CITY OF TORONTO
Engineering & Construction Services

Servicing Toronto Water, Solid Waste Management and Transportation Services

CONTRACTED PROFESSIONAL SERVICES FOR
PRELIMINARY AND DETAILED DESIGN FOR RECONSTRUCTION OF TTC TRACK ALLOWANCE, ROAD, SIDEWALK, WATERMAIN, SEWER, STREETSCAPING AND TTC PLATFORMS ON THE QUEENSWAY, RONCESVALLES AVENUE, QUEEN STREET WEST & KING STREET WEST

REQUEST FOR PROPOSAL

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Engineering & Construction Services

Design Services for Reconstruction of TTC Track Allowance, Road, Sidewalk, Watermain, Sewer, Streetscaping and TTC Platforms on the Queensway, Roncesvalles Avenue, Queen St. West and King St. West

Contracted Professional Services RFP No.9117-16-5089

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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 labeled provision of this Request for Proposal (RFP).

1.2 DEFINITIONS

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

.1 “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.

.2 “City” means the City of Toronto.

.3 "City Contact" means the City employee(s) designated as City Contact on the Notice to Potential Proponents for all matters related to the RFP call process.

.4 “Conflict of Interest” includes, but is not limited to, any situation or circumstance where:

i) in relation to the RFP process, the Proponent has an unfair advantage or engages in conduct, directly or indirectly, that may give it an unfair advantage, including but not limited to (i) having, or having access to information in the preparation of its Proposal that is confidential to the City and not available to other Proponents; (ii) communicating with any person with a view to influencing preferred treatment in the RFP process including the giving of a benefit of any kind, by or on behalf of the Proponent to anyone employed by, or otherwise connected with, the City; or (iii) engaging in conduct that compromises or could be seen to compromise the integrity of the open and competitive RFP process and render that process non-competitive and unfair; or

ii) in relation to the performance of its contractual obligations in the City contract, the Vendor’s other commitments, relationships or financial interests (i) could or could be seen to exercise an improper influence over the objective, unbiased and impartial exercise of its independent judgement; or (ii) could or could be seen to compromise, impair or be incompatible with the effective performance of its contractual obligations;

.5 "Consultant" means the successful Proponent with whom the City enters into an Agreement.

.6 “Council” means City Council.

.7 "HST" means Harmonized Sales Tax.

.8 “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.

.9 “May” and “should” used in this RFP denote permissive (not mandatory).

.10 “MFIPPA” means the Municipal Freedom of Information and Protection of Privacy Act.
.11 "Non-toneable" refers to an underground utility, which cannot be located by utilizing electromagnetic methods; such utilities are non-metallic and do not use a "tracer wire"; locating such utilities requires various specialized equipment including ground penetrating radar, acoustic locators, sondes inserted in pipes and conduits, or physically excavation of test holes where necessary.

.12 “Recommended Proponent” means the Proponent whose Proposal, as determined by City staff through the evaluation analysis described in the RFP, provides the best overall value in meeting the City’s requirements, and may be recommended for award.

.13 “Project” refers to a grouping of assignments which are being undertaken at a single location that are part of this RFP, and are issued for a single contract for construction.

.14 "Project Initiation Notices" means a written document circulated to all stakeholders in order to obtain comments required to confirm and finalize the scope of the Project.

.15 “Project Manager” means main contact person at the City for all matters relating to the project. Manager of a team of City staff assigned to the project.

.16 “Proponent” means a legal entity that submits a Proposal. If two or more legal entities wish to submit a Proposal as a consortium, one member of the consortium must be identified as the Proponent with whom the City may enter into an Agreement, and the other member(s) must be identified as subcontractors to that Proponent.

.17 “Proposal” means a bid 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.

.18 “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.

.19 "Road Reconstruction" consists of replacing the existing pavement structure combined with replacement or repairs as required, of curbs, boulevards and sidewalks.

.20 “Road Resurfacing” consists of full-width pavement, paving combined with repairs to curbs, boulevard and sidewalks, as required.

.21 “Services” means all services and deliverables to be provided by a Vendor as described in this RFP.

.22 “Solution” means a set of goods and services meeting the City’s requirements, as set out in this RFP.

.23 “Traffic Plant” is comprised of any equipment or infrastructure, above ground and underground, which contributes to the operation and functionality of any Traffic Control device and that is required to regulate vehicular and pedestrian traffic including traffic signal devices, pedestrian crossovers (PXO) and flashing beacon devices. Above ground traffic plant equipment includes but is not limited to, traffic signal heads with LED displays, backboards, pedestrian heads with LED displays, pedestrian countdown timers with LED displays, mast arms & hangers, push buttons, traffic poles, power supply disconnect, traffic controller cabinet, overhead vehicle detection, traffic cable, grounding cable, Bell communications cable, wireless Bell communications, transit signal priority, span wire, PXO fixtures, signage, pavement markings. Underground traffic plant infrastructure includes but is not limited to, underground ducts & road
crossings, pole & traffic controller footings, electrical handwells, ground plates & wire, traffic
cable, loop detector cable, Bell communications cable, transit signal priority.

.24 “Toneable” refers to an underground utility which may be located by utilizing electromagnetic
methods; such utilities are metallic or are placed with a metallic “tracer wire”.

.25 “Vendor” means the successful Proponent with whom the City enters into an Agreement.
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 Chartered Professional Accountants of Canada (CPA Canada); 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 The base scope-of-work of this Request for Proposals (RFP) is for the City of Toronto (City) to select a professional consulting firm to assist City staff with the engineering services outlined in Section 3.0.

.2 The City and Toronto Transit Commission (TTC) Capital Works Program requirements include the preliminary and detailed design as outlined in the scope of work. This includes but not limited to the removal/replacement of tangent and special TTC track, TTC platforms, road widening of The Queensway, retaining walls and may include new facilities or replacements/upgrading of existing services including watermains, sewers, enhancements to the public realm and BIA, roadways and sidewalks as well as, the electrical design and civil provisions for TTC, street lighting, traffic signals and Toronto Hydro relocation.

.3 Additional coordination / investigations will be required regarding the railway corridor parallel to The Queensway.

.4 The successful proponent will be required to complete all design activities required to create and submit a full tender document.

.5 The duration of the RFP with the successful proponent will be dependent on the schedule provided as part of this submission.

.6 The base scope-of-work for consulting engineering services is for preliminary and detailed design, including contract drawings, pricing form, and specifications for tendering of the project.

2.2 CITY REFERENCE DOCUMENTS AND STANDARDS

THE FOLLOWING ARE SEARCHABLE VIA INTERNET

.1 City of Toronto’s “Standard Construction Specifications & Drawings for Sewers, Watermains and Roads

.2 City of Toronto’s Capital Works Projects Procedures Manual

.3 City of Toronto’s Field Services Manual, Third Edition (will be provided if not on website)

.4 "Design and Construction – Linear Infrastructure CADD Specifications Manual Version 2.0". This document includes Design and Construction standards and requirements regarding drawing documentation.

.5 The City of Toronto's Engineering Survey Standards for Consultants, and Engineering Surveys V8i Graphic Configuration and Specification.

.6 Toronto Road Engineering Design Guidelines for Curb Radii and Vehicle Travel Lane Widths

.7 Toronto Green Development Standard.

.8 Toronto Accessibility Design Guidelines.

.9 City Planning – Urban Design Guidelines and Streetscape Manual
.10 Toronto Cycling Network Plan
.11 Wet Weather Flow Master Plan
.12 Toronto Walking Strategy
.13 Toronto Pedestrian Charter
.14 Coordinated Street Furniture
SECTION 3 - SCOPE OF WORK

3.1 SCOPE OF WORK OVERVIEW

The following is included to provide the proponents with a general understanding of the City’s intent for the Project. All designs must meet current standards, regulations and AODA requirements.

a) This assignment includes preliminary and detailed design for the modifications and enhancements as outlined here and as illustrated in Appendix H.

b) The specific scope of work for this assignment but not limited to:

Roncesvalles from Harvard St to Queen St including north TTC yard entrance:

- TTC track (tangent and special) reconstruction including overhead and electrical components
- Structural pole bases for TTC poles
- ~100 m Watermain reconstruction
- ~200 m Combined Sewer reconstruction
- Extended sidewalk loading areas construction
- Associated roadway and sidewalk restorations

The intersection of King St/Queen St/Roncesvalles Ave/The Queensway ("the intersection") including South TTC yard entrance and the Loop:

- TTC track (tangent and special) reconstruction including overhead and electrical components
- ~200 m Watermain reconstruction
- ~200 m Combined Sewer reconstruction
- Extended sidewalk loading areas construction on Queen
- Associated roadway and sidewalk restorations
- Potential Public Realm work at the South West corner of the intersection by the Beaty Park
- Potential BIA work
- TTC Pole relocations with the associated utility relocations including street lighting
- Structural pole bases for TTC poles
- New Queensway East / North Left Turn Lane (LTL) at Roncesvalles
- Traffic signal modifications
- Removal of the centre platform and layby west of the intersection
- Construct eastbound loading platform east of the intersection on Queen St

Queensway from Sunnyside to Parkside

- Dedicated TTC Track Allowance reconstruction
- New Queensway LTL construction at Sunnyside including road widening with the associated retaining wall and required roadside barriers
- New Queensway LTL construction at Glendale including road widening
- Queensway median platforms reconstruction at Glendale with the new TTC track vertical profile modification
- Structural pole bases for TTC poles
- Traffic signal modifications at Glendale
- New set of traffic signals installation at Sunnyside
- TTC track allowance reconstruction - vertical profile modification and associated retaining walls between Glendale and Parkside Bridge
- TTC track allowance reconstruction - Surface treatment modifications between Claude and Parkside
- TTC Pole relocations with the associated utility relocations including street lighting
- Other utility relocation liaisons (Bell Canada…)
- Easement from Railway corridor / liaison
- ~500 m Watermain reconstruction
- ~400 m Combined Sewer reconstruction
- Abandon existing 150 and 250 mm on the south side of The Queensway
- Potential BIA and Public Realm work

c) The scope of work may include the following list of typical work assignments:
   i) Watermain and Appurtenances (new, replacement or rehabilitation)
   ii) Storm and Sanitary Sewer and Appurtenances (new, replacement or rehabilitation)
   iii) Major and Arterial Road Improvements (new and rehabilitation)
   iv) Sidewalk Improvements (new or replacement)
   v) Coordinated street furniture and transit stops/shelters (City standard not custom)
   vi) Slope Stabilization
   vii) Watercourse Improvements or alterations
   viii) Traffic Signal Design
   ix) Street Lighting Design
   x) Toronto Hydro Design
   xi) Structural Design (i.e. retaining walls, spread footings, concrete reinforcement, etc.)
   xii) Railway Crossing
d) The successful proponent will be required to provide some or all of the following engineering services:
   i) Liaise with and coordinate with all utilities and authorities (Metrolinx, CNR, CPR, TRCA, MOE, Toronto Hydro, Enbridge, Bell, etc.)
   ii) Prepare detailed designs for the relocation of Toronto Hydro and coordinate the required relocations for Bell & Rogers
   iii) Prepare pre-engineering surveys and the preparation of base plans
iv) Confirm or propose new alignment to identify any property acquisition that may be required

v) Prepare a pre-design report

vi) Prepare a detailed design, including contract drawings and specifications for construction of the works

vii) Prepare pavement design using life cycle cost analysis

viii) Identify all necessary approvals and permits required for construction

ix) Conduct public meetings as required

x) Provide Subsurface Utility Engineering (SUE) in accordance with CI/ASCE 38-02 Quality Level "B". Identify all private and public utilities in the vicinity and develop a plan for temporary and/or permanent relocation/modification/protection of private utilities and public services along roadways and approaches as required. Consult with the owners of these utilities to schedule the relocation/modification/protection of the utilities prior to or during construction. Proponents are responsible for reviewing existing available information regarding utilities in the vicinity of the work. The cost to complete this work shall be on time and material basis up to the upset limit identified in Appendix G. If SUE level A is required for any component of the work, the cost to complete the work shall be on a time and material basis up to a negotiated upset limit prior to starting the work. A SUE Level A will be paid from the contingency amount at actual cost without mark-up.

xi) Review and recommend construction staging areas and potential impacts on the adjacent road network during the proposed construction period.

xii) Recommend and propose construction methods that minimize the duration of closures of any roads.

xiii) Co-ordinate and pay for traffic control, in accordance with OTM Book 7, required for any fieldwork.

xiv) Undertake Designated Substance (including Asbestos) Management in accordance with Appendix A.1.15. Note: Remediation prior to tendering will not be undertaken. Include within the Contract Documents specifications that contain a detailed protocol for the removal of any designated substances.

xv) Conduct a full photographic documentation of the existing site.

xvi) Co-ordinate with City divisions to identify all existing utilities, RESCU, traffic signals, which may be impacted during the construction phase of the project. All design solutions shall be included within the Contract Documents.

xvii) Complete the detailed design of the street lighting system for temporary roadway configuration. Secure approval of the lighting system from THESL.

xviii) Coordinate and assist the City's Real Estate Division in negotiations with property owners by providing sketches of the proposed additional property required.

xix) Identify and categorize potential project issues and demonstrate constructive and/or innovative solutions.
xx) Conduct site assessments and prepare technical reports including, but not limited to:

1. Pre-engineering survey and topographic mapping.

2. Utility mapping to develop a composite utility plan.

3. Investigation of the existing structures to verify as built information and obtain missing information as required for the demolition of the existing bridges and construction of the new bridges.

4. Legal Property/Land survey including title search.

5. Phase II Environmental Site Assessment to identify potential contaminated lands in the proposed construction.

e) Undertake a site assessment as follows:

1. Conduct appropriate tests on any existing soils that may require removal from the site to determine contaminant levels from previous land uses;

2. Coordinate and pay for traffic staging, pay duty police officers, and access requirements (including railway flagging protection) as required to conduct investigations and assessments;

3. Prepare a Soil Management Plan (SMP) in accordance with the Environmental Protection Act;

4. Sample and test material for the SMP and specify provisions for safe access to and working conditions within the site;

5. The SMP must:
   i. Specify the safe disposal of excavated soil and groundwater from the construction site;

   ii. Perform specific investigations including an investigation of the vertical and horizontal extent of contaminated and/or hazardous soils on the site and profiling of the soil to assess the extent of impacted material and the type of impacts;

   iii. Determine the quantity of contaminated, hazardous excavated material to be taken to a registered receiving site, and determine the quantity of contaminated, non-hazardous excavated material to be taken to an appropriate receiving site and determine the quantity of non-contaminated, non-hazardous excavated material to be disposed off site as clean material;

   iv. Assess the quality and quantity of the groundwater that may be drawn from the excavation in order to determine disposal requirements;

   v. Secure a Permit to Take Water (PTTW) from the MOECC (if required). The site assessment that is to be undertaken as part of this assignment will determine if a PTTW is required. The City will cover the cost of a PTTW if it is required.

   vi. It is the consultant's responsibility to determine the level of effort required for an environmental sub-surface investigation to estimate the quantities of contaminated and/or hazardous material and/or groundwater required for
disposal, (e.g. the number of boreholes, the number of samples per borehole and the list of parameters required).

f) Based on the SMP, specify items in the contract documents and quantities in the form of tender for disposal of contaminated fill for:
   i) Non hazardous, contaminated surplus soil: fill with impacts exceeding MOE Standards also referred to as non hazardous impacted soil;
   ii) Non hazardous, non contaminated surplus soil suitable for disposal at a registered site: fill material containing topsoil, and other debris inclusions also referred to as non hazardous non impacted soil;
   iii) Non hazardous, non contaminated surplus soil suitable for fill: excess native soil at moisture content suitable for compaction; also referred to as ‘clean’ soil;

g) The scope of work also includes the following:
   - Coordinate and assist the City’s Real Estate Division in negotiations with property owners by providing sketches of the proposed remedial measure.
   - Coordinate with all the relevant utility agencies for their plant relocation if required.

h) Prepare itemized list of work required for Tender package.

i) Prepare engineering estimate of itemized list of works in the Pricing Form required for this project using Excel & PTP. Prepare the Pricing Form in the City’s Project Tracking Portal (PTP). The consultant will be provided access to the PTP system. The City will issue a "token" to allow the consultant access to the PTP. The consultant must attend the City’s training session (approximately half-day) for access and use of PTP.

.2 Provide all necessary health & safety equipment for access to all areas.

.3 The scope of work for this project includes, but is not limited to the following:
   a) review and confirmation of the existing field conditions;
   b) prepare field investigation reports in accordance with Appendix A, including topographical surveys, site investigations, etc.;
   c) identify specialty engineering services that may be required to support the project;
   d) define design parameters and relevant codes, regulations and standard practices;
   e) perform all necessary engineering design (preliminary and detailed design) and calculations in relation to the scope of work identified at each structure;
   f) obtain all necessary approvals and permits prior to tendering. The successful proponent will be responsible to complete all necessary work, as part of this assignment, to obtain all permits required to complete the design. The successful proponent will only be required to identify the permits required for construction and complete all work necessary for the City to obtain the permits prior to tendering;

.4 The general requirements for provision of engineering services to be provided by the successful proponent 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:

a) Guidelines for Engineering & Construction Services Projects (Appendix A)
b) RFP Terms and Conditions (Appendix B)
c) Submission Forms (Appendix C)
d) Specimen Contract Agreement, including Insurance Forms and Statutory Declarations (Appendix D)
e) Project Reference Material (Appendix E)
f) Project Specific Submission Forms (Appendix G)
g) Preliminary Plans (Appendix H)

.5 Proponents are to confirm on-site, 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.

.6 The proponent shall complete the Schedule Breakdown form in Appendix G to identify the total time required to complete each phase of the contract. Within the proposal, the proponent is responsible for identifying a timeline that they are committed to accomplishing.

The successful proponent will be paid by the City according to Section 7.4. The service contract for the professional engineering services will be awarded to the successful firm on the basis of the highest overall points to be calculated based on the estimated costs of services indicated in the fee proposal and the points awarded in the technical evaluation (refer to Section 5 below for details on the evaluation process to be used and Section 7 for information with respect to the Fee Proposal).

3.2 GENERAL PROJECT REQUIREMENTS

.1 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.

.2 At the beginning of the project, the proponent is to provide a baseline work plan for review and approval by the City. The work plan 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.

.3 Review and confirm the existing field conditions in order to avoid significant overrun and/or under run (over or under 30%) of any major item during construction. The Successful Proponent shall exercise extreme care in the preparation of tender quantities. In particular when a major item quantity is estimated or calculated based on information extrapolated from field investigation or surveying or inspection, the Successful Proponent shall carry out sufficient representative investigation or surveying or inspection including any site sampling/testing on
the major component of the contract facility to ensure an accurate quantity can be reasonably estimated. This shall include but not be limited to the removal and repair of deteriorated concrete in the substructures and deck soffit, where concrete removal/repair is required.

.4 The Successful Proponent shall determine the extent and details of the representative site investigation/surveying/inspection required to provide sufficient information for accurate quantity estimation; prepare field investigation reports in accordance with Appendix A.

.5 Note that City requirements with respect to the City’s Official Plans, the structure is to be constructed in accordance with the City’s Accessibility Design Guidelines in order to accommodate staff/users that may have temporary or permanent disabilities.

.6 Note City requirements with respect to Health & Safety and Designated Substances Management (including mandatory qualifications for (sub) consultants undertaking Designated Substance List (DSL) Reports and associated activities).

.7 The structural designs shall meet or exceed the requirements of the Canadian Highway Bridge Design Code with the exceptions noted in the Ministry of Transportation of Ontario Structural Manual as well as other applicable regulations/codes, and shall incorporate elements of the Toronto Green Development Standard where applicable.

3.3 DATA COLLECTION

.1 The City’s general project requirements are included in Appendix A.2. Data Collection includes the collection of existing information, subsurface utility engineering (SUE), engineering survey and geotechnical investigations. The proponent is responsible for reviewing this information and familiarizing themselves with the City’s requirements, and shall comply in its entirety.

.2 Deliverables

All information supplied by the Consultant is considered to be the unrestricted property of the City of Toronto.

.3 Background Data and Engineering Survey Technical Memorandum and Base Plan

i) Consultant will submit a memorandum summarizing:

   a) A rationalized composite base plan of existing conditions from the background data review, utility review, SUE ‘B’ and engineering survey in accordance with City Standards, both Survey Standards and CADD Specifications Manual.

   b) A tabular summary of any inaccuracies discovered in the City’s background data.

   c) Identifying any potential challenges that may be encountered during design that have been identified as a result of the data collection phase. Examples of potential challenges would include but not be limited to:

      (i) The need for easements, property acquisition;

      (ii) Impacts on the City’s and TTC traffic plant;

      (iii) Required TRCA, MOECC or other approvals;

      (iv) Potential Interference with Utilities; and

      (v) High water table.
ii) The Consultant shall submit a preliminary memorandum for review.

.4 Engineering Survey

i) Provide an engineering survey in conformance with City Survey Standards and the requirements detailed in Appendix A2 of this RFP. The engineering survey package shall include all deliverables listed:

   a) GPS Raw Files,
   b) Transverse Report,
   c) 2 Dimensional Drawings (.dgn),
   d) 3 Dimensional Drawings (.dgn),
   e) Elevation Drawings (.dgn),
   f) Digital Terrain Model (.dtm),
   g) Alignment File (.alg), and
   h) Utilities Depth Report (.xlsx).

.5 Sub-Surface Utility Engineering (SUE)

The successful proponent of this RFP shall provide, as a minimum SUE Level B, for all components of the project. If SUE Level A is required for any component of the work, the cost to complete the work shall be on a time and material basis up to a negotiated upset limit prior to starting the work.

.6 SUE Report

i) The Consultant shall submit a technical proposal on the recommended scope of SUE for each assignment area

ii) The SUE report shall as a minimum identify any potential challenges that may be encountered during design that have been identified as a result of the data collection phase. Recommend locations where SUE Quality Level A investigations should be performed as a result of information collected while performing SUE Quality B investigations.

iii) The SUE survey shall be submitted in digital format in accordance with City Survey Standards, as well as, in a hard copy drawing format, stamped by a Professional Engineer licensed in Ontario.

3.4 PRELIMINARY DESIGN ENGINEERING SERVICES

.1 The City’s general requirements for preliminary design engineering services are included in Appendix A.4. 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.

.2 Comply with A.4 in its entirety and submit technical memoranda on major project issues prior to preparing the pre-design report. Include these memoranda in the report appendices and copy the key content into the body of the report.
.3 As a minimum, the successful proponent is responsible for providing the following preliminary design services:

a) Project initiation with all affected City divisions and stakeholders.

b) Prepare documents and materials for public meetings and open houses.

c) Geo-technical reports.

d) Review and confirm existing field information provided by the City including land use, topographic, utility and system invert data.

e) Conduct engineering survey to verify and augment topographic surveys and develop digital terrain model.

f) Check the suitability of connection locations from the existing to the proposed watermains and/or sewer systems, as required.

g) Consult with Engineering & Construction Services staff on preliminary system design alignments and design criteria.

h) Recommend additional land requirements including construction and permanent easements to accommodate the proposed design.

i) Prepare preliminary utility relocation plans.

j) Construction site traffic and pedestrian management plan (TMP).

k) Prepare a pre-design report (30% design stage) recommending the proposed design and providing a design and construction schedule, and engineers cost estimate.

l) Document existing site conditions utilizing photographs and video.

3.5 DETAILED DESIGN ENGINEERING SERVICES

.1 The City’s general requirements for detailed design engineering services are included in Appendix A.5. 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 Appendices. Where there is a conflict, the provisions in this section shall take precedence.

.2 For final design submission, submit one set of original tender documents for printing by the City of Toronto. Drawings are to be submitted in the form of reproducible mylars and the specifications are to be in their final form, but not bound, ready for the tender call. Specifications shall be printed on both sides of the paper. Label and date each drawing “Issued For Tender” and remove any revisions notes, dates and labels entered during design process. Drawings are to be stamped and signed by two Professional Engineers, the design engineer and checking engineer, licensed in the Province of Ontario. Provide one (1) paper copy of 11” x 17” stamped and signed drawings. Submit electronic copy on CD/DVD of final Drawings and Specifications. The City will verify that the CADD files meet City standards. All drawings not meeting City standards will not be accepted, and must be re-issued at no additional cost.

.3 As a minimum, the successful proponent is responsible for providing the following detailed design services:
a) Prepare preliminary and detailed design documents, including contract drawings and specifications for tendering of the project. Please note that routine design considerations include but are not limited to:

1. Plan and profile drawings showing design alignment for layout and construction purposes and including accurate locations of existing external utilities (circulate design drawings to all relevant City divisions and outside agencies for review and comments);
2. Cross section rolls indicating existing and proposed sections, as well as cut and fill quantities;
3. Elevation roll plan indicating existing and proposed elevations of key components;
4. Hydraulic and structural design calculations for City and agency approvals;
5. Electrical design for Toronto Hydro, traffic signals and pedestrian scale lighting, as required;
6. Detailed design of utility relocations approved by the owners.
8. Proposed pavement line marking;
10. All special designs required where standard drawings and specifications do not apply;
11. Special design details to meet construction health and safety requirements;
12. Special details to maintain the integrity of the existing utilities located within the right-of-way;
13. Special details to relocate existing systems to accommodate the proposed design;
14. Special details to meet health and safety requirements; and

b) Provide stamped original contract drawings in hard copy and on DVDs using the version of MicroStation currently used in the City and one master copy DVD in Microsoft Word 2013 of the final contract documents to City staff for tendering purposes. The contract drawing package shall include, but not be limited to, the following sheets:

1. Cover Sheet
2. Index
3. Construction Staging
4. Removals
5. Roadway (Plan & Profile)
6. Streetscape Features
7. Structural Components
8. Utility
9. Street Lighting
10. Traffic Signal Plant
11. Pavement Markings
12. Watermain
13. Sewers
14. Details and Standards
Depending on the size of the project and detail required, some sheets may be combined with others to save in the cost of reproduction (i.e. utilities can be shown on the roadway drawings).

c) Liaise with and apply for approvals from all utilities, agencies and regulating authorities. Submit all information and documentation required including any design calculations to obtain approvals prior to issuing a call for tender.

d) Hold and minute monthly design review meetings to report on design progress and resolve any outstanding design issues.

e) Participate in public information meetings to explain the project design and construction impacts to affected property owners, stakeholders and approval agencies.

f) Preparation of display materials for public meetings.

g) Prepare a borehole plan, obtain permits as required for soil investigation, and co-ordinate and perform/ supervise soil and environmental investigation activities in the field and incorporate all necessary soil and disposal practices and procedures required by the regulatory agencies into the contract documents.

h) Prepare contract “Special Provisions”, “Special Information to Contractors”, Special Specifications, and Schedule of Items as per current District practices for inclusion in the contract specifications.

i) Prepare the preliminary cost estimates, review and finalize the pre-tender cost estimates.

j) Prepare and distribute Pre-construction and Construction Notices to affected property owners.

k) Review your performance with the Project Engineer, for this stage of the work, as part of the Consultant Performance Evaluation Template (CPET).

3.6 UTILITY SERVICES

The City’s general requirements for utility services are included in Appendix A.9A and Appendix A.9B. The proponent is responsible for reviewing this information and familiarizing themselves with the City’s requirements, and shall comply with them in their entirety.

The City of Toronto has a design and construction agreement with Toronto Hydro which permits the City to complete some or all of the Toronto Hydro related work including street lighting and distribution services. The City does not have agreements with other utilities; therefore, all utility work, other than Toronto Hydro, will require the Consultant to provide base mapping, preliminary designs, etc. and any other resources identified in Appendix A.9B to allow utility companies to complete their designs. The utility work will then be appropriately coordinated with the construction project by the Successful Proponent.

All Toronto Hydro work will be designed and constructed through this RFP, per Appendix A.9A, and the subsequent construction contract. Toronto Hydro will be engaged from the onset of design to provide review and comments as required. All Toronto Hydro designs are to be approved by Toronto Hydro prior to the tendering of the construction contract. All Toronto Hydro design and construction services are to be provided by an approved Consultant. The Successful
Proponent is responsible to ensure that the selected Consultant or Sub-Consultant for this work is on the approved list at the time of award.

3.7 CONSTRUCTION SCHEDULE and TRAFFIC STAGING/CLOSURES

Tentative / suggested contract completion date is November 1, 2019. The tentative construction start date is April 1, 2019. Followings are tentative phasing of this contract:

Phase 1 - Roncesvalles from Harvard to Queen including north TTC yard entrance: 1 week for overhead removals with lane closure and 4 weeks of full intersection closure; April 1 – May 6, 2019

Phase 2 - The intersection of KQRQ including South TTC yard entrance and the Loop; 10 weeks of construction including 6 weeks of full intersection closure with the exception of maintaining an eastbound lane for 4 weeks within this 6 weeks along Queensway and King and 4 weeks of lane closures; May 6 – July 15, 2019

Phase 3 - Queensway from Sunnyside to Parkside: One lane of traffic in each direction shall be maintained at all times during this phase. July 15 – Nov 1, 2019

3.8 SUMMARY OF PROJECT SUBMISSIONS

The following table summarizes the major project submissions, and provides general guidelines on the number of versions and quantities. The “number of submissions” indicates, for the same document, the number of draft versions which will be submitted for review to the City, plus a final version (for example, if 3 versions are specified, this means a draft, second draft and a final version, assuming noted deficiencies are adequately addressed). The proponent should note that other deliverables are also required, as specified within this document.

<table>
<thead>
<tr>
<th>Submission</th>
<th>Number of Submissions</th>
<th>Number of Hard Copies</th>
</tr>
</thead>
<tbody>
<tr>
<td>Pre-design Report (90%, 100%)</td>
<td>2</td>
<td>4</td>
</tr>
<tr>
<td>Designated Substances</td>
<td>1</td>
<td>4</td>
</tr>
<tr>
<td>Soil Investigation Reports (100%) (Factual Report &amp; Recommendations Report)</td>
<td>1</td>
<td>4</td>
</tr>
<tr>
<td>Tender Drawings (60%, 90%, 100%) of Detailed Design</td>
<td>3</td>
<td>4</td>
</tr>
<tr>
<td>Contract Documents and Specifications (95%, 100%)</td>
<td>2</td>
<td>4</td>
</tr>
</tbody>
</table>

With each printed submission, include a CD containing the same documents in Adobe, and the documents in their native (Word, Excel, etc.) format.

3.9 CITY DEFINED ALTERNATIVES

The City has not considered alternatives.
SECTION 4 - CITY OF TORONTO’S RESPONSIBILITIES

4.1 GENERAL

1. The City staff will provide assistance to the successful proponent by reviewing all submitted documents within approximately two to 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 in 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.

7. 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.

8. The City will pay for all approvals applications except for TRCA permit application (if required). The Consultant must include the TRCA permit application fee (if required) in the respective item of the Cost Proposal.

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

10. Utility locates for design must be verified with the utility companies and are to be arranged by the consultant and included in the cost of services.

11. Unless specifically stated elsewhere, for any public meetings needed to support the project, the City will make facility arrangements, pay for them, and pay for notifications and distributions.

4.2 INFORMATION PROVIDED BY THE CITY

Best efforts will be made by the City to provide the following information as it exists at the time of assignment for use and preparing the pre-design, detailed design and contract administration services:

1. List of Key City Contacts (Internal Directory)
2. CADD drawing standards and practices
3. Existing Large Scale Mapping (LSM) and LSM specifications
4. Sample drawing format
5. Standard Specifications and General Conditions
6. Existing CCTV camera sewer inspection information
7. Existing drawings
8. Current District Design criteria
9. Communication materials to and from the public and stakeholder groups
10. Property data maps
11. Topographic surveys & Digital Terrain Model, where applicable
12. Aerial mapping
13. Horizontal and vertical control information
14. Budget information
15. All pertinent reports including EA documents, if available
16. Standard document templates in Microsoft Word format
17. All legal surveys.
18. Consultant evaluation forms.

The accuracy of the information is not guaranteed. Therefore, the consultant shall field verify all relevant topographic information and existing features.

4.3 CITY’S CONTACTS

The City will provide the following contact information:

1. City’s contacts for all survey & mapping, design and construction coordination, name, phone number, email and facsimile.

2. City’s contacts for all Operational and Maintenance issues, name and phone number, email and facsimile.
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 Engineering & Construction Services, Streetcar Way & Special Projects and other relevant City staff and stakeholders as required.

.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 Proposal 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 EVALUATION CRITERIA

Evaluation criteria will include but not necessarily be limited to completeness, conciseness and general suitability of proposals demonstrating the following:

<table>
<thead>
<tr>
<th>Proposal content</th>
<th>Selection Criteria</th>
</tr>
</thead>
<tbody>
<tr>
<td>Experience &amp; Performance of the Project Team</td>
<td>Demonstrated successful experience of staff and relevant qualifications</td>
</tr>
<tr>
<td>Corporate Experience &amp; Performance</td>
<td>Successful past experience on similar projects and appropriate staffing on previous projects</td>
</tr>
<tr>
<td>Past Performance on Road Reconstructions/Widenings and Bridge Projects</td>
<td>Demonstrated effectiveness in identifying scope of work and preparing tender package with appropriate staffing levels</td>
</tr>
<tr>
<td>Project Organization &amp; Work Program</td>
<td>Each phase of the project identified and properly planned completeness and suitability of work plan and methodology. Appropriate site investigation and methods for determination of Tender quantities. Qualifications and experience of proposed staff and staffing levels and staff availability including sufficient effort for the items as identified in Section 6.3 including sufficient staff levels for overall project management, design effort. These activities should be identified separately in the time/task breakdown, particularly general office administration during construction</td>
</tr>
<tr>
<td>Required Elements</td>
<td>Pre-design, detailed design, tender, construction and post construction phases described</td>
</tr>
<tr>
<td>Technical Issues</td>
<td>Potential solutions identified</td>
</tr>
</tbody>
</table>
Method and Schedule of addressing concerns and securing permits | Addressing concerns regarding affected agencies, authorities, utilities, communities, etc.
---|---
Project Management and Controls | 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

Core pricing | Cost

Refer to Appendix E for Technical Proposal Submission points breakdown.

5.3 MANDATORY EXPERIENCE REQUIREMENTS FOR DESIGN AND CONSTRUCTION PROJECTS

Proponents must have the following experience within the past five (5) years and the other listed experience within the past ten (10) years in order to be considered for award. In order to prove the experience listed below, Proponents must list the projects fulfilling the mandatory requirements. Proponents are to provide details of the project, including a description, dates, value of the project, owner and staff representatives along with contact numbers. The City may contact the staff representatives to confirm details of the projects. The referenced projects must be for both design and contract administration. The construction project(s) do not need to be a standalone project however the value of construction must meet the criteria.

A. Proponents must have been the prime consultant or have one of their sub-consultants who have provided both design and contract administration services in one of the following:

- any one (1) TTC and/or structure construction projects within the City of Toronto with a combined construction value of at least $4 million (excluding tax); OR
- any two (2) TTC and/or structure construction projects within Province of Ontario with a combined construction value of at least $7 million (excluding tax).

The consultant is permitted to use multiple projects to fulfill the requirement.

AND

Must have been the prime consultant or have one of their sub-consultants who have provided design and contract administration services for the following:

- Any one (1) construction project within Ontario of which the project involved Railway Crossing / Coordination governed by Metrolinx.

The consultant is permitted to use multiple projects to fulfill the requirement.
5.4 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.

<table>
<thead>
<tr>
<th>A. Mandatory Submission Requirements (Section 6)</th>
<th>Pass/Fail</th>
</tr>
</thead>
<tbody>
<tr>
<td>Mandatory Experience Requirements (Section 5.3)</td>
<td>Pass/Fail</td>
</tr>
<tr>
<td>Proposal Submission Form</td>
<td>Pass/Fail</td>
</tr>
<tr>
<td>Certificate of Authorization from Professional Engineers Ontario, and an indication that the company is still in good standing</td>
<td>Pass/Fail</td>
</tr>
<tr>
<td>Restrictions on the Hiring and use of Former City of Toronto Management Employees for City Contracts from, if applicable</td>
<td>Pass/Fail</td>
</tr>
<tr>
<td>Environmentally Responsible Procurement Statement form, if applicable</td>
<td>Pass/Fail</td>
</tr>
<tr>
<td>B. Technical Proposal Submission</td>
<td>65 pts.</td>
</tr>
<tr>
<td>C. Schedule of Design Work</td>
<td>10 pts.</td>
</tr>
<tr>
<td>Formula: (\text{[((shortest schedule proposal in weeks divided by Proponent’s proposal schedule) x 10]})</td>
<td></td>
</tr>
<tr>
<td>D. Cost of Services</td>
<td>25 pts.</td>
</tr>
<tr>
<td>Formula: (\text{[((lowest cost proposal divided by Proponent’s proposal cost) x 20]}})</td>
<td></td>
</tr>
<tr>
<td>Total Score</td>
<td>100 pts.</td>
</tr>
</tbody>
</table>

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

.3 The Technical Proposal (including Schedule of Design Work) 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.

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

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

.6 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.

5.5 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.

5.6 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 technical 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.

.6 Refusal of a Proponent to participate in an interview/demonstration requested by the City may, in the City’s sole discretion, be considered a failure of the Proponent to comply with a Mandatory Requirement of the RFP and thus subject to disqualification.

5.7 EVALUATION RESULTS

.1 Upon conclusion of the evaluation process, a final recommendation will be made by the Committee to the Executive Director of Engineering & Construction 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.

5.8 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 and in accordance with Appendix D.

.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, entitled "Addenda".

.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.

5.9 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 The insurance requirements are as follows:

   Commercial General Liability Insurance

   Commercial General Liability insurance shall include as an Additional Insured, the City of Toronto, with limits of not less than $5 million ($5,000,000.00) inclusive per occurrence for bodily and personal injury, death and damage to property including loss of use hereof. Where such policies have aggregates, the minimum acceptable aggregates shall be $10 million ($10,000,000.00) for the General Aggregate. The Commercial General Liability (CGL) insurance will include Cross Liability & Severability of Interest Clauses and Standard Non-Owned Automobile Liability endorsement including standard contractual liability coverage.

   Automobile Liability Insurance
Automobile Liability Insurance in respect of licensed vehicles shall have limits of not less than $2 million ($2,000,000.00) inclusive per occurrence for bodily injury, death and damage to property. Coverage shall be in the form of a Standard owner’s form automobile policy providing third party liability and accident benefits insurance and covering licensed vehicles owned &/or leased or operated by or on behalf of the Successful Proponent.

Professional Liability Insurance

The Successful Proponent is required to provide evidence of Professional Liability Insurance coverage with a limit of not less than $2,000,000.00 per claim, subject to an annual aggregate of $2 million ($2,000,000.00,) where services or activities are professional in nature and thereby excluded under the CGL policy.

The City of Toronto shall accept in place of the above mentioned insurance coverage, a combination of primary liability limits and umbrella insurance or excess liability limits which meet the CGL, General Aggregate and Automobile Liability limits noted above.

The form of all insurance to be provided herein shall be maintained continuously from either the commencement of the services or the signing of this agreement, whichever is sooner. The policies shall be endorsed to provide the City of Toronto with not less than 30 days written notice in advance of cancellation, change or amendment restricting coverage.

All of the above Insurance is to be outlined, by the Successful Proponent only, and on the City of Toronto’s standard certificate of insurance form. The City of Toronto shall be named as an additional insured on all insurance policies.

.3 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.

.4 The consultant assignment on this project shall be divided into three phases and executed by two distinct consulting agreements and/or the issuance of three (3) Purchase Orders. The first agreement shall cover the design phase inclusive of detailed design and all aspects necessary to prepare a comprehensive and all inclusive tender document as defined in this Terms of Reference as well as services pertaining to and during the tendering and award of the contract.

.5 The second agreement and/or Purchase Order shall cover general office administration and site supervision services during the construction phase from issuance of the Order to Commence Work up to post construction activities. The second agreement shall also include as-built documentation and process.

.6 A separate Purchase Order covering post construction activities will be issued at the completion of the work under the above agreements. This Purchase Order will be subject to the terms of the above two agreements with payments being made on a time basis to the Upset Sum Limit (inclusive of all applicable taxes and charges) based on suggested payment milestones as submitted in the proposal for post construction activities.

.7 The cost proposal should identify costs associated with each of the three phases as defined above. However, the total cost of all three phases will be taken into account in the overall evaluation of the proposal.
.8 It is the City’s intent to prepare agreements for execution, immediately prior to the initiation of the work under the corresponding agreement.

5.10 NOTIFICATION

Once the City and the selected Proponent execute an Agreement, all other Proponents will be notified accordingly by Engineering & Construction Services.
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 of such procedures.

.2 Proposals shall 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 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 at 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 and Appendix G for details on the Cost of Services proposal. Inclusion of pricing information in the Technical proposal will render the proposal submission as informal.

6.2 PROPOSAL DOCUMENTATION AND DELIVERY

The documentation for each Proposal:

.1 Must be submitted in a sealed envelope or container (submissions made by fax, telephone, electronic message or telegram will not be accepted) displaying a full and correct return address;

.2 Section 1 through 8 should be limited to 30 pages, minimum 12 point font, single sided (or preferably printed on 15 pages double sided), with unlimited appendices;

.3 Must consist of One (1) original (clearly marked as such on its first page) and Four (4) full copies of:

a) A Main Proposal Document as described in section 6.3 below, including all attachments; (Mandatory)

b) Form 1 (Proposal Submission Form) completed and signed by an authorized official of the Proponent. This includes the acknowledgement of all addenda received per Appendix C;

c) Form 2 (Policy to Exclude Bids from External Parties Involved in the Preparation or Development of a Specific Call/Request) completed as indicated (Mandatory);

d) Should include if applicable One (1) original (clearly marked as such on its first page) and Four (4) full photocopies of:
Engineering & Construction Services
Design Services for Reconstruction of TTC Track Allowance, Road, Sidewalk, Watermain, Sewer, Streetscaping and TTC Platforms on the Queensway, Roncesvalles Avenue, Queen St. West and King St. West
Contracted Professional Services RFP No.9117-16-5089

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;
e) Must be completed in a non-erasable medium and signed in ink;
f) 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.

.4 Must be delivered no later than the Closing 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.

.1 Submit all mandatory requirements.

.2 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.

.3 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.

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

.5 Section 1 – Executive Summary: Summary of the key features of the proposal.

.6 Section 2 – Proponent Profile: 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.
   a) 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.
   b) 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 consortia that do not include the information requested for each consortium member, will not be awarded full marks during evaluations.
i) A profile and summary of corporate history including:

ii) date company started;

iii) products and/or services offered;

iv) total number of employees;

v) products and/or services currently offered;

vi) major clients; and

vii) 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).

viii) If the Proponent is a member of a consortium, provide a description of the relationship(s) between consortium members. Please note Appendix B regarding consortiums and the requirement that there be a single Proponent.

.7 Section 3 – Proponent’s Qualifications:

i) Clearly show your firm(s)’s recent experience on projects meeting the mandatory requirements, with details as to dates, project value, location, owner and owner’s representative, including contact information, and the name of the proponent’s staff that managed these projects. Provide specific experience references in past performance on bridge projects to confirm the mandatory experience requirements listed in Section 5.3 above.

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

iii) 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. The City can use itself as a reference.

.8 Section 4 – Understanding of the Assignment:

i) A statement of understanding with respect to the scope of work involved and the methodology proposed to complete the assignment. Provide a short discussion on the approach to undertaking the assignment, the project initiation and evolution, planning objectives and associated timelines, and the essential concepts and their methodology. Proposals should be clearly structured towards achieving results as opposed to identifying the assignment process.

ii) The proponent should include the proposed methodology and rationale or justification for the representative site investigation/survey/inspection work in the proposal, and should also include the method of quantity estimation.

.9 Section 5 – Work plan and Deliverables:
Engineering & Construction Services
Design Services for Reconstruction of TTC Track Allowance, Road, Sidewalk, Watermain, Sewer, Streetscaping and TTC Platforms on the Queensway, Roncesvalles Avenue, Queen St. West and King St. West
Contracted Professional Services RFP No.9117-16-5089

i) Detailed work plan indicating the project method, schedule, Gantt Chart, tasks, and deliverables. (Note: It is expected that the schedule will be adhered to unless a written explanation is received from the proponent and approved, in writing, from the City).

ii) The work plan should detail your project-specific approach to each phase of the project including engineering studies, pre-design activities, detailed design activities (including all necessary approvals and permits prior to tendering, tender period, award of contract(s)) and construction and post construction activities. The work plan should be structured to match the categories in the table in Appendix G – Project Specific Submission Forms and wording of Section 7 – Cost of Services, but expanded on to include activities under each phase. The work plan should clearly identify the base scope items and provisional items separately.

iii) The work plan should detail your quality assurance (QA) and quality control (QC) plan for key deliverable and for all phases of the project. Provide an estimated overall timeline of the project, including an indication of the date of commencement.

iv) Key dates for major deliverables should be clearly defined in the proponent's detailed work plan and highlighted in the Gantt Chart. Include 2-week time periods for all City reviews. As a guideline, please note that tendering, award, and contract execution typically takes 2-4 months.

v) Please note that the City will not tender projects without first obtaining all project approvals.

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

vii) Please provide a discussion of the underlying assumptions associated with the proposed project schedule.

10 Section 6 – Resources:

i) 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.

ii) To demonstrate staff availability, based on the list of key staff proposed for the project, provide a table cross-referencing key staff proposed for this project with other present or pending assignments. Include in this table, the proposed staff name, their role on the project (include Project Manager, Design Lead(s), and site inspection staff as a minimum); the status of the project (i.e. design, construction) and estimated milestone completion timelines. Example:

<table>
<thead>
<tr>
<th>Project status &amp; timeline for completion</th>
<th>Project A City of Toronto</th>
<th>Project B City of Toronto</th>
<th>Project B City of Toronto</th>
<th>Project C Region of X</th>
<th>Project D Town of Y</th>
</tr>
</thead>
<tbody>
<tr>
<td>Staff name (proposed PM)</td>
<td>Construction present to winter ‘15</td>
<td>Design present to summer</td>
<td>Construction summer ‘12 to winter ‘15</td>
<td>Construction present to winter ‘15</td>
<td>Design present - summer ‘15</td>
</tr>
</tbody>
</table>
Include a project organization chart with clearly defined roles and responsibilities.

Include a time/task breakdown with estimated person-hours for members of the project team required to complete the various components of the assignment. The time/task breakdown must at a minimum match the categories provided in the table in Section 7 – Cost of Services and Appendix G. These categories should be expanded based on your work plan described in Section 5 of your proposal. 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 each separate phase of the project. The time/task breakdown should include, as a minimum:

a) Pre-Design
   i. Project Management & Meetings
   ii. Geotechnical, when required
   iii. Capital Cost Estimate
   iv. Pre-Design Report

b) Detailed Design
   i. Project Management & Meetings
   ii. QA/QC
   iii. Capital Cost Estimate
   iv. Approvals & Permits
   v. Tendering

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.

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.

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.
.16 Provide a statement of any conflict of interest, if applicable. Refer to Appendix B – RFP Terms and Conditions for information relating to conflicts of interest.

.17 **Section 7 – Technical Issues:**
Identify technical issues together with potential solutions

.18 **Section 8 – Method and Schedule of Addressing Stakeholder Concerns and Securing Permits:**
   i) Identify stakeholders and all permits required during execution of the project’s phases.
   ii) Clearly outline the anticipated lead times and permit costs to address stakeholder concerns and permit application.
   iii) No cost element of any kind or nature should appear on the Technical Proposal.

.19 **Section 9 – Project Management and Controls**
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.

.20 **Section 10 – 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.

.21 **Appendices** – Including:
   i) Mandatory Proposal Submission Forms
   ii) Corporate Information
   iii) Resumes of Proposed Project Participants
   iv) Project Profile Documents
SECTION 7 - COST OF SERVICES

7.1 COST OF SERVICES DOCUMENTATION AND DELIVERY

The documentation for each Cost of Services:

.1 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;

.2 Must consist of One (1) original, clearly marked as such on its first page, and preferably Two (2) copies.

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

7.2 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 Section 6 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.

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 shall not exceed the current consumer price index plus two percent. Rate adjustment will not be considered for delays caused by the Consultant or its sub-consultant.

.4 The total price quoted must include all labour, profit, other overhead; materials, equipment, licences, analysis, travel, accommodations, meals, communication, transportation and delivery costs (courier, long distance charges, and so on), staff time, City / Vendor meetings (as and where deemed required by the City), disbursements and any and all other operational costs and fees associated with the Services, excluding all applicable taxes. The City shall not be responsible for any additional costs.

.5 The City will not pay for disbursements related to traffic control required to perform any required duties, such as pre-engineering and post-construction activities.
7.3 BASE SCOPE OF WORK AND PROVISIONAL ITEMS

.1 In order to be considered for this assignment, the Proponent must provide a project cost breakdown for the base scope of work and defined provisional items as indicated in the following cost 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 Total Upset Limit will be used for establishing the Cost of Services score for the proposal evaluation and selection as outlined in Appendix G of the RFP.

7.4 PAYMENTS FROM COST OF SERVICES PROPOSAL

.1 The total fees for the design services, including sub-consultant services, and post construction services will be based on the awarded value (less the amount for contingency and taxes) of the work and will not exceed the respective fee submitted for the individual components.

.2 The fees for the construction administration of the future construction contract will be based 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. The City shall approve the staff complement required to complete the construction administration services prior to and at all times during construction.

.3 The Construction Lien Act requirements shall be applied to the design and construction phases of the assignment.

.4 The 10% holdback on the first Purchase Order will be released upon completion of the design phase of the project and upon meeting all requirements of the Construction Lien Act. The 10% holdback on the second Purchase Order will be released upon final completion of construction phase and upon satisfying the Construction Lien Act requirements. There is no holdback on the third Purchase Order for the post construction phase.

.5 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.

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

.7 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.

.8 All invoices must clearly show HST as a separate value and HST "registrant" number.

.9 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).

.10 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.

.11 With every invoice a Work Status Report will be required in accordance with Appendix A-1, Section1.10.5 to the satisfaction of the City’s Project Manager. Any invoice without Work
Status Report will not be processed. The work status report to include the justification of the hours billed to each task item as per the upset limit cost break down.

12 Payment of design services will be based on deliverables and milestone completion of the work. The City can hold the payment of any invoice provided subject to the City's satisfaction of the % completion of the work. The submission of invoice will not automatically entitle payment unless approved by the City's Project Manager.

13 Every invoice shall include a summary stating the total consulting fees, fees billed to date, current invoice amount and the remaining balance.

7.5 CONTINGENCY ALLOWANCE

1 In seeking authority to engage consulting services, City Engineering & Construction Services 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 approval of the Project Manager.

7.6 CURRENCY

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

7.7 TAXES

1 Harmonized Sale 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.
APPENDICES

APPENDIX A - GUIDELINES FOR ENGINEERING & CONSTRUCTION SERVICES PROJECTS

APPENDIX B - RFP TERMS AND CONDITIONS

APPENDIX C - SUBMISSION FORMS

APPENDIX D - SPECIMEN CONTRACT AGREEMENT, INCLUDING INSURANCE FORMS

APPENDIX E – PROJECT REFERENCE MATERIAL

APPENDIX F – NOT APPLICABLE

APPENDIX G - PROJECT SPECIFIC SUBMISSION FORMS

APPENDIX H - PRELIMINARY PLANS

DO NOT SUBMIT
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A.1 GENERAL PROJECT REQUIREMENTS

A.1.1 General

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.6, 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.

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

All engineering reports are to be signed and stamped by a Professional Engineer, licensed in the Province of Ontario. The bridge drawings are to be signed and stamped according to the Ontario Ministry of Transportation Structural Manual.

A.1.3 Consultants Team

1.3.1 Roles:

Project Manager who will be a single point of contact to the City (the City’s “Project Manager”) and who will provide overall management of all of the Consultant’s design leads, construction leads and team members resulting in a cohesive and integrated approach achieving consistencies, harmonization and standardization throughout the timeframes of the project and to ensure quality and consistent deliverables.

1.3.2 Responsibilities

1. Project Manager will coordinate and chair meetings with the City and will act as the single point of contact for the City's Project Manager. The Project Manager will be responsible for coordinating with internal City Stakeholders and working with the City’s Project Manager to respond to any City inquiries, questions or complaints associated with the design and construction activities.

2. The Project Manager is responsible for ensuring the agreed upon work plans are delivered within the agreed upon time-lines, if this is not achievable the Project Manager is to notify the City's Project Manager immediately and develop and implement a strategy to mitigate the delays.

3. At the beginning of the project, the proponent is to provide a baseline work plan for review and approval by the City. The work plan 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.

4. When determining the sequencing/phasing of the assignments the Consultant is to ensure that no interim conditions, having adverse effects on the water/sewer transmission system(s), are created due to staged implementation (i.e. the Consultant is to perform the necessary feasibility reviews, engineering analyses, and implementation work for staged projects). All staged implementation shall be reflected in the Work Plan.
5. The Project Manager shall provide a monthly activities report which, at a minimum, shall include an updated schedule, milestones, completed tasks and estimated budget versus actual expended (graph and table forms), and a monthly look ahead for the proposed work.

6. The Project Manager will be responsible for tracking the scope, budget and schedule for each project and notifying the City’s Project Manager of any anticipated or expected deviations, thereby allowing the City to mitigate any impacts.

7. Limited access to the City’s computer system will be made available for data entry into the City’s Project Tracking Portal (PTP). The proponent's responsibilities associated with PTP entries and updates will include the following:

   a) The pricing form and pre-tender cost estimates must to be entered prior to tendering all contracts and updates to the pricing forms may be required in the event of an addendum. Note, standard templates have been developed and will be provided to the consultant to ensure consistency.

   b) For all meetings, the Project Manager shall prepare and distribute an agenda a minimum of three (3) working days before the meeting, conduct the meeting in an efficient manner, take minutes of the meeting, and distribute them as a ‘draft’ no later than three (3) working days after the meeting. The City will provide comment within one (1) week of receipt of the minutes. The Consultant shall amend the draft minutes as required and issue them in final form no later than two (2) working days after receiving comments (or notice of no comment) from all parties to the meeting. The minutes shall contain a ‘rolling list’ of outstanding action items that shall be continually updated in subsequent meeting minutes with respect to their status.

   c) Engage the services of a geotechnical firm, as required, to be used for investigation during design and construction.

   d) Engage and coordinate the services of a Subsurface Utility Engineering sub consultant, as required.

   e) Coordinate with Utility Companies for possible inclusion of utility assignments within projects. This work may require design on behalf or in support of the utility and/or coordination. External utility related works may need to be included as part of the assignments to reduce the overall construction impact on residents. Consultant will be responsible for coordinating with the Utility Companies or their approved designers to include the utilities' upgrades within the Consultant's tender package and provide the required inspection or tracking associated with the external utilities work.

   f) The Consultant is responsible for ensuring all field personnel are sufficiently trained to deal with all potentially encountered hazards. Consultant's on-site staff is to 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, WHMIS training documentation, and any other appropriate certificate required to perform inspection work).

   g) The Project Manager is responsible for developing and implementing a specific quality control process to ensure compliance with all City standards (i.e. CADD, Survey). All costs borne by the City to correct or modify submitted drawings so that they conform to the City standards shall be deducted from the price of the assignment.
(g) The Project Manager is responsible for ensuring the quality of each of the submissions. All submissions (both draft and final versions) delivered by the Consultant shall be reviewed for quality assurance (QA) and quality control (QC) and signed off by the Consultant. The Consultant is required to maintain and submit a log of each assignment identifying the members on the consultant’s team that have performed QC and QA prior to each submission.

(h) The Consultant is required to comply with Clause 3(6) of the engineering agreement template, which states that the Consultant must complete a financial audit and submit a report of the finding with their final statement. Audit reports prepared by a licensed external auditor must be in the forms prescribed by the CICA.

(i) Review and confirm the existing field conditions in order to avoid significant overrun and/or under run (over or under 30%) of any major item during construction. The Successful Proponent shall exercise extreme care in the preparation of tender quantities. In particular when a major item quantity is estimated or calculated based on information extrapolated from field investigation or surveying or inspection, the Successful Proponent shall carry out sufficient representative investigation or surveying or inspection including any site sampling/testing on the major component of the contract facility to ensure an accurate quantity can be reasonably estimated. This shall include but not be limited to the removal and repair of deteriorated concrete in the substructures and deck soffit, where concrete removal/repair is required.

(j) The Successful Proponent shall determine the extent and details of the representative site investigation/surveying/inspection required to provide sufficient information for accurate quantity estimation; prepare field investigation reports in accordance with Appendix A;

(k) Note that City requirements with respect to the City’s Official Plans, the structure is to be constructed in accordance with the City’s Accessibility Design Guidelines in order to accommodate staff/users that may have temporary or permanent disabilities.

(l) Note City requirements with respect to Health & Safety and Designated Substances Management (including mandatory qualifications for (sub) consultants undertaking Designated Substance List (DSL) Reports and associated activities).

(m) The structural designs shall meet or exceed the requirements of the Canadian Highway Bridge Design Code with the exceptions noted in the Ministry of Transportation of Ontario Structural Manual as well as other applicable regulations/codes, and shall incorporate elements of the Toronto Green Development Standard where applicable.

A.1.4 City Team

1.4.1 Project Manager (PM)

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.
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.

1.4.2 Co-ordination with Other Sections

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

1.5.1 Studies/EA/Design

The consultant shall schedule a project commencement meeting and monthly progress meetings. 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.

1.5.2 Contract Administration

When providing site administration and engineering services during project construction, the Consultant shall conduct bi-weekly site meetings.

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.

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.

1.5.5 Survey Meeting

Prior to commencing any survey work, meet with City Survey and Utility Mapping Services staff to review City requirements. Allow for two (2) half-day meetings with City Survey and Mapping Services group. The Consultant’s expert(s) in this area must attend these meeting in addition to the Project Manager.

A.1.6 City’s Reviews

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.

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.
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

1.7.1 General
The Consultant shall produce a Project Schedule 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.

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.

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

1.7.4 The schedule shall be updated monthly and reviewed at progress meetings.

A.1.8 Document Management

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

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 for input to the City’s electronic document management system. This must be provided at the same time as the paper 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 2013
   (b) Microsoft Project, version 2013
   (c) Visio Professional, version 2013
   (d) Notepad ++ v6.69
   (e) Microstation, SS3 08.11.09.459
   (f) InRoads SS2 08.11.07.615
   (g) Adobe Reader, version XI (11.0.10)

2. Prior to finalizing each submission, the consultant is to confirm the City’s preferred software package and version, for that submission. 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.
1.8.3 Record or As built Drawings

Submit electronic copy on CD/DVD of final Drawings and Specifications. The City will verify that the CADD files meet City standards. All drawings not meeting City standards will not be accepted, and must be re-issued at no additional cost to the City. Paper print versions of documents shall be submitted to the City. Final record drawings shall be supplied to the City on mylar.

A.1.9 Community Relations

Early notification and Community Relations is an integral component for all construction projects that impact the public. Residents and businesses can be more accepting of a project when they are well informed, engaged and involved. The ability of the Proponent to communicate well with the public is critical. Support from the Successful Proponent is to include:

- Review and provide input to the consultation plan prepared by the City's Public Consultation Unit (PCU);
- Technical support for public information materials, such as, but not limited to, maps, web content, notices, updates, display panels and printed handouts;
- Participation in two (2) public events: one for the Design Phase and second, to launch the Construction Phase;
- Attendance by the project lead and appropriate technical experts to present technical issues and/or answer technical questions;
- Provide timely notices of upcoming construction impacts;
- Respond to questions, concerns, complaints with timely and effective information or action (e.g. easy to understand complaints and claim process) and
- Coordination and participation in up to six direct stakeholder (one-on-one) meetings that may be needed to address individual interests and construction impacts.

To allow for sufficient review time and revision completion, all public information materials must be drafted at least five weeks prior to publication. This, and other review periods, should be reflected in the schedule submitted with the proposal. Production of public information materials will follow City guidelines, to be provided by PCU. Delivery of information materials production will follow a minimum schedule as follows:

- 7 weeks before public event - Proposed outline of key content;
- 5 weeks before public event - Complete draft materials for City review;
- 3 weeks before public event - Finalized materials delivered for City to publish online in order to correspond with public notification;
- 2 weeks before public event - Public notice issued (City);
- 1 week before public event - Materials optimized for print/slides for City review; and
- Day of Public Event - Materials printed and presented.
The City’s Public Consultation Unit (PCU) led the public consultation component for the Port Union Road Environmental Assessment Addendum (2015). Building on their experience, the PCU will develop the consultation plan in further detail to address notification, engagement and communication needs/requirements. PCU will provide support in a number of activities but not limited to:

- Provide consultation plan;
- Development and operation of a project web page on the City’s website;
- Identification of key stakeholders and management a City mailing list;
- Briefing and coordination with local Councillor;
- Advance planning for public events, and the promotional activities surrounding these events;
- Facilitation support and logistics for public events including arranging for meeting locations, attendance tracking, etc.; and
- Ongoing coordination with City staff and the consultant in the production of materials for public consultation activities (e.g. flyers, fact sheets, newsletters). PCU shall print all materials and will be responsible for distribution to public.

City staff will be responsible for corresponding with the public and for responding to written, verbal, or media enquiries. Occasional support or assistance from the consultant may be sought.

A.1.10 Invoicing Requirements

1.10.1 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.

1.10.2 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, including sub-consultants, 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, HST 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.

1.10.3 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.
1. 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.

1.10.4 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.

1.10.5 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.

1.10.6 Statutory Declaration

With the request for final payment, the Consultant shall submit an original of the Statutory Declaration Schedule SD-FINAL, 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 Commissioner of Oaths.

1.10.7 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 attached template agreement, Section 3.

A.1.11 Project Cost Control

1.11.1 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.
APPENDIX A.1 – GENERAL PROJECT REQUIREMENTS

PROJECT DELIVERY – STREETCAR WAY & SPECIAL PROJECTS – MAY 2016

1.11.2 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.

1.11.3 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)

1.11.4 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.1.12 Approvals

1.12.1 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.

1.12.2 Federal Approvals

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

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

1.12.3 Provincial Approvals/Permits

1. Ministry of Environment (MOE) – Certificate of Approval (Water, Sewage, Air)

2. Ministry of Natural Resources (MNR) - Permit

3. Ministry of Transport - Permit

4. Environmental Protection Act

5. Ministry of Labour

1.12.4 Municipal Approvals

1. Toronto Region Conservation Authority (TRCA) - Permit

2. Road Cut Permit

3. Right of Way Occupancy Permit

4. Toronto Transportation

1.12.5 Utility/Authority Approvals/Permits

1. Toronto Hydro

2. Hydro One

3. Gas

4. Cable

5. Bell

6. ESA
7. TSSA

A.1.13 Standards

1.13.1 City of Toronto Standards

1. 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 “Design and Construction – Linear Infrastructure CADD Specification manual”. The Consultant shall note that topographic mapping, field edit, compiled area plan, and surveys are collections of data from various sources and may require verification in the field.

(b) Latest version of the City of Toronto’s “Standard Construction Specifications & Drawings for Sewers, Watermains and Roads”.

1.13.2 City of Toronto Requirements for Highway and Pedestrian Bridges, Retaining Walls, Barriers and Highway Accessory Supports of a Structural Nature.

1. Design highway structures in accordance with the Canadian Highway Bridge Design Code and Ontario Ministry of Transportation “Structural Manual”.

2. Design highway structures in accordance Ministry of Transportation “Geometric Design Standards for Ontario Highways” and Transportation Association of Canada “Geometric Design Guide for Canadian Roads”.

1.13.3 Drawing Standards

1. All drawing documentation shall be as set forth in the City of Toronto, Digital Graphics 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 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.
1.13.4 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) Ontario Provincial Standards for Roads and Public Works
   (b) Navigable Water Act
   (c) Environmental Protection Act,
   (d) Ontario Health and Safety Act
   (e) Ontario Bridge Code
   (f) Ontario Water Resources Act

A.1.14 Quality Assurance and Quality Control

1.14.1 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.

1.14.2 QA Program

1. 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. 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 ensure it has been performed in accordance with:
   (a) Good engineering practice
   (b) Constructability
   (c) Practical layout of equipment from an operation and maintenance perspective
   (d) Relevant code(s) and standard(s) that the project must comply with.
   (e) The City's requirements as specified herein and in the Request for Proposal
   (f) Other specific requirements to the project

1.14.3 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.
APPENDIX A.1 – GENERAL PROJECT REQUIREMENTS
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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
   (a) To ensure the City's standards for Tender Form, General Conditions, Special
       Provisions etc. have been used
   (b) The proper equipment has been specified
   (c) That all the required approvals and permits have been specified
   (d) That all test procedures have been specified
   (e) That all codes and/or standards have been specified
   (f) That all equipment tolerances are specified for proper installation
   (g) That the Specifications are clear and concise

A.1.15 Designated Substances (including asbestos) Management

1.15.1 Designated Substances & Asbestos Surveys – General

1. 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:
   (a) Acrylonitrile - RRO 835/90 amended to 101/04;
   (b) Arsenic - RRO 836/90 amended to 102/04;
   (c) Asbestos - RRO 278/05;
   (d) Benzene - RRO 839/90 amended to 105/04;
   (e) Coke Oven Emissions - RRO 840/90 amended to 106/04;
   (f) Isocyanates - RRO 842/90 amended to 108/04;
   (g) Lead - RRO 843/90 amended to 109/04;
   (h) Mercury - RRO 845/90 amended to 111/04; and,
   (i) Vinyl Chloride - RRO 846/90 amended to 1112/04

2. In addition to the designated substances listed above the following materials are also to
   be included:
   (a) Polychlorinated biphenyls (PCBs);
   (b) Ozone-Depleting Substances;
   (c) Urea Formaldehyde Foam Insulation;
   (d) Man-made mineral fibres, and
3. Where the scope of work refers to “Designated Substances”, this includes all of the items noted above.

4. Unless specifically instructed in the Request for Proposal that a Designated Substances and Asbestos Survey Report (DSL Report, “the Report”) is not required, complete the Report in accordance with the requirements of the latest Ontario Occupational Health and Safety Act (OHSA) and Regulations. The asbestos report shall identify the cost for asbestos removal and shall include the requirements to meet OHSA, including without limitation, the following:

   (a) Inspect and sample area indicated and related equipment and services that are suspected of containing asbestos to establish whether any friable material that is likely to be disturbed, handled or removed during the demolition work, contains asbestos. Destructive testing shall be performed only on equipment that is to be demolished and is not currently in service. Obtain approval from the City prior to any destructive testing.

   (b) Carry out laboratory analysis of samples to determine type and percentage of asbestos.

   (c) All sampled locations are to be labelled as to whether they contain asbestos or not. They shall be labelled as containing asbestos or not, 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 asbestos and asbestos free material is acceptable, and may be substituted for adhesive labels. High visibility paint in a distinctive colour is to be used).

   (d) Prepare drawings and photographic documentation for all testing performed indicating type, location and extent of asbestos.

   (e) A report shall be prepared that states whether friable material that is likely to be disturbed, handled or removed during construction. If it does contain asbestos, the report shall state the type of asbestos, the approximate quantity present, and the recommended removal type. The report shall be in full compliance with the requirements of Section 10 of Regulation 278/05.

   (f) The “Report” must include recommendations regarding remediation prior to tendering of the contract.

   (g) Ten (10) copies of the report shall be provided to the City, and one CD in the native electronic and pdf format.

1.15.2 Asbestos Management Work Scope Activities

1. Pre-Design Phase

   (a) Prepare survey in accordance with A.1.14.1 including a site survey, sampling and analysis, labelling onsite, and report generation. Note that if the consultant undertaking the asbestos survey is not the prime consultant, the prime consultant responsible for design who is fully conversant with the scope of work must walk the site with the consultant undertaking the Report. Furthermore, the specialty consultant must be provided with a detailed site plan and work scope description prior to initiating the Report.
2. Detailed Design Phase
   (a) At completion of detailed design, re-confirm, in writing, that the scope of work matches the designated substances and asbestos survey conducted in pre-design and/or update the survey if required. Confirmation must be signed and stamped by a Professional Engineer who is knowledgeable as to the scope of work, and who is licensed in the Province of Ontario. Prepare a draft Owner’s Report for inclusion in the Tender Documents.

   (b) Include in the design specification a detailed protocol for: a) removal of asbestos required under the contract (if any); b) a strategy for dealing with any suspected (i.e. could not be tested for during design stage) or unanticipated designated substances and/or asbestos found during construction, and/or c) management in-place, as appropriate.

   (c) If remediation prior to tendering is feasible, provide a detailed scope of work for: a) asbestos abatement; and/or b) to manage asbestos in-place. The City will provide services for abatement and/or management. Include for monitoring of asbestos abatement/management by qualified personnel, and provide a clearance certificate, if applicable.

3. Construction Phase
   (a) Include for monitoring of asbestos removal and/or management by qualified consultants, and provide a clearance certificate, if applicable.

   (b) Update the DSL Report and prepare a draft Asbestos Owner’s Report as scope changes to the contract necessitate.

1.15.3 Mandatory Qualifications for Consultants Undertaking Designated Substances & Asbestos Surveys

1. Consultants or sub-consultants completing designated substances and asbestos surveys for projects for the City of Toronto 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, and experience within the municipal government environment.

   (b) The project manager must have a minimum five years experience working on similar projects, and experience within the municipal government environment.

   (c) Principal or Senior Environmental Consultant must be a certified Industrial Hygienist with mandatory of five years related experience, and preferably ten years experience.

   (d) Each inspector shall possess the following minimum qualifications to be eligible for consideration under this contract:

   (e) Be full time employee with the successful firm prior to commencement of work. During the period of employment, the employee must be engaged in designated substance and hazardous waste survey work and hazardous abatement/project management on a full time basis.

   (f) Have a minimum of three year’s experience carrying out designated substance and hazardous waste facility surveys and supervising of abatement contractors/projects management.
(g) Have attended asbestos facility survey and abatement courses (minimum three (3) days duration). The City recognizes that there are currently no mandatory accreditation courses. Therefore provide details on the courses completed, including the date(s) of training.

(h) Have been trained in the use and care of respirators.

1.15.4 Mandatory Qualifications for Laboratories being used for Designated Substances & Asbestos Surveys

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:
   
   i. Individuals performing analysis should be personnel registered in Asbestos Analyst Registry (AAR) of the American Industrial Hygiene Association (AIHA) and the local Ministry of Labour Code as appropriate.
   
   ii. Samples must be analyzed using appropriate method for determination

A.1.16 Health & Safety

1.16.1 General Requirements

1. 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.


3. 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).

4. 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.

5. 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. Staff must adhere to site security and emergency procedures at all times.

6. 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.

7. 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.

1.16.2 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.

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A.2 DATA COLLECTION

A.2.1 Roles and Responsibilities

2.1.1. Consultant's

1. Gather and review all relevant information available from public records and City/MTO/other authority record or as-built drawings including previous studies, investigations, analysis and reports, including the list of information shown below in 3.2.1.2. The Consultant is responsible for gathering all the data from the various City sources and reviewing it for accuracy.

2. The Consultant will be required to undertake the collection, review, and rationalization of all Source Data Sets.

3. Request, review and rationalize utility records from City and Utility Companies.

2.1.2. City's

1. Provide a general review of submissions (within 2 weeks or less) to confirm compliance with City Standards.

2. Review, comment and approval of the SUE and Geotechnical Proposals within 2 weeks.

3. Best efforts will be made by the City to provide access to the following information as it exists at the time of assignment for use and preparing the preliminary design, detailed design and contract administration services; however it is the Consultant's responsibility for collecting this information listed below:

   (a) Project Initiation Notices circulation list
   (b) List of Key City Contacts (Internal Directory) and annual updates, as needed
   (c) Current release of CADD standards (including digital file structure)
   (d) Standard Specifications and General Conditions
   (e) Historical soil data, if and where applicable
   (f) Available existing CCTV camera sewer inspection information if and where available
   (g) Available water and drain service information
   (h) Available existing engineering as-built plan data
   (i) Toronto Water Asset GeoDatabase Information
   (j) Topographical mapping
   (k) Available utility mapping
   (l) Property data mapping
   (m) Survey & mapping specifications and requirements
   (n) Current District Design criteria
   (o) Communication materials to and from the public and stakeholder groups
   (p) Aerial mapping
   (q) Horizontal and vertical control information
   (r) All pertinent reports including EA documents, if available
   (s) Standard document templates in Microsoft Word format
(t) All legal surveys.

Note: The accuracy of the information is not guaranteed. Therefore, the Consultant shall field verify and confirm all relevant topographic information and existing features.

2.1.3. Coordination

1. The Consultant must coordinate with the various City's District and Operation Staff to collect various background information.

2. The Consultant must coordinate with the Utilities to obtain all relevant records, including circulation of the preliminary base plan.

2.1.4. Collection and Review of Background Data

1. Obtain copies of the CCTV reports for the existing storm and/or sanitary sewers for any Toronto Water assignment that includes sewer replacement, which will provide some information needed for the preliminary designs and detailed designs. This information will be provided to the Consultant, if available. If required, the costs to perform CCTV inspections and produce the associated reports, in the case that they are not available from Toronto Water will be paid from the Provisional Allowance indicated in the RFP.

2. Gather and review all relevant information available from public records and City/MTO/Other authority record or as-built drawings including previous studies, investigations, analyses and reports. Review and confirm any existing field information provided by the City and/or other agencies, including topographic and utility system data. The Consultant shall contact the utility companies and obtain all existing and proposed utility information from the utility owners. In addition, the Consultant shall field verify the supplied information, arrange for necessary test pits and confirm utility information and/or conflicts as part of the SUE investigation.

3. Mapping Services can provide topographic information accurate to ±150 mm, aerial images, parcel mapping and address information for planning and preliminary design purposes, where available. This information is available from Survey and Utility Mapping located at 18 Dyas Rd.

4. Not all drawings will be digital and may need to be copied. Consultant will be responsible for obtaining the required documents and producing the copies as needed and integrating any necessary information.

5. The Consultant will be required to obtain any additional documentation such as as-built sewer and water service records as part of the data collection. This information may be in various formats from the City archives. The Consultant is responsible for visiting the archives, making the requests, and then gathering any necessary information. The project information is contained at various City locations and the Consultant will be responsible for visiting each location to collect the required as-builts for each assignment. The Consultant shall verify the content of existing data and obtain updated information as necessary. Any redesign work required due to the Consultant's failure to comply with the above requirements will be at the Consultant's own cost.

A.2.2 SUE

2.2.1. Unless specifically instructed in the Request for Proposal that subsurface utility engineering (SUE) investigations are not required, the successful proponent must retain the services of a specialized firm that will conduct a SUE investigation to the quality level indicated in the RFP. SUE Quality Levels are defined as follows:

1. The scope of work to complete a Quality Level D, as a minimum must address the following:

   (a) Records and Information Research - conduct appropriate investigation (e.g. Owner records, City of Toronto archival records, Toronto Public Utilities Coordinating
Committee records, personal interviews, visual inspections, etc.) to help identify utility owners that may have facilities within the project limits or that may be affected by the project.

(b) Record Collection - collect applicable records (e.g. utility owner base maps, “as built” or record drawings, permit records, field notes, geographic information system data, oral histories, etc.) on the existence and approximate location of existing involved utilities.

(c) Records Review - review records for evidence or indication of additional available records. For duplicate or conflicting information, provide clarification.

(d) Identification of Aerial or Ground-Mounted Facilities - include records research, identification, and depiction of aerial or ground-mounted facilities in Quality Level ‘D’ tasks.

(e) Compilation and Presentation of Data - transfer information on all involved utilities to appropriate plan sheets, electronic files, and/or other documents as required by the City of Toronto. Exercise professional judgment to resolve conflicting information. For information depicted, indicate; utility type and ownership; date of depiction; quality level (s); end points of any utility data; line status (e.g. active, abandoned, out of service); line size and condition; number of jointly buried cables; and encasement.

2. The scope of work to complete a Quality Level C shall include all tasks from Level D and as a minimum must address the following additional tasks:

(a) Identification of Surface Utility Features - identify surface features, from project topographic data (if available) and from field observations that are surface appurtenances of subsurface utilities.

(b) Identification of Aerial or Ground-Mounted Facilities - include survey and correlation of aerial or ground-mounted utility facilities in Quality Level C tasks.

(c) Utility Survey and Verifications - surveys of subsurface utility facilities or systems shall also include (in addition to subsurface utility features visible at the ground surface), determination of invert elevations of maintenance holes and vaults; sketches showing interior dimensions and line connections of such maintenance holes and vaults; any surface marking denoting subsurface utilities, furnished by utility owners for design purposes. Survey surface features of subsurface utility facilities or systems, if such features have not previously surveyed and carry out verification checks on previous survey data for accuracy and completeness.

(d) Confined Space Procedures - confined entry procedures (including but not limited to maintenance holes, vaults, and pipes, etc.), are to comply with City of Toronto applicable procedures and requirements contained within the City of Toronto, Health and Safety Policy.

(e) Correlations, Interpretations and Presentation of Data Resolution of Discrepancies - exercise professional judgment to correlate data from different sources, and to resolve conflicting information. Update (or prepare) plan sheets, electronic files, and/or other documents to reflect the integration of Quality Level ‘D’ and Quality Level ‘C’ data. Recommend follow-up investigations (e.g., additional surveys, consultations with utility owners, etc.) as may be required to further resolve discrepancies and conflicts. As appropriate amend the indicated quality level of depicted information.
3. The scope of work to complete a Quality Level B shall include all tasks from Level D through C and as a minimum must address the following additional tasks:

(a) Line Detection and Marking - select/apply appropriate surface geophysical method(s) to search for and detect subsurface utilities within the project limits, and/or to trace a particular utility line or system. In conjunction with the City of Toronto standards and based on an interpretation of data, mark the indications of utilities and label individual utility information on the ground surface, for subsequent survey. Unless otherwise directed, mark centerline of single conduit lines, and outside edges of multi-conduit systems. As an alternative to the physical marking of lines, the Consultant may, with City of Toronto approval, utilize other means of data collection, storage, retrieval, and reduction, which enables the correlation of surface geophysical data to the projects survey control.

(b) Survey - Survey all markings that indicate the presence of a subsurface utility. Perform surveys to a horizontal accuracy consistent with applicable City of Toronto survey standards. Reference surveys to the project's survey control. Record depth information of utility, which is indicated by the particular detection method, used. Clearly identify the means used to estimate depth, and the estimated level of accuracy.

(c) Correlations, Interpretations and Presentation of Data Resolution of Discrepancies - exercise professional judgment to correlate data from different sources and to resolve conflicting information. Update and/or prepare plan sheets, electronic files, and/or documents to reflect the integration of Quality Levels D, C, and B data. Recommend follow-up investigations (e.g., additional surveys, consultation with utility owners, etc.) as may be needed to further resolve discrepancies. As appropriate, amend the indicated quality level of depicted information.

(d) Certified as to accuracy by a licensed Professional Engineer. All drawings and reports must be stamped and signed.

4. The scope of work to complete a Quality Level A shall include all tasks from Levels D through B and as a minimum must address the following additional tasks:

(a) Selection of Test Locations - City of Toronto may require Quality Level A data where the precise horizontal and vertical location of utilities, obtained by exposure and survey of the utility at specific points, is needed for conflict assessment and/or resolution purposes. The Consultant may recommend test locations based on the requirements of the project and on existing subsurface utility information.

(b) Selection of Method - The Consultant shall use minimally intrusive excavation techniques, acceptable to the City of Toronto, where utility lines must be exposed and surveyed at specific locations that ensure the safety of the excavation, the integrity of the utility line to be measured as well as other lines, which may be encountered during excavation. The Consultant will ensure excavation shall be by means of air or water assisted vacuum excavation equipment manufactured specifically for the purpose. No other means of mechanical excavation shall be allowed.

(c) Excavation of Test Holes - clean the test hole area of surface debris. In hard surface areas, neatly cut and remove existing surface, cut not to exceed 0.15 square meters unless otherwise approved. Excavate test hole by method(s) approved by the City of Toronto and to the applicable standards. The nominal diameter of the test hole shall not exceed 375 mm unless otherwise approved. Expose the utility only to the extent required for identification and data collection purposes. Avoid damage to lines, wrappings, coating, and cathodic protection or other protective coverings and features. Hand dig as needed to supplement the
excavation and to ensure safety of personnel and buried plant. Revise test hole location as necessary to positively expose the utility.

(d) Collection, Recording and Presentation of Data - measure and/or record the following information on an appropriately formatted test hole data sheet that has been dated and professionally sealed by Consultant. Elevation at top and/or bottom of the utility tied to the project datum, to a vertical accuracy of +/-15mm. Elevation of existing grade over utility at test hole. Horizontal location of utility referenced to project coordinate datum, to a horizontal accuracy consistent with applicable City of Toronto survey requirements. Field sketch showing horizontal location referenced to a minimum of three (3) swing ties to physical structures existing in the field and shown on project plans. Approximate centerline bearing of utility lines. Nominal diameter of pipe, width of duct banks and configuration of non-encased multi-conduit systems. Utility structure material composition, when reasonably ascertainable. Identity of benchmarks used to determine elevations. Ascertain and note condition of utility. Pavement thickness and type when applicable. Soil type and site conditions. Identity of utility owner/operator. Other pertinent information as is reasonably ascertainable from test hole.

(e) Site Restoration - replace bedding material around exposed utility lines in conformance with owner’s specifications or as otherwise directed or approved. Backfill and compact excavated material in accordance with City of Toronto requirements. Re-install color-coded warning ribbon within the backfill area and directly above the utility line. Supply/install permanent surface marker (e.g. P.K. nail, peg, steel pin, or hub) directly above the centerline of the structure or edge of structure for duct banks and record elevation of marker. Backfilling / surface restoration shall conform to the City of Toronto’s Municipal Consent Requirements for the Installation of Plant within City of Toronto Streets.

(f) Interpretations of Data and Resolution of Discrepancies - provide professional expertise to correlate multi-sourced data and to resolve conflicting information. Update plan/profile sheets, electronic files, and/or other documents to reflect the integration of Quality Levels D, C, B and A data. Recommend follow-up investigations (e.g., additional surveys, consultation with utility owners, etc.) as may be needed to further resolve discrepancies. As appropriate, amend the indicated quality level of depicted information.

(g) Certified as to accuracy by a licensed Professional Engineer. All drawings and reports must be stamped and signed.

5. The SUE Quality Level performed for each utility must be indicated on plan and/or profile engineering drawings.

6. Traffic Requirements

(a) Traffic Management Plans must be prepared and implement, as approved by the City, whenever movement of traffic or traffic safety is impacted by the Consultant’s operations. The Traffic Management Plan shall conform to the Ministry of Transportation – Ontario Traffic Manual Book 7.

(b) The Consultant shall also engage pay duty police, as required, for control of vehicular and pedestrian traffic. As a general guideline, pay duty police are required during any construction activity carried out within 30 metres of a signalised intersection, in signalised intersections when the left turn has been eliminated and/or turning movements cannot be made in a safe manner, at signalised intersections when pedestrian movements cannot be made safely due to the construction, or whenever there is a need to direct or stop two (2) lanes of traffic flowing in the same direction or opposite directions. Two (2) pay duty police officers shall be required to be present during the installation, relocation and/or removal of
traffic control signs and delineators on any arterial roadway. Whenever towing
services are required, a pay duty police officer must be present to direct and control
this operation.

A.2.3 Engineering Survey

2.3.1. The Consultant will be required to perform the following:

1. Provide a complete Engineering Survey within the road allowance for the preparation of
   engineering drawings. The Engineering Survey shall be a full topographical survey with
   0.005 of a metre accuracy, from property line to property line for the entire length of the
   proposed assignment locations and, as a minimum, provide the information detailed in
   Appendix A-4 and the City Engineering Survey Standards. The successful proponent will
   be provided with legal surveys related to the pertinent road allowances.

2. The Engineering Survey shall follow good survey practice such as obtaining elevations at
   least every 20 metres if a more stringent requirement is not identified in Survey Standard
   (i.e. alignment changes, low points, etc.)

3. The surveyors must have the capacity, both labour and experience, to provide
   engineering survey, as required for this program. The Party Chief must have at least five
   (5) years of related experience.

4. Engineering Survey is to be included as part of the base scope of work for Data
   Collection.

5. The Engineering Survey is to be tied to the City's geodetic datum, horizontal and vertical
   control points, which will be provided by the City at the Consultant's request.

6. The Engineering Survey shall conform with the City's “Engineering Survey Standards for
   Consultants” and “Engineering Survey Microstation V8 Graphic Specification” (City's
   Survey Standards) and shall indicate the appropriate CAD layers, symbols, and standard
   nomenclature, etc. that are to be used for all drawings. All costs borne by the City to
   correct or modify submitted drawings so that they conform to the survey
   standards shall be deducted from the overall Consultants fees of the assignment.

7. Upon completion of the Engineering Survey and processing, the Consultant shall
   complete a quality control, utilizing the City provided spec checker, to ensure compliance
   with the City Survey Standard and provide the City with a certificate of conformance
   (spec checker text log).

2.3.2. The consultant will be required as part of the scope of work to perform a complete
   Engineering Survey within the road allowance which shall as a minimum provide the following
   information:

1. Confirm location and elevations of all curb, curb and gutter, sidewalks, driveways, bike
   paths, ditches, pavement markings and other road features

2. Confirm location of all utility surface features

3. Confirm location of all shrubs, planting beds, trees including species, diameter of trunk,
   and drip line, and any other landscaping feature such as berms etc.

4. Confirm location and size of all bus shelters, benches, planters and other street furniture

5. Confirm invert elevations and sizes of all affected sewers and watermains or those that
   may cause conflicts, if applicable

6. Confirm top of lid elevations for all maintenance holes, catchbasins, valve chambers,
   valve boxes, and all other service structures

7. Confirm location and elevation of all fire hydrants

8. Confirm type, location and height of retaining walls and fences
9. Confirm surface materials (e.g. asphalt, concrete, pavers, sod, etc.)

10. Any other surface features that may affect constructability or have a significant impact on construction/restoration costs.

2.3.3. Rationalization of Source Mapping Data Sets

1. The following table identifies the file data sets that the Consultant shall obtain from the City, for integration and the development of a composite base plan of existing conditions. Each of the following data sets will need to be compiled and verified to develop the composite base map, this mapping will be used by the Consultant for planning purposes (i.e., utility circulations) until the engineering field survey is integrated, finalizing the baseplan.

<table>
<thead>
<tr>
<th>Source Data Set</th>
<th>Reference File per Data Source and Content</th>
<th>File is Referenced to Design Drawing Files</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Data Sets from Capital Works Download</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1. Address</td>
<td>Available in all Districts and elements in file shall be altered and moved as required for drawing clarity and copied into the Property Street Line (PSL) reference file in conformance with the City’s CADD Specification Manual PSL level designations. (This information is reliable and accurate).</td>
<td>YES</td>
</tr>
<tr>
<td>2. Parcel</td>
<td>Available in all Districts and elements in file shall be altered and moved as required for drawing clarity and copied into ‘PSL’ reference file in conformance with the City’s CADD Specification Manual PSL level designations. (This information is reliable and accurate).</td>
<td>YES</td>
</tr>
<tr>
<td>3. Enterprise Stereo Model (ESM) – Aerial Topographic Mapping</td>
<td>Available in all Districts for preliminary design as a reference file. This data set is secondary to any redundant features identified in engineering survey. The accuracy of this planimetric data is approximately +/- 0.50 metres and is superseded by the Consultant’s Engineering Survey data. Subsequently, line work is required to be modified in order to transition and meet survey related features. Cells and line styles are at 1:500 scale and are required to be converted to adhere to a 1:200 scale design environment. This information is to be used for planning purposes and to supplement the information outside the survey boundaries (street line to street line).</td>
<td>YES</td>
</tr>
<tr>
<td>4. Toronto Water Division Sewer and Water network data</td>
<td>This information is available in all Districts and is used as a source of existing City infrastructure and any discrepancies between this data and surveyed information shall be resolved by the Consultant. This data is available in all areas except the former City of Toronto, where DMOG is used. This data set shall not be copied onto the Underground Services (UGS) reference file but re-scribed into the USG in conformance with the City CADD Specifications Manual.</td>
<td>NO</td>
</tr>
</tbody>
</table>
5. DMOG - (Digital Map Owner’s Group) Utility Mapping

Utility information on underground levels is copied into ‘UGS’ reference file and must be converted by the consultant to conform to the City’s CADD Specification Manual UGS level designations. A conversion tool will be provided to the consultant at the outset of the program. (Note: This data set should be used only to validate other data sources and has not been verified by the City). This data is available to all Districts; however, this only pertains to projects located within the former City of Toronto limits. In addition, surface feature levels (planimetrics) from this data set are not used and have the lowest priority of data integrity. Therefore, underground utility and related data shall be modified and adjusted to fit with Engineering Survey data. Text and elements that form part of this reference file are required to be altered and moved as necessary for drawing clarity. Updated Utility Data obtained from other sources, shall be added to this reference file in conformance with the CADD standards Multi-line definitions. Any identified Easement (EAS) information series shall be placed in the ‘PSL’ or ‘EAS’ reference file(s). Easement info. series are in the PSL reference files.

<table>
<thead>
<tr>
<th>Imagesite Data</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Historic Plan and Profile information</td>
<td>This information is used as a source of existing City infrastructure and validated through Subsurface Utility Engineering (SUE), Utility circulation mark-ups and or engineering surveys.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Laserfiche Servicing Data</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Sewer and Water Services data (cards scan or hard copy by address)</td>
<td>Servicing data to be manually inputted into Design reference file and in conformance with the City’s CADD Specification Manual.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>SUE Data</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>SUE file is used as a resource data set necessary for both validating existing utilities and updating utility data. If required, SUE data is copied into ‘UGS’ reference file in conformance with the City’s CADD Specification Manual UGS level designations.</td>
<td>YES</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Utility Mark-ups</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>This information is used to inform and obtain utility comments on existing utility infrastructure data and coordinate any planned utility work. Any identified differences shall be resolved by the Consultant.</td>
<td>NO</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Engineering Survey (To be provided by the Consultant as per Section 3.2.5)</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>The engineering survey file is referenced and replaces all other source and/or underlying features. It also is the reference file used to complete the re-alignment of all other source data with connecting and adjoining features. Survey levels are not to be copied into any Design File.</td>
<td>YES</td>
</tr>
</tbody>
</table>
2. Upon acceptance of the Engineering Survey by the City, the Consultant shall proceed with rationalizing the preliminary base plan with the engineering survey. All base plan and design drawings must meet the requirements of the City’s CADD Specification Manual.

3. Upon completion of rationalization and preparation of the base plan, the Consultant shall complete a quality control, utilizing the City provided spec checker, to ensure compliance with the City CADD Specifications Manual and provide the City with a Certificate of Conformance (spec checker text log).

A.2.4 Geotechnical Investigation

If the Request for Proposal indicates that the City will separately retain the geotechnical services, Initiate and co-ordinate all work associated with the sub-surface investigation including:

1. Identify areas to be investigated based on the review of the existing reports and the proposed land use

2. Prepare the terms of reference for a sub-surface investigation in compliance with the City’s standards

3. Review the quotations and recommend a specialized firm to be retained by the City

4. Administer all work undertaken by the selected firm

5. Incorporate the recommendations in the relevant reports

Allow for a minimum of eight weeks for the City to retain these services.

2.4.1. Unless specifically instructed in the Request for Proposal that the City will conduct the geotechnical investigation, the consultant will be required as part of the scope of work to conduct geotechnical investigations and prepare reports for each of the proposed assignment locations. The Consultant will be responsible for all asbestos testing, classification of subsoil, water table monitoring; chemical analyses of in-situ soils to determine excavated soil disposal requirements, suitability as fill material and necessary engineering properties that may have an impact on design and construction of the assignment and as a minimum comply with the following requirements:

2.4.2. General Requirements

1. Supply all labour, equipment and materials, necessary to complete the soil borings, including packaging and delivery of samples and submission of reports as specified herein.

2. Arrange for stake out of all underground utilities and obtain the necessary road occupancy permits prior to commencing work.

3. Continuously employ not less than three workers on any one boring machine, including a drilling foreman experienced in both soil and rock drilling and sampling, an assistant, and a flag person to direct traffic. Consultant shall provide his own technician with the appropriate experience in field supervision and sample preparation.

4. The final location of each borehole should be reported in the borehole log with reference to an easily identifiable object on the street, such as house number or measurement from the nearest road intersection. The location of the borehole should also make reference to which travelled lane of a roadway the borehole is situated. Furthermore, the Consultant shall prepare a key plan as part of the geotechnical investigation report for each assignment location and include three tie-in measurements per borehole from permanent structures in the vicinity, with offset from curb lines.

5. In the event that bedrock is encountered, continue the borehole into the bedrock for a depth of 3 metres
6. Designated substance testing must be carried out as part of the geotechnical investigation and findings must be identified in the report.

7. Consultant shall perform the Standard Penetration Resistance test to determine and record the number of blows, of a 65 kg hammer, falling 760 mm, required to drive a 50 mm diameter split spoon sampler 300 mm into the material. Do this for every 750 mm of depth and near the top of each layer of new material. Record the relative elevation of the above tests.

8. Consultant to note and log the type of soil at various levels from the datum provided by the City's Project Manager, to the depth of the borehole, or from road/ground surface as specified. Take the first sample before the hole is 250 mm deep, and the second sample between 250 mm and 1000 mm depth. Thereafter take samples with a sampling spoon of approved type, every 750 mm, and at every level where there is a change in character of the soil. Immediately upon removal from the hole, samples shall be tightly sealed in air tight containers, to be supplied by the Consultant. Take care to ensure all fine materials are retained and that materials are well mixed and truly representative of the soils to be encountered during construction. Assemble samples separately for each hole, and label to give a complete record of each boring, including names of assignments, order number, hole number and depth at which the sample was taken.

9. Pavement investigations to address the permeability of the sub-grade materials are to be performed to facilitate drainage design. The permeability of the sub-grade shall be estimated by comparing the particle size distribution of the material with the established permeability correlation data. Combined sieve and hydrometer analyses shall be carried out on representative samples of the sub-grade material(s) to obtain the particle size distribution curves for comparison.

10. During the field investigation works, Consultant to provide, erect and maintain all requisite barriers and fences, or build proper protection, provide, keep and maintain watchperson and warning lights as specified by the City of Toronto, to ensure safety to the public as well as those engaged on or about the work, without further order or expense.

11. Upon completion of the works, remove all piping, temporary structures, garbage and waste materials and restore ground surface to its previous conditions. Refill each borehole immediately after its completion, with cement grout (1:3 cement sand mortar mixed dry and tamped in). Test pits to be backfilled in accordance with City Standard TS 4.60: Construction Specification for Utility Cut and Restoration. Restoration must be satisfactory to the City.

2.4.3. Base Scope

The Consultant will be required to perform the following as part of the base scope of work unless otherwise indicated:

1. Conduct geotechnical investigations and prepare reports for each of the proposed assignment locations.

2. The geotechnical investigations shall be supplemented as required with additional explorations to verify consistent conditions within a critical component zone and/or as recommended by the Consultant and approved by the City. Additional boreholes may be required to confirm conditions if two adjacent boreholes show differing information.

3. Prepare borehole plans for each assignment location, obtain permits as required for soil investigations, co-ordinate and perform/supervise soil environmental investigation activities in the field and incorporate all necessary soil and disposal practices and procedures required by the regulatory agencies into the contract documents.

4. The Consultant shall select the location of boreholes to avoid conflict with above or underground utilities, distribute boreholes evenly across the entire length of the
assignment location, and cover all the traveled lanes. The quantity and depth of boreholes for each assignment location shall be determined by the Consultant to ensure the required geotechnical information is obtained to successfully complete the design and construction works.

5. The Consultant shall submit geotechnical technical proposals for each assignment for review by the City's Project Manager prior to proceeding with any geotechnical field works. The field works shall commence as soon as possible after receipt of notification of acceptance of the geotechnical proposal for each assignment and complete the work within the time indicated in the submitted work plan.

6. Where boreholes or test pits are located near or on public roads, the Consultant will be required to arrange the geotechnical investigation equipment so as to provide minimum inconvenience to traffic and to conform to the traffic requirements.

7. Consultant to keep a continuous log of materials encountered during the sinking of each borehole. All sample descriptions in the report shall follow the Canadian Foundations Engineering Manual soil classification system.

8. Piezometers are to be installed in boreholes that are not dry upon completion of drilling. Water inside a borehole should be pumped out before a piezometer is installed prior to backfilling. The Consultant is responsible disposing of the surplus water. Consultant should return to the site to record the free standing ground water level inside the borehole after 24 hours. Each piezometer assembly shall include a proper piezometer tip, an appropriate length plastic tubing of 12.7 mm outside diameter, couplings, and protective plastic caps.

9. The type and quantity of laboratory tests for each assignment location shall be determined by the Consultant to ensure the required geotechnical information is obtained to successfully complete the design and construction works.

10. When a pervious storm sewer system is identified in the scope of an assignment, in situ infiltration tests are to be performed in a separate 5.00 metre deep borehole by inserting a perforated casing with the top 1.5 m perforations being blocked off. Fill the hole with water and measure the time required for the water to infiltrate into the soil.

11. Consultant to undertake soil chemical analysis for each of the proposed assignment locations.

12. Where required, asphalt cores shall be analyzed to determine asbestos content as per O. Reg. 278/05 utilizing the U.S. Environmental Protection Agency Test Method EPA/600/R-93/116: Method for the Determination of Asbestos in Bulk Building Materials (June 1993). Consultant shall review the City's Asbestos Locations map to determine if asbestos analysis of cores are required for each assignment and document the decision in the technical proposal. Asbestos analysis shall be typically done on a composite of all asphalt layers found in a core sample. If asbestos is detected in the composite sample or if asbestos is already suspected in a specific layer, then separate analysis of each distinguishable asphalt layer may be required. Payment for each asbestos analysis for composite or for each asphalt layer shall be paid based on the unit price provided in Table 5.4. Payment for asbestos analysis shall be the same for each asbestos analysis completed, whether it is for a single layer of asphalt or for a composite of 1 to 4 or more layers. Asbestos concentrations shall be reported as a percent by weight to less than 0.25% asbestos content and shall include an indication of the asbestos fibre type. Asbestos fibre analysis shall be done using polarized light microscopy (PLM). Asbestos fibre analysis method shall be based on EPA 600 or approved equivalent.
13. At a minimum, provide recommendations to address following:

(a) Pipe bedding (materials) requirements with respect to City's standards;
(b) Dewatering requirements describing available methods including well points, if required;
(c) Recommendations relative to bedrock blasting and removal, if required;
(d) Recommendations for open cut trench excavation, type of shoring system, methods of tunneling, or jacking and boring;
(e) Recommendations on the use of native backfill, placement depth of layers, and compaction specification for same;
(f) Recommendations for soil parameters to be used for calculation of trust blocks and restrained joints (including coefficient of friction, shear angle, and bearing capacity);
(g) Concerns in relation to trench bottom uplift; and,
(h) Recommendations on the disposal of the material off site based on the outcome of the chemical analysis of the soil.

14. Geotechnical Investigation Report

(a) Environmental Site Assessment chemical analysis of representative soil samples as outlined in the Ministry of Environment (MOE) Criteria for use at Contaminated Sites in Ontario (General and Inorganic) and the MOE Regulation 347. The chemical analysis is intended to address any qualitative concerns for materials disposed offsite. Make recommendation on the disposal of the material off site based on the outcome of the chemical analysis of the soil.

(b) All findings from the geotechnical investigation, including borehole log report, chemical analyses results, comments and recommendations should be presented in an assignment by assignment or assignment grouping report format. Recommendations shall include a cost effective life cycle pavement design based on the City's Pavement Structural Design Guideline and suitability of materials for backfilling purposes. Traffic volumes (AADT) required for the pavement design will be supplied by the City.

(c) For each geotechnical investigation, the Consultant shall submit to the City's Project Manager two (2) separate reports, a factual report and a recommendations report.

(d) Any extra costs borne by the City which are determined to be attributed to inadequate geotechnical information (such as boreholes not extended at a minimum to the depth of proposed works, insufficient chemical analysis or asbestos testing to minimize costs during construction, identifying dewatering requirements, etc.) shall be deducted from the Consultant's overall fee for the assignment.

(e) The Consultant to confirm the activities related to boreholes and boreholes preparation confirm with OHSA requirements, including but not limited to, how it pertains to the requirement of the Constructor.

2.4.4. Traffic Requirements

1. The placement of signs, flashers and channelling methods for the guidance and protection of pedestrian and vehicular traffic must conform to the latest Ontario Traffic Manual Book 7: Temporary Conditions.

2. Materials and equipment must be confined to one side of the street only and stored so as not to interfere with visibility and/or corner movements.
3. Sidewalks must not be totally obstructed at any time. However, if sidewalks must be blocked, pedestrians shall be directed to the other sidewalk on the opposite side of the road with proper signage.

4. Satisfactory facilities for pedestrians crossing at corners must be provided.

5. Provide flag persons to guide pedestrians and vehicular traffic when required.

6. Maintain access to all streets at all times.

7. Comply with conditions of the Road Occupancy Permits such as meeting with the Work Zone Traffic Coordinator when required and issue RODARS lane restriction notifications.

8. As a general guideline, pay duty police are required during any construction activity carried out within 30 metres of a signalised intersection, in signalised intersections when the left turn has been eliminated and/or turning movements cannot be made in a safe manner, at signalised intersections when pedestrian movements cannot be made safely due to the construction, or whenever there is a need to direct or stop two (2) lanes of traffic flowing in the same direction or opposite directions. Two (2) pay duty police officers shall be required to be present during the installation, relocation and/or removal of traffic control signs and delineators on any arterial roadway. Whenever towing services are required, a pay duty police officer must be present to direct and control this operation.

2.4.5. Borehole Log Report

All sample descriptions in the report shall follow the Canadian Foundations Engineering Manual soil classification system. The borehole log report, among other relevant information, shall include the following:

(a) Project description, location, date and time of test and drill type.

(b) Detail description of the types of soil encountered, their soil classifications and depths and delineate soil stratigraphy in accordance with the Ministry of Transportation of Ontario’s Soil Classification System.

(c) Record the thickness of asphalt and/or concrete and granular road base in the borehole log report, where boreholes are located within an asphalt or concrete roadway.

(d) Describe colour, consistency and or wetness of soil.

(e) Make specific note of soil colour stains, odours where present and any metal, wood, debris or organic materials encountered. Record any observations that indicate contamination of excavated material with petroleum products, garbage or other wastes.

(f) Record N values from Standard Penetration Tests and penetration depth of split spoon sampler.

(g) Record ground water and free standing water table in the borehole upon completion of boring and after 24 hours.

(h) Report cave-in depth if cave-in occurs.

(i) Describe the type and hardness of bedrock if encountered.

2. Soil Chemical Analysis

(a) Consult with MOE or TRCA staff and develop a work program to analyze and classify the material, which is intended for excavation during construction. The proposed work program must be satisfactory to MOE or TRCA staff. The work program may include only analysis of existing soil samples and/or collection and analysis of additional soil samples as considered appropriate to the site and project at hand.
(b) Conduct sufficient laboratory analysis to classify soil samples for landfill disposal options in accordance with ILQCP and MOE guidelines.

(c) Prepare a final report outlining the work program undertaken; test results; and commenting on the suitability of excavated material for landfill disposal. Where test results indicate that the material will not be suitable for landfill (Leslie St), include alternative landfill disposal options consistent with Ontario Regulations 558 and MOE guidelines for disposal at a licensed landfill.

3. Infiltration Test
   (a) If required, in situ infiltration tests are to be performed in a separate 5.00 metre deep borehole by inserting a perforated casing with the top 1.5 m perforations being blocked off. Fill the hole with water and measure the time required for the water to infiltrate into the soil.
   (b) Soil percolation rates are to be measured in each borehole. Soil percolation rates are to be measured in the depth range of approx. 1.2m to 3.5m. Infiltration testing shall be done to assess suitability of area for pervious catch basins. Recommendations are to be provided concerning suitability of soils for infiltration as per MOE guidelines.

A.2.5 Noise Study

1. Unless specifically instructed in the Request for Proposal that a noise study is not required, retain the services of a specialized firm to conduct a noise study in compliance with NPC-133, *Assessment of Planned Stationary Sources of Sound* and the City’s of Toronto Municipal Code, Chapter.

2. If the Request for Proposal indicates that the City will separately retain the noise study services, the Consultant shall initiate and co-ordinate all work associated with the noise study as follows:
   (a) Identify areas to be investigated based on the installation of the existing and the proposed layout of the new facilities.
   (b) Prepare the Terms of Reference for a noise investigation in compliance with the City’s standards.
   (c) Review the quotations and recommend a noise consultant to be retained by the City.
   (d) Administer all work undertaken by the noise consultant.
   (e) Incorporate the recommendations and ensure implementation of noise attenuation measures, as required.

   Allow for a minimum of eight weeks for the City to retain these services.

END OF APPENDIX A.2
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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, and other documents pertaining to the study. Visit the site as required to determine existing conditions, services, features, 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 structure to confirm changes or omissions, if any, in the record drawings. The expected level of the site review includes at a minimum, a walk-through of the structure 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 Structure
Perform a field review of the existing structure relevant to the study. Verify existing structure capacities, conditions, and layout.

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:

(a) materials to be sampled and rationale
(b) inspection equipment and methodology
(c) parameters to be monitored or tested and rationale

(d) comparative criteria (i.e. applicable Codes, Standards, Regulations, Guidelines, etc.)

(e) schedule

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 life cycle, 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:

(a) Cost of ownership (i.e. lifecycle costs)

(b) Land requirements

(c) Impact on future and current land use

(d) Capacity, performance and efficiency

(e) Operational and maintenance costs

(f) Operational issues and concerns

(g) Site constraints

(h) Design and construction schedule

(i) Constructability challenges

(j) 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.

(a) Draft and final study plan
(b) Technical Memo on Design Alternatives
(c) First draft Study Report
(d) Second draft Pre-design Study Report
(e) Final Study Report

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A.4  PRELIMINARY DESIGN OR PRE-DESIGN PHASE ENGINEERING SERVICES

A.4.1  General

4.1.1 Existing Documents, Record and As-built Drawings and Site Review

The City will provide copies of available record drawings, reports, and other documents pertaining to the project. The Consultant shall note that changes may have been made over time without updating the documents or record drawings. Prior to commencement of the pre-design, the Consultant shall review the existing background information, as well as conduct a site review of the structure to confirm changes or omissions, if any, in the record drawings.

1. The Consultant shall record its findings and advise the PM of any significant changes or omissions in the record drawings.

2. Any redesign work required due to the Consultant’s failure to review documents or record and as-built drawings will be at the Consultant’s own cost.

4.1.2 Review Scope

Review scope of current projects and identify potential impacts on the project. Ensure that any potential impacts/conflicts are identified and discussed with the City’s project team.

4.1.3 Meetings

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

2. Furthermore, if dictated by the projects scope and complexity, make arrangements and conduct additional meetings with Transportation and Toronto Water Operations staff, as required.

4.1.4 Approvals

1. Refer to Appendix A.1 for general information. During pre-design, the Consultant shall determine the project specific approvals and co-ordinate the process with the City and the approval agencies.

2. If applicable, conduct pre-consultation with the Ministry of the Environment prior to submitting an application for the Certificate of Approval.

3. Near the conclusion of the pre-design phase, identify if a pre-start health & safety review will be required at the conclusion of the design phase of the project (see A.5.1).

A.4.2  Field Reviews, Studies and Surveys

4.2.1 General

1. The Consultant shall identify and conduct all necessary field reviews, studies, and surveys to suit the project scope.

2. Any redesign work required due to the Consultant’s failure to conduct field reviews, surveys will be at the Consultant’s own cost.
4.2.2 Review Condition of Existing Structures

1. Identify all electrical plant and utility appurtenances attached to the sub- and super-structure and on the ground within the section of the project. The owners of these plants are to be notified to determine their relocation requirements. These requirements are to be incorporated into the tender documents.

2. Perform field investigations, including hammer sounding and close up visual inspections, of each component of the structure, including bearings and retaining walls, to ascertain condition and quantities. Prepare a report summarizing these results together with digital photos.

3. Identify upgrades, replacements or retrofits to existing components required to meet current safety requirements.

4. Review the alternatives for maintaining vehicular and pedestrian traffic during construction; The final scheme of traffic control and construction staging must be developed in consultation with the City’s Traffic Operation Section, Project Delivery - Linear & Structures and other stake holders at the pre-design phase and be included in the Pre-Design Report.

5. Investigate and identify any OHSA-designated substances of ducts and owners of the ducts located in the sidewalks and parapet walls.

6. Investigate, identify and undertake environmental testing as required of any embedded or exposed ducts in the structure to identify any OHSA-designated substances and to identify the owners of the ducts.

7. Undertake environmental testing as required to identify any other OHSA-designated substances and the disposal options of any excavated soil.

8. Identify and initiate all necessary permit applications.

9. Obtain complete information and requirements from all utility companies and stakeholders.

4.2.3 Existing Conditions and Utilities

1. Visit the site as required to determine existing conditions, locations, services, features, connections, routes, access, interference, etc., related to the proposed design.

2. Submit plans to utility companies to obtain locations of all below and aboveground utilities. Provide field survey within the limits of the construction area and obtain accurate field ties to all buried utilities as identified by utility companies.

3. Develop an approach to ensure that critical utilities are maintained during construction. Where necessary, coordinate and arrange to expose if accurate location is critical for design purposes. Cost to expose will be borne by the City.

4.2.4 Field edit of Aerial Mapping
1. On projects where the City provides the Consultant with aerial mapping in digital format within the project limits, the Consultant shall conduct a field edit (survey) of the aerial mapping. The purpose of the survey is to confirm the location, accuracy, and completeness of all topographic information; verify invert and materials of existing pipes and manholes where new system will connect, and verify location of all above ground utilities. The Consultant shall comply with the following:

   (a) Set horizontal control line in accordance with the City’s requirements with ties to existing property bars and topographic information

   (b) Set elevation control bench marks clear of the expected construction area to allow referencing of further detailed elevation information, as well as the development and control of elevations of the works to be constructed under this project.

   (c) Provide any other necessary survey work required to complete the design of the project.

   (d) Provide all survey notes for layout purposes

4.2.5 Topographical survey

Unless specifically excluded in the RFP, a topographical survey of the project area is required.

A.4.3 Review of Design Alternatives

1. The Consultant shall prepare a review of design alternatives and summarize in a report, which will provide the foundation for the pre-design phase. Submit a report outline to the City for approval prior to commencement of the review.

2. The report shall outline project specific options, provide an analysis of these options, and include a recommendation of the preferred alternative. The analysis shall be based on the technical information, prepared by the Consultant prior to commencement of the pre-design, and on the input from the City. The analysis of options shall include, but not limited to the following:

   (a) Cost of ownership including annual fixed/amortized costs

   (b) Land requirements

   (c) Impact on future and current land use

   (d) Operational and maintenance costs

   (e) Operational issues and concerns

   (f) Site constraints

   (g) Design and construction schedule

   (h) Constructability challenges

3. The review shall document the process with sufficient level of detail to support the City’s decision on proceeding with the selected option.
4. In general, the report shall include technical memoranda, test results of pilot testing, notes of meetings, and copies of relevant correspondence with the project stakeholders.

5. On selected projects the review of design alternatives and the pre-design report, as defined Appendix A.4, may be combined in one document. Refer to the project specific scope of work in the RFP.

A.4.4 Preliminary Design of Selected Alternative

4.4.1 Roles and Responsibilities

1. Consultant’s
   (a) Complete and Submit 30% design based on the coordinated scope identified.
   (b) Establish preliminary implementation plan.
   (c) Identify property requirements, such as working easements or right of ways and prepare the required drawings and applications to obtain the required property.
   (d) Identify any required infrastructure relocations/impacts including, but not limited to, existing watermains, storm sewers, sanitary sewers, forcemains, laterals, etc., as well as the other non-City utilities such as Toronto Hydro cables and ductbanks, natural gas lines, Bell Telephone pedestals and conduits, fibre optics or other telecom lines, etc.
   (e) Identify Approvals/Permitting requirements.
   (f) The consultant is to comply with the minimum milestone expectations identified in Appendix A.4.

2. City’s
   (a) Negotiation of property acquisitions for easement or conveyance purposes
   (b) Provide a list of Key City Contacts (Internal Directory)
   (c) Authorize additional field investigations
   (d) Review of submissions within 2 weeks.
   (e) Responsibilities for public consultation will include:
      i. Providing City input to public consultation work by Consultant
      ii. Pay for meeting room for public meetings/open houses
      iii. Providing available Public Notice templates
      iv. Pay for printing of public notices (excluding display boards) and distribution to the public resulting from public meetings and open houses.

4.4.2 Coordination

1. Coordination with Stakeholders

2. The Consultant is to initiate coordination with the relevant internal (City) and external stakeholders, while involving the City’s Project Manager. Therefore, the Consultant will be required to meet with City representatives and external during the preliminary design for
each project in order to coordinate major construction activities. In preparation for these coordination meetings, prepare a construction sequence and coordination plan for items such as, but not limited to, the following:

(a) Critical sewer segments that potentially impact conveyance and capacity, isolation of watermain to be removed, connection and disinfection timelines, road lane restrictions and any special considerations that will impact District Operations. Coordination with other groups, including Hydro One, Toronto Hydro, Gas, Telecommunications, TRCA, and any other notable public/private stakeholders.

i. Seasonal construction limitations (including work in the vicinity of schools and in parks).

ii. Identify and carry out any key interfaces/discussions required for feasibility and design development with the City of Toronto, MTO, TRCA, utility companies and any other private or public authorities that have jurisdiction over land used for the project and the surrounding area.

(b) Address all issues related to responses received resulting from the circulation of PIN’s. Consult with internal and external stakeholders that have identified any potential conflicts, coordination requirements or added scope. The Preliminary Design Report (PDR) will include the issues raised by each stakeholder and identify the issues that are readily resolvable and make recommendations for the issues that require further direction from the City.

3. Meetings and Workshops

(a) Coordination with the relevant internal (City) and external stakeholders is a critical component of each project. Therefore, the Consultant will be required to meet with City representatives and external stakeholders during the preliminary design for each project in order to coordinate major construction activities.

(b) The Consultant will be required to conduct a meeting with all key stakeholders subsequent to the Alternatives Development and Review Technical Memorandum and the Pre-Design Report submissions.

(c) For each workshop the Consultant is responsible for preparing a presentation and/or materials to ensure an effective and well organized meeting.

4. Communication

(a) Communications with external stakeholders, including public consultation shall be in accordance with the Public Consultation and Notification Procedures Manual referenced in Section 2.3.3 and any Public Meetings.

4.4.3 Field investigations

1. Field Reconnaissance

(a) Perform preliminary investigations, field reconnaissance, relevant testing, inspections and studies, including but not limited to photos, surveys, pre-condition surveys and reports on existing properties, facilities and structures within and immediately adjacent to the project limits and any other site investigations and field testing required to support the planning of the project.
(b) The Consultant shall document the existing field conditions for each project with digital photographs and maintain a photograph database. All photographs are to be labeled with location and date taken. All photographs are to be submitted to the City on CD or approved alternate (three (3) copies) upon completion of each Project. As part of the field reconnaissance (without limiting the field reconnaissance to the items in this clause) take note of any potential considerable costs related to the restoration of surface features such as elaborate landscaping, driveways, fences, etc., which could be prevented at the design stage.

(c) The Consultant, when performing site visits, must be aware that certain areas are only accessible during certain periods of time, e.g., access to vehicle travelled lanes may be restricted to off peak hours. Consultation will be required with City’s Transportation Right-of-Way Management to determine requirements for Road Occupation Permits which will be required for roads with high traffic volumes. Furthermore, in some cases the areas are considered confined spaces and therefore, the appropriate protocol must be followed when entering these areas.

(d) The Consultant is to ensure that all members of the program team understand the City’s Tree Protection Policy referenced in Section 2.3.3 and that all works comply with this policy.

(e) The Consultant is to coordinate and work closely with Parks, Forestry and Recreation to ensure that all issues related to the Tree Protection Policy are addressed. As part of the field reconnaissance the consultant is required to survey the existing trees, including their diameter at breast hit and the drip line and to meet the requirement of the City’s Tree Protection Policy.

2. Tree Inventory

(a) For certain assignments where trees may be involved and affected by the construction, The Consultant will be required to obtain the services of a certified arborist to perform an inventory of trees as part of the field reconnaissance. A tree inventory should be undertaken only where required, as directed by Urban Forestry, City Project Manager and for ALL assignments where it is readily known that the proposed works may have the potential to adversely impact to the health of nearby trees as result of infrastructure alignments, extent of excavation, size of equipment used or methods of construction. All tree inventories will be paid on a provisional basis from the Allowance in Table 5.4.

3. Hydrogeological Investigations

(a) As part of the geotechnical investigation, the Consultant shall determine the requirement for hydrogeological investigations that may be required for the design and construction of each assignment and obtaining approvals i.e. Permit to Take Water from Regulating Authorities.

(b) The requirements for performing hydrogeological investigations shall be upon recommendation of the Consultant and approval by the City. Once approval is received from the City, the Consultant is to coordinate the activities of the Hydrogeological sub-consultant, this coordination is considered part of the base scope. The Hydrogeological Investigations and associated report will be paid out of the provisional sum for included in Table 5.4: Provisional Allowances.
4. Subsurface Utility Engineering Bump-Ups

(a) SUE Quality Level A investigation is to be performed in areas of significant utility congestion upon recommendation of the Consultant and approval by the City. This work will be performed in during the preliminary design phase. The Consultant is required to submit a technical proposal for each assignment for review by the City's Project Manager prior to proceeding with any field works. The field works shall commence as soon as possible after receipt of notification of acceptance of the SUE A proposal for each assignment and complete the work within the time indicated in the submitted proposal.

(b) Once approval is received from the City, the consultant is to coordinate the activities of the SUE sub-consultant group as part of the base scope, however the effort to undertake the SUE A will be paid based on the unit prices provided in Table 5.3.

5. Cultural Heritage Resource Assessment

(a) The Consultant will be required to coordinate and oversee Cultural Heritage Resource assessments assignments within City of Toronto heritage properties, archaeological sites, and lands of archaeological potential

(b) This assessment must be done in accordance with the requirements outlined in Appendix A-4.

(c) The assessment must be conducted by a member of the Canadian Association of Professional Heritage Consultants.

(d) The Consultant will be required to prepare a proposal for any required assessments, for review and approval by the City prior to proceeding with the work. All effort by the Program Manager to manage and oversee the assessment will be covered under the base scope; however effort to perform the Cultural Heritage Resource Assessments and provide the necessary report will be paid for out of the provisional allowance included in Table 5.4: Provisional Allowances.

4.4.4 Alternatives Development and Review

The primary focus of the preliminary design (pre-design) phase is to finalize the required scope and select the best value design solution for detailed design and construction for each of the assignments. The key issues to be addressed for each identified assignment are as follows:

1. Confirmation of constructability.

2. Coordinate confirmation of scope and add on work (e.g. watermain replacement, sewer replacement, lateral services replacement, permanent utility cut restorations, road reconstruction and/or resurfacing, Utility Company related works, etc.)

3. Timeline & budget for construction, including the confirmation of funding of internal and external stakeholders.

Comply with A.4.3 in its entirety and submit technical memoranda on major project issues prior to preparing each pre-design report (see A.4.4). Include these memoranda in the pre-design report appendices and include the key content into the body of the report.
4.4.5 Constructability

The confirmation of constructability must address the following issues as a minimum:

1. Confirm field conditions with respect to conflicts with existing utilities (such as gas, telecommunications, power, etc.), services (such as watermains, storm sewers, sanitary sewers, force mains, lateral service connections, etc.). In order to confirm the constructability the Consultant must review the field investigation, engineering survey work and Subsurface Utility Engineering (SUE) investigations.

2. Identify any required utility relocations including, but not limited to, existing watermains, sewers, force mains, laterals, storm sewers, etc. as well as the other non-City utilities such as hydro cables, natural gas lines, telecommunications conduits and infrastructure.

3. Determination/confirmation of property/easement requirements. When easements or working easements are required, the Consultant shall retain the services of a registered Ontario Land Surveyor to prepare a Reference Plan for the easements/working easements. The cost of the Reference Plan preparation, engineering and topographic surveys of the proposed easements/working easements is included as a provisional allowance in Section 5, Table 5.5.

4.4.6 Refinement of Solution

The “refinement of solution” must address the following issues as a minimum. This information is to be included in the pre-design reports:

1. Coordinate with Transportation Infrastructure Design & Construction, Toronto Water and Transportation relating to the scope of construction, construction timing, and coordination/adjustments in scope related to other scheduled City projects in the proposed construction area.
   (a) Consult with Engineering & Construction Services staff on preliminary design alignments and design criteria.
   (b) Traffic management plan.
   (c) Identify methodology for minimizing disruptions to the affected community.
   (d) Extent of roadway restoration for standalone underground infrastructure construction.
   (e) Extent of any other infrastructure asset requiring replacement.

2. The Ministry of the Environment (MOE) requires a Permit to Take Water (PTTW) for construction activities as part of the Certificate of Approvals for Air and Water. Consult with the MOE PTTW Coordinator during preliminary design to confirm any approval requirements for water takings during construction or operation. If required, the Consultant is to arrange and attend consultation meetings with the MOE to review the need for a PTTW. The Consultants effort to attend and prepare documentation for the meeting. will be paid from a provisional allowance included in Section 5, Table 5.4, upon acceptance of the Consultant’s proposal.

3. Submit a PTTW to the MOE, as required, for dewatering activities during construction including groundwater or surface water extraction and the active diversion of surface
water flows by pumping and other such environmental issues. Activities required in order
to apply for a PTTW include, but are not limited to, hydrological studies, in situ well tests,
pump test, hydrogeological analysis, site coordination of the PTTW activities including
finalization of the PTTW application and associated studies and report to support the
application. A provisional allowance has been provided in the Provisional Allowance
Table in Section 5.5 to cover the cost of the PTTW work, excluding the PTTW meetings
with MOE as described in Section 3.3.7.2 above. Fees for PTTW application to be paid
for by the City.

4. Identify all required regulatory approvals and associated timelines for obtaining
approvals. Identify any regulatory approvals that may impact the ability to deliver an a
project as planned.

5. As part of finalizing the detailed design scope, the Consultant will be required to verify the
constructability. Prepare a composite utility plant relocation and/or adjustment plan
including municipal infrastructure (i.e. sidewalks, hydrants, watermains, sewers, etc.) for
the City’s and regulatory agency’s review and approval. It is the responsibility of the
Consultant, once they are made aware of the utility, to ensure that all utility information is
accurate and is properly reflected to avoid conflicts during construction. All additional
design and construction costs to rectify the conflicts during construction, which the
Consultant failed to identify prior to construction, shall be the responsibility of the
Consultant.

6. As part of the pre-design report, include a site plan clearly identifying the anticipated
extent of construction activities related to the assignment, project limits, work requiring
coordination with utility companies, other constructors, etc. Site plan drawings shall be
completed utilizing City CADD Specification Manual and submitted with the PDR in 11" x
17" format. The purpose of this site plan is to assist the City in identifying and mitigating
the obligations associated with Constructor status. The City is not to be named as the
Constructor for any of the construction.

7. As part of the pre-design report where the assignment type is identified as a watermain or
sewer replacement or road reconstruction, the Consultant will be required to provide a
recommended approach for infrastructure renewal and new installations, based on
industry-standard protocols. The Consultant will also review the water services
connections to the watermains and determine if they are viable, or if they require
replacement. Note that the City will replace substandard water service connections within
the road allowance, which are defined as non-copper material (lead or galvanized iron)
and/or water service connections which are smaller than 19mm and/or double water
services and/or water services found to be leaking or broken with new water service
connections in accordance with current water service connection standards for size and
materials; where information is not available to identify a water service as substandard,
the City will replace any non-copper or unknown material water service connections
constructed prior to 1955. The Consultant will be required to review the background data
available from the City to assess the viability of the existing services within the project
areas.

8. Prepare alternative design concepts with impacts and cost estimates. The preliminary
design work shall include, but is not limited to, identifying impact of underground
infrastructure renewal/new construction type assignment alignments with road pavements
and boulevards. The Consultant shall complete preliminary design options with preferred
option recommendations, analyze, and discuss alternative options with the City and all stakeholders to obtain consensus on preferred alternative.

9. Where applicable, the rationalization and finalization of a cost-sharing approach between internal and / or external stakeholders, where the capital costs are shared. The cost apportionment will require approval from those stakeholders.

4.4.7 Environmental Assessment

The consultant is to assume that the project(s) assigned under this RFP have the authority to be implemented per the Municipal Class EA. The proponent is responsible to make themselves fully aware of any conditions, requirements and further consultation as outlined in the ESR or project file and

4.4.8 Public Consultation During Preliminary Design

Include in the base scope of work for this project, full public consultation services to support the project including but not limited to:

1. Public consultation requirements and services to be provided for by the Consultant under this project in accordance with the Public Consultation and Notification Procedures Manual referenced in Section 2.3.3.

2. The Consultant will be required to advise affected properties and stakeholders three months in advance of any capital works that include road, watermain or sewer infrastructure renewal through the issuance of a Public Notice road/sewer/watermain. The Public Notice is to be tailored for each project and must include details on water service replacement and a Toronto Water Lead Service fact sheet where substandard water services may be replaced. A copy of a Public Notice template and fact sheet will be provided by the City.

3. The City reserves the right to have more or less meetings and cost adjustments will be made per the Unit Price provided by the Proponent in Table 5.3.

A.4.5 Pre-Design Report

4.5.1 General

1. Prepare a comprehensive pre-design report, which will provide the basis and details for the final detailed design and construction of the proposed facilities. Submit a report outline to the City for approval prior to commencement of the report.

2. The final pre-design report must be signed and stamped by a Professional Engineer licensed in Ontario.

3. Upon approval of the pre-design report by the City, changes will not be permitted unless authorized in writing the City’s Project Manager.

4.5.2 General Requirements

1. The work program and schedules for the detailed design and construction of the project.

3. A functional traffic staging plan.

4. Statements/drawings showing the design concept(s).

5. Recommend and execute further investigations.

6. An outline of the required specifications.

7. Design criteria and assumptions to be used in the design and the design intent.

8. Submit the pre-design report within four (4) weeks of award of the project to the City for approval and acceptance prior to commencing detailed design.

4.5.3 Reduced Drawings

In addition to full size drawings prepared for the project, provide reduced drawings (11x17) of the following with the pre-design report:

1. General Arrangement

2. Traffic Drawings

4.5.4 Linear Projects

The scope of the pre-design report shall be project specific. In general, the report should include the following sections:

1. Project Description
   (a) Background
   (b) Objectives

2. Plan and Profile Drawings
   (a) Preliminary plan and profile including:
   (b) Existing soils information
   (c) Land to be acquired, if applicable
   (d) Include reduced drawings (11x17) with the pre-design report
3. Mitigating measures  
   (a) Proposed mitigating measures reducing impact on natural, economic, and  
       community environment, such as noise attenuation, air emission reduction, and  
       visual aesthetics

4. Basic Design Data  
   (a) Basic design data as required by the MOE Certificate of Approval  
   (b) Complete preliminary process design calculations, as required, using existing  
       available system data

5. Utility Work  
   For preliminary alignments that pose a conflict with utilities or other municipal  
   infrastructure, the consultant will be required to prepare a composite utility  
   relocation/adjustment plan including municipal infrastructure (e.g. sidewalks, hydrants,  
   watermains, storm sewers, sanitary sewers, etc.) for the City’s and regulatory agencies'  
   review and approval. It is the responsibility of the Consultant, once they obtain  
   information on the location of utility infrastructure resulting from circulations to ensure  
   information is reflected accurately on engineering drawings in order to avoid conflicts  
   during construction.

6. Cost Estimates  
   (a) Prepare construction cost estimate using preliminary quantity surveys and  
       current unit prices within ±25% accuracy.  
   (b) Identify cost of new works  
   (c) Identify cost of renovation works impacted by construction works because of  
       changes to the various codes or legislation  
   (d) Include all work sheets of quantity take-off  
   (e) Include equipment pre-purchased by the City (valves, pipes, etc.)

7. Schedule  
   (a) Prepare a preliminary schedule for final design, construction, and post-  
       construction services of the project. Incorporate reasonable timelines into the  
       schedule, addressing approvals requirements and City of Toronto Council award  
       requirements
A.4.6 Deliverables

The following provides a list of deliverables upon completion of the pre-design. The Consultant shall note that the RFP may contain additional project specific deliverables or delete some accordingly.

1. Review of Design Alternatives
2. First draft Pre-design Report
3. Second draft Pre-design Report
4. Final Pre-design Report complete with design calculations

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A.5 **Detailed Design Engineering Services**

A.5.1 **General**

A.5.1.1. Complete the detailed design of the project as outlined in the final pre-design report (unless otherwise directed in writing) including the preparation of contract documents, contract drawings, and technical specifications.

A.5.1.2. Provide expertise required for the design of the structures and facilities to service the best interests of the public, with due regard for the environmental and public concerns, capital cost and operating efficiency, in accordance with the recognised industry standards, guidelines, best practices, codes, regulations, etc. as established by the City and all regulating authorities. Refer to Appendix A.1.

A.5.1.3. Provide continuous quality assurance and quality control (QA/QC) to verify the technical correctness of the work and high quality services during the project life are provided. Delegate senior technical leads, external of the design team, to conduct milestone QA/QC reviews. Verify that all documents have been reviewed prior to submittal to the City. Apply version control to all documents.

A.5.1.4. Prepare drawings in accordance with the City's Design and CADD Standards and requirements of Appendix A.1.

A.5.1.5. Obtain drawing numbers from the City.

A.5.2 **Pre-Requisites**

A.5.2.1. Do not proceed with detailed design engineering phase until the following tasks have been completed:

1. Final Pre-design Report has been accepted by the City and the Project Manager has directed in writing to proceed with detailed design engineering phase.

2. A project work plan has been developed and presented, including the design schedule, list of project deliverables, and required approvals.

3. Topographic survey of the project site(s) has been completed (if applicable).

4. Geo-technical/Sub-surface Investigation program has been completed and final geo-technical/sub-surface investigation report has been submitted (if applicable).

5. Design team members have visited and are completely familiar with the project

6. Design team members have reviewed drawings of the existing infrastructure and have identified discrepancies on the existing record drawing details from the existing conditions.

7. All above ground and buried utilities and services have been identified and locations verified.

A.5.3 **Design Review Requirements**

A.5.3.1. Detailed design review packages are required at 60%, 90% and 100% design completions.
A.5.3.2. Include with each design review package the complete drawings list indicating percentage complete for each drawing. Provide with each submission, a log of City comments and changes made in the submission to address comments provided.

A.5.3.3. Decisions Log – create and maintain issues log documenting decisions made with appropriate references to other documents such as meeting minutes/notes. Append decisions log with the meeting minutes.

A.5.3.4. Capital Costs and Schedule - Track project capital costs and schedule throughout the project design period. Identify impacts of design changes on the schedule and capital costs.

A.5.4 60% Design Review Package

A.5.4.1. Prior to submitting the design review package ensure that following tasks have been completed.

1. Resolution of outstanding issues from the Pre-Design Report review package.
2. Updated Capital Cost Estimates identifying changes to the pre-design cost estimates.

A.5.4.2. In addition to the general requirements listed above, include the following specifics for each general project type.

1. Watermain Infrastructure
   (a) Final horizontal alignment determined.
   (b) Preliminary vertical alignment established.
   (c) Confirm any by-passing requirements.
   (d) Identify/show service connections to be upgraded.
   (e) Show all proposed watermain, valves, tees, chambers, hydrants, water services (specify size and material)
   (f) Show removal / relocation of any existing hydrants, water services, watermain.
   (g) Confirm fire-hydrant coverage.
   (h) Confirm valve and box spacing.
   (i) Confirm Drain and Air chamber requirements at any low points.
   (j) Identify horizontal and vertical bends
   (k) Confirm Alignment and controls (stationing, offset, N/E).
   (l) Show all Proposed Adjustments (valve chambers and water valves).
   (m) Label and show crossings in profile. Confirm connection details.
   (n) Label all existing chambers and proposed chambers plan/profile.
   (o) Label either crown or centreline of watermain in profile.
   (p) Circulate 60% design submission to Utilities for comments.

2. Sewer Infrastructure
   (a) Final horizontal alignment determined.
   (b) Preliminary vertical alignment established.
(c) Confirm design criteria
(d) Identify high points
(e) Layout CB and low points for secondary drainage
(f) Layout manholes based on manhole placement criteria.
(g) Design calculations to size pipes, determine slope, bedding, backfill
(h) Confirm by-pass requirements (sanitary sewers)
(i) Identify/show service connections to be upgraded (catchbasin leads, sanitary laterals)
(j) Show all proposed sewers, services (specify size and material), manholes & catchbasins (show City ID numbers)
(k) Show sewer sizes and ditches, including flow arrows
(l) Show any culverts (station, size, type, class), headwalls and grates
(m) Show any rip rap (include dimensions)
(n) Show all proposed Adjustments (maintenance holes, catchbasins)
(o) Label and show crossings in profile
(p) Label all existing chambers and proposed chambers on plan/profile
(q) Label either crown or centreline of Roadways in Profile, or centreline of Sewer in profile
(r) Show removals of all sewers, services. Maintenance holes, etc…
(s) Alignment and controls (stationing, offset, N/E).
(t) Circulate 60% design submission to Utilities for comments.
(u) Confirm drainage area, secondary drainage, drainage outlets and any storm water management controls (i.e. quality, quantity). Prepare a drainage plan

3. Road Infrastructure
   (a) Final horizontal alignment determined.
   (b) Preliminary vertical alignment established.
   (c) Confirm alignment (horizontal and vertical) meets design criteria
   (d) Show proposed curb, sidewalk, sub-drains and pavement
   (e) Cross sections showing existing and proposed road grades and match points.
   (f) Generate top of pavement, gutter and top of curb elevations.
   (g) Confirm vertical clearance at any structures
   (h) Prepare 'typical' cross sections showing depths of new pavement structure.
   (i) Identify limits of cut and fill
   (j) Show any proposed retaining walls
   (k) Confirm limits at side streets
   (l) Show any guide rail requirements or modification to existing (confirm length, end treatment and barrier selection)
   (m) Identify any fencing requirements or modification to existing fence
(n) Identify erosion and sediment controls if required (i.e. location of silt fence, check dams, etc…)

(o) Confirm all lane configuration requirements, lane widths, storage lengths, tapers

(p) Confirm layout based on design speed

(q) Identify Traffic Signals work required and prepare signal design/layout drawings

(r) Check turning radii

(s) Show removals (curb, sidewalk, road, etc…).

(t) Show all Proposed Adjustments (e.g. manholes, utility valves, etc…)

(u) Label and show any crossings in profile.

(v) Label either crown or centreline of Roadways in Profile

(w) Forward drawings to Construction Supervisor and Clients allowing 2-3 weeks for review.

(x) Identify private encroachments on plan and required relocations.

(y) Circulate 60% design submission to Utilities for comments.

A.5.5 90% Design Review Package

A.5.5.1. Prior to submitting the design review package ensure that following tasks have been completed:

1. Incorporate the comments from the City of Toronto and prepare complete set of contract documents including Form of Tender, Information for Tenderers, etc. drawings and technical specifications.

2. Ensure that design review package is complete and ready for final review by the City and suitable for review by the approval agencies. Insert on the drawings revisions table with “Issued for Approval” note and date.

3. Submit complete set of drawings and specifications bearing signatures and stamp of professional Engineers/Architect etc. to the City of Toronto for review and to the approval agencies.

4. Submittal of a proposed construction schedule in Gantt chart format, in electronic (MS Project) and hardcopy format.
A.5.5.2. In addition to the general requirements listed above, include the following specifics for each general project type.

1. Water Infrastructure
   (a) Resolution of outstanding issues from 60% design review and comments implemented.
   (b) Resolution of issues identified by Utilities resulting from 60% design circulations.
   (c) Final Vertical Alignment established.
   (d) Drawing Notes completed.
   (e) Drawings finalized. Confirm match lines, title blocks, sheet nos., bar scales, datum elevations, stationing, watermain profile, connection details, elevations (watermain invert), minimum cover, bedding/cover/backfill details, type & class of pipes, vertical and horizontal bends, encasing pipes, removals or plugging abandoned infrastructure, protect existing utilities, identify sensitive pipelines/utilities
   (f) Paper copies available to submit for final review and approvals.

2. Sewer Infrastructure
   (a) Resolution of outstanding issues from 60% design review to be resolved and comments implemented.
   (b) Resolution of issues identified by Utilities resulting from 60% design circulations.
   (c) Final vertical alignment confirmed.
   (d) Drawing Notes completed.
   (e) Drawings finalized. Confirm match lines, title blocks, sheet nos., bar scales, datum elevations, stationing, sewer profile, elevations (sewer invert), minimum cover, bedding/cover/backfill details, type & class of pipes, encasing pipes, removals or plugging abandoned infrastructure, protect existing utilities, identify sensitive pipelines/utilities
   (f) Paper copies available to submit for final review and approvals

3. Road Infrastructure
   (a) Resolution of outstanding issues from 60% design review to be resolved and comments implemented.
   (b) Resolution of issues identified by Utilities resulting from 60% design circulations.
   (c) Final vertical alignments confirmed
   (d) Final driveway replacement limits confirmed accounting for any grade changes.
   (e) Drawing Notes completed.
   (f) Drawings finalized including Pavement Marking and Signage drawings. Confirm match lines, title blocks, sheet nos., bar scales, datum elevations, stationing, profiles, typical cross sections, removals or plugging abandoned infrastructure, protect existing utilities, identify sensitive pipelines/utilities
   (g) Paper copies available to submit for final review and approvals.
A.5.6 100% Final Design Package

A.5.6.1. Incorporate comments from the City and the approval agencies and prepare final tender documents.

A.5.6.2. Upon final approval, submit one set of the original final tender documents for printing by the City of Toronto. Drawings are to be submitted in the form of reproducible mylars and the specifications are to be in its final form, but not bound, ready for the calling of tender. Specifications shall be printed on both sides of the paper. Insert on the drawings revisions table with “Issued for Tender” note and date. Drawings and specifications to be stamped and signed by a Professional Engineer, licensed in the Province of Ontario.

A.5.6.3. Provide one (1) paper copy of full size stamped and signed drawings.

A.5.6.4. Submit electronic copy in CD of final Drawings and Specifications. The City will verify that the CD/CADD files meet City standards. All drawings not meeting City standards will not be accepted, and must be re-issued at no additional cost.

A.5.6.5. Provide to the City all final design calculations and design notes for the process, structural, mechanical, HVAC, electrical, and instrumentation related to detailed designs for the City's information and storage. Calculations to include all assumptions, design criteria and design parameters. Hard copy of all calculations in a binder.

A.5.6.6. Deliverables:

1. Signed, stamped drawings and specifications
2. Pre-Start Health & Safety Report including area classifications
3. Confined Space Inventory
4. Updated DSL and draft Asbestos Owner’s Report
5. Final Tender quantities

A.5.7 Equipment Pre-Selection Process

1. Identify, prior to 90% design completion stage, the equipment that is recommended to be pre-selected and/or pre-purchased. Provide rationale for pre-selecting/pre-purchasing the equipment. Note that the City does not pre-order pre-selected equipment.

2. Do not commence with pre-selection until authorised by the City.

3. Note that pre-selection is a form of equipment procurement, thereby requiring engineering effort and appropriate timelines for tender, evaluation and award. This must be accounted for in the project work plan and schedule.

4. The City has pre-selection documents that must be used that reflect the City's specific approach to this process. Discuss the requirements in advance with City staff, so the project team has a thorough understanding of the process and timelines required.

5. Prepare documents for the pre-selection or pre-purchase of equipment and machinery and administer the pre-selection process. The tasks to be undertaken for pre-selection process shall include, but not be limited to the following:
(a) Submit draft copy of pre-selection document for review, utilizing City of Toronto standard documents for “Request for Quotation for the Pre-Selection of Equipment”. Meet with the Project Manager and staff for review of the pre-selection document. Revise draft documents and submit final for approval.

(b) Provide technical support during the pre-selection bidding period and respond to queries.

(c) Prepare draft copies of addenda for issuance by the City of Toronto.

(d) Attend bidders’ meeting.

(e) Review bids received from equipment supplies and provide written recommendation to City.

A.5.8 Specification Requirements

A.5.8.1. Ensure that the latest version of the City of Toronto’s Front End documents are used in the preparation of the Contract Documents. Modify, as appropriate the Form of Tender and Information for Tenderers. Obtain Contract Number from the City.

A.5.8.2. Prepare technical specifications conforming to National Master Specifications (NMS) format.

A.5.8.3. Comply with the requirements of the Toronto Water PCS Implementation Manual and the Start-up, Commissioning and Training Guidelines for Works facilities and Structures Projects, and incorporate necessary provisions into the specifications.

A.5.8.4. Review the RFP’s Appendix A in its entirety and include provisions within the contract documents to meet City requirements for construction and construction administration (i.e. testing, commissioning, training, DSL management strategies, O&M manuals, shut down, performance requirements, etc.). Provide confined space inventories.

A.5.8.5. Within the tender specifications, describe the required construction schedule and sequence of execution of the project, assuring minimal impact to the right of way plant operations and timelines. Prepare and document a sequence of proposed shut down and their execution timetable and obtain City approval of such. Specify in detail, all operational constraints including connection to existing plant utilities, shut down and start up and commissioning sequence.

A.5.8.6. Specify in detail, procedures for access to work site during construction to ensure safety and security. Locate contractor work and storage area. Ensure the material handling of major components is performed in a manner that prevents damage.

A.5.8.7. Include necessary specifications and drawings to remove designated substances as part of the construction work. Provide a detailed strategy for managing suspect materials.

A.5.8.8. Comply with the requirements of the Start-up, Commissioning and Training Guidelines for Works facilities and Structures Projects, and incorporate necessary provisions into the specifications.

A.5.9 Approvals

A.5.9.1. Secure permits/approvals required for the project.

A.5.9.2. The City of Toronto will pay the fee for the permits and approvals.
A.5.9.3. Ensure that all permits and approvals have been issued prior to calling the tender for the project.

A.5.10 Pre-Start Health & Safety Review

A.5.10.1. Under Ontario Regulation 851 (RRO 1990) - Occupational Health and Safety Act, as amended to O. Reg. 488/01, Owners are required to prepare a Pre-Start Health and Safety review for: racking & stacking structures, lifting devices, flammable liquids, explosion hazards, dust collectors, safeguarding of machinery, and occupational exposure. The Pre-Start Health & Safety Report is to include an assessment and recommendation with respect to area classifications for all areas within the project scope.

A.5.10.2. If needed, and upon approval of the City, retain a Specialist Consultant to prepare prior to tendering (note that the preparation of the report is a provisional item in the Cost of Services). The review is to ensure that the construction, addition or installation of a new apparatus, structure, protective element or process, or the modification to existing apparatus, structure, protective element or process are in compliance with the applicable provisions of the Regulation for Industrial Establishments. The work will consist of:

1. preparation of an initial report based upon review of the final drawings and specifications,
2. attendance at meetings with City to review draft initial report,
3. modifications to detailed tender drawings and specifications as required,
4. finalize initial report

A.5.11 Pre-Tender Estimate

A.5.11.1. On completion of the design work, the Consultant shall prepare and submit a pre-tender estimate at the time of submitting the tender package to the City of Toronto.

A.5.11.2. Prepare the pre-tender estimate accurate to within ±10%. Estimates to be completed using industry recognized standard cost estimating tools such as Means or other applicable costing manuals, guidelines and standards. As a minimum, provide a breakdown by engineering discipline, infrastructure type and project location.

A.5.12 Services During Tender Period

A.5.12.1. General

1. Ensure that all required approvals are in place prior to calling tender.
2. Ensure, prior to tendering, that all contract documents are complete and contain all the details required for the construction of the works. The City of Toronto will not permit tendering with incomplete and/or deficient contract documents and the necessary approvals.
3. The tender period shall normally not be less than three weeks and usually not more than six weeks. For complex projects, it may be as long as eight weeks.

A.5.12.2. During the tender period, receive enquiries from contractors. Prepare addenda as required for distribution by the City. Submit addenda at earliest date possible and no later than one week before tender period ends.
A.5.12.3. Where necessary, attend and chair one pre-tender closing site meeting with bidders. The meeting will be used to brief the tenders on to review the contract documents and the project and to clarify points raised by tenderers, and will be followed by a site walk-through. Take an attendance record of all contractors present and record all questions raised and answers provided. Submit information to the City. Include information in the next addendum for the project.

A.5.12.4. Where necessary, co-ordinate for test pits during pre-tender closing site meeting. Consultants to arrange for all utility locates prior to undertaking the test pits (to be paid for by the City). Take attendance and have the findings of the test pits recorded and reported by a geo-technical consultant. Include the report of the test pits in the next addendum.

A.5.12.5. Perform evaluation of tenders, including: formality, pricing, bonding, completion date, and alternatives. Submit a tender report and recommendation to the City, no later than seven consecutive calendar days after the close of tender.

A.5.12.6. Prepare and submit recommendations to the City of Toronto for award of contract including suitability of contractor to carry out the work.

A.5.12.7. Arrange to attend one pre-award meeting chaired by the City of Toronto with the lowest formal bidder. The meeting will be used to review the submitted tender and to confirm contractual obligations prior to the award of the Contract.

END OF APPENDIX A.5
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A.9A  TORONTO HYDRO RELATED SERVICES

Because this Appendix is comprehensive in terms of defining potential requirements for relocating Toronto Hydro Electric System Limited (Toronto Hydro) plant in the City of Toronto (CITY), in addition to other third party utilities, it is the responsibility of the Proponent to assess what works are needed, based on Appendices A.9A & A.9B, and to define the appropriate scope on their proposal.

A.9A.1 Design Services and Contract Administration

The Successful Proponent shall retain an Approved Contractor/Consultant ("Contractor") for the Design Work and contract administration. The Approved Contractor may subcontract the whole or part of the Design Work to subcontractors subject to prior approval of the City and Toronto Hydro. The proponent is responsible to contact Toronto Hydro to obtain the most current list of approved Contractors for design and contract administration. The engagement of any such Approved Contractor by the Successful Proponent shall not relieve the Successful Proponent of any of its obligations, or the CITY of any of its rights or Toronto Hydro of any of its rights.

The Toronto Hydro Plant as reconstructed, relocated or constructed will be solely the property of Toronto Hydro, regardless of any arrangement for the payment of the Utility Work, but the obligations of the Successful Proponent hereunder or otherwise shall in no way be limited because of the ownership of the Toronto Hydro Plant by Toronto Hydro.

A.9A.2 The City of Toronto Responsibilities

The CITY undertakes and agrees in respect of the Utility Work:

9.2.1 Shall attend the pre-Utility Work meeting(s).

9.2.2 To provide to the Successful Proponent with all relevant documentation provided by Toronto Hydro.

A.9A.3 Successful Proponents Responsibilities

The Successful Proponent shall undertake and agree in respect of the Utility Work:

9.3.1 The Successful Proponent shall attend all pre-Utility Work meeting(s) and shall ensure that the responsible officials of the approved contractors and subcontractors who will be involved in the design and administration of the Utility Work are also in attendance.

9.3.2 To ensure that the Utility Work is carried out in accordance with all the terms, insurance requirements and design work/product and construction warranties required of Toronto Hydro.

9.3.3 In respect of Design Work, to prepare or arrange for the preparation of Plans, design drawings, documents and estimates for the Design Work and provide for Toronto Hydro approval per Schedule F (attached) three (3) complete reduced sets (11" by 17") of the Plans, and electronic files of the project specifications for the Utility Work, including temporary lighting plans to ensure adequate street lighting requirements and standards are going to be met and maintained during the construction. It is the responsibility of the Successful Proponent to meet or exceed, and maintain such lighting requirements to applicable standards as set out under this agreement for the duration of the Project.

9.3.4 In respect to the design work of the street lighting portion of the Utility Work, the conceptual design, proposed design, permit design and approved for construction design drawings per Schedule F, as applicable shall include, without limitation:

a) Photometric Layout (Temporary & Permanent Lighting)

b) Straight Segment Photometric Report (Luminance & Illuminance Criteria)
c) Area Photometric Grids for Intersections, Straight Segments, Bends

d) Table Summarizing Results for each Photometric Grid (RP-8 Criteria)

e) Identification of Roadway & Pedestrian Conflict Classifications For Each Grid

9.3.5 To permit Toronto Hydro to attend at the Project site for the purpose of performing interim inspections and review of the specified materials, Plans, Conceptual Designs, Proposed Designs, Permit Designs, Approved for Construction Designs or Construction Work or any part thereof.

9.3.6 To redo any Plans, Conceptual Designs, Proposed Designs, Permit Designs, Approved for Construction Designs and Construction Work and to replace any materials which under the Toronto Hydro Review Standard, are not acceptable to Toronto Hydro. Toronto Hydro has the right to reject any of the materials, Conceptual Designs, Proposed Designs, Plans, or Utility Work which Toronto Hydro determines, under the Toronto Hydro Review Standard, is not acceptable to Toronto Hydro.

9.3.7 To reject under its contract with the Approved Contractor(s), any of the materials, Conceptual Designs, Proposed Designs, Permit Designs, Approved for Construction Designs, Plans, or Utility Work which Toronto Hydro determines under the Toronto Hydro Review Standard, is not acceptable to Toronto Hydro.

9.3.8 Where determined necessary by Toronto Hydro, permit Toronto Hydro to perform further and special inspections and testing of the materials, or Construction Work or any part thereof.

9.3.9 To be solely responsible for identifying any long lead time products and materials in order to meet construction schedule.

9.3.10 To provide Toronto Hydro with at least five (5) business days’ notice of a request to perform a final inspection of the Construction Work and to permit Toronto Hydro to perform a final inspection of any materials, Plans and Construction Work. Toronto Hydro requires an inspection prior to sealing underground infrastructure and requires the submission of photographic documents of Construction Work to clearly identify assets to be included with the notice of request for final inspection.

9.3.11 To negotiate and schedule with affected customers of Toronto Hydro mutually agreeable times for power outages to perform the Construction Work.

9.3.12 At least eight (8) business days prior to any scheduled power outages, provide switching instructions to Toronto Hydro and, once approved by Toronto Hydro, carry out all required work to ensure power is disconnected to facilitate the completion of the Construction Work.

9.3.13 To obtain Toronto Hydro’s written authorization and approval before energizing or re-energizing the Construction Work or any part thereof.

9.3.14 To be solely responsible for means, methods, techniques, sequences and procedures for completing the various parts of the Utility Work.

9.3.15 To be solely responsible for coordinating the Utility Work so as not to interfere with, interrupt, obstruct, delay or otherwise affect the work of others on the Project.

9.3.16 To access Toronto Hydro information technology systems and Toronto Hydro-controlled records of existing Toronto Hydro assets which are within the scope of the Utility Work.

Assemble and provide records of the existing Toronto Hydro assets which are within the scope of the Utility Work including geographical information systems records for alignment and asset registry records for information on the specifications of existing Toronto Hydro assets;

Initiate project drawings in ProjectWise;

Prepare project estimate in Toronto Hydro Ellipse;
Create a design area in GEAR;
Input final project package in Toronto Hydro Ellipse;
Upon final approval of the Plans by Toronto Hydro, complete drawing digitization into GEAR.
Access to Toronto Hydro-controlled records may only be exercised on behalf of the CITY by an Approved Contractor conditionally on pre-approval by Toronto Hydro and upon execution by such Approved Contractor of the Confidentiality and Information Technology Agreement and such further assurances as may be required by Toronto Hydro.

9.3.17 To resolve any field conflicts that may arise during construction and obtain Toronto Hydro approval for any changes that impact the original Plans.

9.3.18 Upon completion and acceptance of the Construction Work, provide to Toronto Hydro two complete full size sets, and two reduced sets (11” x 17”) of as-built drawings or record drawings, and the corresponding original electronic files for the Utility Work, clearly identifying field changes made to original approved design.

9.3.19 To include any additions requested by Toronto Hydro to the relocated Toronto Hydro Plant over and above the existing Toronto Hydro Plant provided that such additions are located within the physical scope and footprint of the Project and are identified in sufficient time to permit inclusion in the Plans.

9.3.20 To control the Utility Work and effectively direct and supervise the Utility Work so as to ensure that the Utility Work is completed in conformance with this Agreement.

9.3.21 To identify any third parties occupying or attached to the Toronto Hydro Plant and notify each such third party in writing to relocate its equipment in accordance with any agreement between Toronto Hydro and the third party, such identification and notification to be included as part of the Design Work and to be completed at least one hundred and twenty (120) days prior to the required date for such relocation.

9.3.22 During the progress of the Utility Work, the Successful Proponent shall furnish to Toronto Hydro all required documentation as specified under this agreement, including but not limited to any Plans, documents, drawings, reports, data, calculations, and any other documentation pertaining to the Utility Work which Toronto Hydro deems as necessary, and notifying Toronto Hydro in writing of any deviations from the requirements and specifications of the Utility Work.

9.3.23 In the event of an incident whereby Toronto Hydro Plant is affected in any way, The Successful Proponent shall inform the CITY and Toronto Hydro immediately, and refrain from making any statement, public or otherwise.

9.3.24 Where the work requires the relocation, replacement or installation of new material related to all other utilities (Bell, Rogers, Enbridge, etc.), the Successful Proponent shall follow the requirements of Appendix A.9B.
A.9A.4 Toronto Hydro Responsibilities

As part of a Master Agreement between Toronto Hydro and the CITY, Toronto Hydro has agreed to the following process:

9.4.1 Prior to commencement of the Utility Work, Toronto Hydro shall hold a mandatory, pre-Utility Work meeting.

9.4.2 To provide to the CITY a list of tasks to be completed and checklists and documents to be obtained or completed as determined by Toronto Hydro from time to time as part of the Design Work and the Construction Work.

9.4.3 To provide access to Toronto Hydro the Successful Proponent for any locked premises, subject to any safety training that may be required in connection with such access.

9.4.4 To review and approve conceptual (up to 10% complete) drawings (the “Conceptual Design”) within twenty (20) business days of receipt, proposed (up to 30% complete) drawings (the “Proposed Design”) within thirty (30) business days of receipt, or such longer time as reasonably required by Toronto Hydro provided it is expeditiously proceeding with its review, in accordance with the Toronto Hydro Review Standard, unless such other timeline or procedure is prescribed by the Street and Expressway Lighting Service Agreement between the CITY and Toronto Hydro Street Lighting Inc. dated January 1, 2006, for the street lighting portion of the Utility Work, and complete White Design Folder and estimates. If Toronto Hydro does not provide its approval of the Conceptual or Proposed Designs, it will provide detailed reasons for such failure to approve and its required corrections within the above-stated timeframe, as applicable.

9.4.5 To review and approve the Plans prepared by the CITY for the Utility Work within twenty (20) business days of receipt, or such longer time as reasonably required by Toronto Hydro provided it is expeditiously proceeding with its review, in accordance with the Toronto Hydro Review Standard. If Toronto Hydro does not provide its approval of the Plans, it will provide detailed reasons for such failure to approve and its required corrections within the above-stated timeframe.

9.4.6 To review, and approve all materials to determine if correct materials have been specified as part of the Utility Work and to review and approve all field-installed materials.

9.4.7 To review and inspect all Utility Work and approve such Utility Work as Toronto Hydro, applying the Toronto Hydro Review Standard, determines is acceptable to it.

9.4.8 To perform those tasks necessarily related to reviewing, and approving the drawings, materials, Plans and Utility Work including but not limited to validating field-installed materials, testing, engaging in control authorization and system operations.

9.4.9 To review and approve all field changes that impact original Plans.

9.4.10 Within five (5) business days of receipt of a request in writing, to approve or reject any proposed sub-contractor.

9.4.11 Upon receiving switching instructions from the CITY for the mutually agreed scheduled power outages, initiate the process for the CITY to carry out the outages.

9.4.12 To complete “mark-ups” of composite drawings pursuant to the CITY of Toronto’s Utility Circulation Process within twenty-one (21) days of receipt or such longer time period directed by the Toronto Public Utilities Coordinating Committee.

9.4.13 In the event of an incident whereby the CITY Project is affected in any way, Toronto Hydro shall refrain from making any statement, public or otherwise.
SCHEDULE F

Appendix 1

DRAWING REVIEW COMMENTS
Conceptual Design

Prerequisite
Not Applicable

Standards and Practices

- All drawings must use standard Toronto Hydro design template, including proper labelling and legend
- Follow Toronto Hydro Standard Design Practices
- Adhere to Toronto Hydro Construction Standards

Required Deliverables

- Drawing Set
  - Electrical Schematic
    (if required)
  - 1 set showing proposed plants
  - 1 set showing proposed removed plants
  - 1 set showing both combined
    Proposed design clearly shown
    Horseshoe locations - Primary Only, Core locations - Primary and Secondary
  - Network
  - Use standard Toronto Hydro design template, including proper labelling and legend
  - Follow Toronto Hydro Standard Design Practices

- Civil Schematic
  - 1 set showing proposed and removed plants (plan view only)
  - Use standard Toronto Hydro design template, including proper labelling and legend
  - Proposed design clearly shown
  - Follow Toronto Hydro Standard Design Practices

- Photometric Layout (Temporary & Permanent Lighting) (if required)
  - Straight Segment Photometric Report (Luminance & Illuminance Criteria)
  - Area Photometric Grids for Intersections, Straight Segments, Bends
  - Table Summarizing Results for each Photometric Grid (RP-8 latest rev. Criteria)
  - Identification of Roadway & Pedestrian Conflict Classifications For Each Grid

- Details
  - ROW Cross Sections
Shop Drawings & Other Applicable Details

**Other Required Action**

- Design Area Outlined in GEAR
- Submit to Toronto Hydro System Ops (at completion of 10%)
- Submit to Toronto Hydro Project Planning groups
- Request information of other utilities' plants (if required)
SCHEDULE F

Appendix 2

DRAWING REVIEW COMMENTS

Proposed Design

Prerequisites

- Conceptual Design approved by DS and all comments closed
- Drawings sent to Project Planning and System Ops

Standards and Practices

- All drawings must use standard Toronto Hydro design template, including proper labelling and legend
- Follow Toronto Hydro Standard Design Practices
- Adhere to Toronto Hydro Construction Standards

Required Deliverables

- Feeder Print (if required)
- Field Investigation Report - Cable Chambers and Vaults (if required)
  - Pictures of
    - All walls, including duct faces
    - Roof
    - All cables in cable chamber or vault (fiber, other utilities)
    - Size of chamber or vault
    - Condition of chamber or vault (leakers, falling concrete, congestion)
    - Does chamber or vault require work to make safe for entry? (Y/N)
    - Availability of racking space
    - Identification of all cables
- Field Investigation Report – Pole, Luminaires, Brackets, Handwells, etc.
  - Pictures of applicable hardware and infrastructure
  - Pictures of third party attachments
- Drawing Set
  - Title Sheet with Key Map
  - Detail sheet with cable chamber duct allocation details (if required)
- Civil Plan
  - Dimensioning
  - Construction Notes
  - Details
  - Duct Details
  - Pole Base Details (where applicable)
  - ROW Cross Sections
  - Shop Drawings & Other Applicable Details
  - Must be MCR Compliant; must highlight areas that do not meet MCR requirements
Cable and duct layout (if required)
- Cable Pull Schedule
- OH & UG Lighting Standards
- Photometric Layout – Temporary & Permanent Lighting (if required)
  - Straight Segment Photometric Report (Luminance & Illuminance Criteria)
  - Area Photometric Grids for Intersections, Straight Segments, Bends
  - Table Summarizing Results for each Photometric Grid (RP-8 Criteria)
- Identification of Roadway & Pedestrian Conflict Classifications For Each Grid
- Calculations (if required)
  - Cable pulling tensions (UG)
  - Guy Calculations (OH)
  - Voltage Drop (OH & UG)
  - Photometric Calculations

**Other Required Action**
- Submit to Toronto Hydro System Ops (at completion of 30%, if deemed required)
- Submit to Toronto Hydro Project Planning groups
- Submit for Utility Circulations upon completion
Appendix 3

DRAWING REVIEW COMMENTS

Permit Design

**Prerequisites**
- Proposed Designs approved by DS and all comments closed
- Conceptual Designs approved by System Ops, with System Ops Review Form returned
- Revised Drawings sent to Project Planning
- Version 1 of estimate in Ellipse/UPCMS
- Draft Design Set in ProjectWise Design Vault
- Utility Circulations Sign-offs (if required)

**Standards and Practices**
- All drawings must use standard Toronto Hydro design template, including proper labelling and legend
- Follow Toronto Hydro Standard Design Practices
- Adhere to Toronto Hydro Construction Standards

**Required Deliverables**
- Updated Feeder Print (if required)
- Field Investigation Report - Cable Chambers and Vaults
  - Pictures of
    - All walls, including duct faces
    - Roof
    - All cables in cable chamber or vault (fiber, other utilities)
    - Size of chamber or vault
    - Condition of chamber or vault (leakers, falling concrete, congestion)
    - Does chamber or vault require work to make safe for entry? (Y/N)
    - Availability of racking space
    - Identification of all cables
- Field Investigation Report - Poles
  - Pictures of applicable hardware and infrastructure
  - Pictures of third party attachments
- Drawing Set
  - Title Sheet with Key Map
  - Detail sheet with cable chamber duct allocation details (if required)
- Civil Plan
  - Structure profile
  - Dimensioning
  - Construction Notes
  - Details
Duct Details (if required)
Pole Base Details (where applicable)
ROW Cross Sections
Shop Drawings & Other Applicable Details
Must be MCR Compliant
Documentation for Non MCR Compliance (if required)
Engineering Letter
Support profile drawing
List of third party tenants affected
Cable and duct layout (if required)
Cable Pull Schedule
OH & UG Lighting Standards
Photometric Layout (Temporary & Permanent Lighting) (if required)
Straight Segment Photometric Report (Luminance & Illuminance Criteria)
Area Photometric Grids for Intersections, Straight Segments, Bends
Table Summarizing Results for each Photometric Grid (RP-8 Criteria)
Identification of Roadway & Pedestrian Conflict Classifications For Each Grid Calculations (if required)
Cable pulling tensions (UG)
Guy Calculations
Voltage Drop (OH & UG)
Photometric Calculations
Draft Third Party Attachment Forms

Other Required Action
Submit final feeder prints to Toronto Hydro System Ops (at completion of 60%)
Submit to Toronto Hydro Project Planning groups
Submit for City cut permit(s) if required upon completion
SCHEDULE F

Appendix 4

DRAWING REVIEW COMMENTS

Approved for Construction Design

Prerequisites

- Permit Stage approved by DS and all comments closed
- Primary Schematic Approved by System Ops, with System Ops Review Form returned
- Drawings sent to Project Planning and System Ops
- Completed estimate in Ellipse/UPCMS
- Scanned version of Permit Stage drawings (PDF format) in ProjectWise Design Vault
- Copy of City cut permits

Standards and Practices

- All drawings must use standard Toronto Hydro design template, including proper labelling and legend
- Follow Toronto Hydro Standard Design Practices
- Adhere to Toronto Hydro Construction Standards

Required Deliverables

- Approved Feeder Print (if required)
- Finance approved and packaged estimate
- Field Investigation Report – Cable Chambers and Vaults
  - Pictures of
    - All walls, including duct faces
    - Roof
    - All cables in cable chamber or vault (fibre, other utilities)
  - Size of chamber or vault
  - Condition of chamber or vault (leakers, falling concrete, congestion)
  - Does chamber or vault require work to make safe for entry? (Y/N)
  - Availability of racking space (if applicable)
  - Identification of all cables
- Field Investigation Report – Poles, Luminaires, Brackets, Handwells, etc.
  - Pictures of applicable hardware and infrastructure
  - Pictures of third party attachments
- Hard Copy Drawing Sets - Signed and stamped by P. Eng. Of Ontario
  - Title Sheet with Key Map
  - Detail sheet with cable chamber duct allocation details
  - Civil Plan
    - Structure profile
    - Dimensioning
    - Construction Notes
Details

- Duct Details (if required)
- Pole Base Details (where applicable)
- ROW Cross Sections
- Shop Drawings & Other Applicable Details
- Must be MCR Compliant
- Documentation for Non MCR Compliance (if required)
- Engineering Letter
- Support profile drawing
- List of third party tenants affected
- Letter of approval from existing third parties affected by Toronto Hydro non MCR compliance
- Cable and duct layout (if required)
- Cable Pull Schedule
- OH & UG Lighting Standards
- Photometric Layout (Temporary & Permanent Lighting) (if required)
- Straight Segment Photometric Report (Luminance & Illuminance Criteria)
- Area Photometric Grids for Intersections, Straight Segments, Bends
- Table Summarizing Results for each Photometric Grid (RP-8 Criteria)
- Identification of Roadway & Pedestrian Conflict Classifications For Each Grid

Calculations

- Cable pulling tensions (UG) (If required)
- Guy Calculations (OH)
- Voltage Drop (OH & UG)
- Photometric Calculations
- Material Printout (B.O.M.)
- Singed Material Finalization Form
- Nomenclature Labelling Forms
  - Correct project number with new and old location numbers filled
- Equipment Change-out Forms
  - Required fields are completed
  - Change-out forms match material list for quantity and asset type
- Third Party Attachment Forms
- System Ops Review Form
- GEAR QAQC Checklist (to be completed by Toronto Hydro)
- Civil Permits

Other Required Action

- Submit completed Design folder to Toronto Hydro's Program Management group
- Submit to Toronto Hydro Project Planning groups for Toronto Hydro sign-off

END OF APPENDIX A.9A
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A.9B  UTILITY RELATED SERVICES

A.9B.1 Successful Proponents Responsibilities

Where the work requires the relocation, replacement or installation of new material related to Toronto Hydro, Appendix A.9A shall apply. For all other Utilities, the Successful Proponent shall:

(a) Complete SUE Level B per Appendix A.

(b) Identify all potential utility conflicts.

(c) Liaise with all utilities to identify any capital or operational program they may have that may conflict with the Project.

(d) Complete SUE Level A, if required.

(e) Liaise with affected utilities to determine steps necessary to resolve all conflicts.

(f) Determine the scope and responsibility of all Utility Work required to complete the Project.

(g) Provide designs at appropriate stages to the utilities to assist in their relocations, modifications, etc., if required.

(h) Determine all required permitting and secure all necessary permits and approvals for the Utility Work prior to issuing a call for tender.

(i) Determine all cost sharing required.

(j) Determine the required schedules for all Utility Work and coordinate with the construction contract schedule to ensure all work can be completed in an efficient manner and mitigate to eliminate any Constructor issues that may arise during construction.

END OF APPENDIX A.9B
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B.1 RESPONSIBILITIES OF FAMILIARIZATION

1.1. 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 www.toronto.ca/tenders/index.htm

1.2. The failure of any Proponent to receive or examine any document, form, addendum, agreement, policy shall not relieve the Proponent of any obligation with respect to its Proposal, executed Agreement or Purchase Order.

B.2 PRIME PROPOSENT

2.1. A joint Proposal by a consortium of two or more Proponents having no formal corporate links 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.

2.2. 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.

B.3 SUBCONSULTANTS

3.1. Utilizing a subconsultant to augment and enhance the Proponent’s service is acceptable. The successful Proponent shall be solely responsible for the payment of every subconsultant employed, engaged, or retained by it for the purpose of assisting it in the performance of its obligations under the Agreement. The successful Proponent shall coordinate the services of its subconsultant in a manner acceptable to the City, and ensure that they comply with all the relevant requirements of the Agreement.

3.2. The successful Proponent shall be liable to the City for all costs or damages arising from acts, omissions, negligence or willful misconduct of its subconsultant.

B.4 QUESTIONS

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

4.2. 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.

4.3. 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.
B.5 ADDENDA

5.1. Addenda (if any) will be issued either to all companies that were issued the RFP or to all companies that registered at the mandatory site meeting (if any). Only answers to issues of substance will be sent out to these potential Proponents. 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, determines more time is necessary to enable Proponents to revise their Proposals.

5.2. All Proponents must acknowledge receipt of RFP documents and all Addenda in their Proposal.

5.3. 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.

B.6 OMISSIONS, DISCREPANCIES AND INTERPRETATIONS

6.1. A Proponent who finds omissions, discrepancies, ambiguities or conflicts in any of the RFP documentation or who is in doubt as to the meaning or has a dispute respecting any part of the RFP should notify the City in writing not later than three days before the Closing Deadline. 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 respecting any such disputes 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.

B.7 INCURRED COSTS

7.1. 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.

7.2. 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.

B.8 POST-SUBMISSION ADJUSTMENTS

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

8.2. A Proponent may withdraw its Proposal prior to the Deadline any time by notifying the City Buyer designated in this RFP in writing.

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

8.4. After the Deadline each submitted Proposal shall be binding on Proponents.

8.5. 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.
B.9 NO COLLUSION

9.1. 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.

B.10 PROHIBITION AGAINST GRATUITIES

10.1. 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.

10.2. 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.

B.11 ACCEPTANCE OF PROPOSALS

11.1. The City shall not be obliged to accept any Proposal in response to this RFP.

11.2. 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 Proposal;
(c) modify and/or cancel this RFP prior to accepting any Proposal;
(d) award a contract in whole or in part.

11.3. 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.

B.12 VERIFICATION

12.1. 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.

12.2. 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 unbalanced (i.e., not representative of the scope of the services).
B.13 CONFLICTS OF INTEREST

13.1. 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.

13.2. 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.

13.3. 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.

13.4. 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.

B.14 OWNERSHIP AND CONFIDENTIALITY OF CITY-PROVIDED DATA

14.1. 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.

B.15 OWNERSHIP AND DISCLOSURE OF PROPOSAL DOCUMENTATION

15.1. 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.

15.2. 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.

15.3. Each Proponent’s name at a minimum shall be made public on request. Proposals will be made available to members of City Council on a confidential basis and may be released to members of the public pursuant to MFIPPA.
B.16 INTELLECTUAL PROPERTY RIGHTS

16.1. 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.

B.17 FAILURE OR DEFAULT OF A PROONENT

17.1. 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.

B.18 PUBLICITY

18.1. 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.

B.19 AGREEMENT

19.1. The successful Proponent(s), if any, may be required to enter into a written Agreement with the City of the type included in the Appendices of this RFP ("Consulting Services Agreement") subject to such additions and other modifications consistent with the other parts of this RFP, the Proponent's Proposal and the results of any negotiations as described in the Proposal Evaluation and Selection section of this RFP.

19.2. The Agreement may include a provision for Construction Lien Act requirements that will be applied on this assignment.

19.3. In the event that the City elects to forego a formal Agreement and issue a Purchase Order only for the required services, the provisions contained within the specimen Consulting Services Agreement including the insurance requirements will apply.

19.4. Prior to contract execution or issuance of a Purchase Order, the successful Proponent shall supply:

(a) Occupational Health and Safety Statutory Declarations (as set forth in the Appendices of this RFP);

(b) Insurance Certificates (as set forth in the specimen Consulting Services Agreement).
B.20 COPYRIGHT

20.1. The City is the copyright owner of the content of this RFP and other Information / documentation provided in connection with it. The City hereby authorizes each prospective Proponent to make copies of this RFP and such other documentation in whole or in part for the purpose of preparing and submitting a Proposal, but all other uses are strictly prohibited.

B.21 DISCLAIMER

21.1. While the City has made considerable effort to ensure that accurate information is contained in this RFP, the information contained in this RFP is supplied solely as a guideline for Proponents. The City, its directors, officers, servants, employees, agents and consultants expressly disclaim any and all liability for representations, warranties expressed or implied or contained in, or for omissions from this RFP or any written or oral information transmitted or made available at any time to a Proponent by or on behalf of the City of Toronto.

B.22 GOVERNING LAW

22.1. 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.

B.23 UNBALANCED BIDS

23.1. The City may reject a bid if it determines, in its sole discretion, that the bid is materially imbalanced.

23.2. A bid is materially imbalanced when:

(a) 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

(b) 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

(c) It is so unbalanced as to be tantamount to allowing an advance payment.

END OF APPENDIX B
APPENDIX C - SUBMISSION FORMS

FORM 1: Proposal Submission Form – Mandatory

FORM 2: Policy toExclude 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: City of Toronto Customer Service Training Requirements: Contractors, Consultants and other Service Providers – If Applicable

FORM 7: Declaration of Compliance with Anti-Harassment / Discrimination Legislation & City Policy

DO NOT SUBMIT
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 photocopiess 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.

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

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Fax: 416-397-7779
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):
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: ____________________________

Authorized Signing Officer or Individual
THIS AGREEMENT made in quadruplicate this ______ day of ______________, 20__________

BETWEEN:

CITY OF TORONTO

(the “City”) Of The First Part

- and -

[ENTER Consultant’s Full Legal Name]

Of The Second Part

WHEREAS the City issued the RFP in connection with obtaining professional consulting services for the Project and the Consultant submitted a Proposal in response to the RFP; and

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

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;

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 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).

(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 Executive Director of Engineering and Construction Services 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 John Street Corridor Improvement project.

(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. 9117-15-7174, 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

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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, co-operative 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 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 Chartered Professional Accountants of Canada (CPA Canada). Reports which are not in accordance with current CPA Canada 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 [Note: Specimen Certificate & Policy Coverages to be set out in RFP]

(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. WORKERS’ RIGHTS

(1) The Consultant shall provide to the City, prior to the commencement of the Services, proof of coverage (registration and payment of premiums) under the Workplace Safety and Insurance Act, 1997 and the regulations thereunder for itself and its Personnel, which coverage shall be maintained for the duration of the Agreement. At the request of the Division Head, the Consultant shall provide proof of the maintenance of such coverage for the duration of the Agreement.

(2) The Consultant shall at all times pay or cause to be paid any assessments or compensation required to be paid by the Consultant or its subcontractors pursuant to the Workplace Safety and Insurance Act, 1997 and the regulations thereunder and any other applicable workers’ compensation legislation, and upon failure to do so, the City may pay such assessments or compensation to the Workplace Safety and Insurance Board and may deduct such assessments or compensation from monies due to the Consultant. The Consultant shall comply with all Laws relating to workers’ compensation.

(3) Without limiting the generality of any other indemnification provision of this Agreement, the Consultant agrees to indemnify and save harmless the Indemnitees from and against all Claims which may arise as a consequence of or result of the Consultant or any of its subcontractors failing or delaying in fully complying with the provisions of this section or which may arise as a consequence of any illness, injury or death of any employee of the Consultant or any such subcontractor.

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 statute whatsoever that may be in force regarding bankruptcy 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 ACT

(1) The Consultant shall comply with 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”) including, without restricting the generality of the foregoing, any obligations of the Consultant as an “employer” under Sections 25 and 26 thereof.

(2) 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.

(3) The Consultant shall report to the Division Head any non-compliance with the OHSA by the contractor in the construction of the Project if and when brought to the attention of the Consultant.
(4) Authorized representatives of the City shall at all times have access to the work site to monitor the Services to whatever extent they deem appropriate to determine compliance by the Consultant with the requirements of this Agreement including all health and safety requirements under the OHSA and applicable Laws, and the Consultant acknowledges that:

(a) Compliance with the OHSA is material to this Agreement and the lack of such compliance may result in the Consultant's performance of the Services being suspended or this Agreement being terminated by the City for cause; and

(b) violations are intended to be documented and kept on file.

(5) The Consultant shall cease the Services, or any part thereof, if an authorized representative of the City so requires orally or in writing on the grounds that there has been any violation of this Agreement with respect to health and safety requirements including those under OHSA, and thereafter the Services or affected part thereof shall not resume until any such violation has been rectified to the satisfaction of the Division Head.

(6) The Consultant shall be responsible for any delay caused by the Consultant or any of its Personnel in the progress of the Services as a result of any violation of provincial or municipal health and safety requirements by the Consultant, it being understood that no such delay shall be a force majeure for the purposes of extending the time for performance of the Services or entitling the Consultant to additional compensation, and the Consultant shall take all necessary steps to avoid delay in the final completion of the Services without additional cost to the City, which shall not be responsible for any additional costs or liability resulting from any such delay.

(7) Without limiting the generality of any other indemnification provision of this Agreement, the Consultant will indemnify the Indemnitees and hold them harmless from and against all liability resulting from any and all failures to meet the responsibilities referred to in this section, including, without restricting the generality of the foregoing,

(i) any expenses incurred by the City as a result of stoppage of the Services on account of failure by the Consultant to meet its obligations under and/or with respect to the OHSA; and

(ii) any fine(s) levied against the City as a result of any breach of the responsibilities of the employer for the Project, to the extent attributable to the Consultant's failure to fulfil its obligations as described in this section.

(8) Nothing in this section shall be taken 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.

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:

Schedule "A": Professional Consulting Services
Schedule "B": Fees and Expenses
Schedule "SD-FINAL": Statutory Declaration
Schedule "C": Consultant's Cost of Services Proposal
Schedule "D": Clarification Letter(s) of the Consultant (if any)

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
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] (c/s)

[ENTER - Division Head's Title]

[enter Consultant's Full Legal Name]

IN ACCORDANCE WITH LEGAL SERVICES APPROVED FORM

Confirmed by Division Head: ______________________________

Authorized by Division Head pursuant to Municipal Code Chapters 71 and 195.

------ Alternate Wording #1 ------

Authorized by Minute No. [ENTER #] of the Bid Committee on
the ______ day of ______________.

------ Alternate Wording # 2 ------

Authorized by name of standing Committee, Item No. [ENTER #], as adopted by City of Toronto Council on
the ______ day of ______________.

------ Alternate Wording # 3 ------

I/We have authority to bind the Corporation.

Name: ______________________________

Title: ______________________________

(c/s)

(c/s)
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:

- Preliminary Design and Detailed Design for the Project

including those Services identified in:

- Sections 2 and 3, Appendix A.1, Appendix A.3, Appendix A.4 and Appendix A.5 of the RFP; and Appendix B, C, E, and F.

- 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, Section 3, Appendix A.1, Appendix A.3, Appendix A.4 and Appendix A.5 of the RFP; and Appendix B.

- 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.
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:

- Table 5.3

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:</strong> (WHERE APPLICABLE AND AUTHORIZED)</td>
<td></td>
</tr>
<tr>
<td>[INSERT Item]</td>
<td>$000,000.00</td>
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<td>[INSERT Item]</td>
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<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:</strong> (WHERE APPLICABLE AND AUTHORIZED)</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>$000,000.00</td>
</tr>
<tr>
<td>Maximum Agreement Price for Services (inclusive of GST)</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, the payment for Services and authorized Additional Services shall be paid in accordance with the following:

| (a) | Time of Principals, Senior Officers, Specialists | 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. |
| (b) | Time of other Staff | 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 |

REPLACE “the Consultant’s Cost of Services Proposal” with “section 2 of this Schedule” where replacement has been made in section 2

CONFIRM correct section reference

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>(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.</td>
</tr>
<tr>
<td></td>
<td>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) (City, Town, etc.)
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

__________________________________________

in the Province of Ontario,

this day of _________________, 200___.

__________________________________________

A Commissioner, etc.
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]
CONSULTANT’S CLARIFICATION LETTER(S)

[REMOVE Schedule “D” where there are no clarifications]
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: 

   Insuring Company
   Policy Number
   Policy Limit(s)
   (per occurrence)
   Effective Date
   Expiry Date

   Primary Insurer:
   Umbrella/Excess Insurer:

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.

   Insuring Company
   Policy Number
   Policy Limit(s)
   Effective Date
   Expiry Date

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.

Date
Broker’s or Insurer’s Name and Address
Signature and Stamp of Certifying Official
**APPENDIX E - PROJECT REFERENCE MATERIAL**

**Proposal Evaluation Table**

Name of Proponent:
Name of Project: Design Services for Reconstruction of TTC Track Allowance, Road, Sidewalk, Watermain, Sewer, Streetscaping and TTC Platforms on the QRK.

Evaluated By:

<table>
<thead>
<tr>
<th>CRITERIA</th>
<th>Max. Score</th>
<th>Score</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>A. MANDATORY SUBMISSION REQUIREMENTS (SECTION 4.2)</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>PASS FAIL</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>B. EXPERIENCE AND COMPANY RESOURCES</strong></td>
<td>28 pts</td>
<td></td>
</tr>
<tr>
<td>• Experience and Performance of the Project Team;</td>
<td>7</td>
<td></td>
</tr>
<tr>
<td>Demonstrated successful experience of key staff on projects of similar scope and size for each component listed in the terms of reference and project description</td>
<td></td>
<td></td>
</tr>
<tr>
<td>• Demonstrated effectiveness in addressing the concerns and working cooperatively with a variety of agencies, authorities, utilities, community, public and special interest groups</td>
<td>4</td>
<td></td>
</tr>
<tr>
<td>• Demonstrated experience in Project Management including service delivery, time and cost control, coordinating multi-disciplines</td>
<td>3</td>
<td></td>
</tr>
<tr>
<td>• Corporate Experience and Performance (Reference checks may be performed)</td>
<td>2</td>
<td></td>
</tr>
<tr>
<td>• Successful past corporate experience on similar projects</td>
<td>2</td>
<td></td>
</tr>
<tr>
<td>• Experience on previous road reconstructions/widening and bridge projects</td>
<td>6</td>
<td></td>
</tr>
<tr>
<td>• Overall Completeness and presentation of proposal</td>
<td>4</td>
<td></td>
</tr>
<tr>
<td><strong>C. PROJECT SPECIFIC TECHNICAL ASSESSMENT</strong></td>
<td>37 pts</td>
<td></td>
</tr>
<tr>
<td>• Project organization and work program structure for each phase of the project</td>
<td>14</td>
<td></td>
</tr>
<tr>
<td>• Identified elements of the pre-design, feasibility of the project and detailed design</td>
<td>7</td>
<td></td>
</tr>
<tr>
<td>• Technical issues identified with potential solutions, address the economics of the assignment, consider aesthetics, public and environmental impacts of the project, and</td>
<td>10</td>
<td></td>
</tr>
<tr>
<td>• Method and schedule of addressing concerns and securing permits and approvals from the affected agencies, authorities, utilities, community, public and special interest groups</td>
<td>6</td>
<td></td>
</tr>
<tr>
<td><strong>D. SCHEDULE Formula: (best schedule divided by Proponent's schedule) x 10</strong></td>
<td>10 pts</td>
<td></td>
</tr>
<tr>
<td><strong>E. COST OF SERVICES Formula: (lowest cost proposal divided by Proponent's proposal cost) x 25</strong></td>
<td>25 pts</td>
<td></td>
</tr>
<tr>
<td>Total Score</td>
<td>100 pts</td>
<td></td>
</tr>
</tbody>
</table>

**END OF APPENDIX E**
APPENDIX G – PROJECT SPECIFIC SUBMISSION FORMS

COST OF DESIGN SERVICES FORM ................................................................. 2
UPSET LIMIT COST BREAKDOWN FOR RFP 9117-16-5089 ........................................ 3
LIST OF SUBCONSULTANTS ........................................................................... 4
### COST OF DESIGN SERVICES FORM

<table>
<thead>
<tr>
<th>Team Member</th>
<th>Team Member (Name)</th>
<th>Hourly Rate</th>
<th>Estimated Hours</th>
<th>Estimated Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Principal</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Project Manager</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Senior Engineer</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>(Project) Engineer</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Project Designer</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>CADD Technician / Draughtsperson</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Technical and Administrative Support Staff</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Survey Crew</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Subtotal Base Cost of Design Services $ ___________________

Disbursements $ ___________________

Contingency $ 250,000.00

Total Base Cost of Design Services $ ___________________

162 of 172
Upset Limit Cost Breakdown for RFP 9117-16-5089
(Price Form must be inserted into the sealed Cost of Services Envelope)

<table>
<thead>
<tr>
<th>Descriptions</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>1 – BASE SCOPE OF DESIGN SERVICES</strong></td>
<td></td>
</tr>
<tr>
<td>General Requirement including project meetings</td>
<td>$</td>
</tr>
<tr>
<td>Preliminary Assessment *(See Note 1)</td>
<td>$</td>
</tr>
<tr>
<td>Technical Memorandums *(See Note 1)</td>
<td>$</td>
</tr>
<tr>
<td>Meeting with Utilities or Agencies</td>
<td>$</td>
</tr>
<tr>
<td>Preliminary Design</td>
<td>$</td>
</tr>
<tr>
<td>Detailed Design</td>
<td>$</td>
</tr>
<tr>
<td>Tender Package</td>
<td>$</td>
</tr>
<tr>
<td>Disbursements</td>
<td>$</td>
</tr>
<tr>
<td>Contingency Allowance</td>
<td>$250,000.00</td>
</tr>
<tr>
<td><strong>1.1 SUBTOTAL BASE SCOPE</strong></td>
<td>$</td>
</tr>
<tr>
<td><strong>1.2 HST @13%</strong></td>
<td>$</td>
</tr>
<tr>
<td><strong>1.3 TOTAL BASE SCOPE OF SERVICES</strong></td>
<td>$</td>
</tr>
<tr>
<td><strong>2 – SUBCONSULTANT DESIGN COSTS</strong></td>
<td></td>
</tr>
<tr>
<td>SUE Level B Investigation</td>
<td>$</td>
</tr>
<tr>
<td>Pre-Engineering and Topographic Survey</td>
<td>$</td>
</tr>
<tr>
<td>Geotechnical Investigation</td>
<td>$</td>
</tr>
<tr>
<td><strong>2.1 SUBTOTAL SUBCONSULTANT COSTS</strong></td>
<td>$</td>
</tr>
<tr>
<td><strong>2.2 HST @13%</strong></td>
<td>$</td>
</tr>
<tr>
<td><strong>2.3 TOTAL SUBCONSULTANT COSTS</strong></td>
<td>$</td>
</tr>
<tr>
<td><strong>TOTAL (Item 1.3 + Item 2.3) HST INCLUDED</strong></td>
<td>$</td>
</tr>
</tbody>
</table>

**Notes:**
1. Payment for these items will be limited to a maximum of 65% of the total activity value until the receipt and approval of the draft submissions of the respective deliverables under that activity
   - Preliminary Assessment – draft Technical Memorandums, approved
   - Technical Memorandums – draft approved
## LIST OF SUBCONSULTANTS

### Sub-Surface Utility Engineering (SUE)

<table>
<thead>
<tr>
<th>Company Name</th>
<th>Contact Name</th>
<th>Phone Number</th>
<th>Fax Number</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### Pre-Engineering & Topographic Survey

<table>
<thead>
<tr>
<th>Company Name</th>
<th>Contact Name</th>
<th>Phone Number</th>
<th>Fax Number</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### Geotechnical Investigations

<table>
<thead>
<tr>
<th>Company Name</th>
<th>Contact Name</th>
<th>Phone Number</th>
<th>Fax Number</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### Others

**DO NOT SUBMIT**
T.T.C TRACK ALLOWANCE

DEVIL STRIP

1625 mm

1495 mm

685 mm

300 mm

300 mm

3300 mm

4300 mm

CURB AND SIDEWALK

EXISTING MONOLITHIC

300 mm

~1800 mm

3300 mm

3200 mm

3000 mm

AND GUTTER

PROPOSED CURB

500 mm

~2100 mm

250 mm

AS PER OPSD 912.140

GUIDE RAIL WITH CHANNEL

PROPOSED STEEL BEAM

463 mm

300 mm

EXISTING GROUND

RETAINING WALL

PROPOSED

EXISTING

WEST SIDE

AT SUNNYSIDE INTERSECTION

TYPICAL CROSS SECTION

W/B

E/B

R.O.W.

R.O.W.

AS PER OPSD 972.131

EXISTING CHAIN LINK FENCE

REMOVE AND REPLACE

GRANULAR 'A'

GRANULAR 'B'

168 of 172
T.T.C TRACK ALLOWANCE
DEVIL STRIP
1625 mm
1495 mm
1495 mm
685 mm
685 mm
AND GUTTER
PROPOSED CURB
N.T.S.
300 mm
2100 mm
3300 mm
3300 mm
3000 mm
3200 mm
3200 mm
2400 mm
EXISTING GROUND
PLATFORM
STREET CAR
PROPOSED
WEST SIDE
AT GLENDALE INTERSECTION
TYPICAL CROSS SECTION
AND GUTTER
PROPOSED CURB AND GUTTER
PROPOSED CONCRETE SIDEWALK
W/B
E/B
R.O.W.
R.O.W.
PROPOSED STREET CAR PLATFORM
TYPICAL CROSS SECTION
AT GLENDALE INTERSECTION
WEST SIDE
N.T.S.
1220 mm
WIDENING
PROPOSED CURB AND GUTTER
PROPOSED CONCRETE SIDEWALK
T.T.C TRACK ALLOWANCE

DEVIL STRIP

1625 mm
= 1495 mm

685 mm

AND GUTTER

PROPOSED CURB

2100 mm

3300 mm

3200 mm

3200 mm

2400 mm

PLATFORM

STREETCAR

PROPOSED

N.T.S.

EAST SIDE

AT GLENDALE INTERSECTION

TYPICAL CROSS SECTION

CURB AND SIDEWALK

EXISTING MONOLITHIC CURB AND SIDEWALK

EXISTING RETAINING CURB

W/B

E/B

R.O.W.

R.O.W.

PROPOSED CONCRETE SIDEWALK

PROPOSED CURB AND GUTTER

TYPICAL CROSS SECTION AT GLENDALE INTERSECTION EAST SIDE

N.T.S.