8. Plant Services Project (Submetering) at WWTPs
9. System sustainability project During a City and Region Wide Area Power Failure
10. Waste-water disinfection study
2.3 CITY REFERENCE DOCUMENTS AND STANDARDS

.1 REVIEW BACKGROUND INFORMATION: The City of Toronto has prepared a number of energy related reports in the past. While many of these reports do not directly deal with the energy management issues or initiatives in Toronto Water, they may have a direct or an indirect relevance to developing an EOP for Toronto Water. The Vendor shall review the following reports and consider any direct or indirect impacts these may have on the development of the EOP.

A. Change is in the Air – Climate Change, Clean Air and Sustainable Energy Action Plan: Phase 1, June 2007 available on the City’s website at: http://www.toronto.ca/changeisintheair/index.htm


F. System Sustainability Study Report (during a City and Region Wide Area Power Failure) dated April 2009.

G. Deep Lake Water Cooling System http://www.toronto.ca/environment/initiatives/cooling.htm

H. Any other reports related to process / energy uses.

Optimization of energy management will also include, but will not be limited to the review of the following:

I. Review the current status of Strategic Energy Planning by other large municipalities in Ontario.


K. Review international standard ISO 50001 that outlines a structured approach towards measuring and monitoring energy use in order to improve performance, lower energy bills and reduce carbon emissions. Comment on the costs and merits of certification to this standard.

L. Review available Energy Audit reports and Energy Management Plans (EMPs) for various facilities

M. Review the latest available OMBI (Ontario Municipal Benchmarking Initiative) report.

N. Review current energy use monitoring programs and tools in Toronto Water (meters, sub-meters, Yates-meter testing, power quality monitoring, etc)

O. Recent advances in pumping technology and motor design and its control.

P. High level review of aeration systems at the wastewater plants and DO control strategies.

Q. Review of TOO (Transmission Operations Optimizer) and water pumping strategies.


S. Review recent advances in building automation technology.
Summarize the findings of the above activities in a "Technical Memorandum #1 – Status of the Current Energy Management Program in Toronto Water (TM #1)".

.2 The following reference documents are available for viewing at Metro Hall. In order to arrange a review please contact Wahid Zia, P.Eng. of Toronto Water, e-mail: wzia@toronto.ca Phone: (416) 397-0946. The following is a brief summary of each document:

1) Toronto Water's divisional Strategic Plan 2010-2020.
2) Toronto Water Process Control Systems (PCS) Implementation Guidelines, latest Version. This document includes the design and construction requirements with respect to instrumentation and control and SCADA at Toronto Water facilities. This manual is available in CD format to the proponents. The current version of the manual is subject to change and the latest version will be provided to the proponent at the commencement of the assignment. The requirements as outlined in this manual are to be used for preparation of the proposal and are not to be copied.
3) City of Toronto Green Building Standard, 2010: www.toronto.ca/planning/environment/greendevelopment.htm

.3 Copies of the appropriate documents will be supplied to the Consultant.

2.4 MANDATORY SITE/INFORMATION MEETING

.1 A site Mandatory Site meeting will be held on Thursday March 18, 2014 at 10 am at R.L. Clark Water Treatment Plant, located at 45 Twenty-third Street, Toronto, Ontario, M8V 3M6. Proponents will meet in the building lobby.

.2 Interested Proponents must attend the site/information meeting to familiarize themselves with the Project and ascertain the full extent of the work required. Proposals submitted by Proponents that did not attend the mandatory site/information meeting shall be declared informal and will not be considered. Individuals attending the meeting must sign in and clearly indicate on the sign in sheet the name of the firm they are representing.
SECTION 3 SCOPE OF WORK

3.1 SCOPE OF WORK OVERVIEW

The City of Toronto’s Toronto Water Division is seeking an experienced water/wastewater and energy management consultant to develop an Energy Optimization Plan (EOP) for Toronto Water. The EOP will review the status of the current energy management plans and initiatives, identify and develop short (5-10 years) and long term (10-20 years) goals and objectives and provide cost-benefit analysis for the recommended strategies to address all energy aspects of the water and wastewater operations.

The EOP would essentially provide the long term energy management strategy for Toronto’s water and wastewater facilities and would be aligned with the Toronto Water Strategic Plan 2010-2020.

The Consultant shall be responsible for the development of an Energy Optimization Plan (EOP) for Toronto Water (2015 – 2030). The EOP will include, but will not be limited to the following three elements: i) optimization of energy, ii) revenue generation, and iii) innovation in energy use. The scope of work within these three elements is described in the following sections.

A. Review Background Information

The City of Toronto has prepared a number of energy related reports in the past. While many of these reports do not directly deal with the energy management issues or initiatives in Toronto Water, they may have a direct or an indirect relevance to developing an EOP for Toronto Water. The Consultant shall review all the reports and documents listed under Section – 2.3/.1, and consider any direct or indirect impacts these may have on the development of the EOP.

Summarize the findings of the above activities in a Technical Memorandum #1 – Status of the Current Energy Management Program in Toronto Water (TM #1).

B. Document Program Challenges and Expectations

The Consultant shall review and document internal and external challenges for implementation of an optimized energy management program.

One of the challenges of managing energy savings at multiple treatment facilities operation emanates from balancing between energy optimization and compliance with more stringent codes and regulations (such as NFPA 820 and wastewater system effluent regulations) and the applications of more energy intensive advanced treatment methods (such as disinfection and ozonation) as well as other operation constraints (such as aging infrastructures which lead to ongoing capital projects to improve the treatment processes).

After considering the above internal and external challenges, the Consultant shall review and recommend an easy to understand system for documenting base loads and demonstrating energy savings from year to year without significant capital cost investment.

The Consultant shall also recommend a communication plan to address the expectations of the external stakeholders / regulatory requirements.
Summarize the findings of the above activities in a Technical Memorandum #2 - Energy Management Challenges and Expectations (TM #2).

C. Review Energy Optimization Opportunities

The consultant shall review the different processes of water and waste-water treatment plants at a macro-level. Following the background review, the following tasks should be undertaken.

1) Benchmark processes and establish baseline energy use parameters to monitor energy use and energy intensity parameters for water treatment processes, waste-water treatment processes applicable to Toronto Water facilities
2) Review and benchmark the current strategies for water pumping and distribution
3) Assess current and future energy markets in Ontario and how it impacts facility operating costs
4) Define proposed goals and objectives for long term optimization of energy use for Water and Wastewater departments.
5) Identify divisional targets, department and plant targets and provide recommendations to meet them
6) Provide cost-benefit analyses for the recommended options to meet divisional, department and plant targets

Summarize the findings of the above activities in a Technical Memorandum #3 - Energy Optimization Opportunities (TM #3).

D. Review Revenue Generation Opportunities

Currently, Toronto Water takes advantage of a number of incentive programs offered by Toronto Hydro, Enbridge, OPA, etc. Toronto Water has conducted energy audits at most of its water and wastewater facilities to identify energy-saving opportunities and has applied for the appropriate incentive programs. The proponent is expected to review the current programs and identify future opportunities with respect to the availability of incentives. The proponent shall also provide specific recommendations so that Toronto Water is positioned to take advantage of future benefits. Also comment on the impact of current and future legislation/regulations on the nature of the incentives and size of the payments.

The details of the previously completed projects along with the incentive payments received by Toronto Water are shown below (for information only).

D.1 Toronto Hydro Incentives

Toronto Hydro and the OPA's saveONenergy programs provide financial incentives to help improve industrial facility energy efficiency. Their programs are available for commercial, institutional, multi-residential and industrial buildings.

<table>
<thead>
<tr>
<th>Facility</th>
<th>Demand Savings kW</th>
<th>Energy Savings kWh</th>
<th>Electricity Savings per year</th>
<th>Incentive Payment</th>
</tr>
</thead>
<tbody>
<tr>
<td>F J Horgan WTP</td>
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<tr>
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<td>$374,000</td>
<td>$681,164</td>
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<tr>
<td>Pumping Station</td>
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<td></td>
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<tr>
<td>-----------------</td>
<td>---</td>
<td>---</td>
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<td></td>
</tr>
<tr>
<td>William Johnston Pumping Station</td>
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<td>953,320</td>
<td>$95,000</td>
<td></td>
</tr>
</tbody>
</table>

**D.2 Enbridge Incentives**

<table>
<thead>
<tr>
<th>Facility</th>
<th>Gas Savings</th>
<th>Incentive Payment</th>
</tr>
</thead>
<tbody>
<tr>
<td>Highland Creek TP</td>
<td>1.8 million cubic meters</td>
<td>$100,000</td>
</tr>
</tbody>
</table>

**D.3 Demand Response Programs**

The City of Toronto has engaged a third party demand aggregator through an RFP process for participation in the Ontario Power Authority's (OPA) Demand Response 3 Program (DR3).

Toronto Water is currently enrolled in two DR3 agreements. The first agreement for Pumping Stations has a contracted DR for 1500 kW curtailment. The second agreement for the F.J. Horgan Water Treatment Plant has a contracted DR of 2000 kW.

In view of the existing infrastructure, undertake the following tasks:

1) Review the current literature for OPA DR programs and comment on the future viability of this program and other similar programs.
2) Identify challenges and benefits of renewing the current DR3 contracts beyond their expiry dates.
3) Evaluate the option of using a third party demand aggregator vs signing up directly with the OPA.
4) The consultant shall provide a recommendation for long-term administration (whether through a third party aggregator or in-house) of the DR programs.

**D.4 Smart Grid or System Regulation**

Grid Balance also known as System Regulation is an energy management program that balances the electricity grid using demand-side assets in a continuous, real-time way – this service ensures that supply and demand remain balanced at all times. The Consultant shall review the available Smart Grid technologies that adjust the way that large equipment such as the pumps and blowers use energy on a second-by-second basis. Further, the Consultant shall undertake the following tasks:

1) Identify/quantify any potential for revenue generation or energy savings through system regulation.
2) Identify any potential risks and benefits of adopting system regulation technology and provide recommendations.
3) Review current market vendors that provide system regulation services and comment on potential partnerships.

**D.5 Ontario’s Feed-in-Tariff (FIT) Program**

Ontario’s FIT Program has a number of key features. It provides a straightforward way to contract for generation and is open to various renewable energy technologies, including biogas, biomass, landfill
gas, solar photovoltaic (PV), wind and waterpower. It allows all types of generators, from homeowners to large developers, to participate and offers incentives and long-term price guarantees to increase investor confidence and access to financing.

The Consultant shall review the options available to Toronto water and wastewater facilities for revenue generation through FIT programs and make recommendations.

D.6 District Energy Opportunities

Aiming to recover energy from our operations for beneficial uses, the City of Toronto in partnership with Enwave Energy Corporation (http://www.enwave.com/district_cooling_system.html) developed a Deep Lake Water Cooling system that uses the energy from cold Lake Ontario water to cool high-rise buildings in downtown Toronto. Toronto Water has also explored the feasibility of recovering the energy from digester effluent to heat digester influent within our wastewater operations. While Toronto Water is not in the business of district cooling or heating, it is recognized that there may be some potential to recover waste heat from the sewage and reap benefits by partnering with a district heating agency. The City of Vancouver has recently installed a sewage heat recovery system (http://www.greenenergyfutures.ca/blog/waste-heat-how-vancouver-mined-its-sewage-heat-entire-neighbourhood) that heats 250,000 square metres of space.

The Consultant shall review sewage heat recovery based district heating systems or other similar systems and determine their applicability for our wastewater operations. The Consultant shall also comment on the technical and economical feasibility of partnering with a district heating agency.

D.7 Other Opportunities

Toronto Water recently conducted a review of the local and international water pressure standards. During the review, it was apparent that there may be some opportunities for energy savings by adjusting the delivered pressure. Simultaneously, a water energy mapping concept was developed for visualizing energy use in Toronto Water.

1) The Consultant shall review the energy mapping information and make recommendations with respect to ‘billing for embedded energy’.

2) The Consultant shall also review the current stormwater management practices and sewage pumping stations operation in Toronto Water and identify any opportunities for energy optimization.

Summarize the findings of sections D.1 to D.7 related to revenue generation in a Technical Memorandum #4 - Revenue Generation Opportunities (TM #4).

E. Long-term Viability of Biogas Utilization and Co-gen projects

Cogeneration (Co-gen) systems utilizing biogas are generally considered for wastewater treatment plants due to the need for standby power (to provide reliability during utility power outages and shortages), availability of free fuel compared to natural gas, interest in green or bio-energy from renewable resources and grants and incentives being offered by the provincial and federal governments. Toronto Water has Co-gen projects at two of its four wastewater treatment plants.
Humber Treatment Plant:
The Humber Treatment Plant has two co-gen engines installed in the late 1990s and initially commissioned in 2000. The engines are capable of delivering 2.35 MW of electricity and 2.9 MW of heat each when running at rated capacity. Since the commissioning, numerous issues related to fuel availability, unreliable fuel preparation system (compression and drying), questionable natural gas and digester gas blending philosophy, and repetitive backfires due to exhaust system configuration, rendered this facility non-operable for the last several years.

A recent City initiative has resulted in an upgrade project aimed to address the above mentioned issues and resume routine operation of the facility. It is envisioned that following the improvements that are currently under construction, one of the co-generation engines will be operated solely on digester gas the second engine will be operated on natural gas when and if the City chooses to do so. Most of the waste heat from the co-gen engines will be anticipated to be utilized by the Plant year round with the requirement to top up winter space heating needs by the natural gas-fired boilers.

Ashbridges Bay Treatment Plant:
In 2008, Toronto Hydro proposed a cogeneration facility to utilize the digester gas (biogas) produced at the Ashbridges Bay Treatment Plant (ABTP) to generate 10 MW of electrical power and return the recovered thermal energy to ABTP in the form of hot water. The cogeneration facility will physically be located on a small portion of City owned land (adjacent to ABTP) currently occupied by the Transportation Division. Other project proposal features include:

- Electrical connection to 15 kV bus at the North Substation within ABTP
- 10 MW of emergency power (with natural gas supply)
- 20 year term plus 10 year extension option
- Lease payment by Toronto Hydro to the City (Transportation Division)
- Toronto Hydro to cover all capital and operating costs of the project
- Toronto Hydro pays Toronto Water for biogas; Toronto Water pays Toronto Hydro for returned thermal energy (details under negotiation)

The design of the facility is approximately 10% complete. Toronto Hydro had previously applied for is approval of the project under the FIT Program, but recently submitted an application for a separate OPA incentive program. A draft Energy Services agreement had been prepared several years ago, but has not been formally executed.

The consultant shall review the above projects and comment on the long-term (20-30 years term) viability of these projects in a Technical Memorandum # 5 – Biogas Utilization and Co-Gen projects (TM#5). In case the above mentioned projects are not feasible, provide alternative approaches/strategies for utilization of bio-gas.

F. Evaluate Green Energy Options
Some examples of green energy application at Toronto Water include a 86kW photovoltaic system at the F.J. Horgan water treatment plant, and green-roof at John St. and Milliken pumping stations.

The consultant shall:
1) Review green energy alternatives for Toronto Water in view of costs, benefits and the City of Toronto objectives and targets and policies for green energy.
2) Given the size and locations of the water and wastewater facilities, evaluate the economic and technical feasibility of harnessing solar and wind energy to power exterior/interior/emergency lighting, building heating, etc for Toronto Water and provide recommendations.
3) Evaluate economic and technical feasibility for using geothermal energy for new/existing facilities.
4) Other green energy options.

Summarize the findings of the above activities in a Technical Memorandum #6 – Green Energy Options for Toronto Water (TM #6).

G. Develop Standards

The City currently has a clause related to "energy management plan (EMP)" in RFP/RFQ template, for the design consultants.

1. The consultants shall develop a set of design standards/practices to guide and direct consulting engineers and architects during the development of non-process related aspects of future projects at the treatment facilities. These standards will address areas such as building automation, ventilation, materials of construction, lighting, etc. and are intended to optimize energy usage and minimize GHG emissions.

2. Review existing clause in RFP/RFQ template related to "energy management plan (EMP)" and propose changes if needed. Prepare a set of typical sections and clauses that can be inserted into a Request For Proposal document to define the scope of future projects with respect to the use of these standards/practices.

Summarize the findings of the above activities in a Technical Memorandum #7 – Standard Development (TM #7).

H. Outlook for Net-Zero Energy Achievement

1. With an outlook of long term (20-30 years), present a forecast that details how wastewater treatment facilities of the future may be operated in order to minimize energy consumption/demand while maximizing energy recovery/production opportunities.

2. Review current research initiatives and provide an inventory of the net-zero energy solutions and technology advancements that are being explored and comment on their applicability to Toronto Water facilities for short or long term implementation.

3. Describe the key concepts/philosophies that should be considered by waste-water division to achieve net-zero energy status and identify the corresponding major projects in the next 10-20 years where these should be included.

Summarize the findings of the above activities in a Technical Memorandum #8 – Net-Zero Energy Achievement (TM #8).

I. Present the findings of TM #1 through #8 at workshop(s) with City staff and obtain concurrence from the City on recommendations.
J. Following input from the City staff, prepare a Ten-Year Energy Optimization Plan for Toronto Water (Draft Report) for review and comments by the City staff.

K. Present the Ten-Year Energy Optimization Plan for Toronto Water (Draft Report) at a workshop to the City staff.

L. Note: the consultant is required to provide all necessary health & safety equipment for access to plant areas, including that required for confined space entry.

M. The approximate timeline for this project is expected to be 12 months, from the date of kick-off meeting. This is only the City’s suggested timeline. If the Proponent considers the timeline to be too short or too long, this is to be identified in your Proposal. Within the Proposal, the Proponent is responsible for identifying a timeline that they are committed to accomplishing.

N. The general requirements for provision of engineering services to be provided by the successful Consultant to the City of Toronto are as specified in the Appendices. It is the responsibility of the Proponent to familiarize themselves and comply with the project and contractual requirements of the City as specified in the Appendices, and to ascertain the full scope of work and the engineering services required for the project, prior to submission of the proposal, including:

3) Technical Services Guidelines for Major Works Facilities Projects (refer to Appendix A – RFP Terms and Conditions. Note that significant changes/updates have been made to Appendix A effective September 2012 and should be carefully reviewed by all proponents. Of particular note are new requirements in A.4 through A.7 on PCS Guidelines, and the use of Master P&ID’s, and Master Single Line Diagrams, and the requirements for Electrical Control Schematics.

4) Submission Forms (Appendix C)

5) Specimen Contract Agreement, including Insurance Forms and Statutory Declarations (Appendix D)

6) Proponents are to confirm on-site to their own satisfaction, both the accuracy of the information provided in the City’s RFP and the current site conditions prior to submission of proposals. As-built drawings are not to be solely relied upon for design development. The requirement to meet regulatory codes is considered as being part of the base assignment.

3.2 GENERAL PROJECT REQUIREMENTS

The City’s general project requirements are included in Appendix A.1. General requirements include project management and administration procedures, approvals, and standards. The proponent is responsible for reviewing this information and familiarizing themselves with the City’s requirements, and shall comply in its entirety. The following clauses provide additional, project specific requirements, and are to be read in conjunction with the Appendices. Where there is a conflict, the provisions in this section shall take precedence.

1. At the beginning of the project, the Consultant is to provide a baseline workplan for review and approval by the City. The workplan will be a refinement of the proposal, which will define in detail the scope of work and schedule for the project. The schedule is to be updated monthly and reviewed at progress meetings. Changes to the project schedule require a written explanation and must be approved, in writing, from the City.

2. For many Toronto Water facilities, the involvement of all appropriate operating staff in the monthly meetings may not be an effective nor efficient method for obtaining operator input.
Include in your workplan for additional workshops at key milestones to ensure their input is sought at the appropriate time. Include these workshops in the project scope.

.3 The City, and therefore the project, is required to meet the requirements of the Safe Drinking Water Act.

.4 Note that the project shall comply with City requirements with respect to Health & Safety (note orientation requirements) and Designated Substances Management (including mandatory qualifications for (sub) consultants undertaking DSL Reports and associated activities).

.5 The project recommendations shall meet or exceed the requirements of the Ontario Building Code as well as other applicable regulations/codes.

.6 Specific exceptions/modification to Appendix A.1 include:

1) Section A.1.15.1.9: Safety equipment is to be provided by the Consultant.

3.3 ENGINEERING STUDIES

The City’s general requirements for engineering studies are included in Appendix A.3. The proponent is responsible for reviewing this information and familiarizing themselves with the City’s requirements, and shall comply in its entirety. The following clauses provide additional, project specific requirements, and are to be read in conjunction with the Appendices. Where there is a conflict, the provisions in this section shall take precedence.

Please refer to section 3.4 for summary of project submissions/deliverables and meetings.

3.4 SUMMARY OF PROJECT SUBMISSIONS/DELIVERABLES AND MEETINGS:

.1 Provide a work-plan including an outline of required meetings. The following meetings shall be included at a minimum:

<table>
<thead>
<tr>
<th>Meeting/Workshop</th>
<th>Number of Meetings</th>
</tr>
</thead>
<tbody>
<tr>
<td>Progress Meetings (4 hours each meeting)</td>
<td>12</td>
</tr>
<tr>
<td>1/2 -day Workshop: presentation of study results</td>
<td>6</td>
</tr>
</tbody>
</table>

.2 The following table summarizes major project submissions, and provides general guidelines on the number of versions and quantities. The “number of versions” indicates, for the same document, the number of draft and final versions to be submitted for review by the City (for example, if 3 versions are specified, this means a draft, second draft and a final version, assuming noted deficiencies are adequately addressed). The consultant should note that other deliverables are also required, as specified within this document. With each printed submission, include a digital submission of the same documents in Adobe, and the documents in their native (WORD, Excel) format.
3.5 ALTERNATIVES SUGGESTED BY PROPONENT

.1 The City is interested in innovative solutions and will consider alternative strategies and approaches in the execution of the project. However, alternatives presented by the proponent, but not specifically requested by the City, will not be included in the evaluation process as a separate submission.

.2 Should a proponent wish to present an alternative design idea at the proposal stage, the proponent must first provide a full and complete proposal based on the base bid described in the RFP.

.3 Any alternative proposed must be of sufficient detail to allow the City to completely review and understand the merit(s) of the alternative and subsequent benefit(s) to the City. The City reserves the right to accept or reject any alternative and is under no obligation to consider any alternative.

.4 In the event that the proponent has identified a suggested improvement in the project scope, the related cost impact is NOT TO BE INCLUDED IN THE PROPONENT’S BASE PROPOSAL OR CITY OF TORONTO ALTERNATIVES PRICING. The cost related to the proponent’s suggested improvement/innovation idea is to be presented separately.

.5 The award of the project will be based on the evaluation criteria as noted in the “Proposal Evaluation and Selection” section of the RFP, with the cost points established on the BASE PROPOSAL. If the proponent elects to submit pricing for an alternative, this pricing will only be used as the basis for fee negotiation, once the successful proponent has been selected.

.6 A portion of the technical proposal score however, will be allocated to highlighting alternative, innovative solutions, where they are sufficiently detailed and demonstrate superior knowledge and technical expertise of the team, and demonstrate an advantage to the City.

.7 A specific, separate section of the technical proposal may then be used to describe the alternative design approach. No cost information shall be included in the Technical Proposal.
.8 Cost of Services proposals for Proponent’s alternatives are to be included in the Cost of Services envelope, along with the base proposal.
SECTION 4 CITY OF TORONTO’S RESPONSIBILITIES

4.1 GENERAL

.1 The City staff will provide assistance to the Consultant by reviewing all submitted documents within approximately two-three weeks of receipt, depending on the magnitude of the submission.

.2 The City will designate a Project Manager to this project upon completion of the evaluation of the RFP and award of the project. This Project Manager will have the responsibility for ensuring that the Operating Division’s position, as client, on all matters relevant to this project is represented to the Consultant.

.3 Best efforts will be made by the City to provide a summary on the scope and current status of active design and construction projects as well as the current timeline for completion. Available details on the existing capital works program, listing the project names, general details on scope, and timeline, will be provided. Available information from the maintenance management software will be provided to support the assessment of the remaining useful life of major equipment.

.4 Best efforts will be made by the City to provide available record drawings and/or access to facility libraries to support the project.

.5 As required, the City will provide available operational data to support the design.

.6 The City will provide a copy of the City’s Health & Safety Manual and required 2-hour Health & Safety Orientation(s).

.7 The City will assign the Work Management System (WMS) numbers for all equipment.

.8 The City has developed internal standards related to this project, as indicated in the section on Reference Documents. Copies will be provided to the consultant at project commencement.

.9 The City will hire and pay for asbestos remediation required prior to tendering of the contract, if required.

.10 The City will pay for all approvals applications.

.11 The City will print copies of the contract specifications and drawings, including addenda, for tendering.

.12 The City will pay for all utility locates.

4.2 CONSULTANT PERFORMANCE EVALUATION

.1 The Technical Services Consultant Performance Evaluation Template (CPET) will be used to assess the performance of the Consultant through a set of performance indicators and evaluation templates. Once completed, the CPET will be forwarded to the appropriate Directors, in the Operating Division and Technical Services, for information and/or appropriate action.
SECTION 5 PROPOSAL EVALUATION AND SELECTION

5.1 SELECTION COMMITTEE

.1 All Proposals will be evaluated through a comprehensive review and analysis by a Selection Committee, which will include members from the City's Technical Services, Toronto Water and other relevant City staff and stakeholders.

.2 The Selection Committee may at its sole discretion retain additional committee members or advisors.

.3 The aim of the Selection Committee will be to select one, which, in its opinion, meet the City's requirements under this RFP and provides a satisfactory overall value to the City, but the Proposal selected, if any, will not necessarily be the one offering the lowest fees or cost (pricing). Pricing is one of the components in determining the total score or ranking.

.4 By responding to this RFP, Proponents will be deemed to have agreed that the decision of the Selection Committee will be final and binding.

5.2 SELECTION CRITERIA

.1 The proposals will be reviewed for experience requirements (Stage 1 in Table 5-1), as follows:

1) Experience requirements demonstrated through corporate experience, reference projects and team members experience and qualifications. The proponent shall provide these essential information in Tables # 6-1, 6-2, 6-3.

.2 The proposal content (Stage 2 in Table 5-1) will be evaluated considering the following:

1) Proponent Profile & Corporate Experience
   i) Proponent profile
   ii) Corporate experience in water/wastewater and energy management
   iii) Corporate project references related to water/wastewater and energy management

2) Project team, experience, and structure:
   i) Demonstrated technical engineering expertise for all disciplines required on the project, including the depth and breadth of resources for a project of this nature, scale and magnitude.
   ii) Superior expertise in developing "Energy Optimization Plan (EOP)" for water and waste-water facilities.
   iii) QA/QC team member expertise, depth of resources
   iv) Overall team organization and structure.

3) Project understanding and approach:
   i) Demonstration of understanding of the base scope. The overall project execution, as well as the understanding and approach to the specialized tasks and challenges will be considered.
   ii) Completeness and suitability of proposed work-plan and methodology to meet the requirements/deliverable of the RFP
   iii) Engineering approach to address the requirements of the RFP, energy optimization plan for water/waste-water facilities.
iv) Suitable QA/QC program in place to ensure high quality submissions during the project lifespan
v) Cost control measures including approach.
vi) Project management methodology

4) Project Resources, Workplan and Deliverables:
   i) Appropriate staffing levels and staff availability for all the tasks/deliverables of the assignment (including senior/specialty expertise), overall project management, design, head office administration and site inspection services. These activities are to be identified separately in the time/task breakdown
   ii) Proposed schedule with a comprehensive and logical sequence that reflects understanding of the project and reasonable timeframes of all activities.

5) Innovative strategies and value-added approaches to enhance the project and its deliverables/execution;

6) Proposal Structure and quality
   i) Completeness, conciseness and general suitability of proposal

.3 Proposal Evaluation Form that will be used to evaluate the proposals is included as Table 5-1.

<table>
<thead>
<tr>
<th>Table 5-1 Proposal Evaluation Form</th>
</tr>
</thead>
<tbody>
<tr>
<td>Stage 1. MANDATORY SUBMISSION REQUIREMENTS (Section 6.2)</td>
</tr>
<tr>
<td>Stage 2. PROPOSAL STRUCTURE, ATTRIBUTES AND CONTENTS (Section 6.3)</td>
</tr>
<tr>
<td>EVALUATION CRITERIA</td>
</tr>
<tr>
<td>a. Corporate Profile, Project team, team experience and team structure</td>
</tr>
<tr>
<td>b. Project Understanding and approach</td>
</tr>
<tr>
<td>c. Project Resources and Work-plan</td>
</tr>
<tr>
<td>d. Innovation and value added</td>
</tr>
<tr>
<td>e. Proposal Structure and Quality</td>
</tr>
<tr>
<td>Cost of Services Proponent's fees are calculated as described in table 5-2</td>
</tr>
<tr>
<td>TOTAL</td>
</tr>
</tbody>
</table>

Stage 3. INTERVIEW (If applicable)
Proponent must score a minimum of 75% or (56.3 points) points to further qualify for the short-list and further evaluation as described in Clause 5.3.
Should an interview be scheduled, the interview will be used to review/refine/revise Proponent's scores assigned in categories a, b, c and d above.
5.3 SELECTION PROCESS

.1 The Selection Committee will utilize the best format/criteria for the evaluation and selection process to establish a Total Score for each Proposal as noted in the sample evaluation table below.

.2 Table 5-2

<table>
<thead>
<tr>
<th>A. Mandatory Submission Requirements (Section 6)</th>
<th>Pass / Fail</th>
</tr>
</thead>
<tbody>
<tr>
<td>B. Technical Proposal Submission</td>
<td>75 pts.</td>
</tr>
<tr>
<td>C. Cost of Services</td>
<td></td>
</tr>
<tr>
<td>Formula: ( \frac{\text{lowest cost proposal divided by Proponent's proposal cost}}{25} )</td>
<td>25 pts.</td>
</tr>
</tbody>
</table>

Total Score 100 pts.

.3 If the submission fails the Mandatory Submission Requirements, the proposal will be rejected. The Technical Proposal and Cost of Services will not be reviewed.

.4 The Technical Proposal must score a minimum 56.3 points of the possible 75 points to have the Cost of Services Envelope opened and evaluated. Purchasing and Materials Management Division may open the Cost of Services envelope to ensure compliance with the requirements of the RFP, however the Evaluation Team will not have any knowledge of any information contained in the Cost of Services envelopes until such time that the technical evaluations are complete and Proponents are short listed.

.5 The Total Score shall be the sum of the Cost of Services score and Technical Proposal score.

.6 The Proposal that achieves the highest overall Total Score will be ranked first.

.7 In the event of a tie Total Score (Total Score rounded to one decimal point), the Proponent achieving the highest score for its Technical Proposal will be ranked first overall.

5.4 CLARIFICATIONS

.1 As part of the evaluation process, the Selection Committee may make requests for further information with respect to the content of any Proposal in order to clarify its understanding of the Proponent’s response. The clarification process shall not be used to obtain required information that was not submitted at time of close or to promote a particular Proponent.

.2 The Selection Committee may request further information from one or more Proponents and not from others.

5.5 INTERVIEW

.1 A Proponent whose Proposal has received a high ranking may be invited to an interview with the Selection Committee, the results of which will be used by the Committee as a mechanism to revisit, revise and finalize the score as necessary.

.2 The representatives designated by the Selection Committee in its invitation to the Proponent must attend any interview scheduled as part of this evaluation process.
.3 The representative of a Proponent at any interview scheduled is expected to be thoroughly versed and knowledgeable with respect to the requirements of this RFP and the contents of its Proposal, and must have the authority to make decisions and commitments with respect to matters discussed at the interview, which may be included in any resulting Agreement.

.4 No Proponent will be entitled to be present during, or otherwise receive, any information regarding any interview with any other Proponent.

.5 The Selection Committee may interview any Proponent(s) without interviewing others, and the City will be under no obligation to advise those not receiving an invitation until completion of the evaluation and selection process.

5.6 EVALUATION RESULTS

.1 Upon conclusion of the evaluation process, a final recommendation will be made by the Committee to the Executive Director of Technical Services and/or City Council.

.2 Proposal evaluation results shall be the property of the City and are subject to the MFIPPA. Evaluation results may be made available to public release pursuant to the MFIPPA.

.3 Proponents should be aware that Council and individual Councillors have the right to view the responses provided that their requests have been made in accordance with the City’s procedure.

5.7 NEGOTIATIONS AND AGREEMENT

.1 Any award of an Agreement to a Proponent will be at the absolute discretion of the City. The selection of a recommended Proponent will not oblige the City to negotiate or execute an Agreement with that recommended Proponent.

.2 Any execution of an Agreement resulting from this RFP will be in accordance with the bylaws, policies, and procedures of the City.

.3 The City shall have the right to negotiate on such matter(s) as it chooses with any Proponent to which it has awarded an Agreement without obligation to communicate, negotiate, or review similar modifications with other Proponents. The City shall incur no liability to any other Proponent as a result of such negotiation or alternative arrangements.

.4 During negotiations, the scope of the services may be refined, issues may be prioritized, responsibilities among the Proponent, all staff and sub-consultants provided by it and the City may be settled and the issues concerning implementation may be clarified.

.5 Any Agreement must contain terms and conditions in the interest of the City, and be in a form satisfactory to the City Solicitor. If the Agreement required City Council approval, the final Agreement must contain terms and conditions substantially as set out in the Council report authorizing the Agreement. Any Agreement will incorporate as schedules of appendices such part of the RFP (including addenda) and the Proposal submitted in response thereto as are relevant to the provision of the goods and/or services.

.6 The terms and conditions set out in Appendix ‘D’ shall be incorporated in any Agreement entered into with the recommended Proponent. These terms and conditions are mandatory and are not negotiable. Any Proponent wishing to request that the City consider any changes to the
terms and conditions set out in Appendix "D" must follow the process outlined in section 5 of Appendix "B".

.7 If negotiations between the City and a successful Proponent do not result in an Agreement within one hundred-twenty (120) Days of receipt by the Proponent of notification of award, the City may at its sole discretion terminate such negotiations and either enter into negotiations with one or more other Proponents or terminate the RFP process.

.8 The City shall be under no obligation to accept a Proposal without amendment, alteration, counter-offer, or any change that may result from negotiations with the Proponent submitting the proposal.

.9 The City reserves the right to award a contract in whole or in part.

5.8 CONSULTING AGREEMENTS/PURCHASE ORDERS

.1 For reference, a specimen contract agreement is included in the Appendices to provide the proponent with the details that will be contained in the executed agreement. The agreement may be required for all projects regardless of dollar value, at the City's sole discretion. If an engineering agreement is not executed, the provisions contained within the agreement will apply including insurance requirements.

.2 Prior to undertaking work onsite, the consultant or sub-consultant preparing DSL Reports, DSL abatement specifications, DSL abatement monitoring and provision of Clearance Certificates must provide the City with proof that their Professional Liability Insurance policy includes pollution coverage, specifically and especially mould and asbestos. Also refer to the general insurance requirements described in the specimen agreement.

.3 The consultant assignment on this project shall be executed by one consulting agreement and the issuance of one Purchase Order. As this project is a study, a lien holdback of 10% will not be retained by the City.

.4 It is the City's intent to prepare agreements for execution, immediately prior to the initiation of the work under the corresponding agreement.

5.9 INSURANCE

.1 The Consultant will be required to comply with the following insurance requirements:

1) Professional liability (errors and omissions coverage) insurance in the amount of not less than HALF MILLION DOLLARS ($500,000.00);
   i) Includes Environmental Consultants Professional Liability where the consultant's services include environmental work
   ii) Provides for thirty (30) days prior written notice of cancellation

2) Comprehensive General Liability insurance in the amount of ONE MILLION DOLLARS ($1,000,000.00);
   i) Adds Toronto as additional insurer
   ii) Includes the following clauses: personal injury liability; a cross-liability/severability of interest; board form contractual liability; owner's/contractor's protective liability; contingent employer's liability; employers liability; and non owned automobile liability
   iii) Provides for thirty (30) days' prior written notice of cancellation

3) Automobile insurance in the amount of ONE MILLION DOLLARS ($1,000,000.00).
SECTION 6 TECHNICAL PROPOSAL SUBMISSION

6.1 SUBMISSION OVERVIEW

1. The City has formulated the procedures set out in this RFP to ensure that it receives Proposals through an open, competitive process, and that Proponents receive fair and equitable treatment in the solicitation, receipt and evaluation of their Proposals. The City may reject the Proposal of any Proponent who fails to comply with any such procedures.

2. Proposals are expected to address the RFP content requirements as outlined herein, and should be well ordered, detailed and comprehensive. Clarity of language, adherence to suggested structuring, and adequate accessible documentation is essential to the City's ability to conduct a thorough evaluation. The City is interested in Proposals that demonstrate efficiency and value for money. General marketing and promotional material will not be reviewed or considered.

3. The City prefers that the assumptions used by a Proponent in preparing its Proposal are kept at a minimum and to the extent possible, that Proponents will ask for clarification prior to the deadline for Proponent questions rather than make assumptions. Proponents should also review sections 3 to 6 of Appendix B with respect to asking questions about the RFP. Where a Proponent's assumptions are inconsistent with information provided in the RFP, or so extensive that the total Proposal cost is qualified, such Proponent risks disqualification by the City in the City's sole discretion.

4. The Cost of Services proposal to be submitted separately, as part of the two-envelope process. Refer to Section 7 for details on the Cost of Services proposal. Inclusion of pricing information in the Technical proposal will render the proposal submission as informal and the submission will not be evaluated further.

6.2 PROPOSAL DOCUMENTATION AND DELIVERY

1) Sub sections 1 through 8 should be limited to 20 (Maximum) pages, minimum 11 point font, single sided (or preferably printed on 6 pages double sided), with unlimited appendices;

2) Must consist of One (1) original (clearly marked as such on its first page) and preferably Six (6) full copies, and one pdf version of:
   i) A Main Proposal Document as described in article 6.3 below, including all attachments (Mandatory);
   ii) Form 1 (Proposal Submission Form) completed and signed by an authorized official of the Proponent. This includes the acknowledgement of all addenda received as per Appendix A, item 4 (Mandatory);
   iii) Form 2 (Policy to Exclude Bids from External Parties Involved in the Preparation or Development of a Specific Call/Request) completed as indicated (Mandatory);

3) Should include if applicable One (1) original (clearly marked as such on its first page) and Six (6) full photocopies of:
   i) Form 3 (Restrictions on the Hiring and Use of Former City of Toronto Management Employees for City Contracts) completed if applicable;
   ii) Form 4 (Environmentally Responsible Procurement Statement) completed as indicated;

4) Must be completed in a non-erasable medium and signed in ink;

5) Must not include:
   i) Any qualifying or restricting statements;
ii) Exceptions to the terms and conditions of the RFP that have not been approved through addendum; or
   iii) Additional terms or conditions.

6) Proponents must have attended the mandatory site/information meeting as per section 2.4.
7) Must include a separate sealed Cost of Services envelope as described in Section 7.
8) Must be delivered no later than the Deadline to:
   
   Chief Purchasing Official
   Purchasing and Materials Management Division
   18th Floor, West Tower, City Hall
   TORONTO, ON, M5H 2N2

.5 Delays caused by any delivery service (including Canada Post and courier) shall not be grounds for an extension of the Deadline, and Proposals that arrive after the Deadline will not be accepted.

6.3 TECHNICAL PROPOSAL CONTENT

The Technical Proposal should contain the following items.

.6 Title Page: Showing RFP number, closing date and time, Proponent name, the address, telephone and fax numbers of the Proponent firm, and a contact person who will act as the Proponent’s representative for post-submission communications.

.7 Letter of Introduction: Introducing the Proponent and signed by the person(s) authorized to sign on behalf of and to bind the Proponent to statements made in response to this RFP. This should contain the same signature as the person signing the submission forms.

.8 Table of Contents: Include page numbers, identifying all included materials.

.9 Subsection 1 – Executive Summary: Summary of the key features of the proposal.

.10 Subsection 2 – Proponent Profile & Corporate Experience:
   1) Overview of the Proponent firm(s), its history, and its future plans. Include a list of present or pending assignments with the City of Toronto, if any.
   2) Proponents should have staff, organization, and an installed base adequate to ensure their ongoing ability to deliver and support the project over the period of the contract.
   3) To permit the Proponent to be evaluated fully as a viable and sound enterprise, include the following information with respect to the Proponent, and if the submission is a joint Proposal, for each consortium member. Please note that Proposals being presented by consortiums that do not include the information requested for each consortium member, will not be awarded full marks during evaluations.

A profile and summary of corporate history including:
Energy Optimization Plan (EOP) for Toronto Water

RFP No. 9117-14-7030

i. Date company started;
ii. Products and/or services offered;
iii. Total number of employees;
iv. Major clients; and
v. A profile and summary of corporate history of any parents or subsidiaries and affiliates and the nature of the Proponent’s relationship to them (i.e., research, financing and so on).

vi. Please note that where the skills/expertise/experience are being provided by a subcontractor or other legal entity apart from the Proponent, a Proposal that does not include the information requested in this Subsection 2 for each such subcontractor or other entity will not be awarded full marks during the evaluation process.

4) If the proposal is being presented by a consortium, provide a description of the relationships between consortium members. Please note section 2 of Appendix B regarding consortiums and the requirement that there be a single Proponent.

5) Corporate Experience - An indication of your firm(s)’s recent experience on projects of a similar nature, with details as to size, location, owner, and the name of the staff that managed these projects

i) Demonstrated experience in the areas of qualification, including a table cross-referencing areas of experience with specific assignments should be described in this section, with any project profile documentation included as an Appendix.

ii) The successful proponent will be required to assemble a multi-disciplinary team whose expertise matches the specific needs of the project. Proponents should in their proposals corporate experience as well as qualifications of each team member to demonstrate sufficient project experience regarding energy optimization plan (EOP) for water/waste-water facilities, including, but not limited to the following specific areas:
- Energy optimization
- Revenue generation / incentive programs
- Bio-gas utilization and Co-generation
- Green energy

6) Corporate Experience (Essential Requirements)

i) The Proponent is to demonstrate the corporate (company) experience in energy optimization plan (EOP) for water/waste-water facilities, by providing descriptions of projects that the Proponent has completed in the past ten (10) years, as follows:
- Minimum (2) projects which include energy optimization plan (EOP) in its scope of work for water/waste-water facilities having minimum capacity (average flow) of 100 MLD.

ii) To demonstrate the corporate experience complete Table 6-1 and include as part of the proposal submission.

7) Corporate Project References (Essential Requirements)

i) For the projects listed for the corporate experience in Table 6-1, Proponents are required to submit references, with complete details (Project name, client name, contact person name, e-mail address, phone number etc.)

ii) Note: the reference projects should have been successfully completed to the satisfaction of the client.
iii) Complete the information on Table 6-2 for all references and include in the proposal submission.

iv) In providing references, Proponents agree that the City can contact the individuals provided as part of the evaluation process. The City will make its own arrangements in contacting the references. Substitution of references will not be permitted after the close of the RFP.

v) If the Proponent provides all the essential experience, then those projects that are more recent, of similar scale (or larger) and most similar to the subject of this RFP will be scored higher.

### Table 6.1 - Corporate Experience

<table>
<thead>
<tr>
<th>Project Name</th>
<th>Minimum Capacity (AverageFlow) 100MLD</th>
<th>Completion Stage</th>
<th>Description of Scope</th>
<th>Key Staff and role on the Project</th>
</tr>
</thead>
<tbody>
<tr>
<td>Project Name (Energy optimization plan for …….)</td>
<td></td>
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<tr>
<td>Project Name (Similar Project)</td>
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<td>Project Name (Similar project)</td>
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<tr>
<td>Project Name (Similar project)</td>
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<td></td>
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<td></td>
</tr>
</tbody>
</table>

### Table 6-2

<table>
<thead>
<tr>
<th>Project Name</th>
<th>Company Name</th>
<th>Contact Name and Title</th>
<th>Telephone Number</th>
<th>E-mail Address</th>
</tr>
</thead>
<tbody>
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</tbody>
</table>
.11 **Subsection 3 – Project Team, Experience & Structure:** An indication of your team members recent experience on projects of a similar nature, with details as to size, location, owners and the name of the staff that managed and provided key technical input on these projects.

1) A list of key staff proposed for this project. Provide their professional qualifications, related project experience and an indication of their roles and responsibilities on this project. At a minimum, identify the Project Manager, Design specialist, technical expert – Energy optimization plan, QA/QC Team members etc.

2) Identify the key individual project team members that make up the Project Management Team. Provide information on their specific experience and their individual roles on the project team. Their experience profiles should highlight their project management experience and technical expertise with examples of completed assignments and their actual role and responsibility on each project. Project documentation details can be included as an Appendix.

3) Identify key members of the design team including discipline leads and technical experts. Include information on the QA/QC team members. Provide information on their specific experience and their individual roles on the project team. Their experience profiles should highlight their relevant experience and technical expertise with examples of completed assignments and their role and responsibility on the referenced projects. Provide highlights of their experience and role in the proposal, with detailed CV’s included as an Appendix.

4) Include a project organization chart with clearly defined roles and responsibilities. Provide details on how the overall team structure is defined, and how the team will be managed, including overall communication and co-ordination to deliver a successful program of this magnitude.

5) Resumes for proposed individuals are to be included as an Appendix to the proposal. It is important that key project individuals (i.e. major areas of responsibility) be named, with accompanying indication of guaranteed availability. Continuity of key personnel will be required, with a contractual obligation for substitutions only with full written approval of the client. The resumes should clearly identify the individual’s specific qualifications and experience as it relates to their role in this project and their role in the referenced projects.

6) **Note:** The Proponent should submit signed consent forms authorizing the disclosure of personal information to the City, or its designated agent(s), for any resumes that are submitted, however, the Proponent will accept all liability if not disclosed to the City.

7) **Team Members Individual Expertise (Essential Requirement)**
   i) Project Manager - preferably 10 years experience in municipal water, wastewater consulting engineering
   ii) Energy Specialist – Professional Engineer who is familiar with the energy market technology "Certified Energy Engineer" with minimum of 10 years experience in energy market, planning, and optimization
   iii) Design specialist (Water/waste-water facilities) - Professional Engineer with minimum 10 years of experience in the design of large scale water/waste-water facilities (minimum 100 MLD) and EOP (Energy Optimization Plan)
   iv) QA/QC Team Member – Minimum 10 years experience in large scale water/waste-water facilities
8) To demonstrate team members individual expertise complete the information in Table 6-3 and include in the proposal submission.

9) The team members’ individual experience requirements will be scored. If the experience for each of the team members is not demonstrated per the requirements listed in clause 7 above, then it would be scored poorly.

Table 6-3 Qualifications for Team Members

<table>
<thead>
<tr>
<th>Role on this project</th>
<th>Proposed staff name</th>
<th>Specialty/Expertise (number of completed projects names of projects, plant capacity, and role on the referenced project)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td><strong>EOP</strong> (Energy Optimization Plan)</td>
</tr>
<tr>
<td>Project Manager</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Energy Specialist</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Design specialist - Water/waste-water facilities</td>
<td></td>
<td></td>
</tr>
<tr>
<td>QA/QC Team member</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

12 Subsection 4 – Project Understanding and Approach: A written description of the general approach that illustrates a clear understanding with regard to the scope of work involved and the methodology proposed to complete the assignment. Provide a discussion on the project work-plan development, concept design development, alternatives evaluation, including a strategy for bundling or staging of project components. In addition, the proposal should outline the detailed approach to energy optimization plan (EOP) for water/waste-water facilities. Detail your quality assurance (QA) and quality control (QC) plan for all the deliverables. Identify management and control methods during the project life cycle. This should include details, but is not limited to, pre-project planning, communication, scope management, time management,
cost estimation, risk management, staff planning, cost estimation, cost control measures, dispute prevention and resolution, quality management. Clearly outline the cost control measures that will be implemented in order to ensure that the upset limit for the engineering fees will not be exceeded.

.13 **Subsection 5 – Workplan and Deliverables:** Provide a detailed time/task breakdown and schedule, indicating all tasks and deliverables.

1) The time/task breakdown should detail your project-specific approach to each task and deliverable of the assignment/engineering studies.

2) Provide a time/task breakdown with estimated person-hours for members of the project team required to complete the various components of the project. The time/task breakdown should be sufficiently detailed so that the level of effort of each staff member is identified for the various tasks in the project. The workplan should be structured to match the categories in the table in Section 7 – Cost of Services, but expanded on to include activities mentioned in Section 2.4 (Summary of project submissions/deliverables and meetings).

3) The workplan should clearly identify the base scope items and provisional items separately.

4) The workplan should detail your quality assurance (QA) and quality control (QC) plan for all the deliverable of the project.

5) Provide an estimated overall timeline of the project, including an indication of the date of commencement. Key dates for major deliverables must be clearly defined in the proponent's detailed work plan and highlighted in the Gantt Chart. Include 3-week time periods for all City reviews.

6) Provide a discussion of the underlying assumptions associated with the proposed project schedule.

7) For each deliverable provide sufficient detail for the reviewers to evaluate the value of the effort expended.

8) State assumptions regarding roles and involvement of client staff. This is important so clarifications of any incorrect assumptions are apparent to the Selection Committee during the proposal review, and/or Presentation/Interview meeting, if applicable.

.14 **Subsection 6 – Clarifications:** Confirm in this section that the proposal meets all requirements of the RFP. If there is a need to highlight scope clarifications based on the interpretation of the RFP document, all limitations on the extent of work that could be inferred must be identified in this section of the proposal. If exceptions or scope clarifications are not provided in this section, then the City will consider that the terms of reference are met in its entirety, and all costs to meet the terms of reference is included, regardless of the text in the body of the proposal. Note that substantial exceptions to the base scope could render the proposal non-compliant and the proposal rejected, at the City’s sole discretion.

.15 **Subsection 7 – Innovation and Value Added:** Specify all value added activities or innovative ideas that are proposed, but were not specified in the terms of reference. Identify the costs for these items separately from the base scope, where applicable, in the Cost of Services envelope.

.16 **Appendices** – Including:

1) Mandatory Proposal Submission Forms.
2) Corporate Information.
3) Resumes of Proposed Project Participants.
4) Project Profile Documents.
SECTION 7 COST OF SERVICES

5.10 COST OF SERVICES DOCUMENTATION AND DELIVERY

.1 The documentation for each Cost of Services:

.2 Must be PACKAGED AND SEALED IN A SEPARATE ENVELOPE labeled Cost of Services (submissions made by fax, telephone, electronic message or telegram will not be accepted) displaying a full and correct return address;

.3 Must consist of One (1) original, clearly marked as such on its first page, preferably one pdf, and preferably three (3) print copies.

.4 Any pricing shown in the Technical Proposal shall render the submission non-compliant and the Proposal will not be considered for award.

5.11 COST OF SERVICES SUBMISSION CONTENT - GENERAL

.1 Identify an upset limit for the project, inclusive of all taxes.

.2 Identify a specific cost per deliverable, excluding all taxes, as indicated in the project cost breakdown. The deliverable level costs shall be organized according to project costs breakdown listed below, and the time/task breakdown as shown by the Proponent in their Technical Proposal Submission.

.3 Submit a schedule of proposed hourly rates (excluding HST) for all project personnel by classification. All key personnel and any other specified individuals should be cross-referenced in Proposal Subsection 3 to these rated classifications. These classification rates, once approved, will be used for any part of the work to be paid for on a time basis as indicated elsewhere herein. These rates will be fixed for the duration of the assignment up to the completion date as identified in the proponent’s project schedule, including the post construction services. Adjustments to an individual’s classification for projects exceeding 1 year in overall duration will be considered, subject to suitable rationale and written approval by the City. For projects exceeding five (5) years in duration, the City will consider requests for rate adjustment, should the duration of the project extend beyond the proposed schedule due to delays beyond the Consultant’s control. The rate adjustment will be applied to the extended portion of the schedule only, and shall not exceed the current consumer price index, adjusted from the midpoint of the proponent’s schedule. Rate adjustment will not be considered for delays caused by the Consultant or its sub-consultant.

.4 Provide a Lump Sum Limit for any and all anticipated disbursements required in connection with the work, on a per deliverable basis. Disbursements relate to daily expenses properly and truly incurred in the performance of services required for this assignment. Payments for disbursements will be pro-rated on the value of work performed during a billable period;

1) The Lump Sum Limit for disbursements associated with the performance/delivery of this study, review and/or assessment is not to exceed a maximum value of 7% of the study fees identified by the proponent.

.5 Disbursements shall comprise the following general expenses that may or can occur on a daily basis:

1) Telephone calls inclusive of long distance charges and telegraphs.

2) Photocopying.
3) Printing.
4) Facsimiles.
5) Taxi fares.
6) Public transit fares.
7) Parking.
8) Delivery and expense charges.
9) Computer, word processing.
10) Computer aided drafting design (CADD) services.
11) Travel expenses for office and resident field personnel for job-related travel.
12) Notarization of invoices and/or statutory declarations.

.6 Disbursements should not include, and the City will not pay for roadway tolls, meal allowances, or use of personal computers (laptops).

.7 Disbursements that are considered “specialty services” or “specialized expenses” are to be identified separately.

.8 In the event that the value of the disbursements exceeds the percentage (%) stipulated in the City’s RFP, the value of the disbursements shall be corrected, by the City, not to exceed the maximum % value identified for disbursements associated with that phase of work. Any such corrections resulting in an adjustment to the disbursement lump sum will be similarly applied as an adjustment to the Total Upset Limit Price identified for the assignment.

.9 For specialized expenses, such as sampling analysis as specified in Section 3, provide a lump sum cost for these expenses.

5.12 BASE SCOPE OF WORK AND PROVISIONAL ITEMS

.1 In order to be considered for this assignment, the proponent must to provide a project cost breakdown for the base scope of work and defined provisional items as indicated in the following table. All parts and items in the table must be priced for the entire services in order for the proposal to be considered valid.

.2 The table of costs includes a provisional allowance for any additional Health & Safety equipment that may need to be rented by the consultant for access to various areas, such as confined spaces or hazardous areas. It is expected that the base scope of work includes for standard health & safety personal protective equipment such as hardhats, safety footwear, eye protection, safety vests, safety gloves, and hearing protection. The provisional allowance is intended to cover all other specialty equipment such as respirators, gas detection, scaffolding, safety retrieval devices or for hiring safety expertise for activities such as confined space entry.

.3 In seeking authority to engage consulting services, City will include provisional allowances to cover potential changes in the scope of services where warranted. Payments from the Provisional Allowance will not be permitted without prior written approval of the Toronto Water General Manager.

.4 The Total Upset Limit as provided in the table will be used for establishing the Cost of Services score for the proposal evaluation and selection as outlined in Section 5 of the RFP.
.5 Upset Limit Cost Breakdown for Base Scope of work:

Table 7.1
Upset limit cost breakdown for “Energy Optimization Plan (EOP) for Toronto Water”

Pricing page(s) must be inserted into the Cost of Services Envelope

<table>
<thead>
<tr>
<th>Deliverables</th>
<th>Cost ($)</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>1) Engineering Studies (To provide all the deliverables as per the RFP requirements):</strong></td>
<td></td>
</tr>
<tr>
<td>a) Labour</td>
<td></td>
</tr>
<tr>
<td>b) Disbursement</td>
<td></td>
</tr>
<tr>
<td><strong>Subtotal 1: Engineering Studies (1a+1b)</strong></td>
<td></td>
</tr>
<tr>
<td><strong>2) Provisional &amp; Contingency Allowances:</strong></td>
<td></td>
</tr>
<tr>
<td>a) Additional two (2) Full day Workshop</td>
<td></td>
</tr>
<tr>
<td>b) Additional four (4) half day Workshop/meeting</td>
<td></td>
</tr>
<tr>
<td>c) Allowance for Health &amp; Safety equipment</td>
<td>$10,000</td>
</tr>
<tr>
<td>d) Contingency Amount</td>
<td>$20,000</td>
</tr>
<tr>
<td><strong>Subtotal 2 : Provisional and Contingency (2a+2b+2c+2d)</strong></td>
<td></td>
</tr>
<tr>
<td><strong>TOTAL 3: (1+2)</strong></td>
<td></td>
</tr>
<tr>
<td>HST (13%)</td>
<td></td>
</tr>
<tr>
<td><strong>TOTAL INCLUSIVE OF HST</strong></td>
<td></td>
</tr>
</tbody>
</table>
5.13 ALTERNATIVES SUGGESTED BY PROPOSENT

.1 The evaluation of alternatives suggested by the proponent is governed in accordance with Section 3.12.

.2 In the event that the proponent has identified a suggested improvement in the project scope, the related cost impact is **NOT TO BE INCLUDED IN THE PROPOSENT’S BASE PROPOSAL OR CITY OF TORONTO ALTERNATIVES PRICING.** The cost related to the proponent’s suggested improvement/innovation idea is to be presented separately.

.3 Cost of Services proposals for Proponent’s alternatives are to be included in the Cost of Services envelope, along with the base proposal.

5.14 PAYMENTS FROM COST OF SERVICES PROPOSAL

.1 For labour costs, payment will be on a time basis at approved hourly or per diem rates to an upset limit for each deliverable to be provided by the successful proponent.

.2 Payments for disbursements will be pro-rated based on the value of the work performed during a billable period.

.3 Payment for specialized expenses such as sub-surface investigations, laboratory sampling and analysis, boreholes, etc., will be paid at cost plus a mark-up of a maximum of 5%, if provided for in the cost of services proposal. Receipts must be submitted with invoices for payment.

.4 Fees for sub-consultants will be paid at cost plus a mark-up of a maximum of 5%, if provided for in the cost of services proposal. Invoices must be submitted for payment.

.5 For the Unit Price Deliverables, payment will be at the unit price, for each deliverable provided. The City will determine how many of the “Units” are required, once the project has progressed sufficiently to make the decision.

.6 Prices and staff rates by classification submitted in a Proposal are to be firm for the duration of the RFP process and the term of any resulting Agreement.

.7 The City shall not be responsible for any unauthorized additional costs.

.8 The Proponent must be solely responsible for any and all payments and/or deductions required to be made including those required for the Canada Pension Plan, Employment Insurance, Workplace Safety and Insurance, and Income Tax.

.9 All invoices must clearly show HST as a separate value and HST “registrant” number.

.10 Without restricting the generality of the foregoing, the Proponent acknowledges that, if it is a non-resident person, payments to the Proponent, as a non-resident person, may be subject to withholding taxes under the Income Tax Act (Canada). Further, unless the Proponent, as a non-resident person, provides the City with an official letter from Canadian Customs and Revenue Agency waiving the withholding requirements, the City will withhold the taxes it determines are required under the Income Tax Act (Canada).

.11 In the event of mathematical errors found in the pricing pages, the unit prices quoted shall prevail. Extensions and totals will be corrected accordingly by City staff and adjustments resulting from the correction will be applied to the Total Lump Sum Price quoted.
5.15 CONTINGENCY ALLOWANCES

.1 In seeking authority to engage consulting services, City will include a contingency amount to cover potential changes in the scope of services where warranted. Payments from the Contingency Allowance will not be permitted without prior written approval of the Toronto Water General Manager.

5.16 CURRENCY

.1 All dollar amounts, fee statements, and invoicing shall be in Canadian dollars. The proponent shall assume all currency risk.

5.17 TAXES

.1 Harmonized Sales Tax (HST) is to be applied to the prices submitted as specified in the relevant sections of the call document or in the Price Schedule provided in this RFP.

.2 HST for the supply and delivery of materials/goods is to be shown as additional/separate line items on the Price Schedule and any subsequent invoices.
APPENDIX A-

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>A.1</td>
<td>GENERAL PROJECT REQUIREMENTS</td>
</tr>
<tr>
<td>A.3</td>
<td>ENGINEERING STUDIES</td>
</tr>
</tbody>
</table>
A.1 GENERAL PROJECT REQUIREMENTS

A.1.1 General

A.1.1.1 The requirements for engineering services to be provided by the Consultant to the City of Toronto for projects are as specified in the Request for Proposal and in the Appendices A.1 to A.7, inclusive. It is the responsibility of the Consultant to ascertain the full scope of the engineering services required for the project as they will be required to perform the work as specified. The Consultant shall become fully familiar and comply with the City’s project management requirements.

A.1.1.2 Wherever it is stated in the RFP, “engineering services”, it is intended that these services are inclusive of any and all professional services required in fulfillment of the project requirements.

A.1.2 Stamped Reports & Drawings

A.1.2.1 All engineering reports, drawings and specifications are to be signed and stamped by a Professional Engineer, licensed in the Province of Ontario.

A.1.3 City Project Manager (PM)

A.1.3.1 Role of Project Manager
The City will assign a Project Manager for the project. The City’s Project Manager will provide direction to the Consultants providing engineering services to the City throughout their contracted service period. The Project Manager will transmit instructions to and receive information from the Consultants.

A.1.3.2 Correspondence
Identify all correspondence to the City with the project number provided by the City. All correspondence either written or electronic should be addressed to the City’s Project Manager, except where agreed upon or otherwise specified by the Project Manager.

A.1.4 Co-ordination with Other City Division’s and Sections

A.1.4.1 The Consultant’s contact with the City is the assigned Project Manager. The Project Manager will liaise with and coordinate work with other City sections and/or departments. The Project Manager may direct the Consultant when appropriate to work directly with other City section or department staff.

A.1.5 Project Meetings/Documentation/Tracking

A.1.5.1 Studies/EA/Design
The consultant shall schedule a project commencement meeting and progress meetings at two week intervals. The Consultant shall schedule additional meetings as required for the review of draft documents, milestone design reviews, and other events as defined in the RFP.
A.1.5.2 Contract Administration
When providing site administration and engineering services during project construction, the Consultant shall schedule site meetings twice monthly, with weekly meetings during commissioning.

A.1.5.3 Agendas and Notes of Meeting
For each project meeting, unless otherwise directed, the Consultant shall prepare and distribute an agenda and conduct the meeting in an efficient manner. The Consultant shall take notes or minutes of the meeting, and the minutes of meeting are to be distributed no later than five (5) working days after the meeting.

A.1.5.4 Project Management/Tracking
The Consultant is expected to track/monitor and trace the status of the project and decisions made, etc., through the use of standard project management tools such as decision logs, change order logs, deliverable logs, etc. The Consultant PM is responsible for flagging issues that the City must resolve due to impacts on the critical path.

A.1.6 City’s Reviews
A.1.6.1 Where reference is made to submission of documents, designs, plans, etc., unless specified otherwise, they shall first be submitted in draft form to the City. A minimum of two weeks is required for City review and comment.

A.1.6.2 The Consultant shall provide a response to the City’s comments indicating concurrence or non-concurrence, and if comments are not to be incorporated the Consultant shall indicate the reason for such.

A.1.6.3 Draft documents submitted for review shall be essentially complete, so as to allow for proper evaluation of material submitted. Any unfinished or missing sections or elements shall be clearly identified in the draft, and a brief description of the intended material is to be provided.

A.1.7 Project Schedules
A.1.7.1 General
The Consultant shall produce a Project Schedule and adhere to it once the assignment has been awarded and the Project Manager has issued the notice of award of the project, and a purchase order has been issued.

A.1.7.2 Baseline (Gantt Chart)
The baseline schedule shall include deliverables and other major milestones. It shall show the sequence of work, any interdependencies and the project critical path.

A.1.7.3 Tasks
Scheduling of tasks shall allow for document review time where appropriate. Task bars should show percent complete.

A.1.7.4 The schedule shall be updated monthly and reviewed at progress meetings.
A.1.8 Document Management

A.1.8.1 General
A letter of transmittal should be submitted with all deliverables submitted to the City, both electronic and hard copy. The letter of transmittal shall provide the project title, list the various documents, and number of copies.

A.1.8.2 Electronic Document Management
1. When submitting draft or final reports, design documents, and other deliverables, the consultant shall also provide one electronic copy on CD/DVD for input to the City's electronic document management system. This must be provided at the same time as the paper/mylar copy. In order to be compatible with the City's technology platform, all electronic information must be provided such that it is compatible with one of the following platforms:
   (a) Microsoft Office Suite, version XP 2003
   (b) Microsoft Project, version 2003
   (c) Microstation V8 (Bentley)

2. Prior to finalizing each submission, the consultant is to confirm the City's preferred software package and version, for that submission. As part of the final submission of major deliverables, such as contract documents, tender specifications, and drawings, the consultant must supply, as well as the individual files in the native formats, one consolidated Adobe file containing all sections and details. This consolidated Adobe file to be contained on the same CD/DVD as the other files, if possible. All CD/DVD’s are to be properly labelled on the CD/DVD itself.

3. All files produced as a result of this project become the property of the City.

A.1.8.3 Hard Copies
Paper print versions of documents shall be submitted to the City as per the Summary of Deliverables (Section 3 of the RFP).

A.1.9 Invoicing Requirements

A.1.9.1 General
Invoices throughout the project must be submitted in a format acceptable to the City. Invoices for Engineering services shall be submitted monthly, unless otherwise stipulated. Each invoice is to include, as a minimum, the following information.

A.1.9.2 Standard Format
1. All invoices shall include the City's Purchase Order number, and the project number. Invoices shall be addressed to the City’s Project Manager, unless otherwise stipulated.

2. The invoice summary sheet must be broken down into tasks and associated disbursements per the Fee Proposal. In addition, the summary sheet shall also show the following for each task: the task value, the amount billed for the billing period, the amount billed previously, the total to date, the per cent complete and the balance of the fees remaining. The individual task information must be summarized for the entire project. The Approved Change Order Amount, Total Invoice Amount, Amount Previous Payment, Holdbacks, GST
and Total Amount Payable are to be identified separately. Charges against the contingency allowance provided for by the City will not be permitted without prior written approval.

A.1.9.3 Supporting Documentation

1. For tasks billed on time based services to an Upset Limit, the invoice must include back up information identifying the hours charged to each task by each staff, and the corresponding hourly rate and classification. Billing rates for staff or classifications must be consistent with those provided in the Fee Proposal.

2. Billing rates for staff or classifications other than those identified in the Fee Proposal shall be submitted in writing for review and shall be subject to approval prior to the utilization of the personnel on the assignment.

A.1.9.4 Disbursements

1. Unless stated otherwise in the RFP, disbursements will be paid pro-rated based on the value of the work performed during the billable period, as indicated in the Fee Proposal Submission Requirements, therefore back-up receipts are not required to be provided with the invoice.

2. Where indicated in the RFP, certain disbursements shall be paid at cost. Allowable disbursements will be paid at cost subject to detailed expense sheets, copies of receipts, vehicle travel records, and all such documentation and materials needed in respect to such valid expenses to be provided as back up to the invoice.

A.1.9.5 Work Status Report Requirements

With each invoice, the Consultant shall provide a status report for the work completed for the billing period. The status report shall identify the overall project status, as well as a brief description of the work completed for each task, percent complete, project alerts, and the work planned for the next billable period.

A.1.9.6 Statutory Declaration

With the request for final payment, the Consultant shall submit an original of the Statutory Declaration Schedule SD-F, certifying that the services performed and the disbursements claimed for the project were properly incurred in accordance with the provisions of the Consulting Services Agreement, and that no further invoices or claims will be made against the project. Note that the Statutory Declarations are required whether or not an engineering agreement is executed for the project. The Statutory Declaration is to be signed and sealed by a Executive Director of Oaths.

A.1.9.7 Audits

The proponent shall submit an accounting audit at the end of each phase of an assignment. If the assignment extends beyond a period of two years, audit reports are required at the end of the second year and at the end of each subsequent year in which services are performed. For more detailed information, refer to the engineering agreement, Section 3.
A.1.10 Project Cost Control

A.1.10.1 General

1. The Consultant is required to maintain effective project cost control when providing engineering services to the City. Project cost control means the monitoring and control of engineering fees and construction cost throughout the life of the project. The Consultant shall provide timely notice for recommended scope changes to the Project Manager to ensure that action can be taken to mitigate cost and/or other such action so that additional funding can be obtained for the project.

2. Timely notice is defined as a reasonable period for which it will permit the Project manager to report to Committee and Council PRIOR to the expected overrun in fees or costs. Where the Consultant does not exercise proper cost control and has incurred additional cost, the City of Toronto is not obligated to honour payment for such services.

A.1.10.2 Upset Limits

1. Consultants must not exceed the approved Upset Limit without first obtaining written approval from the Project Manager.

2. Where the Consultant has exceeded the Upset Limit without the prior written approval of the Project Manager, it shall assume full responsibility for the cost of such services.

3. It is to be clearly understood that the City accepts no responsibility for costs incurred by the Consultant for fees or additions to the contract cost where approval has not been granted for the inclusion of such work and fees to the project. If the Consultant is requested to provide engineering services which it believes to be outside the approved scope of work, it must identify the cost of the extra work and seek written approval from the Project Manager prior to commencement of the work.

A.1.10.3 Engineering Change Orders

1. All changes in engineering services provided by Consultants must be confirmed by Change Orders and authorized by the Executive Director.

2. The request for a Change Order must identify the following:
   (a) Description of scope change complete with rationale and time/task breakdown to undertake the work
   (b) Impact on Engineering Fees inclusive of disbursements
   (c) Impact on Schedule
   (d) Impact on Construction Cost (if applicable)

A.1.10.4 Contingency & Provisional Items

The contingency allowance is for potential extra work that may be required beyond the scope of the project, and is subject to the approval of the City. Provisional allowances are for specific items as identified in the RFP. Payments from the contingency or provisional allowance will only be made following issuance of a Change Order approved by the City.
A.1.11 Regulatory Approvals

A.1.11.1 General

1. The Consultant will be required to liaise with the City and the approving agencies; obtain all the required application forms; complete the forms and prepare any documentation requested by the approval agency, and present them to the City for execution, where necessary.

2. The City will pay for the cost of the application fees of all required approvals.

3. Where agreements must be executed between the City and the approving agencies, the Consultant shall advise the City in writing in a timely manner so that all such agreements can be executed by the City to avoid impact on project schedules.

4. The following is a list of the approvals that may be required. The City expects that the Consultant will determine and confirm for itself the specific approvals that are required for the project.

5. The requirement to seek additional approval(s) may be considered as an addition to the scope of work provided that the Consultant can demonstrate that it cannot be reasonably expected to know of the existence of these additional approval(s) at the time of submission.

A.1.11.2 Federal Approvals

1. Fisheries & Oceans Canada
   (a) Department of Fisheries and Oceans Act
   (b) Fisheries Act

2. CSA B149.6-11 – Code for Digester Gas & Landfill Gas Installations

3. Transport Canada
   (a) Department of Transport Act and Regulations
   (b) Government Property Traffic Act and Regulations
   (c) Navigable Waters Protection Act

A.1.11.3 Provincial Approvals/Permits

1. Ministry of Environment (MOE) – Environmental Compliance Approval (Water, Sewage, Air, Waste)

2. Ministry of Natural Resources (MNR) - Permit

3. Ministry of Transport – Permit

4. The Boilers and Pressure Vessels Act Ontario (MCCR, TSSA, etc) - Letter of Approval

5. Environmental Protection Act, Ontario Regulation 309 - Permit

6. Environmental – Air, Ontario Regulation 346 – Permit

7. Environmental – Noise, Ontario Regulation NPC 205 - Permit

8. Ministry of Labour

A.1.11.4 Municipal Approvals

1. Toronto Region Conservation Authority (TRCA) - Permit

2. Municipal Site Plan Letter of Approval - The City’s process for Site Plan Approval can take up to six (6) months to complete. The process timeline officially starts when the
Building Permit application is submitted. Include in the scope of work for two (2) pre-consultation meetings with the City’s Building & Planning Departments to verify requirements and timelines needed for completion, prior to submittal of the Building Permit Application. Allow for the pre-consultation meetings and an application package containing the following:

- a completed application
- a draft covering letter for signature by the City
- 10 copies of 1:200 scale with the following: a recent survey, the site plan, a grading plan, all floor plans, all building elevations, roof plans, and a landscape plan. The landscape plan must be prepared by a qualified landscape architect
- 10 copies of an arborist report is required

3. Building Permit
   (a) Building Permit – note that a number of changes in the Building Code Act, 1992 and the Building Code affect designers. Designers may be required to be registered and/or qualified as defined by the Act. Be familiar with the changes to the Act and include for the new requirements including registration/qualifications, permit application, permit timeframes and inspection requirements.
   (b) Note that the site plan submitted as part of the Building Permit application must also be signed and stamped by an Architect, licensed in the Province of Ontario.
   (c) Occupancy Permit

4. Road Cut Permit
5. Toronto Traffic

A.1.11.5 Utility/Authority Approvals/Permits

1. Toronto Hydro
2. Gas
3. Cable
4. Bell
5. ESA
6. TSSA

A.1.12 Design and Drawing Standards

A.1.12.1 City of Toronto Standards

When fulfilling the project requirements, the Consultant is to ensure compliance with the following City of Toronto standards, unless specifically directed otherwise by the Project Manager:

(a) Latest version of “CADD Specifications for Microstation V8”. The Consultant shall note that topographic mapping, field edit, compiled area plan, and property surveys are collections of data from various sources. This information requires proper editing and formatting by the Consultant in accordance with the City’s drafting standard before being used as a base plan. To assist in clarifying protocols for CADD drawing development and City review, refer to “Technical Services Design Drawing and Record Drawing Protocol”.

(b) Latest version of “Process Control System (PCS) Implementation Guidelines”. Note standards are to be used as a guideline for the development of the project requirements. The consultant is responsible for ensuring the standards are appropriate for the project, and shall seek approval for variance as required.
A.1.12.2 City of Toronto Requirements for Plant & Facility Structures

2. Design Plant and Facility concrete structures for water-tightness, strength and serviceability, vibration, seismic design, etc, in accordance with American Concrete Institute ACI 350-01, Code Requirements for Environmental Engineering Concrete Structures and ACI 350R-01, Commentary.
3. All chemicals, instrumentation, equipment and materials used in the operation and production of safe drinking water that come into contact with water shall meet all applicable standards set by Ministry of Environment, American Water Works Association and American National Standards Institute safety criteria standards NSF/60 and NSF/61.
4. The electrical design standard for all facilities is that every MCC must have two (2) separate feeds with Main/Tie/Main configuration from two separate transformers. Design to this standard. Include for power monitoring for any new MCC's and connect to the SCADA system.
5. For new and refurbished electrical systems/facilities, building layouts are to physically separate switchgear (and MCC breakers), and MCC's. Due to arcflash hazards, this equipment is to be separated from all other equipment. Design MCC rooms with a minimum of 25% spare physical space for MCC system expansion. In addition, RPU's, lighting panels, etc., are to be located in controlled environments and separated from general process areas.
6. The City has corporate standards for security systems. To meet Divisional Security Standards, incorporate security features to allow monitoring and controlling of building access such as cameras, card readers, door strikes, IR photo beam sensors, etc.
7. Arcflash - The City's objective is to reduce the available arc flash energy level in all electrical equipment. The electrical design methodology shall be such to minimize the potential for arc flash without compromising co-ordination and protection of the distribution system. This applies to all equipment (switchgears, switchboards, panel boards, MCC's, etc) rated at 250 volt and above, and also to electrical equipment supplied from 208 volt if the supply transformer is rated 125 kVA and above. Complete preliminary calculations to establish baseline category ratings of all new electrical equipment. The City of Toronto aims for Type 2 category rating on all new electrical equipment. The installation shall be in compliance with the Canadian Electrical Code (CEC) Part 1 (C22.1-06), Rule 2-306, as it relates to arc flash labels and other aspects as required.

A.1.12.3 Drawing Standards

1. Plan drawings shall conform to the requirements set forth in the City of Toronto, Digital File/Drafting Graphic Standards Manual, or as otherwise directed or approved by the City of Toronto.
2. Drawings with colours shall be reproducible by all printing or duplication media in black and white.
3. Except as may be modified or specified herein, or otherwise approved by the City of Toronto, the collection and depiction of subsurface utility information shall conform to the

(c) Latest version of “Start Up and Commissioning and Training Guidelines for Works Facilities and Structures Projects”.
(d) Latest version of the City of Toronto’s “Standard Construction Specifications & Drawings for Sewers, Watermains and Roads”. 

A.1.12.2 City of Toronto Requirements for Plant & Facility Structures

2. Design Plant and Facility concrete structures for water-tightness, strength and serviceability, vibration, seismic design, etc, in accordance with American Concrete Institute ACI 350-01, Code Requirements for Environmental Engineering Concrete Structures and ACI 350R-01, Commentary.
3. All chemicals, instrumentation, equipment and materials used in the operation and production of safe drinking water that come into contact with water shall meet all applicable standards set by Ministry of Environment, American Water Works Association and American National Standards Institute safety criteria standards NSF/60 and NSF/61.
4. The electrical design standard for all facilities is that every MCC must have two (2) separate feeds with Main/Tie/Main configuration from two separate transformers. Design to this standard. Include for power monitoring for any new MCC’s and connect to the SCADA system.
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6. The City has corporate standards for security systems. To meet Divisional Security Standards, incorporate security features to allow monitoring and controlling of building access such as cameras, card readers, door strikes, IR photo beam sensors, etc.
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2. Drawings with colours shall be reproducible by all printing or duplication media in black and white.
3. Except as may be modified or specified herein, or otherwise approved by the City of Toronto, the collection and depiction of subsurface utility information shall conform to the
applicable provisions of CI/ASCE 38-02, “Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data”.

4. Drafting and lettering shall be of proper density and legibility for a 50% reduction during reproduction.

5. The depiction of attributes such as line type, material type, age, condition, ownership, status (e.g. in-service, out-of-service, active, abandoned), number of conduits or direct buried cables, or other required information, shall not be eliminated, obliterated, or obscured by the manner of reproduction of by 50% reduction in size.

6. Final drawings for reproduction shall have all drafting work and image on one side of the sheet.

7. The Consultant shall replace, at no cost to the City of Toronto, plan sheets that do not comply with the above criteria.

A.1.12.4 Other Guidelines & Standards

1. The Consultant shall use recognized industry design standards, guidelines, and best practices to establish the basic design data and design criteria. The design must meet the requirements of relevant codes and applicable legislation. The following list of selected statutes and codes is provided for guidance only:
   (a) The Boilers and Pressure Vessels Act Ontario (MCCR, TSSA, etc)
   (b) CSA B149.6-11 Digester Gas Code
   (c) Navigable Water Act
   (d) Ontario Gas Utilization Code, Ontario Regulation 244, 346
   (e) Environmental Protection Act
   (f) Ontario Health and Safety Act
   (g) Ontario Building Code
   (h) Ontario Water Resources Act
   (i) NFPA 820 Standard for Fire Protection in Wastewater Treatment and Collection Facilities
   (j) American Concrete Institute ACI 350-01

A.1.13 Quality Assurance and Quality Control

A.1.13.1 General

1. The City requires the Consultant to exercise internal Quality Assurance (QA) and Quality Control (QC) for the projects it executes for the City. This is to ensure that the project will be executed to the City's requirements and expectations.

2. Preference will be given to Consultants having QA/QC programs in place at the time of Consultant selection.

A.1.13.2 QA Program

1. Perform the following minimum standard in QA for the project to ensure that the design work when completed has been reviewed and checked by senior staff from within the firm to The Quality Assurance (QA) program that the City expects from the Consultant includes all those planned and systematic actions required to ensure that the works that are to be constructed, will be designed in accordance with applicable codes, guidelines, standards and specifications.

2. Ensure it has been performed in accordance with:
   (a) Good engineering practice
A.1.13.3 QC Program

1. The Quality Control which the City requires the Consultant to provide for projects, is the examination of the services provided and work done, together with management and documentation necessary to demonstrate that these services and works meet contractual and regulatory requirements.

2. The City requires engineering drawings produced by the Consultant have been checked:
   (a) For design errors
   (b) For drafting errors
   (c) To ensure proper co-ordination has been exercised between the various engineering disciplines within the firm and those performed by sub-consultant(s)
   (d) To ensure constructability

3. That specifications produced by the Consultant have been checked for completeness to ensure:
   (a) The City's legal and construction requirements are met
   (b) To ensure the City's standards for Tender Form, General Conditions, Special Provisions etc. have been used.
   (c) That proper equipment has been specified
   (d) That the work in the various divisions in the specification are properly co-ordinated
   (e) That all the required approvals and permits have been specified
   (f) That all test procedures have been specified
   (g) That all codes and/or standards have been specified
   (h) That all equipment tolerances are specified for proper installation
   (i) That the Specifications are clear and concise

A.1.13.4 All reports, technical memoranda, drawings, manuals, contract documents and specifications, both draft and final copies must be reviewed and QA/QC completed by the consultant prior to submission by the City. The consultant shall use the "Consultants QA/QC" stamp shown below to stamp the front page of the document and signed by the appropriate staff prior to submission to the City. The document with no stamp and signature will not be reviewed and will be returned. The consultant shall order and pay for the “Consultants QA/QC” stamp.

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A.1.14 Designated Substances (including asbestos) Management

A.1.14.1 Designated Substances & Asbestos Surveys (DSL) – General

1. On December 17, 2009, a new regulation made under the Occupational Health and Safety Act was filed with the Registrar of Regulations as Ontario Regulation O. Reg. 490/09. The regulation consolidated the previous eleven designated substance regulations, effective as of July 1, 2010.

2. In accordance with Part VI of the Ontario Occupational Health and Safety Act and Regulations, the City requires investigations and recommendations on the management of designated substances as defined under the Ontario Occupational Health & Safety Act. This includes the following Designated Substances that may be located at some City facilities:

   - Acrylonitrile
   - Coke Oven Emissions
   - Mercury
   - Arsenic
   - Ethylene Oxide
   - Silica
   - Asbestos
   - Isocyanates
   - Vinyl Chloride
   - Benzene
   - Lead

3. In addition to the designated substances listed above the following materials are also to be included:
   - i. Polychlorinated biphenyls (PCBs);
   - ii. Ozone-Depleting Substances;
   - iii. Urea Formaldehyde Foam Insulation;
   - iv. Man-made mineral fibres; and
   - v. Mould.

4. Where the scope of work refers to “Designated Substances”, this includes all of the items noted above.

A.1.14.2 Designated Substances Management – Scope of Services

1. Unless specifically instructed in the Request for Proposal, the Consultant shall be responsible to hire a qualified environmental sub-consultant as part of the design team to perform Designated Substances assessments, reports, and management for the project.

2. Unless specifically instructed in the Request for Proposal that a Designated Substances Survey and Report is not required, complete the Survey and Report in accordance with the requirements of the latest Ontario Occupational Health and Safety Act (OHSA) and Regulations.

3. The Consultant and sub-consultant shall review project requirements with the City, anticipate all areas that will be impacted by the project, and make all efforts to conduct destructive and non-destructive testing at the assessment stage so that, where possible, costs for Designated Substances, whether visible or hidden, can be factored into estimated project costs;
4. Inspect and sample area indicated and related equipment and services that are suspected of containing Designated Substances to establish whether any suspect material that is likely to be disturbed, handled or removed during the demolition work, contains Designated Substances. Destructive testing shall be performed only on equipment that is to be demolished and is not currently in service or can be temporarily taken out of service in coordination with the City. Obtain approval from the City prior to any destructive testing.

5. Carry out laboratory analysis of samples to determine type and percentage of Designated Substances.

6. All sampled locations are to be labelled as to whether they contain or do not contain Designated Substances. They shall be labelled accordingly through the use of durable, high visibility labels at least three inches by one and a half inches in size and which properly and fully adhere to the surface (spray painting of locations is acceptable, and may be substituted for adhesive labels. High visibility paint in a distinctive colour is to be used). The labelling shall be performed during a separate site visit after the results of analysis have been received and the report has been reviewed at the 95% detailed design stage.

7. Prepare drawings and photographic documentation for all testing performed indicating type, location and extent of Designated Substances. Ensure that photographs of all sample locations are taken and that the inspector can trace the photograph back to the sample results and locations through use and coordination of labels, references, and site drawings.

8. Drawings prepared for the Designated Substances assessment shall be based on the design drawings for the project as prepared by the Consultant.

9. A Report shall be prepared that states whether Designated Substances containing material is likely to be disturbed, handled or removed during construction. If a material does contain Designated Substances, the Report shall state the type of Designated Substances, the approximate quantity present, and the recommended removal method. The Report shall be in full compliance with the requirements of Section 10 of Regulation 278/05 and shall include all noted Designated Substances.

10. The Report must include recommendations regarding remediation prior to tendering of the project construction contract.

11. The Report must include estimated costs for removal of Designated Substances based on estimated quantities, including requirements to meet OHSA.

12. The Report will be updated at various stages of the project as detailed below.

13. The Report shall be submitted to the City in accordance with standard submission requirements as defined in this RFP.

A.1.4.3 Designated Substances Management Work Scope Activities

1. Preliminary Design Phase

a) The environmental sub-consultant shall review previous Designated Substances Surveys or Designated Substances Reports available at the site to identify any gaps in the information required based on the preliminary scope of the project.

b) A preliminary list of identified Designated Substances within the scope area shall be prepared for review by the City.
2. 50% Detailed Design Phase – Draft Report
   a) Provide an updated detailed drawing set and work scope to the environmental sub-consultant.
   b) Carry out a detailed site survey as defined herein, including sampling and testing of all suspected Designated Substances.
   c) Prepare the Report in accordance with A.1.14.2 including a site survey, sampling and analysis, and report generation.
   d) The Consultant responsible for design who is fully conversant with the scope of work must walk the site with the environmental sub-consultant to identify project boundaries, specific items and equipment that will be impacted by the work.

3. 95% Detailed Design Phase – Updated Draft Report
   a) Re-confirm, in writing, that the scope of work matches the Designated Substances Report conducted at the 50% detailed design phase. Confirmation that the scope of work matches the Designated Substances assessment as detailed in the Report must be signed by the Consultant who is knowledgeable as to the scope of work.
   b) Where the scope of work has changed relative to the Report, carry out additional testing, and update the Survey and Report as required to ensure that the scope of work matches the Designated Substances Report.
   c) Label confirmed Designated Substances containing materials identified during the survey. Also label in the same manner all materials that are identified as not containing Designated Substances.
   d) Prepare the Designated Substances Report for inclusion in the Tender Documents. The intent is to ensure that a comprehensive source of information is provided to the Contractor that covers all potential locations and materials impacted by the project.
   e) Include for tender site drawings and a technical specification that includes a detailed protocol for: a) removal of Designated Substances required under the contract (if any); b) quantities of materials identified; c) a strategy for dealing with any suspected Designated Substances (i.e. could not be tested for during design stage) or unanticipated Designated Substances found during construction, or d) management in-place, as appropriate. Provide technical support during the tendering process.
   f) If abatement or remediation through a separate contract prior to construction is feasible, provide a detailed scope of work and site drawings for Designated Substances abatement and/or in-situ management, as well as technical support during tendering of abatement work.
   g) If abatement and/or management is carried out through a separate contract prior to construction, the environmental sub-consultant shall provide monitoring and supervision of the work, and shall provide a signed clearance certificate upon completion.

   a) If abatement and/or management is carried out through the construction phase, the environmental sub-consultant shall provide monitoring and supervision of the work, and shall provide a signed clearance certificate upon completion.
b) As scope changes occur throughout construction, provide updates as required to Designated Substances assessment, including testing, analysis, and updates to the Report.

c) At the completion of construction, update the Designated Substances Report to identify and detail all remaining Designated Substances within the scope of work area. Issue to the City as a Final Report.

A.1.14.4 Mandatory Qualifications for Consultants Undertaking Designated Substances Surveys

1. Consultants or sub-consultants completing designated substances and asbestos surveys for projects at Toronto Water facilities must fulfill the following mandatory requirements. Proof that the requirements are met must be provided to the City’s Project Manager, prior to any associated work proceeding:

   a) The firm must have a minimum five years experience working on similar projects.

   b) Principal or Senior Environmental Sub-Consultant must be a Certified Industrial Hygienist or Professional Engineer with mandatory ten years of directly related experience assessing and managing Designated Substances. All reports must be reviewed and signed by this individual.

A.1.14.5 Mandatory Qualifications for Laboratories being used for Designated Substances

1. The proposed laboratory must meet the following criteria:

   a) Performing the analyses must be accredited under the National Institute of Standards and Technology (NIST) and the National Voluntary Laboratory Accreditation Program (NVLAP). Submit sample lab report with the proposal. Submit the name and NVLAP number of the accredited Bulk Analysis Laboratory that is to be used for sample analysis. All samples must be analyzed in accordance with the Ontario Ministry of Labour Code.

   b) For asbestos note the following:

      a. Individuals performing air sample analysis should be personnel registered in a Proficiency Analytical Testing (PAT) program such as the following:

         i. Asbestos Analyst Registry (AAR) of the American Industrial Hygiene Association (AIHA)

         ii. Canadian Analytical Laboratory Accreditation (CALA) PCM

         iii. IIRST

      b. Samples must be analyzed using appropriate method for determination in accordance with the requirements detailed in O.Reg. 278/05

A.1.15 Health & Safety

A.1.15.1 General Requirements

1. Consultants who enter water and wastewater facilities are likely to be exposed to chemical, biological and physical hazards.

2. The successful proponent is responsible for meeting the requirements of the Occupational Health & Safety Act and City Health & Safety Manual and the consultant is to review their safe work procedures with the City prior to undertaking any field work onsite.

4. The consultant’s staff on-site during any phase of the project must possess written proof of competency such as appropriate training and experience in health and safety related activities applicable to the project (i.e. confined space entry, fall arrest, First Aid & CPR, Ladder & scaffolding training documentation, WHMIS training documentation, asbestos awareness and any other appropriate certificate required to be onsite).

5. WHMIS training, confined space awareness training, and 4-hour asbestos awareness training, is mandatory for all consultant’s staff present on-site during any phase of the project. The City may request proof of training at any time.

6. For facilities where specific site orientation and security protocol exist, the consultant’s staff onsite during any phase of the project must attend a mandatory 2-hour health and safety orientation specific to the treatment plant site before undertaking any work onsite. Orientation must be updated on an annual basis. Staff must adhere to site security and emergency procedures at all times.

7. The successful proponent is responsible for providing all safety equipment for the protection of their staff, including gas detection, safety retrieval devices, and any ancillary equipment for confined space entries (CSEs) required for inspection purposes. Certification in CSE is a pre-requisite and experience in the use of self-contained breathing apparatus is also a requirement.

8. A standard entry permit must be completed before any CSE’s take place. City staff will be available to allow access to the facilities only.

9. Note obligations with respect to geotechnical work and OHSA in Appendix A.4, Item A.4.7.1.

A.1.15.2 Prior to initiating any work onsite, the consultant must submit a letter on company letterhead, identifying that all personnel engaged in the assignment have had appropriate training in accordance with Section 1.15.1.4 and 1.15.1.5. The letter must be signed and signed by personnel who have the authority to bind the corporation, and is to be provided at the time of executing the Engineering Agreement.

END OF APPENDIX A1
A.3 ENGINEERING STUDIES

A.3.1 Meetings

Refer to Appendix A.1 for details regarding project meetings.

A.3.2 Data Collection

A.3.2.1. General

The Consultant shall review all available pertinent documentation and conduct all necessary field inspections, testing, studies, and surveys to suit the study scope.

A.3.2.2. Existing Data Collection

1. *Existing Documents, Record Drawings and Existing Conditions*

   The City will provide copies of available record drawings, reports studies, Facility Forecasts and other documents pertaining to the study. Visit the site as required to determine existing conditions, equipment locations, process layout and flow, services, features, connections, routes, access, interference, etc., related to the study. The Consultant shall note that changes may have been made over time without updating the documents or record drawings. Prior to commencement of the engineering study, the Consultant shall review the existing background information, as well as conduct a site review of the facility to confirm changes or omissions, if any, in the record drawings (excluding electrical low voltage, and control wiring). The expected level of the site review includes at a minimum, a walk-through of the facility and visual observations. The Consultant shall record its findings and advise the PM of any significant changes or omissions in the existing documents and record drawings.

   Any additional work required due to the Consultant’s failure to review documents or record drawings will be at the Consultant’s own cost.

2. Current Projects

   Review scope of current City projects and identify potential impacts on this study. Ensure that any potential impacts/conflicts are identified and discussed with the City’s Project Team, for resolution by the City.

3. Existing Equipment

   Perform a field review of existing process, mechanical and electrical equipment relevant to the study. Verify existing equipment capacities, conditions and layout. Review operational records and interview Operations staff and discuss equipment and/or process operating performance, efficiency, reliability and maintenance history.

4. Operating Procedures

   The Consultant shall become familiar with the facility’s operating procedures/systems where relevant to the subject study.
A.3.2.3. New Data Collection

1. Following the collection of all existing data, the consultant shall prepare a Technical Memorandum summarizing the collected information, identifying where data gaps exist, and outline a recommended Study Plan so that sufficient new data can be collected to adequately complete the study.

2. Study Plan

The consultant shall prepare a Study Plan tailored to the scope and goals of this study outlining the following:

- materials/media to be sampled and rationale
- sampling equipment and methodology
- parameters to be monitored or tested and rationale
- monitoring and testing equipment and methodology
- sampling/monitoring locations, number of samples and duplicates
- sampling/monitoring access issues, operational issues (i.e. shut-downs) and process requirements, potential impact to Certificate of Approval, and associated consultation strategy
- laboratory analytical plan
- comparative criteria (i.e. applicable Codes, Standards, Regulations, Guidelines, etc.)
- schedule

3. Original Equipment Manufacturer (OEM) Inspection

If required, the Consultant shall retain the original equipment manufacturer (where feasible) to conduct a thorough inspection of the equipment and prepare a report. The report shall:

- summarise all equipment components and identify those in good condition, in need of repair, and in need of replacement;
- estimate costs and schedule; and
- estimate the lifespan of the refurbished equipment.

A.3.3 Standards

Refer to the RFP Section 2.3 for the City’s standards.

The Consultant shall note that topographic mapping, field edit, compiled area plan, and property surveys are collections of data from various sources. This information requires proper editing and formatting by the Consultant in accordance with the City’s drafting standard before being used as a base plan.

A.3.4 Conceptual Design Alternatives

A.3.4.1 The Consultant shall develop several conceptual design alternatives and summarize in a Technical Memo, which will provide the foundation for the study. Where possible, a minimum of three viable alternatives are to be identified for comparison purposes. In general, these should represent a range of alternatives with respect to performance, complexity and cost.

A.3.4.2 Submit a Technical Memo outlining the alternative conceptual designs for consideration in
the study to the City for approval prior to commencement of the review.

A.3.5 Study Report

A.3.5.1 The final study report shall outline the pertinent pre-existing data collected, summarise the results of the study plan, detail the conceptual design alternatives developed, provide an analysis and comparison of these alternatives, and include a recommendation on the preferred alternative. The analysis shall be based on the technical information prepared by the Consultant. The analysis and comparison of the alternatives shall include, but not be limited to the following:

1. Cost of ownership (i.e. lifecycle costs)
2. Land requirements
3. Impact on future and current land use
4. Capacity, performance and efficiency
5. Operational and maintenance costs
6. Operational issues and concerns
7. Site constraints
8. Design and construction schedule
9. Constructability challenges
10. Future expandability

A.3.5.2 The review shall document the process with sufficient level of detail to support the City’s decision on proceeding with the selected alternative.

A.3.5.3 In general, the report shall include technical memoranda, the results of the study plan, and any modelling, notes of meetings, and copies of relevant correspondence with the study stakeholders.

A.3.6 Deliverables

A.3.6.1 The following provides a list of deliverables upon completion of the study. The Consultant shall note that the RFP may contain additional project specific deliverables:

1. Draft and final study plan
2. Technical Memo on Design Alternatives
3. OEM Equipment Refurbishment Feasibility Report
4. First draft Engineering Study Report
5. Final Engineering Study Report

END OF APPENDIX A.3
APPENDIX B

RFP PROCESS TERMS AND CONDITIONS

1. Proponent’s Responsibility
2. Prime Proponent
3. City Contacts and Questions
4. Addenda
5. Exceptions
6. Omissions, Discrepancies and Interpretations
7. Incurred Costs
8. Post-Submission Adjustments and Withdrawal of Proposals
9. No Collusion
10. Prohibition Against Gratuities
11. Acceptance of Proposals
12. Verification
13. Unbalanced Bids
14. Conflicts of Interest
15. Ownership and Confidentiality of City-Provided Data
16. Ownership and Disclosure of Proposal Documentation
17. Intellectual Property Rights
18. Failure or Default of Proponent
19. Quasi-Criminal/Criminal Activity of a Proponent
20. Publicity
21. Governing Law
1. Proponent’s Responsibility

It shall be the responsibility of each Proponent:

(a) to examine all the components of this RFP, including all appendices, forms and addenda;
(b) to acquire a clear and comprehensive knowledge of the required services before submitting a Proposal;
(c) to become familiar, and (if it becomes a successful Proponent) comply, with all of the City’s Policies and Legislation set out on the City of Toronto website at http://www.toronto.ca/calldocuments/policy.htm

The failure of any Proponent to receive or examine any document, form, addendum, Agreement or policy shall not relieve the Proponent of any obligation with respect to its Proposal or any Agreement entered into or Purchase Order issued based on the Proponent’s Proposal.

2. Prime Proponent

A Proposal by a consortium of two or more entities may be submitted, but one person or company must be shown as the prime Proponent and be prepared to represent the consortium to the City by executing the Agreement, acting as the primary contact, and taking overall responsibility for performance of the Agreement.

Where a Proposal is made by a prime Proponent with associate firms working with or under the prime Proponent in either a sub-contracting or consortium relationship, it is required that those associate firms be named in the Proposal.

3. City Contacts and Questions

All contact and questions concerning this RFP should be directed in writing to the City employee(s) designated as “City Contact” in the Notice to Potential Proponents.

No City representative, whether an official, agent or employee, other than those identified “City Contacts” are authorized to speak for the City with respect to this RFP, and any Proponent who uses any information, clarification or interpretation from any other representative does so entirely at the Proponent’s own risk. Not only shall the City not be bound by any representation made by an unauthorized person, but any attempt by a Proponent to bypass the RFP process may be grounds for rejection of its Proposal.

From and after the date of this RFP until the time of any ensuing contract award, no communication with respect to this matter shall be made by any potential Proponent, or its representatives, including a third-party representative employed or retained by it (or any unpaid representatives acting on behalf of either), to promote its Proposal or oppose any competing Proposal, nor shall any potential Proponent, or its representatives, including a third party representative employed or retained by it (or any unpaid representatives acting on behalf of either), discuss the RFP or its Proposal with any City staff, City officials or Council member(s), other than a communication with the "City Contact" identified on page 1 on this RFP.

Proponents should be aware that communications in relation to this RFP outside of those permitted by the applicable procurement policies and this RFP document contravene the Lobbying By-law, an offence for which a person is liable to a maximum fine of $25,000.00 on a first conviction and $100,000.00 on each subsequent conviction. In addition, the City’s Procurement Processes Policy provides that any Proponent found in breach of the policy may be subject to disqualification from the call or a future call or calls at the discretion of Council.
Notwithstanding anything to the contrary as set out in this document, the obligations as set out in the City of Toronto Municipal Code, Chapter 140 shall apply.

For your information, please find below the links to the City's Procurement Processes Policy, Lobbying By-Law and Interpretive Bulletin on Lobbying and Procurement:
http://www.toronto.ca/legdocs/municode/1184_140.pdf

4. Addenda

If it becomes necessary to revise any part of this RFP, the revisions will be by Addendum posted electronically in Adobe PDF format on the City’s website at www.toronto.ca/calldocuments. Proponents and prospective Proponents SHOULD MONITOR THAT SITE as frequently as they deem appropriate until the day of the Deadline. Only answers to issues of substance will be posted. The City reserves the right to revise this RFP up to the Closing Deadline. When an Addendum is issued the date for submitting Proposals may be revised by the City if, in its opinion, the City determines more time is necessary to enable Proponents to revise their Proposals.

All Proponents must acknowledge receipt of all Addenda in the space provided on the Proposal Submission Form.

The City’s Purchasing and Materials Management Division will make reasonable efforts to issue the final Addendum (if any) no later than two (2) days prior to the Deadline.

5. Exceptions to Mandatory Requirements, Terms and Conditions

If a Proponent wishes to suggest a change to any mandatory requirement, term or condition set forth in any part of this RFP, it should notify the City in writing not later than the deadline for questions. The Proponent must clearly identify any such requirement, term or condition, the proposed change and the reason for it. If the City wishes to accept the proposed change, the City will issue an Addendum as described in the article above titled Addenda. The decision of the City shall be final and binding, from which there is no appeal. Changes to mandatory requirements, terms and conditions that have not been accepted by the City by the issuance of an Addendum are not permitted and any Proposal that takes exception to or does not comply with the mandatory requirements, terms and conditions of this RFP will be rejected.

6. Omissions, Discrepancies and Interpretations

A Proponent who finds omissions, discrepancies, ambiguities or conflicts in any of the RFP documentation or who is in doubt as to the meaning of any part of the RFP should notify the City in writing not later than the deadline for questions. If the City considers that a correction, explanation or interpretation is necessary or desirable, the City will issue an Addendum as described in the article above titled Addenda. The decision and interpretation of the City shall be final and binding, from which there is no appeal. No oral explanation or interpretation shall modify any of the requirements or provisions of the RFP documents.
7. **Incurred Costs**

The City will not be liable for, nor reimburse, any potential Proponent or Proponent, as the case may be, for costs incurred in the preparation, submission or presentation of any Proposal, for interviews or any other activity that may be requested as part of the evaluation process or the process for the negotiation or execution of an Agreement with the City, as the case may be.

The rejection or non-acceptance of any or all Proposals shall not render the City liable for any costs or damages to any firm that submits a Proposal.

8. **Post-Submission Adjustments and Withdrawal of Proposals**

No unilateral adjustments by Proponents to submitted Proposals will be permitted.

A Proponent may withdraw its Proposal at any time prior to the Deadline by notifying the City Buyer designated in this RFP in writing on company letterhead or in person, with appropriate identification. Telephone and e-mail requests will not be considered.

A Proponent who has withdrawn a Proposal may submit a new Proposal, but only in accordance with the terms of this RFP.

After the Deadline each submitted Proposal shall be irrevocable and binding on Proponents for a period of 120 days.

If the City makes a request to a Proponent for clarification of its Proposal, the Proponent will provide a written response accordingly, which shall then form part of the Proposal.

9. **No Collusion**

No Proponent may discuss or communicate about, directly or indirectly, the preparation or content of its Proposal with any other Proponent or the agent or representative of any other Proponent or prospective Proponent. If the City discovers there has been a breach at any time, the City reserves the right to disqualify the Proposal or terminate any ensuing Agreement.

10. **Prohibition against Gratuities**

No Proponent and no employee, agent or representative of the Proponent, may offer or give any gratuity in the form of entertainment, participation in social events, gifts or otherwise to any officer, director, agent, appointee or employee of the City in connection with or arising from this RFP, whether for the purpose of securing an Agreement or seeking favourable treatment in respect to the award or amendment of the Agreement or influencing the performance of the Agreement, including without restriction enforcement of performance standards, or expressing appreciation, or providing compensation, for the award of an Agreement or for performance of the City's obligations thereunder or for conferring favours or being lenient, or in any other manner whatsoever.

If the City determines that this article has been breached by or with respect to a Proponent, the City may exclude its Proposal from consideration, or if an Agreement has already been entered into, may terminate it without incurring any liability.
11. Acceptance of Proposals
The City shall not be obliged to accept any Proposal in response to this RFP. The City may, without incurring any liability or cost to any Proponent:

a) accept or reject any or all Proposal(s) at any time;
b) waive immaterial defects and minor irregularities in any Proposals;
c) modify and/or cancel this RFP prior to accepting any Proposal;
d) award a contract in whole or in part.

The City is relying on the experience and expertise of the Proponent. The City reserves the right to disqualify any Proponent who has given inaccurate, incomplete, false or misleading information in the sole opinion of the City.

12. Verification
The City reserves the right to verify with any Proponent or with any other person any information provided in its Proposal but shall be under no obligation to receive further information.

If, in the opinion of the City, any Proponent has clearly misinterpreted the services or underestimated the hours or value of the services to be performed as reflected in its Proposal content and submitted price/fees, or all or any or any combination of them, then the City may reject its Proposal as not representative of the scope of the services.

13. Unbalanced Bids (In this paragraph “Bid” refers to the Proposal)
The City may reject a bid if it determines, in its sole discretion, that the bid is materially imbalanced.

A bid is materially imbalanced when:

(1) it is based on prices which are significantly less than cost for some items of work and prices which are significantly overstated in relation to cost for other items of work; and
(2) the City had determined that the proposal may not result in the lowest overall cost to the City even though it may be the lowest submitted bid; or
(3) it is so unbalanced as to be tantamount to allowing an advance payment.

14. Conflicts of Interest
In its Proposal, the Proponent must disclose to the City any potential conflict of interest that might compromise the performance of the Work. If such a conflict of interest does exist, the City may, at its discretion, refuse to consider the Proposal.

The Proponent must also disclose whether it is aware of any City employee, Council member or member of a City agency, board or commission or employee thereof having a financial interest in the Proponent and the nature of that interest. If such an interest exists or arises during the evaluation process or the negotiation of the Agreement, the City may, at its discretion, refuse to consider the Proposal or withhold the awarding of any Agreement to the Proponent until the matter is resolved to the City’s sole satisfaction.

If, during the Proposal evaluation process or the negotiation of the Agreement, the Proponent is retained by another client giving rise to a potential conflict of interest, then the Proponent will so inform the City. If the City requests, then the Proponent will refuse the new assignment or will take such steps as are necessary to remove the conflict of interest concerned.
Proponents are cautioned that the acceptance of their Proposal may preclude them from participating as a Proponent in subsequent projects where a conflict of interest may arise. The successful Proponent for this project may participate in subsequent/other City projects provided the successful Proponent has satisfied pre-qualification requirements of the City, if any, and in the opinion of the City, no conflict of interest would adversely affect the performance and successful completion of an Agreement by the successful Proponent.

15. Ownership and Confidentiality of City-Provided Data

All correspondence, documentation and information provided by City staff to any Proponent or prospective Proponent in connection with, or arising out of this RFP, the Services or the acceptance of any Proposal:

a) is and shall remain the property of the City;
b) must be treated by Proponents and prospective Proponents as confidential;
c) must not be used for any purpose other than for replying to this RFP, and for fulfillment of any related subsequent Agreement.

16. Ownership and Disclosure of Proposal Documentation

The documentation comprising any Proposal submitted in response to this RFP, along with all correspondence, documentation and information provided to the City by any Proponent in connection with, or arising out of this RFP, once received by the City:

a) shall become the property of the City and may be appended to the Agreement and/or Purchase Order with the successful Proponent;
b) shall become subject to the Municipal Freedom of Information and Protection of Privacy Act ("MFIPPA"), and may be released, pursuant to that Act.

Because of MFIPPA, prospective Proponents are advised to identify in their Proposal material any scientific, technical, commercial, proprietary or similar confidential information, the disclosure of which could cause them injury.

Each Proponent’s name at a minimum shall be made public. Proposals will be made available to members of City Council provided that their requests have been made in accordance with the City’s procedure and may be released to members of the public pursuant to MFIPPA.

17. Intellectual Property Rights

Each Proponent warrants that the information contained in its Proposal does not infringe any intellectual property right of any third party and agrees to indemnify and save harmless the City, its staff and its consultants, if any, against all claims, actions, suits and proceedings, including all costs incurred by the City brought by any person in respect of the infringement or alleged infringement of any patent, copyright, trademark, or other intellectual property right in connection with their Proposal.
18. Failure or Default of Proponent

If the Proponent, for any reason, fails or defaults in respect of any matter or thing which is an obligation of the Proponent under the terms of the RFP, the City may disqualify the Proponent from the RFP and/or from competing for future tenders or RFP issued by the City for a period of one year. In addition, the City may at its option either:

a) Consider that the Proponent has withdrawn any offer made, or abandoned the Agreement if the offer has been accepted, whereupon the acceptance, if any, of the City shall be null and void; or

b) Require the Proponent to pay the City the difference between its Proposal and any other Proposal which the City accepts, if the latter is for a greater amount and, in addition, to pay the City any cost which the City may incur by reason of the Proponent’s failure or default, and further the Proponent will indemnify and save harmless the City, its officers, employees and agents from all loss, damage, liability, cost, charge and expense whatever which it, they or any of them may suffer, incur or be put to by reason of such default or failure of the Proponent.

19. Quasi-Criminal/Criminal Activity of a Proponent:

The City may reject a Proposal or Proponent if the City:

a) Confirms that the Proponent or any individual that owns, directs, or controls the Proponent has been charged with or convicted of an offence under the Criminal Code, an offence as defined in the Provincial Offences Act, or an offence pursuant to similar laws outside of Ontario;

b) Determines that this charge or conviction is material to the given procurement; and

c) Determines that, in light of this charge or conviction, awarding to that Bidder could compromise the delivery of the goods or services or would otherwise undermine the business reputation of the City or the public’s confidence in the integrity of the call process.

20. Publicity

The Proponent and its affiliates, associates, third-party service providers, and subcontractors shall not release for publication any information in connection with this RFP or any Agreement without prior written permission of the City.

21. Governing Law

This RFP and any Proposal submitted in response to it and the process contemplated by this RFP including any ensuing Agreement shall be governed by the laws of the Province of Ontario. Any dispute arising out of this RFP or this RFP process will be determined by a court of competent jurisdiction in the Province of Ontario.
APPENDIX C

STANDARD SUBMISSION FORMS

FORM 1: Proposal Submission Form – Mandatory
FORM 2: Policy to Exclude Bids From External Parties Involved in the Preparation or Development of a Specific Call/Request - Mandatory
FORM 3: Restrictions on the Hiring and Use of Former City of Toronto Management Employees for City Contracts – If Applicable
FORM 4: Environmentally Responsible Procurement – If Applicable
FORM 5: Notice of No Submission – If Applicable
FORM 6: Declaration of Compliance with Anti-Harassment / Discrimination Legislation & City Policy
FORM 7: City of Toronto Customer Service Training Requirements: Contractors, Consultants and other Service Providers – If Applicable
PROPOSAL SUBMISSION FORM

REQUEST FOR PROPOSAL NO. 9117-14-7030
For: Energy Optimization Plan (EOP) for Toronto Water
CLOSING: 12:00 NOON (local Toronto time) March, 27, 2014

I/WE HEREBY SUBMIT MY/OUR PROPOSAL FOR THE PROVISION OF THE GOODS AND/OR SERVICES AS DESCRIBED WITHIN THE REQUEST FOR PROPOSAL DOCUMENT FOR THE ABOVE NAMED PROJECT.

I/WE HAVE CAREFULLY EXAMINED THE DOCUMENTS AND HAVE A CLEAR AND COMPREHENSIVE KNOWLEDGE OF THE REQUIREMENTS AND HAVE SUBMITTED ALL RELEVANT DATA. I/WE AGREE, IF SELECTED TO PROVIDE THOSE GOODS AND/OR SERVICES TO THE CITY IN ACCORDANCE WITH THE TERMS, CONDITIONS AND SPECIFICATIONS CONTAINED IN THE REQUEST FOR PROPOSAL DOCUMENT AND OUR SUBMISSION. I/WE AGREE THAT THIS SUBMISSION IS BEING MADE WITHOUT ANY COLLUSION OR FRAUD.

ACKNOWLEDGE RECEIPT OF ADDENDA BY NUMBER AND ISSUE DATE:
ADDENDUM NO. _______ DATED ________________
ADDENDUM NO. _______ DATED ________________
ADDENDUM NO. _______ DATED ________________
ADDENDUM NO. _______ DATED ________________

SUBMITTED BY:
(PROPONENT'S FULL LEGAL NAME)

ADDRESS: ________________________________ TELEPHONE NO. ________________________________
FAX NO. ________________________________ EMAIL: ________________________________
DATE: ________________________________

SIGNATURE OF AUTHORIZED SIGNING OFFICER ________________________________

PRINTED NAME OF SIGNING OFFICER ________________________________

THIS FORM MUST BE SIGNED AND SUBMITTED WITH YOUR PROPOSAL OR YOUR PROPOSAL WILL BE DECLARED INFORMAL.
POLICY TO EXCLUDE BIDS FROM EXTERNAL PARTIES INVOLVED IN THE PREPARATION OR DEVELOPMENT OF A SPECIFIC CALL/REQUEST

To ensure Fair and Equal Treatment in its competitive procurements, the City of Toronto will undertake to:

• disallow bidders/proponent from submitting a bid to any Tender, Quotation, or Proposal call in which the bidders/proponent has participated in the preparation of the call document; and

• a bidder/proponent who fails to comply will result in disqualification of their response to the call/request.

Did you, the proponent, assist the City of Toronto in the preparation of this Request for Proposal call?
Specify: Yes _______   No _________

For a copy of the City of Toronto Policy, visit the website at http://www.toronto.ca/citybusiness/pdf/bidsfromexternalparties.pdf
RESTRICTIONS ON THE HIRING AND USE OF FORMER CITY OF TORONTO MANAGEMENT EMPLOYEES FOR CITY CONTRACTS

The purpose of this Policy to ensure that former City of Toronto management employees who took part in a separation program or received a retirement package, are prohibited from participating in contracts directly or indirectly related to the City of Toronto or its special purpose bodies for a period of two years starting from an employee’s separation date.

Former employees covered by this policy are prohibited from participating in contracts directly or indirectly related to the City of Toronto or its special purpose bodies for a period of two years starting from the employee’s separation date. This would include, but not be limited to, for example, the following roles:

- As an independent contractor/consultant;
- As a contractor/consultant on City project Work for a company/firm (but, the firm may compete); or
- As a contractor/consultant on City project Work for a company/firm that has been sub-contracted by another company/firm.

Former City of Toronto management employees who took part in a separation program or received a retirement incentive are prohibited from participating in contracts directly or indirectly related to the City of Toronto and its special purpose bodies for a period of two years starting from an employee’s termination date.

Notes: (1) Adopted by Council at its meeting of February 4, 5, & 6, 1998, Report No. 2, Clause No. 2 of the Strategic Policies and Priorities Committee, and
(2) Revised by City Council at its meeting of November 26, 27, 28, 2002, Report No. 14, Clause No. 6, Administration Committee.

Respondents are to state the name(s) of any former City of Toronto management employee(s) hired/used by your firm, if any, who have left the employ of the City or its special purpose bodies within the last two years.

Specify: ________________________________.

This policy will be considered in the evaluation of all submissions received by the City of Toronto.

For further information contact:

Manager, Corporate Purchasing, Policy & Quality Assurance
18th Floor, West Tower, City Hall, (416) 392-0387

For a copy of the City of Toronto Policy, visit the website at http://www.toronto.ca/calldocuments/pdf/former_employees.pdf
ENVIRONMENTALLY RESPONSIBLE PROCUREMENT STATEMENT

The City of Toronto Environmentally Responsible Procurement Policy encourages bidders to also offer products/services that are environmentally preferred.

Environmentally preferred products/services offered must be competitive in cost, conform to specifications, performance requirements and be suitable for the intended application as determined by the using department(s).

Environmentally preferred products/services are those such as durable products, reusable products, energy efficient products, low pollution products/services, products (including those used in services) containing maximum levels of post-consumer waste and/or recyclable content, and products which provide minimal impact to the environment.

An environmentally preferred product is one that is less harmful to the environment than the next best alternative having characteristics including, but not limited to the following:

1. Reduce waste and make efficient use of resources: An Environmentally Preferred Product would be a product that is more energy, fuel, or water efficient, or that uses less paper, ink, or other resources. For example, energy-efficient lighting, and photocopiers capable of double-sided photocopying.

2. Are reusable or contain reusable parts: These products such as rechargeable batteries, reusable building partitions, and laser printers with refillable toner cartridges.

3. Are recyclable: A product will be considered to be an Environmentally Preferred Product if local facilities exist capable of recycling the product at the end of its useful life.


5. Produce fewer polluting by-products and/or safety hazards during manufacture, use or disposal: An EPP product would be a non-hazardous product that replaces a hazardous product.

6. Have a long service-life and/or can be economically and effectively repaired to upgraded.

Bidders shall if requested, provide written verification of any environmental claims made in their bid/Proposal satisfactory to the City of Toronto within five (5) working days of request at no cost to the City. Verification may include, but not be limited to, certification to recognized environmental program (e.g., Environmental Choice Program [ECP]), independent laboratory tests or manufacturer's certified tests, Only proven environmentally preferred products/services shall be offered. Experimental or prototype products/services will not be considered.

For a copy of the City of Toronto Environmentally Responsible Procurement Policy, visit the website at http://www.toronto.ca/calldocuments/pdf/environment_procurement.pdf

State if environmentally preferred products/service is being offered: YES______ NO______

State briefly the environmental benefit of the product/service offered:
________________________________________________________________________
________________________________________________________________________


IMPORTANT - PLEASE READ THIS

It is important to the City of Toronto to receive a reply from all invited Proponents. There is no obligation to submit a Proposal; however, should you choose not to submit, completion of this form will assist the City in determining the type of services you are interested in submitting a Proposal in the future.

INSTRUCTIONS:

If you are unable, or do not wish to submit a Proposal on this Request for Proposals, please complete the following portions of this form. State your reason for not submitting a Proposal by checking applicable box(es) or by explaining briefly in the space provided. It is not necessary to return any other Request for Proposals documents.

1. We do not offer this service.
2. We do not offer services to these requirements.
3. Unable to offer services competitively.
4. Cannot handle due to present commitments.
5. Quantity/project too large.
6. Cannot meet delivery/completion requirements.
7. Licensing restrictions.

Do you wish to participate in Request for Proposals for services in the future? YES ____  NO ____

For City's use only - Do not write in this space.

Company Name:
Address:
Signature of Company Representative:
Position:
Date:  Tel. No.:
Fax No.:

Fax: 416-397-7779
Declaration of Compliance with Anti-Harassment/Discrimination Legislation & City Policy

Organizations/individuals in Ontario, including the City of Toronto, have obligations under the Ontario Human Rights Code, the Occupational Health and Safety Act, the Employment Standards Act, the Accessibility for Ontarians with Disabilities Act, the Criminal Code of Canada and the Charter of Rights and Freedoms. In addition, the City of Toronto also has policies that prohibit discrimination on the additional grounds of political affiliation or level of literacy, subject to the requirements of the Charter. Organizations are required to have and post policies, programs, information, instruction, plans and/or other supports, and an appropriate internal process available to their employees and service recipients to prevent, address and remedy discrimination, racism, harassment, hate and inaccessibility complaints under the applicable legislation and including the additional grounds of discrimination prohibited under City policy. Individuals are obliged to refrain from harassment/hate activity.

The City of Toronto requires all organizations and individuals that contract with the City to sign the following Declaration of Compliance with Anti-Harassment/Discrimination Legislation & City Policy. This Declaration must be signed by your organization and submitted with the contract or Letter of Understanding. The name of your organization and the fact that you have signed this declaration may be included in a public report to City Council.

Declaration:
I/we uphold our obligations under the above provincial and federal legislation. In addition, I/we uphold our obligations under City policies which prohibit harassment/discrimination on a number of grounds including political affiliation and level of literacy.

WHERE LEGALLY MANDATED I/we have in place the necessary policies, programs, information, instruction, plans and/or other supports that are consistent with our obligations, and I/we have an internal process available to my/our employees and service recipients to prevent, address and remedy discrimination, racism, harassment, hate and inaccessibility complaints. I/we agree that I/we shall, upon the request of the City, provide evidence of the policies, programs, information, instruction, plans and other supports and an appropriate internal complaint resolution process required under this Declaration which is sufficient to allow the City to determine compliance. I/We acknowledge that failure to demonstrate compliance with this declaration to the satisfaction of the operating Division, in consultation with the City Solicitor, may result in the termination of the contract.

Name of Vendor or Name of Grant Applicant (Organization or Individual):

______________________________________________________________

Complete Address: ____________________________________________

Email _______________________________________________________

Tel. No. ______________________________________________________

Postal Code: ________________________________________________

Fax No. ______________________________________________________

Name of Signing Officer or Name of Applicant (Name – please print): Position

______________________________________________________________

Signature: __________________________________________________ Date: ______________________________

Authorised Signing Officer or Individual

Multilingual Services: 311 and TTY 416-338-0889. Further information: www.toronto.ca/diversity.ca

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City of Toronto Accessible Customer Service Training Requirements: Contractors, Consultants and other Service Providers

The City of Toronto supports the goals of the Accessibility for Ontarians with Disabilities Act (AODA), 2005 and is committed to providing equal treatment and equitable benefits of City services, programs and facilities in a manner that respects the dignity and independence of people with disabilities.

Under section 6 of the Accessibility Standard for Customer Service, O. Reg. 429/07 (Appendix A), established by the AODA, the City of Toronto must ensure that employees, volunteers and all other personnel, including third party contractors, who deal with members of the public or other third parties on behalf of the City or, who participate in developing City policies, practices or procedures on the provision of goods and services receive training on accessible customer service.

All personnel must complete training that meets the requirements of the Accessible Customer Service regulation and includes:

- An overview of the AODA
- Understanding the requirements of the Regulation
- How to interact and communicate with persons with various types of disabilities;
- How to interact with persons with disabilities who use an assistive device or require the assistance of a guide dog or other service animal or the assistance of a support;
- How to use equipment or devices available on the provider’s premises or otherwise provided by the provider to people with disabilities to access goods or services; and
- What to do if a person with a particular type of disability is having difficulty accessing the provider’s goods or services.

Third party contractors and other service providers are to ensure that training records are maintained, including dates when training is provided, the number of personnel who received training and individual training records. Contractors are required to ensure that this information is available, if requested by the City of Toronto.

Access an e-learning course:
The training requirements can be fulfilled by completing the e-Learning course “Serve-ability: Transforming Ontario’s Customer Service”, which can be found on the Ministry of Community and Social Services website:
http://www.mcss.gov.on.ca/mcss/serve-ability/splash.html

For more information:
How to comply with the Accessible Customer Service Standard at:
www.accessON.ca/compliance

Requirements of the Accessibility Standards for Customer Service (Ontario Regulation 429/07):
THIS AGREEMENT made in quadruplicate this ______ day of _____________, 200__

BETWEEN:

CITY OF TORONTO

(the “City”)

- and -

[ENTER Consultant’s Full Legal Name]

(the “Consultant”)

WHEREAS the City issued the RFP in connection with obtaining professional consulting services for [enter the project name / title] (herein referred to as the “Project”), and the Consultant submitted a Proposal in response to the RFP; and

INSERT 1 of the following clauses:

[All Services Combined in Single Contract clause]

WHEREAS the Consultant has agreed to perform Services in connection with the Project, in accordance with the terms and conditions set forth in this Agreement; and

OR

[Preliminary and Detailed Design Services Contract clause]

WHEREAS the Consultant has agreed to perform, pursuant to this Agreement, Services in connection with preliminary design and detailed design for the Project in accordance with the terms and conditions set forth in this Agreement; and further, pursuant to two separate agreements (which may include a purchase order in the case of post-construction services), services during construction (including site supervision services, testing and commissioning) and post-construction services, with respect to the Project as set forth in those respective agreements; and

OR

[Construction Services Contract clause]

WHEREAS the Consultant has agreed to perform, pursuant to this Agreement, Services during construction including site supervision services, testing and commissioning for the Project in accordance with the terms and conditions set forth in this Agreement; and further, pursuant to two separate agreements (which may include a purchase order in the case of post-construction services), preliminary design and detailed design services and post-construction services, with respect to the Project as set forth in those respective agreements; and

INSERT 1 of the following clauses:

[Approval Clause - by GM]

WHEREAS the Consultant was selected in accordance with the provisions of Municipal Code Chapters 71 and 195 to provide the Services in connection with the Project in accordance with all the terms and conditions of the RFP and the Proposal at a total cost not in excess of $[ENTER AMOUNT] inclusive of contingency and applicable taxes, being within the delegated authority and financial authority of the Division Head;

OR

[Approval Clause - by Bid Committee]

WHEREAS at its meeting held on [ENTER DATE], the Bid Committee adopted the recommendations in the Staff Report from the Director of Purchasing and Materials Management dated [ENTER DATE], and authorized the retention of the Consultant to provide the Services in connection with the Project;

OR

[Approval Clause - by Council]

WHEREAS at its meeting held on [ENTER DATE], City Council adopted Item No. ___ of Report No. ___ of the [ENTER appropriate committee name] Committee, thereby authorizing the retention of the Consultant to provide the Services in connection with the Project;
NOW THEREFORE, in consideration of the mutual covenants contained in this Agreement, the parties agree as follows:

1. INTERPRETATION

(1) The Interpretation provisions of and definitions contained in the RFP are incorporated into and form part of this Agreement.

(2) Definitions

In addition to the foregoing, the following terms shall have the meanings as specified in this section unless the context otherwise specifies or requires:

(a) “Additional Services” are those services which are not contemplated or provided for in the scope of Services set out in the RFP and which are expressly authorized by the Division Head in writing and in advance in accordance with this Agreement.

(b) “Addendum” and “Addenda” means a written addendum or written addenda issued by the City which modify the RFP and include(s) the following:

[INSERT “None.” where no Addenda and DELETE box below]

- Addendum No. 1 dated [ENTER DATE]
- Addendum No. 2 dated [ENTER DATE]
- Addendum No. 3 dated [ENTER DATE]

(c) “Business Day” means any day other than a Saturday, Sunday or a statutory or civic holiday in the Province of Ontario.

(d) “Claims” or “Claim” means any damages, losses, costs, demands, claims, actions, causes of action, suits, proceedings, executions, liens or otherwise for, without limitation, compensation, liabilities, damages or loss of any kind and any nature whatsoever and howsoever caused including property damage or loss, bodily injury or death, loss of reputation, loss of opportunity, economic loss, royalties, judgments, fines, penalties, interest, charges, expenses and costs (including legal costs on a substantial indemnity basis).

(e) “City” means the City of Toronto and where an authority or discretion is conferred upon the City under this Agreement, means the appropriate official or representative of the City as designated or appointed under its governing by-laws, resolutions or policies from time to time or under this Agreement.

(f) “Clarification Letter(s)” means a written document issued by the Consultant clarifying its Proposal.

The Consultant's Proposal has been clarified by the following letter(s) of the Consultant:

- Letter(s) of the Consultant dated [ENTER DATE] (the “Clarification Letter(s)”).

Each reference in this Agreement to the Consultant’s Proposal (or individually to the Consultant’s Technical Proposal or Cost of Services Proposal) shall be taken as a reference to the respective Proposal as modified by the foregoing Clarification Letter(s).

[INSERT “There has been no clarification made of the Consultant’s Proposal.” where no Clarification Letters and DELETE box above]

(g) “Confidential Information” means, with respect to the City, all documents, information and material which are identified by the City to the Consultant as confidential or containing confidential information; or which ought by their nature to be considered as confidential or as containing confidential information of the City, which the Consultant and/or its subcontractors receive or are exposed to by reason of this Agreement or performing the Services including: (i) any personal information; (ii) any software code and associated documentation owned or licensed by the City;
and (iii) any administrative, commercial, financial, proprietary, technical, commercial labour relations, statistical or regulatory information of the City, or of any third party which may be contained in records of the City and was supplied in confidence to the City and identified as such to the Consultant. Notwithstanding the foregoing, Confidential Information shall not include any document, information or material that is or becomes publicly available through no act or failure of the Consultant from a source other than the Consultant prior to receipt from the City; or becomes independently available to the Consultant as a matter of right.

(h) "Construction Lien Act" means the Construction Lien Act, R.S.O. c. C.30 and regulations thereunder, as amended from time to time.

(i) "Division Head" means the [General Manager, Toronto Water][Executive Director of Technical Services] [ENTER appropriate Division Head for Project] and includes such person’s designate.

(j) "including" means "including but not limited to".

(k) "Indemnitees" means the City, its elected officials, officers, directors, employees, agents, representatives, successors and assigns.

(l) "Optional Item" means an item which has not been set out in the scope of work of the RFP but has been proposed by the Consultant in its Proposal as an enhancement or additional service which may benefit the Project.

(m) "Personnel" means the Consultant’s personnel and includes:

(i) the Consultant’s officers, directors, partners, employees, agents and subcontractors;

(ii) any person employed or engaged by or under the control of the Consultant or its subcontractors to perform or supply any part of the Services including goods related thereto; and

(iii) any other person for whom the Consultant is responsible at law.

(n) "Project" means [ENTER brief Project description].

(o) "Proposal" means the Consultant’s Technical Proposal dated [ENTER DATE] and Cost of Services Proposal dated [ENTER DATE], including all appendices, exhibits and attachments thereto, submitted in response to the RFP (individually the “Technical Proposal” and the “Cost of Services Proposal”, respectively). Each reference to the Proposal in this Agreement shall be taken as a reference to the Proposal as modified by the Clarification Letter(s), if any.

(p) "Provisional Item" means a Service identified in Schedule A which shall only be undertaken by the Consultant at the request and upon the prior written authorization of the Division Head.

(q) "RFP" means the Request for Proposal No. [ENTER RFP #], issued by the City on [ENTER DATE], in connection with obtaining professional consulting services for the Project. Each reference to the RFP in this Agreement shall be taken as a reference to the RFP as modified by the Addenda, if any.

(r) "Services" means those services, and goods related thereto, and obligations detailed in this Agreement, including Schedule A, to be provided and undertaken by the Consultant for the City and shall include Provisional Items and Additional Services, unless the context requires otherwise, authorized by the Division Head in accordance with this Agreement.

(s) "Working Day” shall have the same meaning as set out or described in the RFP and, where there is no meaning or description of Working Day set out in the RFP, it shall have the same meaning as Business Day.

3) Interpretation

(a) For the purposes of this Agreement, any reference to a “subcontractor” of the Consultant shall include a sub-consultant of the Consultant.

(b) Any reference to the Division Head or other officer or representative of the City shall be construed to mean the person holding that office from time to time, and the designate or deputy of that person, and shall be deemed to include a reference to any person holding a successor office or the designate or deputy of that person.
(c) Without restricting or limiting the rights and privileges of the City to any broader interpretation, any breach or default of or in respect of a term, covenant, warranty, condition or provision of the Agreement, or a liability caused, by any of the Consultant’s Personnel shall constitute a breach or default or liability caused by the Consultant.

(d) A reference to any Act, bylaw, rule, policy or regulation or to a provision thereof shall be deemed to include a reference to any Act, bylaw, rule, policy or regulation or provision enacted in substitution thereof or amendment thereof.

(e) This Agreement shall not be construed as or deemed to be an agreement for the benefit of any third parties, and no third party shall have any right of action arising in any way under this Agreement for any cause whatsoever.

(f) Any services, goods or incidentals not explicitly specified in this Agreement but which are necessary to conform to professional or safety standards or codes governing such Services, or which may be fairly implied as “included”, shall be done or supplied by the Consultant as if such services, goods or incidentals had been explicitly specified.

(g) Any words and abbreviations, which have well-known professional, technical or trade meanings, are used in this Agreement in accordance with such recognized meanings, unless expressly provided otherwise.

(h) All amounts are expressed in Canadian dollars and are to be payable in Canadian dollars and all references to time shall be deemed to be references to current time in the City.

(4) Priority of Documents

In the event of any conflict or disagreement between the various documents or any omissions contained in the documents making up this Agreement, the documents shall govern in the following order of precedence:

(a) A written amendment to this Agreement in accordance with the terms hereof, the amendment bearing the later date having priority (if any);
(b) This Agreement including Schedules “A” and “B”;
(c) Addenda, the addendum bearing the later date having priority (if any);
(d) RFP;
(e) Statutory Declaration by the Consultant (Schedule “SD-Final”);
(f) Clarification Letter(s) of the Consultant (if any), the Clarification Letter bearing the later date having priority; and
(g) Consultant’s Proposal (including the Technical Proposal and Cost of Services Proposal).

The foregoing documents are incorporated into and form part of this Agreement, even if said documents are not physically attached hereto. The Consultant acknowledges receipt of all such documents.

2. PERFORMANCE

(1) The Consultant agrees and covenants, and represents and warrants, to the City and acknowledges that the City is relying on such representations, warranties and covenants in entering into this Agreement, as follows:

(a) to supply and perform the Services, more particularly set forth in Schedule “A” attached hereto, and undertake, perform and complete its undertakings and obligations provided for in this Agreement to the satisfaction of the Division Head in accordance with all the terms and conditions of this Agreement;
(b) to supply and provide, at its sole cost, save as otherwise expressly provided in this Agreement, all necessary equipment, goods, materials, analysis, transportation, accommodation, labour, personnel, technical assistance and incidentals required in performing or supplying the Services, and all overhead expenses in connection therewith;
(c) to supply, perform and provide the Services in a careful, professional, skilful, diligent, timely and workmanlike manner according to the best standards of practice, care, skill and diligence to be expected of professionals and contractors in the performance of services similar to those called for under this Agreement including the use of materials and methods as are properly suited to the function and performance intended;

(d) to make available and employ for the purposes of this Agreement only such persons as are professionally qualified, careful, skilled and experienced in the duties required of them to perform the Services properly and in a competent and professional manner and ensure that every such person is properly and thoroughly trained and instructed;

(e) to ensure that its Personnel, when using any buildings, premises, equipment, hardware or software owned, leased or licensed by the City shall comply with all security policies, regulations or directives relating to those buildings, premises, equipment, hardware or software of which the Consultant has received oral or written notice;

(f) to use, in the performance of the Services, those Personnel specifically named in its Proposal and to not add to or substitute any such Personnel or engage any other subcontractor without the prior written approval of the Division Head. The City reserves the right to require the Consultant to immediately replace any of its Personnel supplying or performing the Services, upon written notice by the Division Head, where such person in the reasonable opinion of the Division Head has performed unsatisfactorily or breached an obligation of the Consultant under this Agreement or has otherwise acted improperly. The City shall not pay any fee or compensation whatsoever in respect of the time required by the replacement for any such Personnel to gain familiarity with the Project.

(g) to be solely responsible for the payment of all its Personnel employed or engaged for the purpose of assisting in or undertaking any of its obligations under this Agreement;

(h) to adhere to the Project time schedule and any amendments thereto approved in writing by the Division Head; and

(i) to comply with and conform to all statutes, laws, by-laws, regulations, requirements, ordinances, notices, rulings, orders, directives and policies (including the City policies referenced in the RFP) of the municipal, provincial and federal governments and any other lawful authority and all court orders, judgments and declarations of a court of competent jurisdiction (collectively referred to as the "Laws"), applicable to the Services to be provided by, and the undertakings and obligations of, the Consultant under this Agreement.

(2) The Consultant represents and warrants that its Personnel and, where applicable, the respective workforce of each are fully qualified to perform the Services and the obligations under this Agreement and hold all requisite licences, rights and other authorizations required by any Laws with respect thereto and all powers, capacities and authorities under its governing legislation. Where required by any Laws, the Personnel shall be duly licensed in performing the Services to the satisfaction of the Division Head.

(3) The Consultant shall ensure that all its Personnel comply with the terms of this Agreement and, in particular without limiting the foregoing, the responsibilities of the Consultant with respect to matters concerning safety, compliance with all Laws and the conduct of the Services.

(4) The Consultant shall co-ordinate the services of all its Personnel in a manner acceptable to the Division Head. The Consultant shall ensure that its Personnel at all times work in a professional, cooperative and collegial manner with City staff and the City’s other consultants. It shall be the Consultant’s responsibility to control and check the Services of all of its Personnel and to ascertain that all Services are performed in accordance with this Agreement.

(5) The Consultant, in providing the Services, shall and is deemed to be an independent contractor and not the agent or employee of the City.
(6) No subcontracting of any part of the Services or this Agreement by the Consultant shall relieve the Consultant of any responsibility for the full performance of all of its obligations under this Agreement. Notwithstanding the approval of any of its Personnel by the City, the Consultant shall be fully responsible for every such Personnel’s activities, works, Services and acts or omissions. Without limiting the generality of any other provision of this Agreement, the Consultant shall be solely responsible and liable to the City for all its costs, losses or damages arising from errors or omissions or non-compliance with this Agreement of or by the Consultant’s Personnel or any of them. The Consultant’s responsibility and liability as set out in this Agreement shall survive the termination or expiry of this Agreement.

3. PAYMENT

(1) The City will pay the Consultant for the Services performed by the Consultant pursuant to this Agreement, in the amounts and manner, and at the times, set forth in Schedule "B" Fees and Expenses hereto attached.

(2) The Consultant shall, even if the rate of payment set forth in Schedule "B" hereto attached is based on an hourly, daily or other time-based rate, perform all of the Services notwithstanding that the value of the time spent by the Consultant in performance thereof exceeds the maximum amount specified in the Schedule, on the basis that neither such rate nor any provision of this Agreement shall relieve the Consultant from performing all the Services or all its undertakings and obligations under this Agreement.

(3) The Consultant agrees to keep and maintain accurate and complete records and accounts related to any costs payable by the City under this Agreement. All such records, including timesheets, correspondence, receipts and memoranda pertaining to the Services shall be available for inspection by any authorized employee or agent of the City at all reasonable times for the purpose of auditing the Consultant's costs and the Consultant shall provide every reasonable assistance for that purpose. Such records shall be kept for a period of 12 months after completion of all of the Consultant’s services in respect to the Project or termination of this Agreement, whichever occurs last.

(4) At the request of the Division Head, the Consultant shall submit to the City, when claiming reimbursement of expenses, except where the RFP does not require disbursements to be itemized and claimed on an individual basis, detailed expense sheets, copies of receipts, and/or per diem documentation, invoices, vehicle travel records and all such documents and materials in respect of such expenses.

(5) Upon completion of all Services pursuant to this Agreement, the Consultant shall submit to the Division Head a statutory declaration attached as Schedule SD-FINAL (Final Payment) to this Agreement, completed by a senior professional engineer (or, where professional engineering services are not performed, a senior professional regulated by a professional body in respect to the Services performed), who is a fully authorized representative of the Consultant, detailing the Services, or part thereof, for which payment is being claimed, itemizing all disbursements claimed at the time of such submission and certifying that such Services have been performed and disbursements claimed in accordance with the provisions of this Agreement. The details of the performance of the Services, or part thereof, to be contained in the statutory declaration shall be satisfactory to the Division Head.

(6) At the time of submission of the final statement or within a reasonable time thereafter, the Consultant shall submit to the Division Head the certificate of an auditor duly licensed under the Public Accounting Act, 2004 to the effect that in his/her opinion the charges set forth in such final statement (exclusive of any Services to be paid on a fixed fee basis) are properly chargeable under this Agreement. Audit reports must be in the format prescribed by The Canadian Institute of Chartered Accountants (CICA). Reports which are not in accordance with current CICA guidelines will not be accepted. The City reserves the right to conduct an audit of the records of the Consultant at the option of the Division Head. In the event that the Services are scheduled to extend or, while not scheduled to do so, do extend beyond a period of two years, audit reports satisfactory to the Division Head shall be required at the end of the second year of Services and on the last day in each subsequent year in which Services are
performed; provided, however, that in the final year of Services, the audit report shall be provided within 60 days of the last day of performance of the Services.

4. CONSTRUCTION LIEN ACT

(1) For the purposes of this section, “supply of services”, “improvement” and “holdback” shall have the same meaning, respectively, as defined by the Construction Lien Act.

(2) Where any part of the Services constitutes a supply of services upon or in respect to an improvement, the City shall retain a holdback as required by the Construction Lien Act from each sum otherwise payable to the Consultant under this Agreement with respect to those Services. The holdback shall be retained, held and released by the City in accordance with the Construction Lien Act.

5. RIGHT OF OWNERSHIP/CONFIDENTIAL INFORMATION

(1) Any item, including tangible and intangible property, created, prepared or purchased by the Consultant or any person on its behalf in connection with the Services or this Agreement and charged to the City’s account, including all original written materials, programs, card decks, tapes, disks, listings, books, reports, drawings, maps plans, and all other documents, items, materials and information,

(a) is and shall be deemed and shall remain the sole and absolute property of the City, including all copyright therein and rights of use and reproduction, without the payment of any additional compensation by the City to the Consultant; and

(b) shall be delivered to the Division Head upon completion of the Services or other termination of this Agreement, whichever occurs first, or as otherwise directed by the Division Head.

(2) All proprietary rights in, connected with or arising out of, the ideas, concepts, know-how, techniques, computer data or programming developed by the Consultant or the Consultant’s Personnel, or by the Consultant or the Consultant’s Personnel and the City and its personnel jointly, during the course of this Agreement relating to the Services provided under this Agreement shall be the sole and absolute property of the City and shall be treated as trade secrets to which the City alone is entitled, with the concomitant duty of confidentiality and non-disclosure. The Consultant shall obtain all necessary assignments of copyright and waivers of moral rights in all Services and related goods to be delivered to the City in accordance with this Agreement and shall provide satisfactory proof thereof to the Division Head upon request.

(3) The Consultant acknowledges that any item, document or other matter which is the property of the City, or in which the City has proprietary rights, pursuant to subsections (1), (2) and (3) of this section and the information contained therein are the property of the City having been developed in confidence for the City for its own and sole use.

(4) Any documents, data or other information obtained from the City or prepared by the Consultant for the City shall be disclosed only to those of the Consultant’s employees, agents or subcontractors who have a “need to know” for purposes of assisting the Consultant in the performance of the Services.

(5) The Consultant shall not use, disclose, disseminate or reproduce or in any way making known to third parties or to the public any Confidential Information of the City communicated to or acquired by the Consultant in the course of carrying out the Services, except:

(a) as may be strictly required for the purposes of carrying out the Services, or

(b) as expressly permitted in advance by the City in writing, or

(c) as may be required by law to be disclosed pursuant to a court or tribunal order or other legal compulsion and, if so compelled, the Consultant shall only furnish the portion of the City Confidential Information that it is legally required to furnish. Where the Consultant is required by law to disclose any such documents, data or information, the Consultant shall promptly notify the Division Head upon such legal requirement being imposed to permit the City an opportunity to seek an order or other remedy to prohibit or restrict such disclosure.
(6) The Consultant shall deliver to the Division Head, upon completion of the Services, any computer data or program used by the Consultant in performing the Services and paid for by the City, subject to any third party proprietary rights with respect to any computer data or program used by the Consultant but which was developed by a third party with resources unrelated to this Agreement which may be purchased or licensed directly by the City, at the City’s option.

(7) The Consultant shall return forthwith and without demand all Confidential Information of the City as may be in documentary form or recorded electronically or otherwise upon the termination of its Services.

(8) Any reports or other documentation delivered to the City by the Consultant shall become the property of the City and may be subject to disclosure under the terms of the Municipal Freedom of Information and Protection of Privacy Act, R.S.O. 1990, c.M.56 (the “MFIPPA”). While the City is not responsible for the interpretation of any of the provisions of MFIPPA, if the Consultant believes that any part of the reports or other documentation delivered to the City reveals any trade secret, intellectual property right or any scientific, technical, commercial, financial or other similar information belonging to the Consultant and the Consultant wishes the City to attempt to preserve the confidentiality of the trade secret, intellectual property right or information, the trade secret, intellectual property right or information must be clearly and specifically designated as confidential.

6. INSURANCE

(1) The Consultant agrees to purchase and maintain in force, at its own expense, the policies of insurance and coverages set out in the RFP for the duration of this Agreement, except in the case of professional liability (errors and omissions) insurance which shall be maintained for a period ending no sooner than two (2) years after the termination of this Agreement or the completion of the Project, whichever occurs last. Such insurance shall be in accordance with the requirements of the RFP and be provided by an insurer licensed to carry on the business of an insurer in Ontario and acceptable to the City. The Consultant shall provide the City with certificates of insurance as proof of such coverage, in a form acceptable to the City in accordance with the RFP, originally signed by the insurer or its authorized agent and delivered to the City prior to the execution of this Agreement and the commencement of the Consultant’s Services.

(2) Prior to the execution of this Agreement and the commencement of the Consultant’s Services, the Consultant shall also provide the City with proof of professional liability insurance maintained by any subcontractor engaged by the Consultant in relation to the Services, where such subcontractor is under a professional obligation to maintain the same, in a form and with an insurer acceptable to the City.

(3) The City reserves the right to require the Consultant to purchase additional insurance coverage or alter existing insurance coverage as the City’s Manager of Insurance & Risk Management may reasonably require. The City agrees to pay the reasonable incremental cost to the Consultant of such additional insurance or any increase in existing coverages, where applicable. Provided, however, the City’s obligation to pay any incremental cost shall not include any costs attributable to risk factors unrelated to the increase of coverage requested by the City, including the Consultant’s claims history, or any costs that exceed generally available market prices for such coverages available to consultants providing like services. The Consultant shall obtain the prices for such coverage changes and provide same to the City.

(4) Any premiums due on any insurance policy under this section but not paid by the Consultant may be paid directly to the insurer(s) or broker(s) by the City, which shall be entitled to deduct the amount of same along with its reasonable costs in so doing from any monies otherwise due to the Consultant by the City either under this Agreement or otherwise.

(5) To ensure there is no gap in coverage, the Consultant shall provide original signed Certificates evidencing renewals or replacements to the City prior to the expiration date of the original policies, without notice or request by the City.
(6) The Consultant agrees that insurance policies may be subject to reasonable deductible amounts, which deductible amounts shall be borne by the Consultant. The certificates of insurance must include details of the insurance coverage, exclusions, deductibles and any conditions of coverage.

(7) The Consultant shall bear all costs, expenses, losses and damages of its own and those of the City which may arise as a result of the Consultant failing to or delaying in promptly complying with this section.

7. WORKPLACE SAFETY AND INSURANCE ACT

The Consultant shall be in good standing with the Workplace Safety and Insurance Board (“WSIB”) throughout the term of this agreement. If requested by the [General Manager/Executive Director/etc.] or his designate, the Consultant shall produce certificates issued by the WSIB to the effect that they have paid in full their assessment based on a true statement of the amount of payrolls. If the Consultant is considered by WSIB to be an independent operator without coverage, the Consultant shall provide a letter to that effect from the WSIB.

8. INDEMNITIES

(1) The Consultant shall indemnify and save harmless the Indemnitees from and against any and all Claims resulting from:

(a) any breach, violation or non-performance by or on behalf of the Consultant of any covenant, obligation or agreement of the Consultant contained in this Agreement, including any express or implied warranty;

(b) any negligent acts, errors or omissions or wilful misconduct by or on behalf of the Consultant relating to the Services to be provided under this Agreement;

(c) any acts performed by or on behalf of the Consultant beyond the authority of the Consultant hereby conferred, whether negligent or otherwise;

(d) any inaccuracy in or breach of any of the representations or warranties of the Consultant contained in this Agreement;

(e) any preserved or perfected lien under the Construction Lien Act filed or made on account of the Services performed under this Agreement, provided that such liens are not the direct result of the default in payment by the City to the Consultant of amounts properly due under this Agreement. The Consultant shall cause any such lien or claim which may be filed or made to be released, vacated or otherwise discharged within 5 days of obtaining notice of the lien or claim or from receipt by the Consultant of written notice from the City. If the Consultant fails to release, vacate or discharge any such lien or claim, then the City may, but is not obligated to, obtain a discharge or release of the lien or claim or otherwise deal with the lien or claim, and the Consultant shall pay all reasonable costs and expenses, including reasonable legal fees, incurred by the City in so doing;

(f) any infringement or alleged infringement of any patent, trade secret, service mark, trade name, copyright, official mark, moral right, trademark, industrial design or other proprietary rights conferred by contract, common law, statute or otherwise in respect to the Services or any matter provided to the City or performed by the Consultant, or anyone else for whom at law it is responsible.

(2) The Consultant shall pay all reasonable costs, expenses and legal fees that may be incurred or paid by the Indemnitees in connection with any Claim with respect to a matter for which the Consultant is obligated to indemnify the Indemnitees pursuant to this section, provided that the indemnity obligations of the Consultant under this section shall not extend to loss or damage attributable to the negligence or wilful misconduct of any Indemnitee to the extent that such Indemnitee’s negligence or wilful misconduct caused the loss or damage.

(3) In the event any Claim is asserted in respect to which an Indemnitee is entitled to indemnification under this section, and without prejudice to any other right or remedy the City may have, the City shall be entitled to deduct or withhold a reasonable sum on account of such Claim, including reasonable legal costs, from monies owed or payable by the City to the Consultant under this Agreement pending the final determination or settlement of any such Claim. In the event (i) the Consultant is, becomes, or is
deemed to be bankrupt or an insolvent person pursuant to the Bankruptcy and Insolvency Act (Canada); (ii) the Consultant makes a general assignment for the benefit of creditors; or (iii) a receiver or interim-receiver is appointed with respect to some or all of the Consultant's business, assets, or property, then the City shall be entitled, without prejudice to any other right or remedy the City may have, to further deduct or withhold a reasonable sum on account of such Claim, including reasonable legal costs, from any monies owed or payable by the City to the Consultant under the Project or any other agreement or account. The provisions of this subsection shall not apply in the event that such Claim is otherwise fully provided for under any insurance provided by the Consultant to or for the benefit of the City.

(4) This section shall survive the expiration or earlier termination of this Agreement.

9. DEFAULT & TERMINATION

(1) The following shall constitute, without limitation, Acts or Events of Default ("Default") by the Consultant:

(a) where the Consultant fails or neglects to commence the Services within ten (10) Working Days of a formal direction by the Division Head to commence;

(b) where the Consultant fails or neglects to proceed, once commenced, with the provision of Services diligently and at a rate of progress that, in the reasonable opinion of the Division Head, will ensure entire completion of the Services within the time provided for in the Agreement or where the City reasonably determines that the Consultant has abandoned its duties with respect to this Agreement;

(c) where the Consultant fails or neglects to complete the Services within the time limit(s) under this Agreement;

(d) where the Consultant has made any material misrepresentation in respect to this Agreement or any part thereof;

(e) where the Consultant fails to comply with and maintain in good standing any insurance policies and coverages, securities, professional certificates, permits, licences or approvals required by this Agreement or commits any acts or omissions that, in the opinion of the Division Head, jeopardizes or may jeopardize these policies, securities, certificates, permits, licences or approvals;

(f) where the Consultant fails or refuses to correct, rectify or remedy any unsatisfactory or defective Services, when so ordered by the City in writing, or fails to prosecute the Services with the required skill and diligence;

(g) where the Consultant fails to comply with any Law applicable to the Services;

(h) where the Consultant subcontracts the whole or any part of this Agreement or the Services or makes an assignment of this Agreement or the Services thereunder or any part thereof, without the prior written consent of the City;

(i) where a lien arises with respect to the Services undertaken by the Consultant under the Agreement and remains unpaid by the Consultant after demand to pay therefore, unless vacated or discharged and released by payment into a court of competent jurisdiction or otherwise, within Five (5) Working Days of such demand, save and except a valid and proper lien of the Consultant registered against the property affected by the Agreement;

(j) where any of the goods, chattels or effects of the Consultant shall at any time during the Term be seized or taken in execution of attachment; or if a writ of execution shall be issued against the goods, chattels or effects of the Consultant; or if the Consultant shall make any assignment for the benefit of creditors; or if the Consultant shall be adjudged bankrupt or insolvent, commit any act of bankruptcy or insolvency or make any proposal under or take advantage of any of the provisions of any act or statutes whatsoever that may be in force regarding bankrupt or insolvent debtors or debtors who are not able to or do not pay their debts promptly and in full; or if a receiving order or winding up order shall be made against or in respect of the Consultant; or if any actions or proceedings shall be taken to wind up, dissolve or liquidate the Consultant or its assets by, against or in respect of the Consultant; or where a resolution is passed or any other act undertaken for the winding up of the Consultant; or a receiver, manager or trustee is appointed in
respect of the business or assets of the Consultant, or any part of thereof, by a court of
competent jurisdiction, or under an agreement;

(k) where the Consultant ceases or threatens to cease to carry on its business, or where the
Consultant makes or agrees to make a bulk sale of its assets; or defaults in payment of any
indebtedness or liability to a chartered bank or other lending institution, whether secured or not;
and

(l) where the Consultant fails to comply with or observe or perform, or breaches or violates, any
material provision, term, covenant, warranty, condition and/or obligation of the Agreement.

(2) In the event that the Consultant has committed a Default or a Default has occurred, the Division Head
may provide written notice ("Default Notice") to the Consultant to the effect that if the Consultant does
not completely remedy the Default to the satisfaction of the Division Head within Five (5) Working
Days of delivery of the Default Notice or otherwise expressly granted in writing by the Division Head
in his or her absolute discretion, then the Division Head may, in his/her sole discretion, on the behalf
of the City:

(a) suspend the performance of the Agreement by the Consultant and either perform the Services on
a temporary basis itself or engage another consultant to perform the Services on a temporary
basis;
(b) terminate the Agreement and/or the Services of the Consultant immediately by giving notice to
that effect to the Consultant;
(c) cease all payments to the Consultant, save for the payment of those Services, if any, that have
been furnished by the Consultant to the satisfaction of the Division Head up to the time of such
termination and that have not yet been paid by the City (the Consultant shall have no claim of any
kind otherwise against the City), subject to any rights or remedies the City may have against the
Consultant;
(d) enforce any performance security provided by the Consultant or deduct or set-off from funds
retained under such performance security or otherwise held, but such enforcement shall not
preclude the City from recovering any further amounts or damages incurred by the City as a
result of the Default by the Consultant;
(e) engage another consultant to complete the Project or may itself complete the Project, without
further liability to the Consultant,
(f) where the City performs or engages another consultant to perform the Services, either on a
temporary basis or otherwise, the City may employ such means as the Division Head may deem
necessary or advisable to complete the Services to his satisfaction with such changes therein as
in the Division Head's opinion are necessary or advisable by reason of the Consultant's Default,
or any combination of the foregoing.

(3) Notwithstanding subsection (2) of this section and without prejudice to or foregoing any other right,
privilege or remedy of the City, in the event that any emergency services are necessitated as a result
of the Default of the Consultant, such services may be undertaken immediately, without notice, by the
City and all reasonable costs incurred by the City arising from such emergency or as a result of such
emergency services shall be borne by the Consultant and payable forthwith upon written demand by
the City, with particulars of the emergency and services necessitated thereby, and the City shall have
no liability to the Consultant for any loss or damage or compensation whatsoever resulting from such
action by the City.

(4) In addition to the rights and remedies in subsection (2) and (3) of this section, if the City terminates
the Consultant's Services in whole or part, as a result of a Default by the Consultant, the City may but
is not obliged to:
(a) take possession of and utilize any items, goods, material and equipment of the Consultant
devoted to that part of the Services terminated, within the Project site, which is intended to be
utilized in the Services, subject to the secured rights of third parties;
(b) withhold further payments to the Consultant with respect to the Services or the portion of the
Services withdrawn from the Consultant until the Services or portion thereof withdrawn are
completed to the satisfaction of the Division Head;
(c) charge the Consultant the additional cost over the Consultant's Proposal price for completing the
Services or portion thereof withdrawn from the Consultant;
(d) charge the Consultant a reasonable allowance, as determined by the Division Head, to cover
correction to the Services performed by the Consultant that may be required;

(e) charge the Consultant for any costs and damages the City may have sustained as a result of the Default; and

(f) charge the Consultant the amount by which the cost of corrections to the Services exceeds the allowance provided for such corrections, or any combination of the foregoing.

(5) The Consultant's obligation under this Agreement as to quality, correction and warranty of the Services, performed prior to the time of termination of this Agreement or termination of the Consultant's right to continue with the Services in whole or in part, shall continue to be in force after such termination.

(6) In addition to the foregoing rights of the City, the Division Head may, at his or her sole option and upon providing not less than ten (10) Working Days' prior written notice to the Consultant, elect to suspend the Services for up to ninety (90) calendar days or discontinue the Services and terminate this Agreement for any reason. In such an event, the Consultant shall have no claim, including for any loss or damages, against the City except for payment for such of the Services as have been satisfactorily performed by the Consultant to the satisfaction of the Division Head to the date of notice of the suspension or discontinuance of Services, subject to any rights or remedies the City may have against the Consultant. The Consultant shall immediately suspend or discontinue the Services, as the case may be, on the date and to the extent specified in the notice and place no further orders for materials or services for the terminated portion of the Services. In the event of a discontinuance of Services, termination shall become effective on such date as shall be stated in the City's notice.

(7) The rights and remedies provided in this section given to the City are distinct, separate and cumulative, may be exercised at any time and from time to time independently or in combination, are in addition to all other legal, equitable or statutory rights, privileges and remedies to which the City is otherwise entitled, as well as any other rights and remedies stipulated in this Agreement, and the exercising or taking of any one right or remedy shall not preclude the exercising or taking of any other rights or remedies.

10. NON-WAIVER

No condoning, excusing or overlooking by the City or any of its representatives of any Default by the Consultant at any time or times in respect of any provision contained in this Agreement shall operate as a waiver of the City's rights under this Agreement in respect of any continuing or subsequent Default or so as to defeat or affect in any way the rights of the City under this Agreement in respect of any such continuing or subsequent Default. No waiver shall be inferred from or implied by anything done or omitted by the City or any of its representatives and no waiver of any rights of the City shall be effective unless expressly provided in writing by an authorized representative of the City.

11. SET-OFF

In addition to any other remedies the City may have under this Agreement, the City shall have the right to set-off, withhold, retain or deduct from amounts due or owing by the City to the Consultant under the Project an amount sufficient to cover any monetary Claims or other amount due or owing from time to time, or portions thereof, by the Consultant to the City, including any amount owing to the City pursuant to the Consultant's indemnification of the City under this Agreement.

12. OCCUPATIONAL HEALTH & SAFETY

(1) The Consultant shall comply with all federal, provincial or municipal occupational health and safety legislative requirements, including, and without limitation, the Occupational Health and Safety Act, R.S.O., 1990 c.0.1 and all regulations thereunder, as amended from time to time (collectively the "OHSA").

(2) Nothing in this section shall be construed as making the City the "employer" (as defined in the OHSA) of any workers employed or engaged by the Consultant for the Services, either instead of or jointly with the Consultant.
(3) The Consultant agrees that it will ensure that all subcontractors engaged by it are qualified to perform the Services and that the employees of subcontractors are trained in the health and safety hazards expected to be encountered in the Services.

(4) The Consultant acknowledges and represents that:

   (a) The workers employed to carry out the Services have been provided with training in the hazards of the Services to be performed and possess the knowledge and skills to allow them to work safely;

   (b) The Consultant has provided, and will provide during the course of this agreement, all necessary personal protective equipment for the protection of workers;

   (c) The Consultant’s supervisory employees are competent, as defined in the OHSA, and will carry out their duties in a diligent and responsible manner with due consideration for the health and safety of workers;

   (d) The Consultant has in place an occupational health and safety policy in accordance with the OHSA; and

   (e) The Consultant has a process in place to ensure that health and safety issues are identified and addressed and a process in place for reporting work-related injuries and illnesses.

(5) The Consultant shall provide, at the request of the [General Manager/Executive Director/etc.] or his designate, the following as proof of the representations made in subsections 4(a) and 4(d) of this section:

   (a) documentation regarding the training programs provided or to be provided during the Services (i.e. types of training, frequency of training and re-training); and

   (b) the occupational health and safety policy.

(6) The Consultant shall immediately advise the [General Manager/Executive Director/etc.] or his designate in the event of any of the following:

   (a) A critical injury that arises out of Services that is the subject of this agreement;

   (b) An order(s) is issued to the Consultant by the Ministry of Labour arising out of the Services that is the subject of this agreement;

   (c) A charge is laid or a conviction is entered arising out of the Services that is the subject of this agreement, including but not limited to a charge or conviction under the OHSA, the Criminal Code, R.S.C 1985, c. C-46, as amended and the Workplace Safety and Insurance Act, 1997, S.O. 1997, c. 16, Sched. A, as amended.

(7) The Consultant shall be responsible for any delay in the progress of the Services as a result of any violation or alleged violation of any federal, provincial or municipal health and safety requirement by the Consultant, it being understood that no such delay shall be a force majeure or uncontrollable circumstance for the purposes of extending the time for performance of the Services or entitling the Consultant to additional compensation, and the Consultant shall take all necessary steps to avoid delay in the final completion of the Services without additional cost to the City.

(8) The parties acknowledge and agree that employees of the City, including senior officers, have no authority to direct, and will not direct, how employees, workers or other persons employed or engaged by the Consultant do work or perform a task that is the subject of this agreement.
9. The Consultant:

(a) must, immediately upon the execution of this Agreement and prior to commencement of the Services, forward to the Division Head a copy of the Material Safety Data Sheets (the “MSDS”) for each hazardous material (as defined in the OHSA) to be used in the performance of the Services;

(b) shall not bring onto the work site any hazardous material, as defined in the OHSA, without first obtaining the prior written authorization of the Division Head and maintaining at the Project site a copy of the relevant MSDS readily accessible to all workers, Consultant’s Personnel and City personnel;

(c) shall not remove or interfere with any "designated substance" as defined by the OHSA, except in full compliance with the OHSA and after notifying the Division Head; and

(d) shall, following discovery that any designated substance has been removed or interfered with other than in compliance with subsection (c) of this section, forthwith report same to the Division Head and ensure that no further non-compliant removal or interference occurs.

13. SCHEDULES

The following Schedules attached to this Agreement shall constitute an integral part of this Agreement and all expressions defined in this Agreement shall have the same meanings in such Schedules, unless expressly provided otherwise in such Schedules:

<table>
<thead>
<tr>
<th>Schedule</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>&quot;A&quot;:</td>
<td>Professional Consulting Services</td>
</tr>
<tr>
<td>&quot;B&quot;:</td>
<td>Fees and Expenses</td>
</tr>
<tr>
<td>&quot;SD-FINAL&quot;:</td>
<td>Statutory Declaration</td>
</tr>
<tr>
<td>&quot;C&quot;:</td>
<td>Consultant's Cost of Services Proposal</td>
</tr>
<tr>
<td>&quot;D&quot;:</td>
<td>Clarification Letter(s) of the Consultant (if any)</td>
</tr>
</tbody>
</table>

The RFP, the Addenda (where applicable) and the Consultant’s Proposal are incorporated by reference into this Agreement as if they were set out in this Agreement in their entirety and form part of this Agreement, even if said documents are not physically attached hereto. The Consultant acknowledges receipt of such documents.

14. SUCCESSORS AND ASSIGNS

1. This Agreement and all terms, covenants, conditions and provisions herein shall be binding upon and shall enure to the benefit of the City and the Consultant and their respective permitted assigns, successors and legal representatives.

2. Except as expressly permitted in this Agreement, the Consultant shall not:

   (a) assign, transfer or encumber in any manner or part this Agreement without the prior written consent of the City; or

   (b) subcontract any Services under this Agreement or any part thereof to a third party or change any approved subcontractor without the prior written consent of the Division Head.

3. No assignment or subcontracting shall, in any circumstances, relieve the Consultant of its responsibilities, obligations and liabilities under this Agreement.
15. AGREEMENT IN WRITING

No verbal arrangement or agreement relating to the Services will be of any force or effect unless it is in writing and signed by duly authorized representative(s) of the City. The City shall not be bound by any oral communication or representation whatsoever, including but not limited to any instruction, amendment or clarification of this Agreement or any of the documents comprising this Agreement, or any representation, information, advice, inference or suggestion, from any person (including but not limited to an elected official, employee, agent, independent consultant or any other person acting on the behalf of or at the direction of the City or other representative of the City) concerning this Agreement, any of the documents comprising this Agreement, or any other matter concerning this Agreement. Where in this Agreement a reference is made to the express written agreement, approval or consent of the City or the Division Head, it shall be understood that the City or Division Head shall not be deemed or construed to have agreed to any stipulation, specification, exclusion, limitation or other term or condition that deviates from a provision set out in this Agreement, unless that deviation is expressly confirmed in a written and express amendment to this Agreement.

No officer, employee, representative or agent of the City is authorized to orally alter any portion of this Agreement. The City shall not be bound by any written representation whatsoever concerning this Agreement unless executed by the person designated and authorized in accordance with this Agreement or in accordance with a direction or authorization of City Council. The Consultant releases and waives all claims whatsoever in negligence, in equity or otherwise with respect to any oral or unauthorized representations or communications.

16. ENTIRE AGREEMENT

The documents comprising this Agreement are complementary and what is required by any part thereof shall be considered as being required by the whole. This Agreement, as may be amended from time to time by the written agreement of the parties in accordance with the terms herein, contains the entire agreement between the parties hereto with respect to the subject matters hereof. It is agreed that there is no representation, warranty, collateral contract or condition affecting this Agreement except as expressed in it. No amendment, modification or supplement to this Agreement shall be valid or binding unless set out in writing and executed by the parties hereto.

17. GOVERNING LAW

This Agreement shall be governed by, subject to and construed in accordance with the laws of the Province of Ontario and the laws of Canada, as applicable to the matters herein. Any action or other legal proceeding arising under or with respect to this Agreement (including any motion or other interlocutory proceeding) shall be brought in a Court or a tribunal, whichever may be applicable, sitting in Toronto, Ontario. In the event that there is no applicable Court or tribunal sitting in Toronto, the proceeding shall be brought in the court (or other forum) of competent jurisdiction nearest to the City of Toronto within the Province of Ontario. The Consultant and the City each irrevocably submit to the exclusive jurisdiction of the courts of the Province of Ontario in accordance with the foregoing.

18. SURVIVAL

In addition to any obligations set forth in this Agreement that by their nature survive the completion of the Services or termination of this Agreement, those obligations set out in ss. 2(1)(g) and 2(6) [liability for and payment of Consultant’s Personnel], ss. 3(3) [retention of records], s. 5 [Rights of Ownership/Confidential Information], s. 6 [Insurance], ss. 7(2) [Workers’ Compensation Claims], s. 8 [Indemnities], s. 9 [Default/Termination], s. 11 [Set-Off], ss. 12(7) [OHSA indemnity], s. 14 [Successors and Assigns], s. 15 [Agreement in Writing] and s. 17 [Governing Law] or otherwise expressly intended to survive shall continue to bind the Consultant notwithstanding the completion of all or part of the Services and payment therefore in accordance with this Agreement or the termination of this Agreement.
19. SEVERANCE WHERE PROVISION ILLEGAL, ETC.

If any provision of this Agreement or the application thereof to any person or circumstances is found to be invalid, unenforceable or void by any court or tribunal of competent jurisdiction, such provision shall be deemed severable and all other provisions of this Agreement shall be deemed to be separate and independent therefrom and continue in full force and effect unless and until similarly found invalid, void or unenforceable. The remaining provisions of this Agreement and its application to any person or circumstances shall not be affected thereby, but this severance provision shall apply only insofar as the effect of that severance is not to change the fundamental nature of the obligations assumed respectively by the City and Consultant.

20. FURTHER ASSURANCES

The Consultant agrees that it will do all such acts and execute all such further documents, conveyances, deeds, assignments, transfers and the like, and will cause the doing of all such acts and the execution of all such further documents (including waivers of moral rights) as are within its power to cause the doing or execution of, as the City may from time to time reasonably request, in writing, and as may be necessary or desirable to give full effect to this Agreement.

21. NOTICES

Any demand or notice to be given pursuant to this Agreement shall be duly and properly made and given if made in writing and delivered to the party for whom it is intended at the address as set out below, either personally, by facsimile or by means of prepaid registered mail addressed to such party as follows:

(1) in the case of the City:

City of Toronto
[ENTER Division Head]
[ENTER Division Head’s Address]
Attention: [ENTER contact person]

(2) in the case of the Consultant:

[ENTER Consultant’s name and address]
Attention: [ENTER contact person]

or to such other addresses as one party may from time to time notify the other party in writing, and any demand or notice so made or given shall be deemed to have been duly and properly given and received on the day on which it was personally delivered or, if delivered by facsimile, shall be deemed to be delivered as of the next Business Day following the date of transmission (provided a confirmation of transmission receipt is issued) or, if mailed, then, in the absence of any interruption in postal service in the City of Toronto affecting the delivery or handling thereof, on the day following three (3) full Business Days following the date of mailing.
IN WITNESS WHEREOF the City and the Consultant have hereunto affixed their respective corporate seals attested to by the hands of their proper officers in that behalf duly authorized.

SIGNED, SEALED AND DELIVERED

in the presence of:

CITY OF TORONTO

City Clerk [delete where not required]

[enter Consultant’s Full Legal Name]

Name: ______________________________
Title: ______________________________

I/We have authority to bind the Corporation.

Approved As To Form

Confirmed by Division Head: ______________________________

Alternate Wording #1: Authorized by Division Head pursuant to Municipal Code Chapters 71 and 195.

Alternate Wording #2: Authorized by Minute No. [ENTER #] of the Bid Committee on the ___ day of ____________.

Alternate Wording #3: Authorized by name of standing Committee, Item No. [ENTER #] as adopted by City of Toronto Council on the ___ day of ____________.
SCHEDULE “A”

PROFESSIONAL CONSULTING SERVICES

Subject to the provisions of this Agreement, the Consultant shall provide the Services more particularly described in this Schedule for the Project, ensuring that the project approach, staffing, organization, methodology and schedule are in accordance with the RFP and the Consultant’s Proposal.

Services:

[USE where Services all in one Agreement]

The Consultant shall provide and undertake the following Services for the Project:

[insert Brief Description of Services to be performed under this Agreement – See following examples:]

- Preliminary Design and Detailed Design for the Project [DELETE if not applicable]
- Services during construction including office and site supervision services, testing and commissioning [DELETE if not applicable]
- Post-Construction Services for the Project [DELETE if not applicable]

including those Services identified in:

- Sections 2 and 3, Appendix A.1, Appendix A.4 and Appendix A.5 of the RFP; and [INSERT applicable Appendices for the Services]
- the Consultant’s Technical Proposal. For further clarity, Optional Items included in the Consultant’s Proposal shall not be included in the Services unless identified as a Provisional Item in this Schedule.

and, without limiting the foregoing, those related professional services and responsibilities otherwise detailed in the RFP and this Agreement in the nature of a general or specific responsibility of the Consultant related to the Project.

[USE for Preliminary and Detailed Design Services Agreement]

The Consultant shall provide and undertake the following Services for the Project:

- Preliminary Design and Detailed Design for the Project

including those Services identified in:

- Sections 2, 3.1, 3.2, 3.3, 3.4 and 3.8, Appendix A.1, Appendix A.4 and Appendix A.5 of the RFP; and [INSERT correct Section & Appendix references from RFP]
- the Consultant’s Technical Proposal. For further clarity, Optional Items included in the Consultant’s Proposal shall not be included in the Services unless identified as a Provisional Item in this Schedule.

and, without limiting the foregoing, those related professional services and responsibilities otherwise detailed in the RFP and this Agreement in the nature of a general or specific responsibility of the Consultant related to the Project, save and except services during construction (including site supervision services, testing and commissioning) and post-construction service set out in sections 3.5, 3.6 and 3.7 and Appendix A.6 and Appendix A.7, of the RFP which are subject to two further separate agreements (which may include a purchase order for post-construction services). [INSERT correct Section & Appendix references from RFP]
The Consultant shall provide and undertake the following Services for the Project:

- Services during construction including site supervision services, testing and commissioning including those Services identified in:
  - Sections 2, 3.1, 3.2, 3.5, 3.6 and 3.8, Appendix A.1, Appendix A.6 and Appendix A.7 of the RFP; and [INSERT correct Section & Appendix references from RFP]
  - the Consultant’s Technical Proposal. For further clarity, Optional Items included in the Consultant’s Proposal shall not be included in the Services unless identified as a Provisional Item in this Schedule.

and, without limiting the foregoing, those related professional services and responsibilities otherwise detailed in the RFP and this Agreement in the nature of a general or specific responsibility of the Consultant related to the Project, save and except preliminary design and detailed design services and post-construction services set out in sections 3.3, 3.4 and 3.7 and Appendix A.4 and Appendix A.5 of the RFP which are subject to two separate agreements (which may include a purchase order for post-construction services). [INSERT correct Section & Appendix references from RFP]

Provisional Items:
In addition to the foregoing, the Consultant shall provide the following Provisional Items set out in the Consultant’s Proposal, if and when required by the Division Head:

- [INSERT, as applicable]
- [INSERT, as applicable]
- [INSERT, as applicable]

Throughout the Project, the Consultant shall work collaboratively with the City staff. The Consultant shall ensure that sufficient time and resources are allocated to allow for City’s input into decision-making processes, that the City’s concerns are adequately addressed and that all Services are coordinated with the other active associated projects as required.

The Consultant shall provide any Additional Services, if and as may be required by the City, upon the prior written authorization to proceed with such Additional Services from the Division Head. The fees and expenses for any such Additional Services are subject to the approval of the Division Head, in his/her sole discretion; and, if approved, shall be paid under the contingency allowance (where applicable) provided for in Schedule “B” - Fees and Expenses to this Agreement.
SCHEDULE “B”

FEES AND EXPENSES

1. Notwithstanding anything to the contrary in this Agreement, the total fees and disbursements (including overhead and all taxes) for all Services to be provided by the Consultant under this Agreement, including any authorized Provisional Items and Additional Services, shall not exceed a maximum price of $000,000.00 (the “Maximum Agreement Price”).

2. The Consultant’s fees and disbursements are set out in its Cost of Services Proposal attached as Schedule C, as modified by any Clarification Letter(s).

2. The Consultant’s fees and disbursements are comprised of the following:

<table>
<thead>
<tr>
<th>Service Deliverables</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>A. BASE SERVICE DELIVERABLES :</strong></td>
<td></td>
</tr>
<tr>
<td>[INSERT Type of Service – e.g. Preliminary Design]</td>
<td>$000,000.00</td>
</tr>
<tr>
<td>[INSERT Type of Service – e.g. Detailed Design]</td>
<td>$000,000.00</td>
</tr>
<tr>
<td>Disbursements</td>
<td>$000,000.00</td>
</tr>
<tr>
<td><strong>BASE DELIVERABLES SUB-TOTAL:</strong></td>
<td>$000,000.00</td>
</tr>
<tr>
<td><strong>B. PROVISIONAL ITEMS: (WHERE APPLICABLE AND AUTHORIZED)</strong></td>
<td></td>
</tr>
<tr>
<td>[INSERT Item]</td>
<td>$000,000.00</td>
</tr>
<tr>
<td>[INSERT Item]</td>
<td>$000,000.00</td>
</tr>
<tr>
<td>[INSERT Item]</td>
<td>$000,000.00</td>
</tr>
<tr>
<td><strong>PROVISIONAL ITEMS SUB-TOTAL:</strong></td>
<td>$000,000.00</td>
</tr>
<tr>
<td><strong>C. CONTINGENCY ALLOWANCE FOR ADDITIONAL SERVICES: (WHERE APPLICABLE AND AUTHORIZED)</strong></td>
<td>$000,000.00</td>
</tr>
<tr>
<td>Maximum Agreement Price for Services (exclusive of GST)</td>
<td>$000,000.00</td>
</tr>
<tr>
<td>GST @ 5%</td>
<td>$00,000.00</td>
</tr>
<tr>
<td><strong>Maximum Agreement Price for Services (inclusive of GST)</strong></td>
<td>$000,000.00</td>
</tr>
</tbody>
</table>

3. An amount of $000,000.00 (inclusive of all fees, disbursements and taxes) is reserved as an allowance for Provisional Items, where authorized by the Division Head. [DELETE where not applicable]

4. An amount of $000,000.00 (inclusive of all fees, disbursements and taxes) is reserved as a contingency allowance for Additional Services which may arise during the course of the Project, where authorized by the Division Head. [DELETE where not applicable]

5. The initial estimated cost of Service deliverables or tasks may be adjusted during the Agreement by mutual agreement between the City and the Consultant, provided that the total cost of Services under this Agreement is not greater than the Maximum Agreement Price.
6. Provisional Items and Additional Services shall only be provided on an "as and when requested" basis. The City shall not be responsible for the payment of any Provisional Item or Additional Services unless those services have been authorized and assigned to the Consultant by prior written approval of the Division Head. If and upon being authorized, the Consultant shall proceed forthwith to supply the Provisional Item(s) or Additional Service(s), as the case may be, in accordance with: (i) the provisions of this Agreement; (ii) the terms of such authorization; and (iii) in the case of Provisional Items, the price set out in the Consultant’s Proposal; or in the case of Additional Services, the applicable unit rates or prices or lump sum amount set out in the Consultant’s Proposal or otherwise agreed to in writing by the Consultant and the Division Head, as the case may be.

7. If any Services under this Agreement are included by the Consultant in a progress claim as partially or fully completed, but are not completed in accordance with this Agreement, the City may withhold from payment the total amount payable, or a part thereof, for those Services until they are completed or corrected to the full satisfaction of the Division Head, and the Division Head shall notify the Consultant in writing of its action and the reason for same.

8. The City shall pay the Consultant on a monthly basis, within forty-five (45) days of the City’s receipt of the Consultant’s invoice properly prepared to show details of the portion of the Services accomplished and the hours expended by the Consultant’s Personnel to carry out the Services covered by the said invoice.

9. All or part of the aforementioned amounts are to be paid by the Consultant on a timely basis to any other firm and/or personnel which assists the Consultant in performing part or all of the Services, and the Consultant shall advise the Division Head when such payments by the Consultant have all occurred. It is agreed and understood that the City will not pay any firm and/or personnel other than the Consultant for the Services and that it is the Consultant’s responsibility to pay all the other firms and personnel.

10. The Consultant’s fees and disbursements shall be in accordance with the Consultant’s Cost of Services Proposal and shall not exceed the specified Maximum Agreement Price with respect to the Services under this Agreement. Subject to section 7 (Cost of Services) of the RFP, the payment for Services and authorized Additional Services shall be paid in accordance with the following:

<table>
<thead>
<tr>
<th>(a)</th>
<th>Time of Principals, Senior Officers, Specialists</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>For time-based services, Personnel specifically identified in the Consultant’s Proposal attached hereto shall be billed at the all-inclusive hourly or per diem flat rates indicated therein or this Schedule “B”, as the case may be; otherwise billing rates for this class of personnel shall be submitted for review and shall be subject to prior approval of the Division Head.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>(b)</th>
<th>Time of other Staff</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>For time-based services, staff or personnel classifications specifically identified in the Proposal attached hereto shall be billed at the hourly or per diem flat rates indicated therein. Billing rates for staff or classifications other than those identified in the Proposal shall be submitted for review and shall be subject to prior approval of the Division Head.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>(c)</th>
<th>Disbursements</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>A lump sum limit for any and all anticipated disbursements required in connection with any part of the Services shall be provided as identified in the RFP. Payments for disbursements will be pro-rated based on the value of the Services performed during a billable period.</td>
</tr>
</tbody>
</table>
SCHEDULE “SD-FINAL”
STATUTORY DECLARATION BY THE CONSULTANT
RE: FINAL PAYMENT

PROVINCE OF ONTARIO ) IN THE MATTER OF
) the consulting agreement entered into
) between the City of Toronto
) and
) dated___________________ (the “Agreement”) )
) and an Invoice dated___________________ (the “Invoice”)
)

To Wit:
I, __________________________________ of the ____________________________________ (Name) in the ____________________________________ (Regional Municipality, City, etc.)
do solemnly declare that:
[modify to appropriate professional type, where no engineering services are being provided under agreement]
1. I am a senior professional engineer employed by ______________________________________ (Consultant’s full legal name) (the “Consultant”). I have personal knowledge of the facts herein set forth and, as a duly authorized representative of the Consultant, have the authority to certify as follows.

2. Attached hereto and marked as Exhibit A to this my declaration are true copies of statements of the Consultant as part of the Invoice addressed to the City of Toronto setting forth in detail the services performed and the disbursements incurred by the Consultant during the period from the ____ day of ___________________, 200___ to the ____ day of _________________, 200___, and for which payment is requested. I do hereby certify that such services were performed and such disbursements were properly incurred by the Consultant pursuant to and in accordance with the provisions of the Agreement.

3. The Consultant has completed all Services (as defined in the Agreement) to be performed by the Consultant.

AND I make this solemn declaration conscientiously believing it to be true and knowing that it is of the same force and effect as if made under oath and by virtue of the Canada Evidence Act.

DECLARED before me at the ______________________ of ______________________, ______________________
in the Province of Ontario,
this day of _________________, 200__. _________________

A Commissioner, etc.
RFP # [ENTER RFP #] Preliminary & Detailed Design/Construction Consulting Services

[ENTER Type of Services provided under this Agreement if not all in one agreement]

SCHEDULE “C”

CONSULTANT’S COST OF SERVICES PROPOSAL

[ATTACH Cost of Services Proposal for the Services applicable to this Agreement - e.g. Cost of Services Proposal for Design Services/ Cost of Services Proposal for Construction Services - where Services are not all within 1 agreement]
RFP 0000-00-0000 [ENTER RFP #] Preliminary & Detailed Design/Construction Consulting Services

[ENTER Type of Services provided under this Agreement if not all in one agreement]

SCHEDULE “D”

CONSULTANT’S CLARIFICATION LETTER(S)

[REMOVE Schedule “D” where there are no clarifications]
CERTIFICATE OF INSURANCE
To be completed only by the Insurer or its representative)

| City of Toronto Contact Name: |
| Address: |

1. Name of Insured  
2. Address and Telephone # of Insured

3. Operations of Named Insured for which certificate is issued:

(NOTE: Provide specific project information including the Toronto contract number)

4. Commercial General Liability
   Please state amount of deductible or self retained portion of coverage: _____________________________

<table>
<thead>
<tr>
<th>Insuring Company</th>
<th>Policy Number</th>
<th>Policy Limit(s) (per occurrence)</th>
<th>Effective Date</th>
<th>Expiry Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Primary Insurer:</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Umbrella/Excess Insurer:</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

5. Policy Provisions/Amendments/Endorsements

A. Commercial General Liability is extended to include Cross-Liability and Severability of Interest, Broad Form Contractual Liability, Owner’s and Contractor’s Protective Liability, Contingent Employers Liability, Employer’s Liability, Non-Owned Automobile Liability, Products/Completed Operations, Personal Injury Liability and, if applicable to the insured operations as detailed in Item 3, coverage for Blasting, Pile Driving and Collapse.

B. The CITY OF TORONTO, ITS BOARDS, AGENCIES, COMMISSIONS OR SUBSIDIARY OPERATIONS, AS APPLICABLE, are included as Additional Insureds but only with respect to liability arising out of the operation of the Insured for which a Contract is issued by the City of Toronto.

C. The Commercial General Liability Policy(ies) identified above shall protect each insured in the same manner and to the same extent as though a separate policy has been issued to each, but nothing shall operate to increase the Limits of Liability as identified above beyond the amount or amounts for which the Company would be liable if there had been only one Insured.

D. The Commercial General Liability Policy(ies) identified above shall apply as primary insurance and not excess to any other insurance available to the Additional Insureds as set out in Item 5B.

E. If cancelled or materially changed to reduce the coverage outlined on this Certificate during the period of coverage as stated herein, thirty (30) days, (fifteen (15) days if cancellation is due to non-payment of premium), prior written notice by registered mail will be given by the Insurer(s) to the CITY OF TORONTO at the address provided on this Certificate.

6. Automobile Liability (if applicable): Please note Sections 5A to 5D do not apply to this policy.

<table>
<thead>
<tr>
<th>Insuring Company</th>
<th>Policy Number</th>
<th>Policy Limit(s)</th>
<th>Effective Date</th>
<th>Expiry Date</th>
</tr>
</thead>
</table>

CERTIFICATION

I certify that the insurance is in effect as stated in this Certificate and that I have authorization to issue this Certificate for and on behalf of the Insurer(s). This Certificate is valid until the expiration date(s) shown in Item 4 (and Item 6 if applicable) unless notice is given in writing in accordance with Item 5E.

<table>
<thead>
<tr>
<th>Date</th>
<th>Broker’s or Insurer’s Name and Address</th>
<th>Signature and Stamp of Certifying Official</th>
</tr>
</thead>
</table>