

Request for Proposal

Document Number: 2021-712P

Document Title: ENGINEERING SERVICES FOR CLASS ENVIRONMENTAL ASSESSMENT, DETAILED DESIGN, CONTRACT ADMINISTRATION AND INSPECTION FOR FINCH STORMWATER PUMPING STATION UPGRADES IN REGION OF PEEL, PROJECT 16-4014

Date Issued: Wednesday, April 6, 2022

ELECTRONIC BID SUBMISSIONS ONLY shall be received by the Agency through the Bidding System no later than:

**12:00 noon local time
Tuesday, May 3, 2022**

It is the Bidder's sole responsibility to ensure that:

- **the submission is received electronically by the Agency through the Bidding System by the date and time specified above**
- **the submission is accompanied by all required documentation**

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Document 2021-712P Regional Municipality of Peel-Procurement Division
ENGINEERING SERVICES FOR CLASS ENVIRONMENTAL ASSESSMENT, DETAILED
DESIGN, CONTRACT ADMINISTRATION AND INSPECTION FOR FINCH
STORMWATER PUMPING STATION UPGRADES IN REGION OF PEEL, PROJECT 16-
4014

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For **ENGINEERING SERVICES FOR CLASS ENVIRONMENTAL ASSESSMENT, DETAILED DESIGN, CONTRACT ADMINISTRATION AND INSPECTION FOR FINCH STORMWATER PUMPING STATION UPGRADES IN REGION OF PEEL, PROJECT 16-4014**, as required, and as specified within this Document.

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Instructions to Bidders

1. **INFORMATION AND COMMUNICATIONS**

- 1.1 Any questions or information required regarding this Document must be submitted through the Bidding System via peelregion.bidsandtenders.ca by clicking the 'Submit a Question' button for the selected bid opportunity at least four working days prior to closing. Do not submit your questions via e-mail. No oral communications will be considered binding.
- 1.2 Any Bidder who requests and/or receives any information, with regards to this Document, by any person(s) other than the Procurement Representative or designate, may be disqualified from further consideration.
- 1.3 It is recommended that vendors add noreply@bidsandtenders.ca to their "safe senders" lists in their e-mail systems and monitor their spam/ clutter/ junk filters to ensure they do not miss automatically generated messages sent by bidsandtenders.ca that relate to this bid opportunity.

2. **BIDDER SUBMISSIONS**

- 2.1 This Document is available to Bidders at peelregion.bidsandtenders.ca.
- 2.2 Only Bidders that are registered as a Plan Taker for this Document with Bids and Tenders at peelregion.bidsandtenders.ca and have obtained this Document from Bids and Tenders or the Agency, may submit a Bidder Submission.

Should the Agency receive a Bidder Submission that is subsequently found to be from a Bidder that is not a registered Plan Taker with Bids and Tenders at peelregion.bidsandtenders.ca, and the Bidder did not obtain the Document from Bids and Tenders or the Agency, the Agency reserves the right to reject the Bidder Submission as non-compliant and give it no further consideration for contract award.

- 2.3 **Bidders shall not make any changes or alterations to the Document as issued by the Agency on the Region of Peel's website.** The Bidder Submission of any Bidder found prior to award to have made such alterations shall be disqualified by the Agency and shall be given no further consideration.

In the event that following an award an alteration is discovered to have been made by the successful Bidder, the Document as issued by the Agency and made available on the Agency's website shall be deemed to contain the governing terms and conditions between the parties, and any alterations made to it by the Bidder shall be of no force or effect. The Agency shall further have the right, at its sole option, to terminate any Contract with a Bidder who, subsequent to award, is found by the Agency to have altered the Agency's Document. This right is in addition to and

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- without prejudice to all other rights, remedies, actions or alternatives that may be available to the Agency.
- 2.4 Any documents forming part of a Bidder Submission uploaded to peelregion.bidsandtenders.ca by the Bidder in response to the Document must:
- 2.4.1 NOT have a security password.
 - 2.4.2 Not be defective, corrupted or blank.
 - 2.4.3 Be able to be opened and viewed by the Agency.
- 2.5 The Agency shall disqualify a Bidder Submission that contains documents that cannot be opened and verified by the Agency.
- 2.6 For the purposes of interpretation, all capitalized terms used herein shall have the same meanings ascribed thereto in the Document.
3. **DATE AND PLACE FOR RECEIVING BIDDER SUBMISSIONS AND ACCEPTANCE PERIOD**
- 3.1 ELECTRONIC BID SUBMISSIONS ONLY shall be received by the Agency through the Bidding System and must be received **on or before 12:00 noon local time in Brampton, Ontario on Tuesday, May 3, 2022.**
- 3.2 The closing date and time shall be determined by the Agency's Bidding System.
- 3.3 Bidder Submissions submitted and/or received by any other method will be disqualified by the Agency unless instructed otherwise by published addenda in respect of the Document.
- 3.4 Only documents found on the Region of Peel's website at peelregion.bidsandtenders.ca are to be considered "official" documents. The Region of Peel accepts no responsibility for the accuracy or completeness of information found on other websites. The onus is on the Bidder to check the Region of Peel's website to verify they have received all relevant information. The Bidder risks submitting a non-compliant bid if addenda or other required information is missing, and disqualification could result.
- 3.5 It is the Bidder's sole responsibility to ensure their Bidder Submission is received by the time and date specified in the Agency's Bidding System. The receipt of Bidder Submissions can be delayed due to a number of factors including, but not limited to, "internet traffic", file transfer size, and transmission speed. The Bidder should allow sufficient time to upload its Bidder Submission, including any attachments. Late Bidder Submissions will not be accepted by the Agency's Bidding System.

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- 3.6 A Bidder Submission will only be considered to be submitted once it has been RECEIVED by the Agency in its Bidding System, regardless of when the Bidder Submission was submitted by the Bidder.
- 3.7 Bidders will be sent a confirmation e-mail by the Agency's Bidding System to the e-mail address provided by the Bidder when it registered as a Plan Taker in the Bidding System for the Document advising that its Bidder Submission was submitted successfully. Bidders should **not** consider its Bidder Submission to have been submitted until it has received the confirmation e-mail.
- 3.8 The Bidder is solely responsible for the delivery of its Bidder Submission in the manner and by the closing date and time prescribed in the Agency's Bidding System. Each Bidder is responsible for the actual delivery of its Bidder Submission prior to the closing time and closing date.
- 3.9 The Agency is not responsible for any incomplete or misdirected Bidder Submissions due to electronic technical problems arising out of the Bidder's use of the Agency's Bidding System.
- 3.10 Bidder Submissions received by the Agency in accordance with the terms and conditions of the Document shall be irrevocable and open for acceptance for a period of 120 days following the date of the Bidder Submission closing.

4. ADDENDA

Addenda, if required, issued by the Procurement Representative and related to this Contract shall hereby form part of the Contract.

Any addenda related to this Contract will be posted through the Bidding System at peelregion.bidsandtenders.ca. Although the Bidding System will attempt to notify registered Bidders of when addenda are posted on the Bidding System, the Agency does not guarantee any receipt of notifications by Bidders and waives any responsibility. **It is the sole responsibility of Bidders to check the Bidding System often to inform themselves of any posted addenda.**

Bidders shall acknowledge receipt of any addenda when submitting their Bidder Submission through the Bidding System. Bidders shall check a box for each addendum and any applicable attachments that have been issued before a Bidder can submit their Bidder Submission online all in accordance with the terms and conditions of the Document and the Bidding System.

The Agency encourages Bidders not to submit their Bid Submission prior to forty-eight hours before the Document closing time and date, in the event that an addendum is issued. If a Bidder submits their Bidder Submission prior to this or

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at any time prior to the Document closing and an addendum is issued by the Agency, the Bidding System shall WITHDRAW their Bidder Submission and change their Bidder Submission to an INCOMPLETE STATUS (NOT accepted by the Agency) and the withdrawn Bidder Submission can be viewed by the Bidder in the "MY BIDS" section of the Bidding System. The Bidder is solely responsible to:

- i) make any required adjustments to their Bidder Submission;
- ii) acknowledge the addendum/addenda; and
- iii) ensure the re-submitted Bidder Submission is RECEIVED by the Agency through the Bidding System no later than 12:00 noon local time on the Document closing date.

NOTES TO BIDDERS: Additional company contacts are recommended for the reasons outlined below:

- Do not invite any additional contacts that you do not want to have access to view, edit, submit and/or withdraw or who may be in direct competition, for example a company may have two divisions that could compete for the same bid opportunity.
- You are strongly urged, when creating or updating a Bidding System Bidder account, to add additional company contacts to create their own login to the Bidding System. This will permit your invited contacts that have created their own login to manage (register, submit, edit and withdraw) Bids which your company is a Registered Plan Taker for. In the event you are on vacation, or due to illness, etc., these additional contacts may act on your company's behalf and have the authority to receive addendum notifications from the Bidding System and where permitted by the terms and conditions of the Document, to submit Bidder Submissions electronically through the Bidding System and/or withdraw and/or edit and/or acknowledge addendum/addenda, on your behalf.
- If you are an invited company contact, it is imperative that you create your login from the link contained in the e-mail invitation. Do NOT go directly to peelregion.bidsandtenders.ca website and create a separate Bidder account.

5. CONTRACT AWARD

The Agency reserves the right to award the Contract in its entirety or in part to one or more Vendors in accordance with its requirements. Prior to award, the Agency reserves the right to perform a site visit at the Bidder's facilities for the purpose of evaluating the Bidder Submission.

Without limiting, and in addition to all other rights to which the Agency is entitled pursuant to this Document, the Agency shall be entitled to fully evaluate the Bidder Submission, which evaluation may include, without limitation, a review of references provided by the Bidder and of those that may be obtained by the

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Agency independently, past performance history of contracts between the Bidder and the Agency and/or between the Bidder and third parties, past completion history (including completion of full contract term, late or extended completion of contract and late delivery of goods or services), litigation and claims history of the Bidder (including previous, existing or potential litigation with the Agency or others and construction liens filed by the Bidder or subcontractors), delivery of incorrect services, customer service and responsiveness, or history of bidding unrealistic pricing, any of which may result in higher ultimate costs or other difficulties for the Agency, and to reject a Bidder Submission if the same is, in the Agency's sole opinion, unsatisfactory, or would not provide the best value to the Agency.

6. **QUANTITIES**

Quantities shown in the Document are approximate only and the Agency does not guarantee any volume. The Agency reserves the right, at its sole discretion, to procure either more or less.

7. **BID PRICING CHANGES**

The legislation and regulations governing the workplace in Ontario, including, without limitation, the Canadian *Income Tax Act*, the Canadian *Immigration and Refugee Protection Act*, Ontario *Employment Standards Act, 2000*, *Employer Health Tax Act*, *Labour Relations Act, 1995*, *Occupational Health and Safety Act* and *Workplace Safety and Insurance Act, 1997* may change at any time and may impact upon Bidders' pricing and overhead costs. In submitting its Submission, each Bidder hereby acknowledges that it has considered any proposed changes to legislation and regulations, and any impact such changes, if any, may have on its pricing. Bidders are advised that the Agency will not entertain requests to change submitted bid prices for this Document based on changes to the minimum wage or other legislative or regulatory amendments made under any statute. It is each Bidder's obligation to operate according to all applicable law at all times. For clarity, each Bidder takes on all risk and responsibility for cost increases due to legislative and regulatory changes. For further clarity, each Bidder takes on all risks due to health, environmental, social, emergency or other factors which may arise and which may result in unforeseen or otherwise uncalculated costs or legal circumstances to the Bidder in order to complete the Work, to keep its workers or the public safe according to applicable law and government order, or to address other intervening circumstances. The Bidder is required to arrange its own contractual and subcontractor obligations for labour, materials or other matters related to this contract so as to minimize or eliminate extra costs or circumstances which may jeopardize its ability to fulfill its contractual obligations to the Agency under this Document or Contract award.

8. **EVALUATION PROCESS**

Each Bidder Submission will be evaluated in three stages, as follows. The evaluation of all Bidder Submissions will be based on a cumulative total score of

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100 points, composed of 80 points being allocated to the Bidder's Technical Proposal and 20 points being allocated to the Financial Proposal.

8.1 Stage I: Substantial Completeness Review

Each Bidder Submission will be subject to a substantial completeness review to determine that the Bidder Submission is substantially complete and compliant with the Document's submission requirements and that pricing information is contained only in the sealed Financial Proposal.

Bidder Submissions which have not fully complied with the submission requirements of this Document may be considered non-compliant, and will not be considered for Stage II evaluation and not given any further consideration for award.

8.2 Stage II: Evaluation of the Bidder's Technical Proposal

In Stage II, Bidder Submissions will be evaluated by the Agency's evaluation committee through a consensus method based on the categories, as outlined in the Evaluation Criteria table below. The disclosure of the allocated weightings for each category/criteria is provided to assist Bidders in preparing a Bidder Submission that best meets the requirements of the Agency.

The total available points being allocated to the evaluation of the Bidder's Technical Proposals is 80 points.

In Stage II, Bidders that receive an evaluation score of less than 48 (60%) of the 80 available points for their Technical Proposal submission will not be eligible to move to Stage III, Evaluation of Financial Proposal, and they will be given no further consideration for award.

Those Bidder Submissions deemed to have met or surpassed the minimum Technical Proposal score threshold, will enter Stage III.

For further details on the Bidder Technical requirements, please see the Technical Proposal Submission Requirements in the "Request For Information – Bidder Submission Requirements" section of this document.

8.3 Stage III: Evaluation of Financial Proposal

Bidder Submissions which have passed the previous evaluation stages and whose Bidder Submission has been deemed to meet the needs of the Agency will enter into Stage III where the pricing will be unsealed and their Financial Proposals considered as the final stage of this Request for Proposal.

Pricing information must be entered by Bidders in the pricing tables provided in the Online Bidding System Forms and be included with the

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Bidder Submission in order for the Bidder Submission to be considered for contract award.

The total available points being allocated to the Financial Proposal are 20 points. In Stage III, the Bidder Submission to this Request for Proposal with the lowest price will receive the maximum score (20 points) for the Financial Proposal category.

The remaining Financial Proposals will each receive a pro-rated Financial Proposal Score in accordance with the following formula:

$$\text{Financial Proposal Score} = (\text{Lowest Priced Financial Proposal} / \text{Financial Proposal Price}) \times 20 \text{ (assigned weighting for Financial Proposal)}$$

Important: The intent of the staged evaluation process is to ensure that Bidder Submissions are evaluated initially on the basis of the Agency's technical criteria only, without regard to pricing. If Bidders attempt to indicate pricing outside of the process indicated above, the Bidder shall, at the Agency's sole discretion, be deemed non-compliant and given no further consideration.

9. **EVALUATION CRITERIA**

Bidder Submissions will be evaluated by an evaluation committee based on the following categories. The disclosure of the allocated weightings for each category is provided to assist Bidders in preparing a proposal that best meets the requirements of the Agency. **Refer to Request for Information – Bidder Submission Requirements for detailed requirements.**

Categories and Weightings:

Evaluation Criteria	Weighting and Relative Importance
Technical Proposal	80 PER CENT
Understanding of the Project (RFI Section 1.1)	15 per cent
Overall project understanding and conformance to the RFP requirements	15 per cent
Project Approach and Methodology (RFI Section 1.2)	25 per cent
Approach to Coordination Efforts with Various Agencies and Stakeholders as well as Communications and Public Relations	5 per cent
Approach to undertaking detailed design and contract administration including permits/approvals and property acquisition	20 per cent

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Quality and Cost Control Plan (RFI Section 1.3)	5 per cent
Approach to QA/QC and cost control plan including data management, and submission of project deliverables.	5 per cent
Bidder Firm Relevant Project Experience (RFI Section 1.4)	5 per cent
Project Experience – relevant project experience and references	5 per cent
Project Team and Organization Chart (RFI Section 1.5)	20 per cent
Project Manager - Experience and Qualifications	10 per cent
Key Team Members and Sub-Consultants (if any) - Experience and Qualifications	10 per cent
Project Work Plan (Time/Task) and Schedule (RFI Section 1.6)	10 per cent
Proposed work plan, allocation of staff hours and appropriate resourcing	5 per cent
Proposed project schedule, timelines and milestones of project to satisfy the RFP requirements	5 per cent
Financial Proposal	20 PER CENT
CUMULATIVE TOTAL SCORE	100 PER CENT

By responding to this Document, Bidders agree to accept the decision of the evaluation committee as final. Bidders shall complete Online Bidding System Forms as stated in the Document.

10. FORM OF AGREEMENT

Following award, the selected Vendor shall be required to execute the Agreement for Professional Consulting Services (Appendix 7.4). The Procurement Document, including all issued addenda, shall be included with and will form the agreement between the Agency and the Vendor, whether mentioned specifically by reference in the executed Form of Agreement or not.

Upon receipt of written notice from the Agency that it has been awarded the Contract, the Vendor shall provide, within seven days of such notice, a fully executed form of the Agreement for Professional Consulting Services.

Bidders are advised that by submitting a response to this Procurement Document, they are agreeing that they have reviewed in its entirety the Form of Agreement for Professional Consulting Services and that they agree to execute the Agreement in the form provided in this Document or in any addenda to this Document issued by the Agency.

Instructions to Bidders

Bidders should note that Bidder Submissions which have been qualified by the Bidder, based upon terms it wishes to negotiate after the deadline for electronic submission, or Bidder Submissions which contain any other form of bid qualification, may not be accepted. Submissions containing such qualifications may be deemed non-compliant and not be given further consideration for award.

If applicable, the parties agree that the execution of the Form of Agreement may be facilitated through facsimile or electronic means and/or this agreement may be executed in several counterparts and any such facsimile or electronic copy and any such counterpart shall be deemed to be an original agreement, and such facsimile or electronic copies or such counterparts together shall constitute one and the same agreement and shall have the same force and effect as an executed original.

If applicable, the parties agree that the execution of the Form of Agreement by either party may be facilitated through an electronic approvals process (the “**Approval Process**”) whereby an e-mail confirmation is provided by the signing party to the other party to evidence the execution of the agreement and binds the individual/corporation, which e-mail confirmation shall be attached to this agreement and shall have the same force and effect as an executed original. Each of the parties shall maintain a record of such electronic documents pursuant to this Approval Process and shall provide an executed copy of the agreement to the other party with a wet signature, within a reasonable time following the termination of the Declaration of Emergency by the Province of Ontario in relation to the COVID-19 pandemic (the “**Declaration**”). This Approval Process shall apply only to the extent that this agreement is executed during the period in which the Declaration is in effect.

The Approval Process involves one party sending an email confirmation to the other party in the following format, as applicable:

In the case of the Vendor:

<INSERT COUNTERPART NAME>	
Approval Date:	MM DD YYYY

I, <Full Name and Title> confirm that I have the authorization of <Insert Counterpart Name> to enter into the attached <Agreement/Contract Name> on behalf of <Insert Counterpart Name> with The Regional Municipality of Peel. The <Insert Counterpart Name> agrees to the terms and conditions set out in the attached <Agreement/Contract Name>. I, <Full Name and Title> agree to sign all original documents with wet signatures once the declaration of emergency is terminated. I, <Full Name and Title> have the authority to bind the corporation.

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In the case of the Agency/Region:

THE REGIONAL MUNICIPALITY OF PEEL (or as applicable, with suitable changes)	
Approval Date:	MM DD YYYY

I, <Full Name and Title> confirm that I have the authorization of Regional Council of The Regional Municipality of Peel to enter into the attached <Agreement/Contract Name> on behalf of The Regional Municipality of Peel pursuant to <Insert Resolution or By-law Number when applicable for Non-Routine documents> and Document Execution By-law32-2017 as amended by By-law 6-2020. The Regional Municipality of Peel agrees to the terms and conditions set out in the attached <Agreement/Contract Name>. I, <Full Name and Title> agree to sign all original documents with wet signatures once the declaration of emergency is terminated. I, <Full Name and Title> have the authority to bind the corporation.

11. **HARMONIZED SALES TAX (HST) INFORMATION**

The Agency is subject to the payment of provincial and federal taxes imposed by the Provincial and Federal Governments and, if required, the collection of any withholding tax for non-resident Vendors. All prices within this Document shall be quoted exclusive of HST.

12. **ACCESSIBILITY FOR ONTARIANS WITH DISABILITIES**

The Vendor shall comply with the *Accessibility for Ontarians with Disabilities Act* 2005, and its Regulations thereunder with regard to the provision of goods or services to persons with disabilities. The Vendor acknowledges that pursuant to the *Accessibility for Ontarians with Disabilities Act* 2005, the Region of Peel must, in deciding to purchase goods or services through its procurement process, consider accessibility for persons with disabilities to such goods or services. This legislation can be accessed through the following link to the Government of Ontario's website: ontario.ca/laws/statute/05a11. You may also access this link at peelregion.ca/procurement, "Additional Information for Bidders" and view the accessibility standards.

13. **INVOICING AND ELECTRONIC PAYMENT INSTRUCTIONS**

13.1 **All invoices must be sent to the individual ordering the goods/ services or as directed at the time of the order placement. Failure to do so will result in a delay of payment.**

13.2 The Agency's method of payment is by Electronic Funds Transfer (EFT). The Vendor will be required to provide the Agency with the Application for Vendor Direct Deposit form containing original signatures in ink, by return mail, fax or hand delivered, the following banking information:

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13.2.1 Names of two Company Officers, their titles, e-mail addresses, fax numbers, and phone numbers. Note: Both Company Officers must sign off on any subsequent changes to the Vendor's banking information.

13.2.2 Company mailing and remittance addresses.

13.2.3 Banking information including a void cheque.

13.2.4 The Vendor is required to notify the Agency of any changes to this information immediately.

14. **SECURITY REQUIREMENTS**

Bidders shall note that, should they be the successful Bidder on this project, they will be required to comply with the security requirements and all requests by the Agency for the submission of documentation as indicated in Appendix 7.5 and as applicable to the Contract.

15. **VENDOR PERFORMANCE EVALUATIONS**

The successful proponent on this contract shall be subject to the Agency's Consultant Performance Evaluation Procedure F35-39 (the "Procedure"). The Evaluation will provide a summary of the consultant's performance on this contract. The information collected through the evaluation will be used to provide feedback to consultants for performance improvements and/or acknowledge "Satisfactory" or "Exceeds" performance, and will determine a consultant's eligibility or ineligibility to bid on future Agency contracts.

The complete Procedure and Vendor Performance Evaluation Form can be found on the Agency's website at peelregion.ca/procurement, "Vendor Performance Evaluations". This Procedure and all related information may be amended from time to time and the most up-to-date version shall form part of this contract.

16. **DRINKING WATER QUALITY MANAGEMENT SYSTEM AND WASTEWATER INTEGRATED MANAGEMENT SYSTEM**

The Agency has implemented quality and environmental management systems to ensure the delivery of safe, clean drinking water to our communities, and to protect the environment by effective collection and treatment of wastewater, while maintaining compliance with applicable legislation and regulatory requirements.

The systems' policies provide a foundation for the Agency's commitments to delivery of water and wastewater services and through these commitments, the Agency assures the quality and availability of supplies and services necessary for the operation of the drinking water systems and wastewater systems under both normal conditions and in emergency situations.

Instructions to Bidders

All activities of the awarded Bidder and where applicable, its subcontracted specialized companies, will adhere to the defined and documented policies and be performed with integrity. Compliance with the management systems' principles is essential in ensuring that risks to public health and to the natural environment are eliminated or minimized.

Drinking Water Quality Management System (QMS) was established in accordance with the requirements of the [Drinking Water Quality Management Standard \(DWQMS\)](https://www.ontario.ca/page/ontarios-drinking-water-quality-management-standard-pocket-guide#section-4) at <https://www.ontario.ca/page/ontarios-drinking-water-quality-management-standard-pocket-guide#section-4> developed by the Ministry of Environment, Conservation and Parks to aid in the provision of safe drinking water.

The QMS Policy declares the Agency's commitment to supplying safe and clean drinking water to the consumer, in compliance with all applicable legislative and regulatory requirements, and the maintenance and continual improvement of the QMS.

Wastewater Integrated Management System (WWIMS) enables a systematic approach towards pollution prevention and the implementation of quality work principles. Based on the principles of ISO 9001 (Quality Management Systems) and ISO 14001 (Environmental Management Systems), the WWIMS aims to apply best management practices to the operation of the Peel-operated wastewater collection and treatment systems.

The WWIMS Policy outlines the Agency's commitment to protecting and preserving the environment, quickly addressing incidents that pose a risk to the public and/or the environment, complying with regulations, working with our stakeholders and continually improving our programs.

The awarded Bidder must be aware of the QMS and WWIMS policies and understand how their practices and work activity impact the safety of drinking water and the environment.

In providing a submission response, Bidders shall be aware that, should they be awarded the contract, they will deliver their services in accordance with the relevant regulatory requirements and regional standards while working on the Agency's water and wastewater infrastructure.

The Agency's responsibilities and expectations, and the awarded Bidder's role in supporting the QMS and WWIMS are available on the Agency's website: [Resources for contractors - construction - Region of Peel \(peelregion.ca\)](https://peelregion.ca/construction/contractors.asp) at <https://peelregion.ca/construction/contractors.asp>.

Supplementary Terms and Conditions for Professional Services

These Supplementary Terms and Conditions are in addition to the Agency's Standard Terms and Conditions.

SC1 DEFINITIONS

Add the following to Standard Terms and Conditions, Clause 1, Definitions.

For the purposes of interpretation, the following capitalized terms used in this Document shall have the meanings ascribed below, unless the context in which they appear clearly indicates otherwise:

- (k) "Technical Proposal" refers to the specific responses in the Bidder Submission regarding goods and services that are being proposed, including but not limited to the Bidder's company information and related experience in providing the goods and services, submitted by Bidders in accordance with the requirements of the Document. This includes the Bidders' responses to the Request for Information section or Proposal Submission Requirements of the Document, which will be evaluated as stated in the Document.

- (l) "Financial Proposal" refers to the pricing information in the Bidder Submission entered by Bidders in the pricing tables provided for in the Online Bidding System Forms. The Financial Proposal is a mandatory requirement that must be included with the Bidder Submission in order for the Bidder Submission to be considered complete and acceptable for contract award.

Terms of Reference

1. BACKGROUND

1.1 Introduction

The Region of Peel (“the Agency”) intends to retain the services of Consulting Engineering firms (Vendors) to undertake the Schedule ‘B’ Municipal Class Environmental Assessment, preliminary and detailed design, tender document preparation, contract administration and site inspection services for upgrades to Finch Stormwater Pumping Station (SWPS), as described in Section 3 of this RFP and in accordance with PIPM.

Your firm is invited to submit a proposal for this work in accordance with this document. The Terms of Reference herein provide an outline of the work to be performed by the successful Vendor and are for guidance only.

1.2 Project Description

The Agency is responsible for the operation and maintenance of the sanitary sewer network, pumping stations, and wastewater treatment plants within the Regional Municipality of Peel boundaries.

As part of the Agency’s ongoing servicing strategy, a condition assessment was completed for Finch Stormwater Pumping Station and is included in this document. In general, the condition assessments identified recommended upgrades based on a visual inspection of equipment/building condition, equipment testing (where possible), and compliance to standards, codes, and regulations. The condition assessments are appended later in this document and strictly serve as a reference document for the upgrades proposed.

Additionally, the Agency updated its Wastewater Pumping Station Design Standards and has completed the following assessments:

1.2.1 Bidders are required to be thoroughly familiar with the updated SPS Design Standards to facilitate their application successfully for all upgrades proposed as part of this project. The updated standards can be found in Appendix 7.15 Region of Peel Sewage Pumping Station (SPS) Design Standards Manual. Bidders shall note that the condition assessments completed previously referenced outdated design standards; therefore, are not entirely accurate. The scope of upgrades for Finch Stormwater Pump Station is outlined later in this Section; however, as noted throughout the document, Bidders must validate the scope of work proposed via supplemental investigations and gap analyses.

1.2.2 Region of Peel Wastewater Vulnerability Assessment, completed in Feb 2020 by Calian Emergency Management Services

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(Appendix 7.7). The completed Vulnerability Assessment is a reference document that is to be reviewed by the Vendor, in conjunction with all other completed reports, to finalize the upgrades proposed.

1.2.3 A preliminary design report recommending upgrades to the station was completed in June 2020. This report is in Appendix 7.11 Finch Stormwater PS PDR. The report identified that the existing wet well is within CN Rail property as well as an existing 1050mm gas line approximately 15m north of the wet well and an existing 900mm gas line approximately 30m north of the wet well. Separately, the report highlighted that the existing generator/control building is located close to Finch Avenue and poses a significant safety risk to Operations staff to due to the adjacent high traffic roadway.

1.2.4 A Finch Stormwater PS Gravity Sewer Replacement Feasibility Study was performed by GMBLueplan to determine whether an option exists to decommission the Finch Avenue Pumping Station. The following four Alternatives were reviewed:

1. Finch Avenue pumping station upgrades;
2. New sewer conveying stormwater east to the Claireville Reservoir;
3. New sewer conveying stormwater southeast to the West Humber River/Drainage Ditch; and
4. New sewer conveying stormwater to existing City of Mississauga discharge pipe.

As such, alternative 1 consisting of Finch Avenue pumping station upgrades is the only viable solution. This TM is included in Appendix 7.12 Finch Stormwater PS Analysis TM.

1.3 Finch Stormwater Pumping Station

The Finch Stormwater Pumping Station is located at 7848 Finch Avenue West in the City of Brampton. The station is designed to lift stormwater from a local drainage area, including Finch Avenue West railway underpass, into a nearby storm sewer. This pumping station consists of a circular wet well and a generator/control building located approximately 200m north of the wet well along the west side of Finch Avenue West. The station was built in 1984 and underwent SCADA modifications in 1991.

A property map and drainage map of the Finch Stormwater PS is in Appendix 7.8 Finch Stormwater PS Drainage and Property Maps.

The Finch Stormwater PS has a rated capacity of 41L/s. It is part of the Agency's stormwater collection system; and therefore, should be designed

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to accommodate a one (1) in ten (10) year storm. A capacity increase is not required at this station.

The Finch Stormwater PS is classified as a Type II station. This station will be upgraded to fully comply with the Region of Peel SPS Design Standards or have a memorandum developed documenting any deviation and providing a recommendation with rationale.

Significant considerations to include in the upgrades are as follows, but not be limited to:

- Provide a new valve chamber;
- Provide a new emergency generator building and abandon existing building;
- Relocate access to new valve chamber and generator building through Canadian Blood Services parking lot;
- Relocate and reconstruct wet well;
- Increase emergency storage (for Bidding purposes, Vendors shall assume the requirement to accommodate SPS Design Standards);
- Complete Condition Assessment on both forcemains;
- Complete Transient Analysis on station's process piping and both forcemains in accordance with SPS Design Standards;
- Other upgrades to meet the SPS Design Standards;
- Other upgrades as recommended in the Condition Assessment (Appendix 7.9), if relevant; and
- Other upgrades as recommended in the completed PDR.

It should be noted that as this station is a stormwater pumping station and not a wastewater pumping station; Bidders must review the requirements of the SPS Design Standards and **recommend their application** to proposed upgrades at the station. This review shall take place during the Gap Analysis. All deviations, in accordance with the SPS Design Standards, must be approved by the Agency. As this station is operated by the Agency's Wastewater Group, but is an asset belonging to the Agency's Transportation Group, both departments must be engaged by the Vendor when confirming the scope of upgrades and throughout the project design.

Additionally, Bidders shall note that the completed Preliminary Design Report (Appendix 7.11 Finch Stormwater PS PDR) is to be used as a reference document only and does not satisfy the requirement of preparing a Preliminary Design as part of this assignment. The existing completed PDR does not recommend reconstruction and relocation of the existing wet well; however, it is the Agency's preference to correct the property concern at this site. **To avoid project delays, the Vendor shall initiate property acquisition discussions upon award of the project.**

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As-Built Drawings for the Finch Stormwater PS are found in the Condition Assessment completed for the site in Appendix 7.9 Finch Stormwater PS Condition Assessment. SCADA As Built drawings for the station are found in Appendix 7.10 Finch Stormwater PS SCADA As-Built drawings. Pump Station Data sheet is provided in Appendix 7.13 Finch Stormwater PS Data Sheet.

Finch Stormwater Emergency Storage TM

Vendor is required to recommend a minimum emergency storage volume for the site during the early stages of Preliminary Design via a Finch Stormwater Emergency Storage TM. As part of this assessment, Vendor shall take into consideration industry standard for stormwater retention, recommendations from the SPS Design standards, observed inflow data, and public risk associated with an overflow event to recommend to the Agency a minimum storage volume and retention time. Vendor shall also take into consideration restrictions due to adjacent private lots, impacts to natural environment, cost, constructability, and public impact of increasing emergency storage to the final proposed volume.

1.4 Existing Forcemains

Finch Stormwater PS: 2, 250mm and 150mm diameter PVC, both approximately 7m long

1.5 Relevant Projects

Stations Affected	Project Name	Status	Details
Finch Stormwater PS	Pump and System Curves Project RFQ WWC011	In progress	The Vendor will have to coordinate with the project team responsible for validating pump capacity information.
Finch Stormwater PS	Stormwater Servicing Master Plan for Regional roads	In progress	The Vendor will have to coordinate with the project team responsible for the stormwater master plan document to ensure the accuracy and necessity of the scope of work of this project. A link to the master plan is: https://www.peelregion.ca/pw/transportation/residents/sw-road-infrastructure.asp

2. PROJECT MANAGEMENT

The Agency's Wastewater Division will provide client level project management for the assignment upon its award.

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Upon Contract award and project commencement, the Vendor shall prepare and submit a Project Management Plan in accordance with PIPM outlining the project management approach.

3. **COORDINATION**

The Vendor shall identify and consider all works proposed by stakeholders to evaluate synergies in combining the works where applicable. The Vendor shall consider the phased approach of other projects in conjunction with this project. It is inherent that the Vendor undertake detailed coordination with the following:

- Design Consultants and Contractors engaged in ongoing assignments for the Agency, the City of Brampton, the City of Mississauga, Town of Caledon, TRCA, CVC, Ministry of the Environment, Conservation and Parks (MECP) or other provincial/federal agencies as applicable;
- External Agencies and Stakeholders including the local municipality, conservation authorities, provincial/federal agencies and utilities;
- Property owners impacted or potentially impacted by the project;
- Region of Peel's Real Estate Section;
- Region of Peel's Operations Staff;
- Additional Agencies required for Approvals and Permits to support the Works;
- Internal and External Stakeholders, such as local developers, Agency's;
- Development Services, Capital and Operations sections as well as;
- Transit agencies from the relevant local municipalities to coordinate road construction or resurfacing and other utilities; and
- The Agency's Geotechnical/Environmental Consultant.

This assignment specifically includes all relevant coordination to effectively plan, design, tender, construct and commission the works. Coordination for the purpose of approvals and permits is also included in this assignment. It is anticipated that remote online (TEAMS) meetings with agencies shall be the preferred approach to managing approval and permit applications in order to expedite the process.

The Vendor shall coordinate with other ongoing or future projects with the potential to impact this assignment including coordination with the project teams including associated design consultants, sub-consultants and contractors. The Vendor will provide overall consultant-level project management duties and be responsible for design coordination and overall project coordination to ensure the projects do not conflict with one another.

The Vendor shall contact and meet with all appropriate authorities including, but not limited to, the City of Brampton/Mississauga and Town of Caledon, the Agency, Agency's Real Estate section, TRCA, CVC, adjacent property owners,

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relevant Conservation Authorities such as Ministry of Natural Resources, Department of Fisheries and Oceans and incorporate applicable comments. The Vendor shall coordinate temporary and permanent restoration requirements with the City of Brampton and the Agency.

The Vendor shall coordinate any land acquisition requirements with the Agency's Real Estate section. The requirements of Section 3 Coordination shall be taken into account in the Vendor's pricing of all components of the scope of work.

4. COMMUNICATION AND PUBLIC RELATIONS

The Agency's Marketing and Communications Department, specifically the Water and Wastewater Communications Specialist, will provide all communications related support as it relates to the construction project. The only Vendor communication responsibilities are related to any class EA documents as outlined in the EA standards protocol which will then be reviewed by the Water and Wastewater Communications Specialist. The Vendor shall be required to adhere to a project-specific comprehensive communication plan targeted to proactively keep residents, businesses, affected agencies, stakeholders, Regional/City Councillors and the general public informed throughout all stages of the project. This plan will include the development of objectives, key messages, target audiences, forms of delivery, frequencies and a range of communications tactics to ensure effective communication for the duration of the project, from the design phase through to construction completion. Sample strategies from previous Agency projects will be provided to the successful Vendor. The Vendor shall be required to follow Agency templates and direction in accordance with PIPM.

The Vendor's Public Relations/Communications Manager will work with the Agency's Communication Services division on all aspects of the communications strategy. The Vendor shall be responsible for carrying out this plan complete with the development of messages, technical drawings, images, graphics and other content as deemed necessary for inclusion and to provide clarity. All messages, correspondence and public notices shall be submitted to the Agency's Project Manager and the Agency's Communication Services division at least one (1) week prior to the proposed release date. In addition, the Vendor shall prepare monthly updates in the form of memoranda for review and submission by the Agency to affected Councillors and key stakeholders. It is the Agency's intent to keep these parties well informed throughout the project. The Vendor shall allow for stakeholder meetings with Councillors and/or residents/businesses and/or senior management from the City and/or Region. Attendance at stakeholder meetings and/or presentations by relevant and representative Vendor staff is mandatory. The Vendor shall anticipate a minimum of ten (10) meetings related to stakeholder issues during detailed design and construction.

4.1 Key Communication Components

- Development of a Stakeholder Register within the Communication

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Plan in relation to each phase of the project. The stakeholder register shall include:

- Level of engagement as per Project Management Body of Knowledge (PMBOK);
 - Communications tactics for each stakeholder in relation to each phase of the project; and
 - Timing and frequency of communication per stakeholder group.
- Management, facilitation and implementation of agreed-upon; communication tactics as per guidance and direction of the Agency;
 - Coordination of production and dissemination of agreed-upon creative and collateral pieces in collaboration with the Agency's Communication Services division;
 - Management of political issues, notices to residents, Councillors and Businesses
 - Attendance at stakeholder meetings and/or presentations related to stakeholder issues during detailed design and construction;
 - At the point of substantial completion, the Vendor and Agency shall have a half day lessons learned workshop regarding the Project's Communications strategy and a report will be produced highlighting what was successful and area's for improvement.

5. SCOPE OF CONSULTING ASSIGNMENT

The Agency intends to retain a Consulting Engineering firm to undertake the Schedule B Class Environmental Assessment (EA), Preliminary/Detailed Design and Contract Administration/Inspection for the upgrades included under this Assignment.

This assignment includes the requirement to co-ordinate with all the stakeholders involved; Agency's Water and Wastewater Capital Groups, Agency's Operations Division, relevant local municipality (ie. City of Brampton, City of Mississauga, Town of Caledon), local environmental authority (ie. CVC, TRCA), all local businesses and utilities under impact, and associated design consultants and sub-consultants, to complete the entire assignment outlined in this RFP.

The following sections provide a breakdown of project-specific services required during the Class EA, design, tendering and construction administration phases of the work. Several major components are described in sections below.

The Vendor shall note that any data file, graphic, design, drawings, plan, profile, or any other documentation (digital and hard copy) supplied or prepared by the Vendor or sub-consultant pursuant to this assignment is the exclusive property of the Agency.

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The Terms of Reference herein provide an outline of the work to be performed by the selected Vendor are for guidance only.

5.1 **General Requirements**

All design, inspection and contract administration services are to be delivered in accordance with the following documents (latest edition):

- Region of Peel – Project Implementation and Procedures Manual (PIPM) (Appendix 7.16);
- Region of Peel – Water and Wastewater Treatment Project Design and Technical Specifications Manual (Appendix 7.14);
- Wastewater Pumping Station Design Standards (Appendix 7.15);
- Region of Peel Design, Specification and Procedures Manual (peelregion.ca/pw/other/standards/linear/con-specs/);
- Region of Peel Volume 2 (Part of Design, Specification and Procedures Manual) (peelregion.ca/pw/other/standards/linear/con-specs/);
- Region of Peel Standard Drawings for construction (<http://www.peelregion.ca/pw/other/standards/linear/drawings/>);
- Region of Peel CAD Standards (Part of the Design, Specification and Procedures Manual) (<https://www.peelregion.ca/public-works/design-standards/#criteria>);
- Region of Peel – Process Automation and Instrumentation Design Standards (PAIDS) – Most Current Version (available at <http://www.paid.ca>).

5.1.1 **Region of Peel Project Implementation and Procedures Manual (PIPM)**

The Manual describes the requirement for project implementation and delivery. The Manual describes the Agency's procedural requirements including deliverables, meetings, and coordination services.

No deviations from the Manual will be permitted without written consent of the Agency.

For the purpose of this project however, the following sections of the Manual will NOT be required.

Section 12 – Project Value Engineering

All other requirements of the manual remain unchanged. Where the specified requirements of this RFP are more stringent than the

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requirements of the Manual, the RFP shall take precedence. A copy of the PIPM Manual is enclosed (Appendix 7.16 Region of Peel Project Implementation and Procedures Manual (PIPM)).

5.1.2 **Region of Peel Project Design and Technical Specifications Manual**

The Project Design and Technical Specifications Manual describes the general design requirements. The Manual is by no means meant as a comprehensive design tool; however, general expectations, level of service requirements and general design redundancy requirements are discussed.

No deviations from the Manual will be permitted without written consent of the Agency.

For the purpose of this project the following sections of the Manual will NOT be required:

Section 11 – Water Treatment Facilities
Section 12 – Potable Water Pumping Stations
Section 13 – Reservoirs, Elevated Tanks and Standpipes
Section 15 – Biosolids Management
Section 17 – Groundwater Pumping Station Design

All other requirements of the manual remain unchanged. Where the specified requirements of this RFP are more stringent than the requirements of the Project Design and Technical Specifications manual, the RFP shall take precedence. A copy of the Design and Technical Specifications Manual is enclosed. (Appendix 7.14 Region of Peel Project Design and Technical Specifications Manual).

5.1.3 **Region of Peel Project Design, Specifications and Procedures Manual**

The Design, Specifications and Procedures manual for Linear Projects describes the general requirements for capital projects in the Regional of Municipality of Peel. Where the specified requirements of the RFP are more stringent than the requirements of the Design, Specifications and Procedures Manual, the RFP shall take precedence.

A copy of the manual is available for download at the following website: <http://www.peelregion.ca/pw/other/standards/linear>

No deviations from the Manual will be permitted without written consent of the Agency.

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5.1.4 **Region of Peel Sewage Pumping Station (SPS) Design Standards Manual Appendix 7.15**

The Agency has developed the Sewage Pumping Station Design Standard for use by consulting engineers involved in the implementation of capital works projects. This manual establishes clear and consistent application of design requirements for sewage pumping station infrastructure for the Agency.

The use of this document is not intended to restrict innovation in design. The Agency encourages creativity and application of sound engineering judgement in the design of sewage pumping infrastructure while meeting the objectives of this document. Vendors are expected to exercise professional judgement in the application of these design standards and consider site-specific issues particularly for retrofit projects. It is the Vendors responsibility to meet all applicable regulatory codes and regulations including the specific scope of work for the project.

No deviations from the Manual will be permitted without written consent of the Agency.

5.1.5 **Process Automation and Instrumentation Design Standards Manual**

The Manual describes the requirement for project design, implementation, and delivery. The Manual describes the Agency's procedural requirements including deliverables, meetings, and coordination services.

No deviations from the Manual will be permitted without written consent of the Agency.

All other requirements of the manual remain unchanged. Where the specified requirements of this RFP are more stringent than the requirements of the Manual, the RFP shall take precedent. A copy of the PAIDS Manual can be found at www.paid.ca.

6. **PHASE I (INVESTIGATION, CLASS ENVIRONMENTAL ASSESSMENT AND DESIGN)**

6.1 **Investigation, Background Review and Validation of Scope of Work**

Bidders shall review all relevant background information for this project, including any reports and studies and review the Agency's databases for existing soils information, relevant contract documents for previous contracts and operational data for each existing facility. The Agency will provide copies of relevant documents to the Vendor upon request.

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Upon the review of all relevant background information; including the recommendations contained within the Condition Assessment Reports prepared by GM BluePlan Engineering, the Agency's most recent Sewage Pumping Station Standards, and any other relevant studies/reports, Vendors shall validate the scope of work recommended.

During the Investigation and Background review period, the Vendor is responsible for scheduling and hosting meetings with various Agency Departments (Operations, Program Planning, Asset Management, Real Estate, etc.), to ensure the feasibility and long-term efficiency of the intended upgrades.

Following the review of all relevant documents; the Vendor will be responsible for preparing a Gap Analysis and Recommendations Technical Memorandum outlining the final recommendation for upgrades with an explanation of each major discrepancy to the Agency's most recent Sewage Pumping Station Standards. This shall include, but not be limited to, emergency storage volume, wet well configuration, process piping configuration, forcemain alignment, and Health and Safety improvements not currently addressed in the proposed scope of work. This outline shall also include gap information noted during the station's investigation period, and recommendations on addressing the gaps found. Following submission and acceptance of this memorandum, a final presentation will be required by the Vendor to present the recommended upgrades for each SPS to the Agency's Project Manager, Wastewater Program Manager, and other parties of interest at the Region.

6.2 Class Environmental Assessment

The Vendor shall complete a Schedule 'B' Class Environmental Assessment in accordance with the requirements of the Municipal Engineers Association document "Municipal Class Environmental Assessment, dated October 2000 and amended in October 2015.

Phases 1 and 2 of the study shall be undertaken as described below and in accordance with PIPM:

6.2.1 Phase 1- Profile of the Study Area and Identification of Problems or Opportunities

The activities and deliverables outlined in this section are essential components of Phase 1 of the Class EA. The satisfactory completion of Phase 1 shall include, but not be limited to, the following:

- Initiate a project kick off meeting to confirm the study area and prepare its profile considering the following factors:
 - purpose of the study and study objectives;

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- existing drainage area and sanitary sewer flow rates;
 - growth commitments (Regional and Local Municipality Official Plans); and
 - land use planning projections to 2051.
-
- Develop a Communication Plan and Work Plan/Schedule;
 - Refine the project schedule and work plan in consultation with Agency staff (project schedule/work plan will be reviewed and updated in each Progress Report);
 - Prepare a Draft Notice of Commencement and corresponding cover letters. The Agency will finalize and publish the notice in local newspapers and the Agency's website. The Vendor shall mail the notice and cover letters under the Agency's letterhead, signature and envelopes to the stakeholders;
 - Review previous studies, existing legislative documents, Provincial, Regional, and Municipal standards, By-laws, Official Plans, Secondary Plans, and other related documents;
 - Review the Agency's Flow Analysis and re-evaluate the preliminary sizes for the new inlet sewer, proposed new equipment and emergency overflow lagoon; and
 - Open and maintain a Project File in accordance with the guidelines outlined in Section A.4 of the Municipal Class EA document.

Phase 1 – Deliverables

The Agency will deem Phase 1 complete when the following items have been reviewed and submitted to the Agency for review:

- Problem Statement;
- Study Area Profile; and
- Notice of Study Commencement and corresponding cover letters.

6.2.2 Phase 2 – Identification and Evaluation of Alternative Solutions

The activities and deliverables outlined in this section are essential components of Phase 2 of the Class EA. The Agency will deem Phase 2 complete when the following work has been submitted to its satisfaction and shall include, but not be limited to, the following:

- Develop the criteria for screening of reasonable alternative solutions. These criteria shall include, but not be limited to, the listed below:

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Cultural Environment
• Heritage/ Built Heritage • Archaeology
Social Environment
• Land use • Agricultural impacts • Construction impacts • Quality of life (health and safety) • Aesthetics • Property requirement impacts • Emergency access
Natural Environment
• Environmentally Sensitive Areas • Areas of Natural or Scientific Interest • Woodlots • Creeks, Fisheries and Aquatic Habitat • Wetlands • Wildlife and habitat • Vegetation • Groundwater
Economical
• Capital • Operation and maintenance
Technical
• Capacity and operating conditions • Servicing feasibility • Maintenance access • Identification of drainage areas • Structural • Utilities • Construction staging

- Identify and evaluate alternative emergency overflow locations as required. Only reasonable alternative solutions and combinations of alternative solutions that meet the study objectives to be carried forward;
- Collect information and inventory environmental features about each of the criteria, to be used during the screening of alternative solutions;
- Assess the potential impacts of each alternative solution. A screening matrix is to be utilized to ensure that each alternative solution is assessed against the same criteria. Complete the net effects evaluation of the alternative

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solutions and identify the preliminary preferred solution and review with the project team;

- Arrange and conduct a Municipal Co-ordination Meeting and Agency Co-ordination Meeting to solicit comments and suggestions on study findings to date. These meetings will provide a forum to test ideas and assert positions. The results will guide the project team to further refine the preliminary preferred solution;
- Obtain and document approvals, in principle, from all relevant agencies for the preliminary preferred layout of the expanded station;
- Draft a Notice of a Public Information Centre (PIC) and corresponding cover letters and submit to the Agency for review and approval. The Agency will publish this in local newspapers and on the Agency website. Mail out by the Consultant under Regional letterhead, signature and envelopes. Agency will arrange forum for PIC;
- Brief Regional Councillors, senior Agency staff, and the City of Mississauga/City of Brampton/Town of Caledon Staff prior to the PIC;
- Conduct the PIC with project team to solicit public comments and suggestions on the study findings to date. Prepare all the required material (i.e., sign in and comment sheets, information boards, handouts, etc.);
- Prepare responses to all comments received through the PIC;
- Undertake a Cultural/Built Heritage Assessment and Archaeological Stage 1 and 2 Assessment;
- Conduct a desktop Geotechnical Analysis;
- Conduct a Phase I Environmental Site Assessment (ESA);
- Determine design criteria for alternative design concepts; and
- Obtain and document approvals from agencies, in principle and complete the Project File in accordance with the guidelines outlined in Section A.4 of the Municipal Class EA document.

Phase 2 – Deliverables

The Agency will deem Phase 2 complete when the following has been completed:

- Inventory of Natural, Social and Economic Environment;
- Notice of PIC and corresponding cover letters;
- PIC;
- Cultural and Built Heritage Report;
- Archaeological Stage 1 and 2 Report;

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- Desktop Geotechnical Report;
- Phase I ESA Report;
- Design Criteria; and
- Completed Project File as outlined in Section A.4 of the Municipal Class EA document. (Submit two hard copies and one electronic searchable PDF copy for Agency review).

The Vendor should note that throughout the Schedule B Class EA process, the Agency reserves the right to assess findings to determine that project objectives are being accomplished and at its sole and absolute discretion, may discontinue the assignment if Vendor does not achieve these objectives.

6.3 Additional Investigations, Studies and Reports

The activities included in this task are dependent upon the follow-up reviews of any recommendations based on the Class EA and Pre-Design Report (PDR) documents and may include the completion of additional investigations/studies, such as Archaeological Studies, Environmental Site Assessments, Geotechnical and Hydrogeological studies and reports, where applicable, and any other field work and reports necessary or required by this assignment. The identification of gaps and associated recommendations for follow-up investigation shall be captured in the “Gap Analysis and Recommendations” Technical Memorandum (TM). Where required, the Vendor shall supplement the information as necessary to justify permit applications, such as a Permit to Take Water (PTTW) application or any others, required for the project. The Vendor’s proposal shall include a list of additional recommended investigations, studies and reports along with the expected efforts and timeframes required to complete these studies in accordance with the RFP. The Agency will provide feedback as necessary on any additional investigations, studies and reports.

The assignment contains the requirement for the Vendor to retain specialist firms or consultants as required and confirmed by the Agency to successfully deliver all design services and design support services related to this assignment.

For the purpose of bidding Bidders shall assume that the following investigations will be required:

- Geotechnical Investigation to reflect the final selection of alternatives proposed during Preliminary Design as well as any gaps identified and further requirements of Detailed Design;

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- Hydrogeological Investigation to reflect the final selection of alternatives proposed during Preliminary Design; as well as any gaps identified and further requirements of detailed design;
- A provisional amount will be included in the Bidding Forms for a Phase Two ESA, if required, for property to be transferred to the Agency either temporarily or permanently (Provisional Item);
- Geostuctural Investigation and Condition Assessment of existing structures and features to reflect the final selection of alternatives proposed during Preliminary Design as well as any gaps identified and further requirements of detailed design (Provisional Item);
- Archaeological Investigation – Stage 3 and 4 (Provisional Item); and
- Materials Testing and Specialist Environmental Monitoring during construction.

6.4 Archaeological Investigations (Provisional Item)

Review previous reports in conjunction with the selected design alternatives and provide recommendations for completion of further investigations based on the completed Stage 1 and 2 Archaeological studies from the Class EA and PDR phases, respectively.

If recommended and approved by the Agency, the Vendor shall proceed with the additional Archaeological studies (Stage 3 and 4) to support the detailed design.

At a minimum, the Agency expects that the following legislation and policies will be applied when conducting Archaeological Assessments:

- Standards and Guidelines for Consultant Archaeologists (2011 or as amended);
- Provincial Policy Statement, (2005);
- Criteria for Determining Cultural Heritage Value or Interest; (Ontario Regulation 9/06) as amended;
- Criteria for Determining Cultural Heritage Value or Interest of Provincial Significance (Ontario Regulation 10/06) as Amended;
- Ministry of Tourism and Culture: Standards and Guidelines for Conservation of Provincial Heritage Properties (April 28th, 2010);
- Municipal Databases for inventory of Cultural Heritage/Archaeological Sites (i.e. City of Brampton); and
- Official Plans (Brampton).

No excavation activities shall take place within the study area prior to the Ministry of Tourism, Culture and Sport (Archaeological Programs Unit) confirming in writing that all archaeological licensing and technical review requirements have been satisfied.

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6.5 **Environmental Site Assessment**

The Vendor shall prepare a Phase One Environmental Site Assessment (ESA) as part of the Class EA scope of work in accordance with O.Reg. 153/04, as amended.

The purpose of the Phase One ESA is to identify potentially contaminating activities (PCAs), including contaminants of potential concern (COPCs) and the areas of potential environmental concern (APECs) that may need additional investigation. The Phase One ESA will be completed prior to the Geotechnical and Hydrogeological Investigations (Section 6.9 Detail Design Geotechnical and Hydrogeological and Environmental Explorations) such that any environmental sampling and analysis can be conducted concurrent with the geotechnical and hydrogeological investigations.

Soil and groundwater shall be sampled and tested at each and every site to be acquired by the Region, either temporarily or permanently, to establish pre-existing or baseline conditions.

As there is the potential for property acquisition and/or property use change, a Phase Two ESA shall be completed in accordance with O.Reg. 153/04, as amended, and capture the environmental component of the Geotechnical and Hydrogeological investigations prepared in Section 6.9 Detail Design Geotechnical and Hydrogeological and Environmental Explorations.

ESAs completed for the Agency must be completed as to ensure a “full reliance” on recommendations of the report. Key property owner(s) may require such for property easements and/or licenses.

6.6 **Geostructural Assessment (Provisional Item)**

In addition to the pre-condition survey, the Vendor shall review previous investigations and reports and retain a specialized geostructural firm for a geostructural assessment and detailed condition assessment of existing structures (i.e. bridges, culverts, retaining walls, signage and all other features of interest) in addition to an assessment of the construction impacts on the stability of each. Where structures are to be crossed or potentially impacted, the Vendor shall review the existing structure's condition and construction methodology to ensure their design addresses protection of the existing structure. The scope shall include the design and/or recommendations for construction structural and geostructural modification(s) to facilitate and permit the acquisition of all necessary approvals and construction of the proposed upgrades to Finch Stormwater PS as well as complementary monitoring system(s) for construction purposes and compliance with all permits and approvals.

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- The condition assessment shall assess each structure for age, condition, risk and vulnerability to damage during construction;
- The condition assessment report shall recommend procedures for protection during construction and shall be submitted at the 50% design stage to ensure recommendations and considerations can be incorporated into the detailed design;
- Where required, the condition assessment shall provide recommendations for structure replacement and/or rehabilitation; and
- Where required, incorporate into the detailed design the requirement to protect the structures during construction.

6.7 **Construction Dust, Noise and Vibration Mitigation and Monitoring**

Review the EA and PDR to establish all requirements related to construction dust, noise and vibration monitoring and mitigation and acceptable limits. Provide recommendations to the Agency in the form of a "Construction Dust, Noise and Vibration Mitigation and Monitoring" TM outlining requirements from the EA and PDR as well as follow-up recommendations and incorporate these requirements into the detailed design. This TM shall be submitted at completion of the 50% detailed design stage.

A key objective will be to minimize construction impacts to surrounding residents, businesses and commuters. The Vendor shall summarize and specify mitigation measures and monitoring requirements, complete with cost estimates, to be incorporated in the detailed design and tender package(s). The Vendor shall then update the previous TM and prepare a "Construction Dust, Noise and Vibration Mitigation and Monitoring" Plan and submit this for the Agency's review at the 90% detailed design stage.

The Vendor shall conduct field investigations, analysis and prepare supporting interpretive analysis and reports in support of the "Construction Dust, Noise and Vibration Mitigation and Monitoring" TM and plan for all properties and features within 100m of the proposed construction.

6.7.1 **Dust Control During Construction**

Best management practices for dust control (e.g. application of non-chloride dust suppressants, water spraying, street sweeping, etc.) should be further reviewed during detailed design and implemented as necessary during construction. Dust must be kept to a minimum to ensure proper visibility and stakeholder comfort. The Vendor shall incorporate mitigation measures into the detailed design and tender package(s) for construction.

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6.7.2 **Construction Noise Impacts and Mitigation**

The extent of construction noise levels shall be assessed and documented as part of the “Construction Dust, Noise and Vibration Mitigation and Monitoring” plan.

6.7.3 **Construction Vibration Impacts, Mitigation and Monitoring**

Construction vibration is highly dependent upon the machinery used and local soil conditions. The Vendor shall calculate the separation distances between the construction area and any structures or features potentially susceptible to vibration damage. Existing buildings fall within the expected threshold distance of annoyance (approximately 100m radius) and may be susceptible to perceptible movement of structures such as resonant floor vibrations, rattling of windows or shaking of items on shelves or walls. The Vendor shall assess the extent of potential construction vibration during detailed design and document results and recommendations, including type(s), location(s) and frequency of monitoring, in the “Construction Dust, Noise and Vibration Mitigation and Monitoring” plan. The Vendor shall develop a specification for the construction contractor to conduct same kind of monitoring during construction based on actual equipment used.

6.8 **Full Topographical Survey and Site Plan Preparation**

The Vendor shall complete a full topographical site survey (aerial photography in lieu of a full survey is not acceptable) of the proposed limits of construction, existing facilities and study area in support of the detailed design. Surveys and Site Plan are to be completed in accordance with the Agency’s Standards and Guidelines (Base Plan Preparation). The Vendor shall be responsible for all surveys required to complete the detailed design and shall not rely solely on existing surveys or data.

Surveys must be integrated into the existing horizontal and vertical control network and must be geographically referenced to the Ontario Coordinate System UTM NAD83 (original). All elevations are Geodetic. This information is included in the PW CAD standards document in the Region of Peel Design, Specification and Procedures Manual (peelregion.ca/pw/other/standards/linear/con-specs/);

A GPS Survey may be used if the equipment is survey grade capable of 1-2cm horizontal accuracy. The survey must be checked and documented to a minimum of three (3) known integrated control monuments in the perimeter of the survey area. GPS survey must not be used for precise elevations.

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A Total Station survey is acceptable and must be checked and documented to a minimum of three (3) known integrated control monuments in the perimeter of the survey area.

The pre-engineering survey must completely encompass within the existing site and its proposed expansion all of the areas required to achieve a comprehensive design of the project as set out by the Agency's Project Manager

6.9 **Detail Design Geotechnical and Hydrogeological and Environmental Explorations**

The Vendor will be required to prepare a detailed scope of work and TOR for a Request for Proposal (RFP) document to be issued by the Agency for the engagement of a geotechnical firm to conduct geotechnical, hydrogeological and environmental explorations, field investigations, interpretation, analysis and reporting to develop a Geotechnical Report and a Hydrogeological Report, as necessary in support of the detailed design, considering project-specific risks and design requirements.

THE VENDOR WILL NOT BE PERMITTED TO TRANSFER THE RESPONSIBILITY OF DETAILED DESIGN IN ANY WAY TO THIRD PARTY VENDORS THROUGH THE RFP PROCESS.

For the purposes of clarity, the term "Vendor" shall refer to the successful vendor retained for the detailed design and contract administration assignment as opposed to third-party specialist firms or vendors retained through the RFP process. Costs for the Vendor's services related to this assignment including the actual RFP development, administration, analysis and interpretation, meetings, management and wrap up shall be considered part of the assignment and shall not be covered by the allowance. The expected level of effort anticipated for these investigations as well as the development and management of the RFP document and associated process shall be clearly described in the Vendor's proposal.

As part of the overall RFP document development, the Vendor will be required to develop detailed terms of reference (TOR) and specific requirements for the Agency to retain the services of specialist firm and consultants. The Vendor shall prepare RFP documents according to Agency requirements and templates and shall clearly define the tasks and the Agency's expectations to ensure that a qualified team with capabilities, knowledge and resources will be involved. The Vendor shall develop the RFP documents to include supplementary requirements such as traffic management and control, permit/approval application, utility location, supervisory requirements, laboratory testing services, ongoing monitoring/maintenance, and restoration of areas to original or better conditions. Specifications shall be incorporated in the RFP document

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advising that work is coordinated to eliminate duplication of field work and redundancy of reporting.

Considerations will also need to be made to recommend an appropriate contingency amount within the RFP documents for field changes or impromptu services rendered. The Vendor shall note that RFP documents must be submitted to and approved by the Agency's Procurement Department. Allow three (3) weeks for the Agency's Procurement Review.

The Vendor shall provide all applications and supporting documentation for all Permit to Take Water (PTTW) applications, and all required Environmental Activity and Sector Registry (EASR) including detailed coordination with all external agencies (including the Ministry of the Environment, Conservation and Parks), local municipalities, affected agencies, sub-consultants and sub-contractors). This shall include monitoring and mitigation plans for construction dewatering. Pumping tests will be required at specific sites to be determined during detailed design, to review the effects and concerns of dewatering. Investigations shall include groundwater quality testing to determine discharge requirements in varying stratigraphic units and comparison against the Provincial Water Quality Objectives (PWQO) and the sewer use by-law. The Vendor shall be responsible for review and approval of the final Geotechnical Report, Hydrogeological Report and any other investigative report for incorporation into the detailed design of all activities within this assignment.

As a generic guideline, the subsurface exploration program shall consider the following items:

Geotechnical:

- Type and quantity of subsurface borings (e.g., conventional Standard Penetration Test (SPT) boreholes, continuous sampling boreholes, cone penetration tests) or test pits;
- Type and quantity of in situ geotechnical testing (e.g., pressuremeter and dilatometer testing, in situ shear vane testing, in situ stress measurements in bedrock, plate load tests);
- Type and quantity of geotechnical laboratory classification testing for soil samples (e.g., water content, grain size distribution, Atterberg limits tests, organic content) and soil chemical testing;
- Type and quantity of geotechnical laboratory strength, stiffness and time-dependent consolidation testing for soil samples (e.g., triaxial testing, uniaxial testing, oedometer testing); and
- Type and quantity of classification and strength testing for bedrock samples (e.g., uniaxial compressive strength testing, abrasivity testing, triaxial testing, indirect tensile testing, swell testing).

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Hydrogeological:

- Size, quantity and location/screened intervals of monitoring wells, including shallow and deeper aquifers as may be applicable;
- Frequency and duration of groundwater level measurement/monitoring;
- Type and quantity of hydrogeological in situ testing (e.g., single well response testing, packer testing, single-well or multi-well pumping tests);
- Type and quantity of groundwater sampling laboratory analyses;
- Type, quantity and location of monitoring stations to assess groundwater/ surface water interactions at sensitive environmental receptors; and
- Type, quantity and location of private water well surveys.

As a generic guideline, the analysis and reporting shall consider the following items (includes items through detail design):

Geotechnical:

- Subsurface exploration information to be provided in a geotechnical data report, including introduction, site and project description, subsurface exploration procedure, description of subsurface conditions, results of in situ and laboratory test results, records of boreholes/drillholes and bedrock core photographs, borehole location plans and interpreted stratigraphic profiles or sections;
- Discussion for the proposed project and an overview of foundations/geotechnical aspects of the project;
- Commentary on the subsurface exploration data and interpretation of the data;
- An overview of proposed tunnel/trenchless and/or open-cut and backfill installations, if applicable;
- Settlement assessment and slope stability analysis, as appropriate;
- Lateral earth pressure design recommendations;
- Pipe bedding, backfill and cover and grouting around the pipe;
- Discussion and recommendation for frost protection and frost taper;
- Discussion and recommendation on scour protection, drainage, run-off and erosion protection;
- Discussion regarding future construction considerations, including the following:
 - Excavation and requirements for temporary protection systems;
 - Dewatering;

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- The suitability of the ground to support construction equipment; and
- Instrumentation and monitoring requirements.

Hydrogeological:

- Monitoring well records and data summary;
- Summary and detailed results of groundwater level measurements and in situ hydrogeological tests (e.g. SWRT, packer and pumping tests);
- An assessment of the regional and site hydrogeological conditions, including Quaternary (soil) geology and bedrock geology;
- A desktop review of water well records and permits to take water available from the MECP and a summary of groundwater use;
- A desktop review of information available from the Oak Ridges Moraine Groundwater Program (YPDT-CAMC data) and other publicly available groundwater data and mapping;
- Description of the physical hydrogeological setting, aquifer hydraulic properties and evaluation of the groundwater flow direction;
- A summary of study area source water protection areas and groundwater dependent environmental features;
- Discussion of need for dewatering and dewatering options;
- Calculation of dewatering volumes and zone of influence;
- Discussion of potential groundwater risks and potential impacts to surrounding ground and structures or utilities, environmental receptors and other groundwater users;
- Provide recommendations for monitoring and mitigating risks and impacts to potential receptors; and
- Prepare a dewatering discharge plan. Compare groundwater quality results with Provincial Water Quality Objectives and the appropriate sewer use by-law to identify potential treatment requirements for discharge.

In addition to the Geotechnical and Hydrogeological exploration program, and as described in Section 6.9, an environmental exploration program will be conducted concurrently with the geotechnical and hydrogeological exploration program.

As a generic guideline, the Environmental subsurface exploration program should consider the following items:

Environmental:

- Chemical Analysis for all borehole soil samples in accordance with O.Reg. 153/04 (as amended) and O.Reg. 406/19 On-Site and

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- Excess Soil Management requirements (as amended) consistent with the Sampling and Analysis Plan (SAP); and
- Environmental soil samples shall be collected and analyzed in accordance with MECP 2011 guidance on Sampling and Analytical Methods for Use at Contaminated Sites in Ontario (as amended).

As a generic guideline, the analysis and reporting should consider the following items:

Environmental:

- Preparation of Sampling and Analysis Plan (SAP) in accordance with O.Reg. 153/04 and O.Reg. 406/19, which incorporates the COPCs for each of the APECs identified in the Phase One ESA; and
- Preparation of a Phase Two ESA in accordance with O.Reg. 153/04 and taking into account the Excess Soil requirements from O.Reg. 406/19.

All restoration works form part of the investigation works.

The Vendor shall be responsible for ensuring all monitoring wells and other field installations are removed at the end of the construction phase either by the third-party vendor that installed them or the contractor. The expected level of effort anticipated for these investigations as well as the development and management of the RFP document(s) and associated processes shall be clearly described in the Vendor's proposal.

NOTE: RESOURCE REQUIREMENTS AND CONFLICT OF INTEREST

The Vendor is required to supervise the geotechnical/hydrogeological firm that is engaged under the RFP. The Vendor shall ensure that it dedicates sufficient hours for its own technical staff to review and prepare the project deliverables. It should be noted that any entity (individual or firm) that has partnered with the Vendor shall not be eligible to participate in the RFP process created under this assignment.

It is the Agency's intent to utilize the same third-party vendor(s) retained through the Class EA/Preliminary Design RFP process to complete follow up investigations and reports during Detailed Design as necessary and the Vendor shall be required to build this provision into the RFP documents.

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6.10 **On-Site and Excess Soil Management during Design**

The Vendor shall be responsible for establishing and maintaining an Excess Soils Management Strategy for the proposed works and shall form part of the Vendor's work plan. Excess Soils Management Strategy shall mean a written document prepared by a Qualified Person, which sets out the process of sampling, monitoring, tracking, and registration requirements (if required) as set out in O.Reg 406/19 On-Site and Excess Soil Management, as amended, under Ontario's Environmental Protection Act, R.S.O. 1990, c. E. 19. A copy of the Excess Soils Management Strategy shall be submitted to the Agency within four (4) weeks prior to commencement of Geotechnical and Hydrogeological Investigation services (Section 6.9), including testing of the soils on site. This allows for modifications to the Geotechnical and Hydrogeological Investigation services program, if required.

6.10.1 **Excess Soil Management Strategy**

This strategy shall comply with applicable laws, applicable environmental acts, regulations and municipal by-laws for environmental requirements, as amended from time to time; including, but not limited to, the following:

- I. Ontario Regulation 406/19: On-Site and Excess Soil Management (the "Excess Soils Regulation"), including the Rules For Soil Management and Excess Soil Quality Standards (the "Soil Rules");
- II. Ontario regulation 153/04- Records of Site Condition- Part XV.1 of the Act;
- III. Regulation 347- General- Waste Management; and
- IV. Ontario Regulation 351/12- Registrations under Part II.2 of the Act- Waste Management Systems.

The Vendor shall provide the services of a Qualified Person (QP) to complete the additional scope as specified below. The Vendor QP shall have the qualifications as defined in Section 5 of O. Reg. 153/04, as amended. The Vendor QP shall have a minimum ten (10) years of work-related experience on soil management for projects of similar size, scope, and complexity to the Project.

In compliance with the Excess Soils Regulation and the Excess Soils Management Strategy for this project, the Vendor's QP is responsible to designate the excavated materials (soil and rock) as excess soil or waste per O.Reg. 406/19, as amended and waste regulations as amended (O.Reg. 347 and O.Reg. 351/12). The Vendor QP shall assess the use of interim sites (Class 1 and 2 soil management sites) for excess soil management, and shall identify if waste haulers shall be retained for soil movement.

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The Vendor shall provide documentation, tracking and registration scope in accordance with the Soil Rules and O.Reg. 406/19, as amended.

The Vendor's QP shall assess whether documentation, tracking and registration scope, in compliance with the legislation, is exempt from the regulation and provide written confirmation to the Agency if exemption is applicable.

Where documentation is required based on O.Reg. 406/19, as amended, the Vendor's QP shall retrieve, prepare or supervise the preparation of the following documents in accordance with the Soil Rules, and include, at minimum:

- Preparation of an Assessment of Past Uses (APU).
 - The O.Reg. 153/04 Phase One ESA that will be prepared (refer to Section 6.5 Environmental Site Assessment), can be used in lieu of an APU given that it meets the requirements set out in the Soil Rules, which includes meeting the requirement of O.Reg. 153/04 Sections 27, 28 and 29;
- Preparation and implementation of a Sampling and Analysis Plan (SAP)
 - The geotechnical and hydrogeological investigation (refer to Section 6.9 Detail Design Geotechnical and Hydrogeological and Environmental Explorations), workplan for that activity can be used to prepare the SAP and shall be updated to capture the environmental concerns identified in the Phase One ESA;
- Preparation of a Soil Characterization Report (SCR);
 - This will consist of an O.Reg. 153/04 Phase Two ESA (refer to Section 6.5 Environmental Site Assessment) and capture the O.Reg. 406/19 SCR requirements.
- Preparation of an Excess Soil Destination Assessment Report (ESDAR); and
 - Where required to export materials to outside sources, assist the Agency to locate such facility/facilities and complete the ESDAR for each potential receiving site in order to permit export of materials from the Agency's site. This is to

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complement the ESDARs that will be prepared by the Contractor during construction.

- Development and implementation of a tracking system as required by the legislation.
 - Agency requires that a digital data management system is used to store the environmental data collected from the investigation activities and from the construction activities.
- Registration on the MECP Environmental Site Registry (the "Registry").
 - If required, the Vendor's QP shall determine if Registry is required and provide written confirmation to the Agency within four (4) weeks prior to removing the Excess Soil the project area. If required, a notice is filed in the Registry setting out the requisite information as required in Schedule 1 of O. Reg. 406/19, as amended. If the Vendor becomes aware that the notice filed in the Registry, in respect of the project, is no longer complete or accurate, the Vendor shall notify the Agency and ensure that the notice is updated within 30 days after the day the Vendor becomes aware that the information is no longer complete or accurate.

6.11 Pre-Condition Assessment and Surveys

The Vendor shall retain the services of a pre-condition assessment specialist to analyze all existing structures (i.e. bridges, culverts, retaining walls, signage and all other features of interest) and provide pre-condition surveys used in the defence of construction claims damage allegations. Where structures are to be potentially impacted, the Vendor shall review the existing structure's condition and construction methodology to ensure their design addresses protection of the existing structure.

The Vendor shall prepare the required documentation, recommendations and develop the pre-condition survey reports and condition assessment report for each construction contract.

- The Agency will confirm the extent of the survey at project initiation and the Vendor shall assume a complete survey of all existing structures within 100m of the proposed construction area for the purposes of this proposal;

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- The condition assessment shall assess each structure for age, condition, risk and vulnerability to damage during construction;
- The condition assessment report shall recommend procedures for protection during construction and shall be submitted at the 50% design stage to ensure recommendations and considerations can be incorporated into the detailed design;
- Where required, the condition assessment shall provide recommendations for structure replacement and/or rehabilitation; and
- Where required, incorporate into the detailed design the requirement to protect the structures during construction.

6.12 Materials Testing and Specialist Environmental Monitoring During Design and Construction

The Vendor shall engage a materials testing and specialist environmental monitoring firm(s) for construction. The Vendor shall be responsible for overseeing all coordination, project management and contract administration of these services during construction.

The Vendor shall be responsible for determining the specialist disciplines required, including the effort and hours required for support of material testing component during construction. The effort and hours required by the Vendor for support must reflect the size and duration of this project.

The Materials Testing for the purposes of this project and all of its construction contracts will include all specialized testing that is required as per the final design and tender specifications of construction such as:

- Compaction testing;
- Concrete testing;
- Footing and foundation and other structural inspections;
- Asphalt testing;
- Vibration monitoring;
- Welding inspection;
- Settlement monitoring; and
- Any specialty environmental testing and inspections during construction.

The Vendor shall ensure compliance with internal and external agencies including but not limited to vibration and settlement monitoring (including the Agency's DRAFT Policy Directive on Managing Construction Vibration), pump flow rate monitoring for PTTW's, water quality reporting for compliance as required, noise and dust studies as required by the City of Brampton, completion of all reports and submittals as required, etc. The Vendor shall also design and include in the specifications detailed

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monitoring plans for any stress and strain related measurements of existing structures (buildings, bridges, culverts, retaining walls) along the proposed route that will potentially be impacted by construction.

6.13 Detailed Design Report

The Vendor shall complete a Design Report that shall include a discussion of the key design aspects, station operational constraints and design criteria established by the Vendor and accepted by the Agency.

The Vendor will establish a preferred capital upgrade strategy to cost effectively complete the necessary capital program. Through the Design Report, the Vendor shall identify key scheduling phases and recommend contracts to complete the assignment. After consultation with, and agreement by, the Agency, the Vendor will structure the Capital program to suit the final recommended implementation plan and design criteria. The detailed design will be expected to address all needs identified in the Design Report.

The Design Report shall include, but not be limited to, the following, as necessary relative to the upgrades proposed:

- A plan to minimize interruptions to the station during the construction of the station's upgrades developed in coordination with the Operations staff. The tender package must include suggested temporary pumping arrangement during construction that will be later finalized in detailed design;
- Topographical survey for the station property including:
 - Site and grading plans; and
 - New property or easement requirements including the Property Impact Plans.
- Soils investigation of the site to assist in the design of station's upgrades including the Geotechnical Report;
- Hydrogeological Report and construction-related issues related to anticipated limits of dewatering, settlement impacts to structures etc.;
- Dewatering discharge plans and locations of eductors and wellpoints;
- Evaluation of impact of additional pump on the existing infrastructure such as, but not necessarily limited to the following;
 - Velocities and pressures in discharge headers, forcemains and sanitary sewer;
 - Impacts to existing flow measurement devices and level control;
 - Impacts to existing power supply including standby power system; and

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- Impact to Process Control Narrative and the Instrument Control Panel (ICP).
- Design report should include discussions on the feasibility of the intended detail design parameters including, but not necessarily limited to the following;
 - Infrastructure upgrades;
 - Upgrades to process piping;
 - Upgrades to existing control system, local control panels, instrument control panel, Motor Control Centres and logic in the Programmable Logic Controller (PLC);
 - Upgrades to existing site instrumentation and ancillary items that are found to be not compliant to PAIDS and Wastewater Pumping Station Design Standards;
 - Upgrades to existing power and standby power systems, if required;
 - Modification and or upgrade of existing station switchgear, if required;
 - Modification of existing valves;
 - Additional Flow Storage;
 - Replacement of existing odour control system; and
 - Any other process, civil, structural, mechanical, electrical, instrumentation and control requirements, as required.
- Utilities requirements;
- Hydraulic Transient Analysis for the station including the existing and proposed forcemains;
- Constructability of proposed works;
- Construction impacts and mitigation measures;
- Environmental protection considerations during construction;
 - Erosion and sediment control; and
 - Construction mitigation measures, e.g. associated impacts on watercourses, drawdown of groundwater table, public concerns or opinions, etc.
- Abatement and disposal of contaminated materials as required and in accordance with the terms of this document;
- Spills prevention and contingency plan;
- Stormwater management plan for any amendments to the site;
 - Co-ordinate all aspects to control negative impacts to the local environment during construction, including siltation and stormwater management. Ensure site specific environmental protection measures are incorporated into the detailed designs as required; and

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- Stormwater management, stormwater flows are as per the local municipalities/Agency's stormwater management requirements and established MECP Best Management Practices for stormwater management. Co-ordinate with external agencies as required. (MECP/TRCA/City of Brampton/City of Mississauga/Town of Caledon).
- Detailed design and construction schedule;
- Finalize a detailed design cost estimate prior to the development of detailed design drawings such that the Agency can address any potential budgeting shortfalls well in advance of construction tenders;
- Documentation for all regulatory approvals relating to a project;
- Hazmat Report for the station; and
- Air quality and noise modelling and associated reports, if requested by the Agency. Payment for this modelling and reports will be as per Provisional Items (Region of Peel Project Design and Technical Specifications Manual Online Bidding System forms)

The Vendor shall prepare and submit a draft Design Report for review by the Agency's Project Manager and Operations Staff taking into consideration aspects of the detailed design. Design Report should be submitted at the 50% design stage. Allow a minimum of three (3) weeks for comments to be received by the Agency. The Vendor shall incorporate the Agency's comments and all changes made during the tender phase into the final Design Report.

6.14 Detailed Design

The Detailed Design services shall be in accordance with the Agreement for Professional Consulting Services (Appendix 7.4 Agreement for Professional Consulting Services).

The Vendor is expected to manage the design process and coordinate with its sub-consultants to ensure timely completion. It will be the responsibility of the Vendor to make sure the overall project is technically sound, will perform as intended and meets the Agency's requirements and expectations. The Vendor shall develop a management strategy (Project Management Plan) at the outset of the project to address planning, execution and control of all design and approval activities.

The Vendor shall attend meetings with the Agency's Capital and Operations staff as necessary to coordinate the design. The Vendor shall allow one meeting per month (minimum) above and beyond the required meetings outlined in other sections. The Agency will be closely involved in the design process to help ensure that project objectives are met.

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The detailed design shall include but not be limited to the following, as necessary:

- Structural design for modifications to any structure of the existing facility due to any and all related aspects of the pumping station upgrades. Where the proposed design may have an effect on any adjacent existing structure, the vendor will carry out a structural analysis of the existing structure. This analysis will be used in design considerations within the project;
- Architectural/structural design of the new grinder building and site landscaping ensuring positive site drainage;
- All supporting mechanical and HVAC systems;
- Pump selection – Develop system curves and select appropriate number of pumps to achieve the required station's capacity;
- Electrical upgrades to support modifications of the pumping station. Vendors are to include costs for the required removal and replacement of the existing station electrical equipment;
- Gas detection equipment and warning lights:
 - Review the existing equipment, its wiring and operations, and recommend repairs, if required; and
 - Wastewater Collection Gas Detection Review Study Report prepared by RVA, dated July 21, 2020 will be available to the successful Vendor for consideration.
- Instrumentation and Control – all aspects to support the expanded station including the Motor Control Centre (MCC) and local panel upgrades. Design all instrumentation and controls aspects of the facility that are found not to be compliant to PAIDS and the Wastewater Pumping Station Design Standards;
- Constructability – review the constructability of the proposed works;
- Staging – Construction staging design to maintain facilities in operation during the construction of the expansion;
- Environmental – coordinate all aspects to control negative impacts to the local environment during construction including siltation, storm water management and Landscaping;
- Prepare drawings and specifications for works in accordance with the design report and technical memoranda approved by the Agency's Project Manager. Submit for review and comment at the 30 per cent, 50 per cent, 90 per cent and 100 per cent levels of completion. The Vendor shall prepare and include comment tracking logs complete with responses to Agency's comments on the previous submission. The drawings shall include the following:
 - Site plan and General arrangement plans;
 - Landscaping plans;

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- Sediment and Erosion Control plans;
 - Architectural/Structural drawings showing all modifications to existing structures/facilities and for the new grinder building;
 - Mechanical drawings showing integration of proposed improvements/upgrades to be undertaken within existing facilities. Show all proposed removals, modifications and abandonments. Mechanical drawings for the new grinder building;
 - Electrical drawings including single line diagrams, power and control drawings and facility layout drawings showing location of new electrical equipment and any modifications to the existing equipment that may be required; and
 - Update SCADA documentation to suit: Process Control Narratives, Process and Instrumentation Diagrams, Float Control Diagrams, Level Transmitter and Float Elevation Diagrams, Network Diagrams, and Site Location Diagrams, which show process instrumentation, and Access Control System component locations. Refer to PAIDS for a complete listing of drawings and time of submission breakdown.
- Develop detailed commissioning plan and contract submission requirements for the SCADA system based on PAIDS content for inclusion in the tender documents. The intent is to outline all of the steps for the contractor to complete the SCADA system scope, per PAIDS requirements, in conjunction with the overall commissioning schedule;
 - The Vendor will act as the SCADA Consultant and will be responsible for all activities and activities during design. The Agency will act as the SCADA Programmer and will be responsible for the PLC and HMI programming only.
- Develop a detailed transition plan during design to capture all networking and instrumentation and controls components related to the upgrade works, staged logically to reduce downtime and interruption to the facility. Identify all hardwired, communication and software interlocks that may impact other devices or systems during transition;
- Review control schematic for the existing equipment and prepare control schematic including the new equipment installed under this project for Agency's review;
- The proposed equipment replacement activities in the stations will result in interruptions in the facility operations. The selected Vendors are to coordinate with Agency's Project Manager and

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- Operations staff to develop a plan to minimize interruption and mitigate impacts. The selected Vendors will also be required to develop contingency plans for construction activities which affect operation of the pumping stations;
- Provide construction cost estimates in conjunction with each interim submission and immediately prior to tendering. Review with the Project Manager, the Agency's associated budget and work with the Project Manager to accommodate the requirements of the project to the available budget. The pre-tender estimate shall be accurate within ± 10 per cent. 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. Following the issuance of all required addenda for the individual capital project tenders, the vendor will supply a revised and updated Final Cost Estimate prior to the tender closing;
 - The Vendor shall develop a preliminary schedule for construction. Upon award of the construction contract, the detailed project schedule will be required from the Contractor within two weeks of the award and the Vendor will monitor the Contractor's progress closely for variances to this schedule and notify the Agency's representative immediately, if any variance occurs. Requests for revised schedules are to be presented to the Agency for approval in accordance with the executed CCDC2 Contract;
 - Prepare contract documents for tendering. The Agency will provide electronic files of a complete set of its General Conditions, Supplementary General Conditions and Special Provisions; and other documentation that are to be incorporated, as necessary, into the contract documents. The Vendor will be fully responsible for development of Special Provisions, technical specifications, Online Bidding System forms, design drawings and appendices, and any other content required to tender the construction contracts;
 - The Vendor to develop and produce four copies of an Operations manual for all work associated with the plant. Vendor is to update and revise the existing Operations manual to reflect any revisions and/or modifications made to the existing facility during the capital project. Additional details on the requirements for the Operations manual can be found in the Project Design and Technical Specifications manual;
 - Updates to the Agency's station Process Flow Diagrams (PFD). Amend and submit for approval station PFD's to reflect the upgrade;
 - The Vendor shall coordinate with the Contractor(s) involved with the production of an Equipment and Maintenance Manual for all

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equipment, instrumentation, and control systems installed under the project. Additional information on the requirements for the Equipment and Maintenance manual can be found in the Project Design and Technical Specifications manual. Include all warranty and contact information for equipment and service contact information where applicable; and

- The Vendor shall update existing station Equipment and Maintenance Manuals for all updated equipment. Include updates for standard modes of operations in all alternative station operational configurations. Include suppliers' submissions and shop drawings for all equipment installed and operational at this facility, existing and new. Include all warranty and contact information for equipment and service contact information. Include one set of contract drawings in 11"x17" format.

6.15 **Additional Key Design Requirements**

- Finalize property and easement requirements, including preparation of drawings showing the calculation of areas;
- Hire a specialist consultant to undertake a Designated Substances and Asbestos Survey and prepare a report (the Report) in accordance with the requirements of the latest *Occupational Health and Safety Act (OHSA) and Regulations*. The report shall be in full compliance with the requirements of Section 10 of *O. Regulation 278/05*. The Report must include recommendations regarding remediation. The Report will be included in the tender package for the project. As a design consultant, the Vendor will be required to confirm, in writing, that the scope of work matches the designated substances and asbestos survey conducted. The 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; and
- Hire a specialist consultant to undertake Pre-Start Health & Safety Review in accordance with the Section 7 of the *O. Regulation 851 (RRO 1990) – Occupational Health and Safety Act*, as amended to *O. Reg. 488/01*.

Vendor will not be permitted to transfer any aspect of design responsibility to third party vendors or Contractors under any tender package. Vendor who transfers such responsibility without the consent of the Agency agree to take responsibility for any and/or all costs resulting from extra charges to the Agency related to the design transfer.

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6.16 **Supervisory Control and Data Acquisition Programming (SCADA)**

Development and implementation of Region of Peel control systems, communications, instrumentation, automation, and software for process applications will be in accordance with PIPM.

IFC SCADA documentation is in SCADA As Builts.

The scope of work will be a combination of new instrumentation and monitoring points to comply with the SPS Design Standards and points that must be rewired due to equipment replacement.

6.17 **Permit to Take Water (PTTW) Application**

Where required, the Vendor shall supplement the information to justify and apply for the Permit to Take Water or any other permit applications required for the works, as well as constructability matters and as per the requirements of detailed design.

6.18 **Property Acquisition Plans**

The Vendor shall review the scope of work and assess all property requirements, including temporary and permanent easements as needed, and provide a complete list of property requirements related to the detailed design to the Agency's staff. The Vendor shall also provide support and recommendations to the Agency's Real Estate staff regarding the acquisition of the properties or easements required for the proposed works.

The Vendor shall be responsible for providing all property impact plans, mapping plans and sketches, except for draft R-Plans, which the Agency will prepare. The Vendor shall be responsible for accurately delineating and designating all property required on a fee simple, permanent easement, temporary easement, permission to enter, etc. basis, complete with dimensions and grading requirements, in accordance with Agency's requirements. Drawings must show all structures, driveways, signs, landscaping and other features or improvements. The Vendor shall be responsible for ensuring that all property-taking requirements of the design are validated and accounted for in all property impact plans and property acquisition drawings. All drawings shall be prepared to the Agency's current CAD Standards. Private property shall not be entered onto by Agency or Vendor staff, consultants and/or contractors without the Agency's Real Estate Department obtaining the necessary legal documentation from the property owner.

6.19 **Tree Preservation/Replacement Plan and Inventory**

The Vendor shall review the EA and PDR to establish all requirements related to tree and/or vegetation preservation and replacement. The Vendor shall provide recommendations to the Agency in the form of a

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“Tree Preservation/Replacement Plan and Inventory” TM including impacted locations, requirements and recommendations coming out of the EA and PDR, affected stakeholders and regulatory/approval agencies, proposed mitigation and replacement strategies in accordance with Agency and City standards, compensation planting strategies and incorporate these requirements into the detailed design.

The Vendor shall be required to carry and utilize the services of an International Society of Arboriculture (ISA) certified arborist and Ontario Association Landscape Architect (OALA) Landscape Architect to conduct field investigations, analysis and prepare a tree preservation/replacement plan and complete a tree inventory for individual trees and vegetation to be impacted as well as the detailed design engineering landscaping plans for the project area in support of detailed design and construction, as necessary.

6.20 **Capital Phasing and Implementation Plan**

The Vendor shall prepare a Capital Phasing and Implementation Plan in accordance with PIPM.

6.21 **Permits and Approvals**

The Vendor shall ensure that all elements of the project comply with all applicable Codes and Regulations. The Vendor shall seek and apply for all required permits, approvals and certificates on behalf of the Agency from the following agencies (where applicable). Where additional permits are identified by the Vendor or Agency, these shall be considered to be included in the scope of work.

The following permits and approvals may be required for this assignment:

- Ministry of Environment, Conservation and Parks;
 - Environmental Compliance Approval;
 - Limited Operational Flexibility (LOF) *Notice of Modification*;
 - Ministry of Natural Resource (MNR) – Full compliance with the endangered species acts and in accordance to the EA and meet MNR regulations;
 - Registration of Equipment, if required; and
 - Permit to Take Water/EASR registration, if required.
- Ministry of Labour;
- Toronto Region Conservation Authority (TRCA);
- Credit Valley Conservation (CVC);
- Department of Fisheries and Oceans (DFO);
- City of Brampton, City of Mississauga, Town of Caledon;
 - Site Plan Approval;

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- Building Permit;
 - Minor Variance, if required;
 - Road Occupancy Permit, if required;
 - Haul Routes;
 - Stormwater Management; and
 - Noise By Law compliance.
- Technical Standard and Safety Authority (TSSA) (where applicable); and
- Electrical Safety Authority (ESA).

The Vendor shall amalgamate relevant information for the project and site into a “Permits and Approvals Requirements” technical memorandum (TM) to be submitted to the Agency within two weeks of notification of project award. The purpose of this TM is to capture all permit and approval requirements in the early phases of detailed design to enable the Vendor and Agency to consult with stakeholder agencies and initiate permit/approval processes as soon as possible. Included in the TM will be a master permits/approvals summary spreadsheet listing all agencies and required permits/approvals. This spreadsheet shall be updated and submitted with each of the detailed design submissions.

The Vendor shall review all environmental background information for this project including that which exists within the existing records of the City of Mississauga/City of Brampton/Town of Caledon, the Toronto Region Conservation Authority (TRCA), the Agency, the Ministry of the Environment, Conservation and Parks (MECP) and the Ministry of Natural Resources (MNR) and other agencies listed in the TOR, and amalgamate relevant information for the site into the project report.

The Vendor shall undertake a detailed review of the requirements to secure all approvals, including those noted herein. Where required based on design expectations, the Vendor shall also suitably note requirements for application for minor variances or other processes where designs deviate from the requirements of the regulatory body.

All application/approval administrative fees will be borne by the Agency. All required approvals must be applied for and obtained prior to or on completion of detailed design. The Agency will not accept requests for additional funding for securing of approvals from regulatory bodies.

The Vendor shall prepare documentation for obtaining all required approvals and submit formal applications for approvals on behalf of the Agency. The Vendor shall, on behalf of the Agency, issue all application

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fees in order to expedite the approval process. The Agency will reimburse the Vendor for all fees submitted on behalf of the Agency outside of purchase orders for engineering services. The Vendor shall design and include in the Contract Documents and Specifications detailed monitoring plans as required for any permits and approvals regarding measurements, readings and reporting during construction.

Where additional costs are required to renew or extend permits due to permit expiry prior to all permitted work being completed, and where the additional fees could have been avoided by renewing or extending permits prior to their expiry, the Vendor will be required to pay all costs including permit fee and engineering costs associated with the permit extension.

Note:

The Vendor is advised that additional fees for completion of the approvals will not be paid regardless of the complexity and arduous requirements of the process. The Vendor will also be required to obtain all approvals prior to tendering and will not be permitted to transfer responsibility for any of the above approvals to general contractors, suppliers or other third parties to the general construction phase of the project. The Vendor is wholly responsible for the acquisition of all permits and approvals. Such timelines required for securing of all permits and approvals shall satisfy the project requirements and be well documented in the Vendor's baseline schedule to be submitted to the Agency during Project Initiation.

The Vendor shall not download responsibility of obtaining permits to Contractors via capital Contracts without express written consent of the Agency.

6.22 Quality Assurance and Quality Control

The quality assurance and quality control services is to be provided in accordance with PIPM.

6.23 Tendering Services

Tendering services is to be provided in accordance with PIPM.

6.24 Pregualification Document for Contractors (Provisional)

The prequalification process is to be administered in accordance with PIPM.

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7. **PHASE II (CONSTRUCTION AND POST-CONSTRUCTION)**

7.1 **General Requirements**

The Vendor shall provide qualified personnel for field review/inspection and Contract administration. Field personnel must be on site full time during periods of significant construction activity.

Services shall be carried out in accordance with Appendix 7.4 Agreement for Professional Consulting Services.

The Vendor is required to assume, that full time inspection and coordination with operational staff will be required during construction. The Vendor must include one (1) part-time Contract Administrator, and one (1) full-time Inspector for the project.

Personnel during the construction period is outlined in the sections below. As the hours for Commissioning, Deficiency Resolution, Maintenance periods are the same for the assignment, descriptions of each are outlined further in this document.

7.2 **Construction Staffing Per Assignment**

***NOTE:** The minimum hours noted in the tables below **DO NOT INCLUDE** additional hours required for office-based administrative or technical support of the construction, commissioning, deficiency period and maintenance period process related to the project. Additional hours for administrative and technical purposes must be stated by the Bidder and included in the costs as per the applicable items in the pricing tables provided in Bids and Tenders. These additional office-based support services during construction include, but are not limited to internal design support, tunnel specialist support, submittal reviews, etc. Bidders shall clearly identify all additional office-based administrative and technical support staff required across all contracts.

A minimum period of twenty-four (24) months shall be assumed to be required for Construction Administration and inspection services for construction tenders.

The Contract administration staff will be required to be part time, (4) four hrs/day and five (5) days/week, operating exclusively in an office setting. The site inspection staff will be required to be full time, ten (10) hrs/day and five (5) days/week.

Depending on the schedule outlined in the capital phasing, there may be some overlap of tenders. Where such overlap occurs, distinct services shall be provided. At the discretion of the Agency, combined site inspection services may be employed; however, credit for such will be expected by the Agency. Night, weekend or overtime Work will be

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required as part of the assignment and the Vendor shall ensure they have adequate coverage as required.

Contract Administration Services – One (1) staff per contract			
	Description	Total Weeks	Total Hours
Construction	4 hours per day, 5 days per week	104	2080
Provisional Services for Extended or Off-Time Work	4 hours per day, 5 days per week (incl. 50% premium/overtime)	5	150
Testing and Commissioning	8 hours per day, 5 days per week	5	200
Deficiency Resolution	8 hours per week	8	64
Maintenance Period	1 hour per week	104	104
Total			2598
Inspection Services - One (1) staff per contract			
	Description	Total Weeks	Total Hours
Construction	10 hours per day, 5 days per week	104	5200
Provisional Services for Extended or Off-Time Work	10 hours per day, 5 days per week (incl. 50% premium/overtime)	10	750
Testing and Commissioning	10 hours per day, 5 days per week	5	250
Deficiency Resolution	8 hours per week	8	64
Maintenance Period	1 hour per week	104	104
Total			6368

7.3 Commissioning

During commissioning of the Works, both Contract administration and site inspection staff will be required full-time for five (5) weeks (eight hours per day for Contract Administration and ten hours per day for inspection). It is expected by the Agency that the testing and commissioning process will require considerable effort and time to be carried out and it is expected that the Vendor adequately prices this requirement. Night, weekend or overtime Work will be required as part of the assignment and the Vendor shall ensure they have adequate coverage as required. During commissioning of the equipment, the Vendor is to assume that additional

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sub-consultants (i.e. SCADA/electrical) will be required to attend the commissioning periods, as required.

The Vendor will act as the SCADA Consultant and will be responsible for

- all activities during testing and commissioning including preparing test documentation;
- managing, witnessing and confirming the contractor test activities; and
- coordinating all stakeholders and leading all stages of testing and commissioning.

The Agency will act as the SCADA Programmer and will be responsible for the PLC and HMI programming only, including integration of the programs into the SCADA system.

Further develop the transition plan that was developed during design to capture any additional details required to provide a complete comprehensive transition plan. Incorporate all contractor steps and input into the transition plan.

7.4 **Deficiency Resolution**

Both Contract administration and site inspection staff must additionally be assumed to be required for the construction project for a minimum full-time period of eight (8) weeks beyond the above-mentioned full-time period for construction and contract close out. Bidders are to assume that total fulltime services are for a maximum of eight (8) hours per week.

7.5 **Maintenance Period**

Part time staffing as required by the Contract administration and inspection will be required for administration of the maintenance period for TWO (2) years beyond the substantial completion date of the construction contracts. Bidders are to assume that total part time services are for a maximum of one (1) hour per week. Bidders should outline in their proposal any additional allowances they have made for dealing with any issues that arise during the maintenance period.

7.6 **On-Site and Excess Soil Management during Construction**

The following shall be completed during Construction in relation to the excess soil management:

Contract Administration:

- The Vendor shall oversee all the soil management activities by the Contractor as part of the contract administration for this project. All activities related to soil management at a project area shall be overseen by the Vendor, in a manner that ensures compliance

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with O.Reg. 406/19, as amended and prevents adverse effects within the meaning of the EPA or impairment of water quality within the meaning of the OWRA. The Vendor shall verify that the Contractor complies with all the requirements of O.Reg. 406/19, as amended. The Vendor shall engage a Vendor QP to assist with this oversight and to review and approve the Contractor's submittals and activities related to the requirements of O.Reg. 406/19, as amended;

- The Vendor shall update the Assessment of Past Uses (APU) prepared during design, if site conditions during construction differ considerably than what was previously recorded in the APU;
- The Vendor and the Contractor shall obtain and provide the Agency the written consent from the operator of the reuse site at which the excess soil will be deposited, except if the agency or operator of the reuse site is the Agency for the project from which the excess soil was delivered;
- The Vendor, and with the assistance of the Vendor QP, shall conduct compliance checks and audits during construction to confirm the Contractor is implementing the Excess Soil Management Plan. The Contractor shall engage a QP to prepare the Contractor Excess Soil Management Plan, which will include at a minimum:
 - Proposed means and methods of stockpiling, handling, loading, transporting and disposal of excess soil;
 - Rationale and procedures for the collection of additional chemical analysis for the excess soil (prior to or during construction) to determine if the materials meet the applicable O.Reg. 406/19 Excess Soil Quality Standards (ESQS) applicable to the proposed reuse site(s);
 - Procedures for the monitoring and recording actual volumes during excavation activities and comparing them with theoretical excavation volumes;
 - Provision of a site plan indicating the location of excess soil excavation areas and stockpiles at the project site;
 - Provision of a traffic management plan including a site plan layout showing the location and configuration of site entrances, truck queuing and parking location, dust control and mud-tracking prevention measures, proposed haul routes from project site to selected offsite reuse site or disposal sites;
 - Procedures for electronic data management, including any field data, sampling data and analytical data collected during construction, and the associated document control or retention procedures;
 - Provision of a list of potential reuse sites, temporary sites

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or disposal sites including the provision of the ESDAR for each site;

- Provision of a list of proposed trucking firms to be utilized including a description of trucks (type and size); and
- Implementation of the soil tracking system.

Tracking System:

- The Vendor shall develop a tracking system, in accordance with the requirement of O.Reg. 406/19 and the Soil Rules, to track each load of Excess Soil during its transportation and deposit at a Reuse Site, Class 1 soil management site, local waste transfer facility, landfilling site or dump, and any transportation to and from a Class 2 soil management site. If any part of the project is exempt from any part of the classification and tracking requirements under the legislation, the Vendor QP shall determine such an exemption and provide written confirmation to the Agency of this exemption, within four (4) weeks, prior to removing the excess soil from the project area.

Documentation:

- The Vendor shall retain every document and record created or acquired for excess soil management for a period of at least seven (7) years after the date that the document or record is created or acquired. In addition, the Vendor shall provide the Agency with a copy of these documents. The Vendor shall provide the Agency the hauling records of the excess soil that was loaded for transportation as a part of the project. The Vendor shall provide the Agency any contracts relating to the management of excess soil from the project area, including the transporting of excess soil from the project area;
- If the Vendor has subcontracted the role of the Vendor QP, the Vendor's QP shall retain any document or record prepared by the Vendor's QP or prepared under the oversight of the Vendor's QP under O.Reg. 406/19, as amended for a period of at least seven (7) years after the date that the document or record was prepared. The Vendor's QP, or the offices of the firm, corporation or partnership at which the Vendor's QP is employed at the time when the document or record was prepared, shall make commercially reasonable efforts to ensure that a copy of any excess soil document or record prepared under O.Reg. 406/19, as amended, is stored for the period of seven (7) years; and
- The Vendor shall, upon Agency request, make available to the Agency any excess soil management documents or records prepared by the Vendor or prepared under the oversight of the Vendor QP.

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7.7 **Services During Construction**

The Contract Administration services shall be in accordance with the "Guideline for Professional Engineering Providing Engineering Services to Municipalities, 1986 Phase 4 and 5" and in accordance with the MEA/CEO Client/Vendor Agreement for Municipal Works as stipulated in Schedule "D" and shall **include but not be limited to the following tasks:**

7.7.1 **General**

The following is a summary of general services to be provided by the Vendor:

- Provide a comprehensive Contract administration service, which will include but is not limited to, preparation of monthly construction progress reports, contract change orders, preparation of minutes and distribution of minutes within five days of meeting event, request for information responses, inspection of Works, submission review, comments, review and approval of proposed design changes proposed by the Agency and/or by the general contractor during construction. Field personnel must be on site at all times during the construction period of this project;
- Provide comprehensive inspection services including performing or coordinating all specialist monitoring and materials testing as required by the project;
- Schedule analysis shall be conducted on the contractor's biweekly schedule submission with a summary report provided Monthly to both the Agency project manager and the contractor. The summary report shall identify all items that have slipped schedule on both critical path and non-critical path:
 - The Vendor shall ensure the project schedule is submitted by the contractor in accordance with the terms and conditions of the contract specifications. The Vendor shall review the submitted schedule in detail and shall provide comments to the contractor within one week of receiving the schedule. All subsequent schedules shall also be reviewed, and comments provided until an acceptable baseline schedule is received.
- Provide monthly EV management reports with each and every payment certificate during construction including the maintenance period. These reports will be issued to the

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- Agency in excel format. The specific format of the reports will be submitted to the Agency prior to tender;
- Provide tri-annual cash flow estimations for the construction period to the agency one month prior to the Agency triannual reporting cycles. The cash flow estimations will be based upon the contractors' schedule of Works and shall include:
 - Monthly totals for the pending four (4) month reporting cycle;
 - Totals for each four (4) month cycle to the point of project completion including the maintenance cycle;
 - Inclusion of the statutory lien hold back issuance;
 - Inclusion of the maintenance holdback retaining period of payments and ultimate release;
 - Prediction and collaborations with the contractor for any substantial material pre-payments; and
 - Include within the monthly summary report a justification section for any deviations of the predicted cash flows greater than 10% of the total estimate for each month.
 - Provide a breakdown of anticipated duration of the construction and the means by which site inspection and Contract administration costs are based prior to the time of tender in collaboration with the requirements for specialized inspection and material testing. The Vendor's direct costs will be provided per specific item of construction or duration of event so that the agency has sufficient information to conduct Earned Value Management (EVM) for the Vendor's Work. Provide a time task matrix of the personnel assigned to the administration of the project. After acceptance by the Agency provide the EVM system consolidating all hours for the construction phase to each month for the duration of the construction project. This information will then be put into the Agency's EVM reporting system;
 - Produce a complete set of RECORD drawings (as per the requirements identified in Regional Data Sets Appendix 7.3 Public Works Linear CAD Submission Requirements, Capital Works, June 2015) as per the Agency's standards. Record drawings to be delivered to the Agency no later than 60 days after "Substantial Completion" of the proposed Works. For additional requirements for record drawings, please refer to the PIPM. The Vendor will not be permitted to invoice for services under the line item in the

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Pricing table for record drawings until the submission has been received and approval by the Agency (including the Agency's CAD department) of the record drawing submissions;

- The fixed fees (i.e. those included in Phase II of the Vendors' Pricing Tables) for Contract administration and inspection shall be considered an upset limit. If, for example, construction will be completed in ten (10) months as opposed to twelve (12) months, the Vendor will only be paid for the contract administration/inspection services provided during that ten (10) month period;
- Where the Agency has produced templates for certain items, the Vendor will be expected to utilize the Agency's standard templates (change order, engineering scope change form, change order log). Agency templates for forms related to construction can be found in the Agencies PIPM in the appendices. Where the Vendor wishes to utilize individual Vendor forms rather than Agency templates, this must be approved by the Agency's project manager in advance;
- The Vendor will be responsible to manage and coordinate all Vendor and Agency staff and sub-consultants/subcontractors on the project(s). In addition, the Vendor shall be responsible for the coordination of all Agency supplied services (operations, maintenance, property services) required for the completion of the Work. This includes but is not limited to, making arrangements related to the delivery of the project, reporting to various parties on the status of the Work, or scheduling of Agency supplied services. The Vendor shall be responsible for the following construction related services prior to entering the construction phase of the project:
 - Value Engineering Change Proposals (VECP) – The Vendor shall review all value engineering change proposals submitted by the contractor. The Vendor shall review the proposals and advise the Agency's project manager on the technical and Agency's project manager will, upon consultation with the Vendor, indicate in writing the acceptability of any value engineering proposals from the contractor. Under no circumstances shall the Vendor allow revisions or deviations to the contract requirements without the written approval of the Agency's Project Manager. The Vendor shall note that the acceptance of a VECP does not alleviate

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the Vendor of responsibility for the review of any submissions by the contractor or a third party engineer retained by the contractor. The Vendor will be responsible for completing all inspection, monitoring and testing to ensure compliance with the VECP and any associated contract terms and conditions.

- Onsite Activities – The Vendor shall actively administer and inspect any Work completed by the Contractor prior to full mobilization onsite; Contractor Raised Issues – The Vendor will be expected to address any questions or issues related to the construction Work in a timely manner. This includes but is not limited to Requests for Information (RFI), Request for Quotations (RFQ)/Contemplated Change Orders (CCR) and any other contractor raised issues. The Vendor shall create tracking forms for all items related to the performance of the contract (RFI, RFQ, CO) and shall provide updated logs at all meetings for all parties to review. Carry out all on-site inspection, support and administration of the material testing and specialist environmental inspection and monitoring contract as required, surveying including the control point layout, as required by the contractor, measuring and verification of construction methods as required by the Contract Documents and as defined in the general conditions of the contract. All material testing and specific environmental and other inspection and monitoring shall be reviewed by the Vendor's engineering firm. The certified field inspectors must be on site at all times during the construction period of this project. Verification that construction Means and Methods meet the requirements of the Contract Documents. Where the Vendor determines that any Work being completed as part of the project does not meet the Contract requirements or Agency standards, the Vendor shall advise the Agency's project manager of the issue in writing as soon as it occurs and discuss possible options and outcomes with the Agency's instructions to the contractor to correct the noted deficiencies;
- The Vendor shall familiarize themselves with all conditions of all property agreements and shall monitor the Work to ensure that all conditions are adhered to by the contractor. The Vendor shall note all individual property agreement conditions on the permit tracking log for completeness;

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- Monitor and respond to all contractor initiated communication and requests for clarification and information;
- Communicate all test results to the Agency and contractor within four business days of taking of the sample. Physical testing of any aggregates shall be evaluated and the test results available within 15 days of the taking of the sample;
- The Vendor shall comply with all applicable codes and regulations, and shall ensure that all Work completed by the general contractor also adheres to all applicable codes and regulations. The Agency does not expect the Vendor to take responsibility for the contractors' Work, however it does expect the Vendor to understand applicable legislation and codes related to the Work and ensure the Work being completed adheres to the required regulations and codes;
- Submission of results of all correlation findings between quality control and quality assurance results, and pay factor calculations;
- Monitor the quality of the contractor's Work to ensure the contractor is discharging its obligations and responsibilities under the Contract;
- Notify the contractor of any deficiencies in the construction of the Work, instructing the contractor to take appropriate corrective measures, confirm and report the results of the corrective measures;
- Prepare and submit monthly summaries, identifying acceptability of all materials, course of action for any borderline materials or rejected materials. If requested, provide lot, monthly and year end summaries of all samples of material;
- Distribution of all documents, reports and test results to applicable Agency offices;
- Support the contractor in the development of all required Operations shutdowns (as and when required). Complete and submit all required Request for Shutdown forms (RFS) including contingency plans and impact assessments for each; and
- Attendance of the Vendor's project manager, Contract administrator and site inspector at all Contract meetings.

7.7.2 Training of Facility Operating Staff

The Vendor shall ensure that the tender provides for the training of Agency Operations staff on the operation and maintenance of equipment by the equipment vendor(s). The training shall be

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provided at the project site. The Vendor shall provide all training material in conducting the training session. **The Vendor shall ensure that the training is in conformance with the requirements of the tender documents, the Agency's Project Design and Technical Specifications Manual, and the PIPM Manual.**

7.7.3 **Pre-Construction Documentation**

The Vendor shall be responsible for taking pre-construction photos/videos of all features within the project limits. This includes but is not limited to all surface features, environmental features, structures including bridges and buildings, and underground features (MHs, valve chambers, hydro vaults, pull pits). All pre-construction photos/videos etc. should be taken at a time when snow or other obstructions do not cover the features in each photo. Where this is not possible the Vendor shall, as soon as conditions allow, take another set of pre-construction photos once snow or other obstructions are clear. For photos showing structures and other underground features, sufficient pictures should be taken to adequately ascertain the condition of all aspects of the structure/underground feature at a later date. (i.e. cleanliness, cover condition, condition of the underground feature itself, photos of anything inside the underground feature of interest).

Where degraded conditions are noted extensive photographs should be taken to adequately display the extent of current degradation. Scale features should be utilized (i.e. rulers) where possible. Structure cracking should be noted and notes taken for each photograph to properly describe preconstruction conditions.

The Vendor must use a camera capable of displaying a time/date stamp embedded within the actual photo for all photos related to this assignment.

The Vendor is to provide two USB's with a copy of all pre-construction photos to the Agency prior to construction beginning. Included on the CD/DVD/USB's shall be a spreadsheet listing the following information for each picture:

- Date of picture;
- Location of picture; and
- Description of picture/highlights any points of note.

Where existing conditions are considered potentially contentious (asphalt cracking/condition, sidewalk and curb damage), the

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Vendor will be responsible for coordinating an onsite meeting with the owner of the feature in question and the Agency to ensure pre-existing conditions are noted and agreed to by all parties.

7.7.4 Shop Drawings/Submittals Tracking

The Vendor shall review all shop drawings, working drawings, methodology statements submitted by the contractor and shall ensure compliance with the contract requirements. Where deviations with the specifications are noted the Vendor shall advise the Agency project manager of the deviations and ensure the Agency has no objections prior to approving the submission in question. Written approval for the deviation will be provided by the Agency's project manager. The Vendor shall respond to all submissions in accordance with the timelines provided in the contract documents. Under no circumstances shall the Vendor approve shop drawing submissions without a comprehensive review of all calculations, sizes, dimensions, or references. Any reference to supplemental materials shall be reviewed by the Vendor and the Vendor's sub-consultants prior to approval of the shop drawings.

Where the Contract or Agency standards (PDTSM, PIPM) require submission to other Agency departments the Vendor shall ensure the appropriate submissions and coordination is completed in accordance with these standards. Deviations are only allowed with the written consent of the Agency's project manager to any of these requirements.

Should the Agency incur additional costs due to the Vendor not responding to submittals in accordance with the capital contract requirements, the Agency reserves the right to recover these costs from the Vendor.

Under no circumstances shall the Vendor approve for use any alternative products where the Agency has an approved product listed on the Agency's approved products list.

The Vendor shall keep an ongoing shop drawing log for the life of the project. The submission log needs to identify the following as a minimum:

- Identify dates of submission, review and return;
- Identify the submission/name of submission;
- Review status; and
- Resubmissions are to be tracked as separate items.

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The Vendor shall bring copies of the updated submission log to all progress meetings for review by all parties involved in the administration of the project.

In addition to the shop drawing log, the Vendor shall prepare for the pre-construction meeting a submission log listing all required contractual submissions. This submission log is to be used by all parties to ensure all requirements of the contract are being adequately addressed. The submission log is to be updated and reviewed at each project meeting.

The Vendor shall track all contractor related submissions and ensure timely responses are provided to ensure the contractor is not delayed in their performance of the Work. Individual tracking forms (RFI, RFQ, CCO, CO, shop drawing log, etc.) shall be maintained by the Vendor for the duration of the project and shall be updated for all progress meetings. The Vendor shall also update and forward a current change order log with each progress payment application.

The Vendor shall complete additional forms as required or mandated by the PIPM or PDTSM and other requirements relevant to the project.

The requirements of this section apply to all phases of the project.

7.7.5 Vendor Budget and Staffing Plan

Prior to actual construction commencement the Vendor shall prepare and submit to the Agency's project manager in writing a detailed budget allocation plan. This plan shall include details on the following:

- Confirm remaining budget amounts at the time the budget allocation plan is submitted for all individual budget items and identify where existing budget amounts will not be sufficient;
- Expected staffing details (amount of dedicated personnel, estimated hours per day/week/month);
- Expected cash flow projections on a tri-annual basis for the project duration;
- Contact list of all Vendor personnel involved in the project including contact phone numbers and email addresses; and
- Finalized organization chart clarifying Vendor staff who will be assigned to the project. No personnel changes from the proposal shall be accepted without the express written consent of the Agency's project manager. Should the

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Vendor be required to propose alternative staffing, the Vendor shall submit in writing their request for the change in project personnel, outlining the reasons for the proposed change and identifying their proposed alternative candidate. Included with this correspondence shall be corporate resumes for the individuals being proposed as alternatives. The decision concerning the acceptability of the proposed staffing revision(s) lies solely with the Agency's project manager.

The Vendor shall re-confirm, following the submission of the contractor's schedule, that their proposed staffing complement is adequate to provide the services required by this Document, taking into account the contractors schedule and proposed means and methods. Where the Vendor feels their staffing is not adequate, they shall provide written notification to the Agency's project manager. The Vendor shall schedule a meeting to discuss their staffing concerns and shall provide suggested solutions to the budget shortfall issues. Following this meeting the Agency's project manager will advise the Vendor on the acceptability of additional costs and confirmation of Agency staffing supplementation.

7.7.6 Surveying Requirements

The Vendor shall provide the following surveying related service as a minimum:

- Provide two (2) control points (horizontal control points and vertical benchmarks) for use by the contractor for each individual contract. Control points must be within the project limits. Where independent contracts are included in an assignment, separate control points located within the contract limits for the individual contracts shall be supplied;
- Provide control point and benchmark information in accordance with the Agency's coordinate and adjustment standards;
- Vertical elevations should be reported relative to the Geodetic Survey of Canada (GSC) datum, 1978 Southern Ontario adjustment;
- Horizontal Standard is:
 - Projection space – 6 degree – Universal Transverse Mercator (UTM);
 - Zone- 17 – North;
 - Central Meridian – 81 degrees west; and
 - Geodetic Datum: North American Datum – 1983 Adjustment (NAD 83).

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- All necessary survey support to the inspectors and Contract administrators to provide all other services outlined in this Document and the Contract Documents;
- Verify line and grade for all tunnels immediately prior to beginning the tunnel drive. This check must be completed at the bottom of the mining shaft once the contractor has laid out their line and grade;
- Ensure that all other aspects of tunnel monitoring will be completed as part of the consulting assignment; and
- Verify initial contractor layout of all underground and structures to ensure the contractor's initial layout is accurate (prior to the contractor beginning Work).

7.7.7 **Verification of Line and Grade of All Work**

The Vendor's inspector shall independently verify (independently of the contractor's Quality Control) all critical vertical and horizontal portions of the Work. As a minimum independent verification of line and grade must occur for the following items:

- Storm and sanitary sewers;
- Line and grade verification at all MH;
- All Other underground utilities, including but not limited to:
 - Hydro duct banks;
 - Sanitary forcemains;
 - Water service locations; and
 - Communication and instrumentation conduits.
- Structures:
 - Line and grade for all foundation corners;
 - Line and grade for all critical elements of the structure in question for example top of pier elevations, top of deck elevations, bearing surfaces; and
 - Location and grades for all piles, caissons, rock anchors, shoring systems.
- Roads:
 - Verify elevation of all critical layers of the pavement structure for example, top of subgrade, top of granular sub-base, top of granular base, top of all asphalt layers.

The following is a list of standard equipment which will be acceptable to the Agency for verification and collection of as-constructed data;

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- Traditional survey instruments and equipment (automatic level, total station, laser level, theodolites); and
- Global Positioning System (GPS) equipment with an accuracy level required suitable for the Work being completed. In the case of underground services this shall not exceed 150mm (horizontal) and 50mm (vertical). For more critical elevations the Vendor shall select a data collection methodology that achieves accuracy in accordance with the importance of the feature being verified and recorded.

Prior to the Work beginning the Contract administrator shall review with the Agency's project manager their proposed approach to verifying line and grade and agree to the method of data collection related to the projects included under this assignment. Under no circumstances shall the Vendor be allowed to transfer the responsibility for this item to contractors via the Contract Documents.

7.7.8 Permit Monitoring

The Vendor shall, for the duration of the assignment, create and maintain a permit tracking log which shall include at a minimum:

- A list of all permits associated with the project;
- Any critical dates related to the permits, e.g. expiration dates;
- Important permit conditions; and
- Activation numbers or confirmation of activation of any permits that require this information.

7.7.9 Public Relations/Public Liaison

The Vendor is reminded that during the Work they shall act as the Agency representative onsite and all interactions shall be conducted in a manner which reflects the Agency's values and goals. The Vendor is expected to establish and maintain appropriate relationships with adjacent property owners, other Agency representatives, local politicians, local police and emergency services, community groups, residents, business owners.

The Vendor is to direct all media requests concerning the project to the Agency's project manager or the Agency's communications representative.

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All issues and complaints shall immediately be identified to the Agency's project manager and/or communications specialist as they arise in writing.

The Vendor shall ensure that a complaint tracking form is kept and maintained throughout the life of the project. As a minimum the tracking form must contain the following information:

- Date of complaint;
- Location of issue;
- Description of issue;
- Person initiating the complaint;
- Contact information for the complaint originator;
- Description on how the issue was resolved; and
- Date the issue was resolved and confirmation that the resolution was discussed with the originator of the complaint.

All issues are to be separately tracked. The Vendor shall review the updated list at all site meetings to ensure no issues go unresolved.

The Vendor shall ensure it fully understands the details and strategies of the communication plan developed during detailed design. The Vendor shall provide a specific Work plan associated with this requirement which is to be included in the appendices of the Vendor's proposal to ensure the Agency fully understands the Vendor's proposed approach.

The Vendor shall be responsible for delivering pre-construction, construction and post-construction notices related to the project, including comment cards to effected parties, including all residents and businesses within the project area. Vendor shall also adhere to the notification and communications templates as per the Agency's standards and as recommended by the Agency's communications specialist. The Vendor is to work directly with the specialist to establish wording for notices and obtain approvals prior to release and at no such time release any media to the public without Agency approval.

7.7.10 Environmental

The following is a summary of environmental services to be provided by the Vendor:

- Review, monitor and ensure compliance with contractor's environmental submissions as appropriate in the provisions of the Contract Documents;

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- Ensure compliance with the requirements of the Contract Documents;
- Ensure compliance with all permits and approvals acquired to support construction activities;
- Ensure compliance with the requirements of the Conservation Authorities if applicable;
- The Vendor shall ensure the environmental protection measures are acceptable and working as required. Any deficiencies shall be noted and corrected. A diary of the contractor's environmental protection measures shall be maintained. The Vendor shall ensure that the contractor shall not undertake construction activities, which require project specific environmental approvals, unless such approvals have been obtained by the contractor;
- Where deemed necessary by the Vendor to retain a specialist environmental engineering firm to address environmental issues on site during construction. The Vendor is permitted to utilize the material testing and specialist environmental inspection and monitoring specialist firm's for this requirement during construction; and
- The Vendor shall closely monitor all permits and ensure all Work occurs in strict accordance with all permit conditions. The Vendor shall, immediately upon discovery of a permit violation, inform the Agency project manager in writing of any permit condition violations.

7.7.11 Quality Assurance/Quality Control

Payment quantity requirements include the following:

- Verification of all quantity reports to support payment;
- Review and verify any Work performed on time and material basis; and
- Prepare and submit final estimate and "as-recorded" drawings.

No payment will be made in excess of the upset limit cost, unless it is for an additional task, not identified as part of the project, which has been completed with prior approval from the Agency

7.7.12 Payment Quantity

The Vendor shall provide comprehensive services relating to the measurement and recommendations for payment of all contract items.

The Vendor shall, at a minimum, perform the following:

- Verification of all quantity reports to support payment;

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- Review and verify any Work performed on time and material basis;
- Review and provide recommendations on the suitability of any contractor submitted quotes;
- Produce change orders including all back-up information. Arrange for change orders to be signed by all applicable parties and distribute copies to all parties as required;
- Maintain a change order log to be submitted with all payment certification applications. The change order log shall include:
 - Executed change orders;
 - Prepared change orders that have not been executed at the time the log is prepared; and
 - Any items which the CA/inspector is aware that the contractor considers being outside of the original scope and is planning on providing a quote/making a claim for. Included with these items is an estimated value from the CA to ensure all additional costs are represented by the change order log.
- Prepare and submit final estimate and “as-recorded” drawings.

7.7.13 Negotiation/Engineering Claims

Negotiating/Engineering claims requirements are as follows:

- Receive all claims, notice of intent to claim, disputes and questions relating to contractor performance, quality of the contractor’s Work and interpretation of the Contract Documents;
- Review options for resolution with Agency representative as required and implement preferred options;
- Investigate all requests for extra Work made by the contractor, review options for resolution (review with the Agency as required) and issue resulting instruction to the contractor;
- Prepare and process any change orders from the contractor for Agency approval; and
- Document and manage a change order log taking note of used portion of the contingency allowance and remaining balances in accordance with the requirements of the Agency PIPM.

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7.7.14 Contractor Liaison

The following is a summary of contractor liaison services to be provided by the Vendor:

- Issue all instructions to the contractor and provide day-to-day liaison;
- Provide interpretation of Contract Documents to contractor, communicating to the Agency on decisions to the contractor;
- Receive submissions from contractor (shop drawings, plans, proposals etc.) Review and comment prior to submission to the Agency as required;
- Maintain a log of all shop drawing submissions, dates, action items and “ball in court” state;
- Maintain a log of all RFI requests received from the contractor and their respective replies. Maintain dates of all correspondence;
- Maintain a log of all change orders processed including an assessment of available contract contingency funds utilized and remaining;
- Supply electronic and paper copies of all logs prior to regularly scheduled site meetings;
- Review, monitor and notify the Agency of problems regarding the contractor’s construction schedule;
- Receive, evaluate any contractor requests for extension of time and provide recommendations to the Agency;
- Provide preliminary evaluation and note comments regarding any change proposals submitted by the contractor; and
- Participate in joint inspection of the Work with the contractor and the Agency to establish substantial completion and/or date of completion of the Work.

7.7.15 Construction Contract Administration and Inspection

Record Documents shall be maintained throughout construction of the Contract and then delivered to the Agency upon completion of the project. Record Documents shall include, but not be limited to, the following: diaries, test result reports and summaries of the following information as applicable:

- Inspection records;
- Daily inspection reports shall be emailed to the Agency’s project manager summarizing all progress for that respective day. The daily report shall identify any deficiencies of Work and corrective action taken;
- All general and specialist inspection/monitoring reports;

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- Contract administration paperwork, including copies of all RFI's, RFQ's, CCO's, CO's, Site Instructions, logs, test reports, photos;
- Record of contractor-submitted Certificates of Conformance as required by the contract documents;
- Soils and granular material quality records;
- Concrete, concrete aggregates and structures quality records;
- All pertinent quality control records;
- Hot mix, hot mix aggregates and bituminous materials records;
- Grading records;
- Drilling records;
- Water Taking records (if/where applicable);
- Specialty Work quality records;
- New product quality records;
- Environmental quality assurance records;
- Pipe installation records including as per Agency standards. Installation records shall track all pipe joint installation including UTM coordinates of all joints, confirmation of testing where applicable, confirmation of joint grouting records;
- Miscellaneous items quality records;
- Monitoring/auditing records of the contractor's quality control plan;
- Company environmental compliance records complying with environmental statutes and regulations;
- Records documenting how property related commitments and construction concerns have been addressed;
- Record drawings illustrating constructed deviations from the original drawings;
- Preparation of monthly estimate reports, contract change orders, preparation of minutes, and inspection of Works;
- Include all warranty and contact information for equipment and service contact information. Include all preventative maintenance procedures required during the life of the coating systems including inspection requirements;
- At the time of substantial performance the Vendor shall perform a full inspection of the Work performed under the contract(s) with the Agency's project manager and other staff as indicated by the Agency's project manager. The Vendor shall develop and maintain a detailed deficiency list. At the time of substantial performance the Vendor shall, in consultation with the Agency's project manager, assign

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values to all deficiency items and ensure that a deficiency holdback is maintained until the resolution of all deficiency items. The Vendor shall track all maintenance and deficiency items and ensure their timely resolution with the contractor. Where required follow up with the contractor and the Agency to book inspections for deficiency and maintenance item resolution;

- At the time of the completion certificate the Vendor shall re-inspect all Work with the Agency's project manager to ensure there are no maintenance issues that have not been addressed, that there are no new deficiency items not previously noted and to ensure that the Work completed by the contractor(s) is still in good repair. A list with values shall be produced, and the Vendor shall ensure a suitable holdback is maintained until the correction of the noted maintenance or deficiency items; and
- Produce a complete set of as-recorded drawings as per the Agency's standards. As-recorded drawings to be delivered to the Agency no later than 60 days after "Substantial Completion" of the proposed Works.

7.7.16 Project Liaison

Establish and maintain appropriate relationships with adjacent property owners, other Agency representatives, local politicians, local police, fire and emergency services etc. in accordance with the established communication plan.

7.7.17 Occupational Health and Safety Plan (OHSA)

In accordance with PIPM and OHSA The Vendor shall be responsible for meeting all applicable "employer" obligations under the OHSA and shall ensure that the construction administration (provisional) services are carried out in accordance with the OHSA and its regulations. This includes but is not limited to, the duties to: provide a safe workplace; provide information and educate the workers on workplace hazards; appoint a competent supervisor; prepare and provide a health and safety policy, implement a comprehensive health and safety program to support the policy and take every reasonable precaution to protect the health and safety of workers. On-site Vendor staff must be knowledgeable of the governing safety regulations including, but not limited to construction regulations, regulation respecting asbestos and designated substances on construction projects, WHMIS, *Workplace Safety & Insurance Act*, *Transportation of Dangerous Goods Act*, *Technical Standards & Safety Act* and the *Highway Traffic Act*. On-site Vendor staff must possess written proof of

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competency such as appropriate training and experience in health and safety related activities applicable to the project (i.e. confined space entry, tunnel rescue, fall arrest, first aid and CPR, WHMIS, asbestos awareness, trenching and shoring safety training documentation, and any other appropriate certificate required to perform inspection Work). Prior to initiating any Work onsite, the Vendor must submit a letter on a company letterhead, identifying that all personnel engaged in the assignment have had appropriate health and safety trainings. The letter must be signed and signed by personnel who have the authority to bind the corporation.

The Vendor will be 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 (CSE's) 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.

A standard entry permit must be completed by the Vendor before any CSE's take place. Agency's staff will be available to allow access only.

7.7.18 Staffing

The Vendor shall be responsible for ensuring that its staffing complement is adequate to complete the milestone tasks by the Vendor's respective proposed dates, as submitted in the project schedule in the proposal.

The Vendor shall outline the proposed staffing complement for the duration of the construction administration and inspection services, including office and field staff.

7.7.19 Geotechnical/Independent Testing and Monitoring Requirements

The Vendor shall be responsible to retain, coordinate and manage the services of a qualified Materials Testing company to undertake material testing and inspection services during construction.

The scope of services for material testing shall include the following:

- Specialist inspections if required by the specifics of the project but not otherwise noted in this document, for example welding inspection, coatings inspection, footing and foundation inspections, pile and caisson inspections, vibration monitoring, shoring monitoring, structural

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monitoring, convergence monitoring. The Vendor shall provide specific work plans for the materials testing and specialty inspections and monitoring three weeks prior to tendering to the Agency for review and comment. The Vendor shall note that the workplan should include details on the types of testing and inspections, including frequency of inspections. The expected level of effort anticipated for services during construction shall be clearly described in the Vendor's work plans;

- Submission of results of all correlation findings between quality control and quality assurance results, and pay factor calculations;
- Prepare and submit monthly summaries, identifying acceptability of all materials, course of action for any borderline materials or rejected materials;
- If requested, provide lot, monthly and year end summaries of all samples of material;
- Distribution of all documents, reports and test results to applicable Agency offices;
- Communicate all test results to the Agency and Contractor within four business days of taking of the sample or performing the inspection in question. Physical testing of aggregates shall be evaluated and the test results available within fifteen (15) days of the taking of the sample;
- Nuisance monitoring shall also be undertaken by the Vendor during construction including noise and various forms of vibrations (ground borne and air borne) and other forms of structural monitoring that would be required in case of any disputes with property owners, building tenants; and
- The Vendor shall also develop specification for the inclusion of the services of a pre-condition specialist to analyze all structures and provide pre-condition surveys used in the defence of construction claims damage allegations.

7.7.20 Equipment Start Up, Testing and Commissioning

The Vendor shall include the necessary Specialists and Commissioning specialists to supplement their CA and inspection staff. Specific project requirements are mostly related to project specifics and experience of the Vendor's everyday project staff.

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The Vendor shall follow procedures spelled out in the PIPM manual and PAIDS with regard to equipment start-ups, processes, forms to be completed, sign-offs.

7.7.21 Record Information

The Vendor shall produce a complete set of as-recorded drawings as per Agency's standards. As-recorded drawings shall be delivered to the Agency no later than thirty (30) days after Substantial Completion of the proposed works. For additional requirements for as-recorded drawings, please refer to the PIPM Manual and PAIDS. The Vendor will **not** be permitted to invoice for services under the line item in the Online Bidding System forms for record drawings until the submission and approval by the Agency of the record drawing submissions. It is noted that one set of as-recorded drawings will be required for each separate tender package and delays in submitting drawings sets will be unacceptable.

7.8 Post-Construction Phase

7.8.1 General

The Vendor shall provide post construction/maintenance/warranty services in accordance with the requirements of this section, Agency standards and as outlined in the remainder of this document.

7.8.2 Post Construction Photos

Following completion of construction and restoration work the Vendor will complete a set of Post-Construction photos for record purposes. Photos will be taken during a time when snow or other weather impacts will not obscure any features being highlighted. Photos are to be taken and logged in accordance with the requirements of Section 7.7.3 Pre-Construction Documentation. In addition to indicating the condition of all pre-existing features, the Vendor shall ensure they take photos of all recently completed work and its condition for record purposes.

7.8.3 Vendor Document and Record Control and Reporting

Notes and record documents shall be maintained throughout all the phases of the project, from the pre-tendering process to the issuance of the Completion Certificate, including documentation of any maintenance issues which may occur. The Vendor shall, no later than one month following the issuing of the Completion Certificate, provide the following documents as a minimum in their entirety to the Agency for record purposes:

- Copies of all site diaries/site notes related to the project;

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- Copies of all general and specialist inspection/monitoring reports associated with the project;
- Copies of all Contract Administration paperwork, specifically copies of all RFI's, RFQ's, CCO's, CO's, Site Instructions, shop drawing logs;
- Copies of all test reports related to the project;
- Copies of all photos as per Section 7.7.3 Pre-Construction Documentation. Photos to be included for all phases of the project including pre-construction, progress, restoration and maintenance pictures; and
- Summaries of the following information as applicable:
 - Record of Contractor-submitted certificates of conformance as required by the Contract Documents;
 - Originals of any warranties required by the Contract Documents in the name of the Agency;
 - Soils and granular material quality records;
 - Concrete, concrete aggregates and structures quality records;
 - All pertinent quality control records;
 - Hot mix, hot mix aggregates and bituminous materials records;
 - Grading records;
 - Drilling records; (if applicable);
 - Blasting records (if applicable);
 - Specialty work quality records;
 - New product quality records;
 - Environmental quality assurance records;
 - Miscellaneous items quality records;
 - Monitoring/auditing records of the Contractor's quality control plan;
 - Summaries of all allowances and record of any payment from allowance items;
 - Company environmental compliance records complying with environmental statutes and regulations;
 - Records documenting how property related commitments and construction concerns have been addressed;
 - "As-recorded" drawings illustrating constructed deviations from the original drawings; and
 - Vendors shall submit all this data in electronic format and shall forward the records to the Agency on DVD or another electronic storage device acceptable to the Agency.

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The Vendor shall submit the above required information digitally and shall forward the records to the Agency's Project Manager on DVD or another electronic storage device acceptable to the Agency's Project Manager. Scanned documents shall be scanned individually to avoid large files without indexes. Two (2) CD's/ DVD's shall be provided to the Agency's Project Manager.

7.8.4 Maintenance and Warranty Items

The Vendor shall be responsible for investigating all warranty and maintenance claims from Agency personnel. The Vendor shall review the specifics of the issues raised by the Agency and shall review all pertinent information.

The Vendor will be responsible for creating and maintaining a maintenance item tracking form which shall include the following information as a minimum:

- Maintenance/Warranty issue;
- Date issue was raised;
- Description of issue and location of the issue;
- Date Contractor was notified; and
- Date issue was resolved by the Contractor.

The Vendor shall proactively deal with the Contractor in question in order to address the issue in question. Where the Contractor refuses or does not deal with the maintenance/warranty issue in timely manner, the Vendor shall assist the Agency in resolving the issue by other means and shall ensure the appropriate financial holdback is retained from the warranty holdback to cover the Agency's costs related to this matter.

8. PROJECT SCHEDULE

The Vendor shall develop a comprehensive master schedule for the project in accordance with the Agency's requirements. They shall develop a baseline and assess critical path and assist the Agency with all aspects of the critical path schedule. Special emphasis will be placed on the development of the comprehensive schedule. The Vendor shall provide monthly progress updates on all schedule items. Where schedule slippage occurs, the Vendor shall provide written notice on what is being completed to mitigate schedule slippage and what measures are being implemented to complete the project according to the original adopted baseline schedule.

8.1 Anticipated Completion Dates

The baseline schedule to be submitted by the Vendor during project initiation shall include the anticipated start and completion for each task

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relating to design and construction, all meeting dates (including those meetings outlined in the following section), and a list of deliverables with submission dates to the Agency.

The following represents required schedule milestones for the assignment:

Task	Anticipated Completion Dates
Initiate Assignment	Summer 2022
Complete background review and confirm scope of work	One week after notification of Award
Complete Municipal Class EA's	Fall 2022
Initiate Construction Tender (Finch Stormwater PS)	Fall 2022
Substantial Completion of Construction Contract	Fall 2025

Status Reports – Phase I (Investigation and Design)

During the design phase, the Vendor shall be responsible for preparing monthly project status reports to the Agency's Project Manager in accordance with the status report section of the PIPM Manual.

Status Reports – Phase II (Construction and Post-Construction)

During the construction phase, the Vendor shall be responsible for providing monthly status reports to the Agency's Project Manager. Items to be reviewed in this status report will include, but are not limited to, the items noted in the Section 7.8.3. The format of this report will be discussed during the Pre-Construction meeting with the Vendor and General Contractor.

- 8.1.1 All Bidders are advised that their submission for this project shall be taken as verification that, should they be successful on this project, they shall meet all Schedule milestone dates as indicated in the Terms of Reference, Section 8 Project Schedule. It is imperative that the project schedule be kept on track.
- 8.1.2 The Vendor shall maintain the Project Schedule and submit updated copies to the Agency on a monthly basis. Updates shall include current activities and identification of actual completion and delivery dates for the key activities.
- 8.1.3 The project schedule will provide a critical path, assessment of key impacts and a Master Co-ordinated Schedule of all adjacent internal and external capital projects updated on a monthly basis.

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8.1.4 **Note: The Vendor's monthly invoice shall be cross-referenced with the activities identified in the time/task matrix and GANTT chart and submitted in accordance with this scope of work.**

9. **MEETINGS**

The Vendor shall allow for the following meetings during the course of the project. The timing and frequency of these meetings shall be as outlined in the table below. The Vendor shall assume, for the purpose of preparing their submission, that all design meetings will take place at the Agency's office located at 10 Peel Centre Drive, Brampton, Ontario if allowable or via Online platform such as Microsoft Teams, etc. The Vendor shall assume all Construction meetings to take place at the construction site office if allowable or via Online platform such as Microsoft Teams, etc.

Meetings Summary			
Meeting Type	Number of Meetings	Minimum Attendees	Comments
Project Initiation	1	Vendor Project Manager and Design Leads	Introduction of key staff, presentation of work plans and schedule.
Site Visits	4 (2)	Vendor Project Manager and Design Leads	As required by Vendor to determine detailed design requirements.
Stakeholder/Approval Agencies	10 (5)	Vendor Project Manager and Design/Area Leads	(City of Brampton/Mississauga/Town of Caledon, TRCA, etc.).
Project Coordination/Design Review	10 (5)	Vendor Project Manager and Design/Area Leads	With Agency during detailed design.
Gap Analysis and Recommendation Workshop	1	Vendor, Project Manager, Design/Area Leads	With Agency before detailed design
Design Progress	monthly	Vendor Project Manager and Design Leads	With Agency during detailed design.
Contract Administration	Bi-weekly	Vendor Project Manager, Contract Administrator and Site Inspector	During construction.
Various Construction-Related Meetings	12 (6)	Vendor Project Manager, Contract Administrator and Site Inspector	Scope to be determined during Construction
Commissioning and	3 (1)	Contract Administrator	N/A

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Meetings Summary			
Meeting Type	Number of Meetings	Minimum Attendees	Comments
Start Up		and Site Inspector	

The Vendor is required to provide written minutes of these meetings to all parties, including the Agency's Project Manager, within three working days and shall address all issues on the basis of action, information or when resolution is required.

The Vendor should also note that other parties may be invited to these meetings, at the discretion of the Agency's Project Manager.

The requirements of Section 9 Meetings shall be taken into account in the Vendor's pricing of all components of the scope of work

10. **DELIVERABLES**

A summary of Project deliverables is as follows:

Objective	Deliverable	Number of Hard Copies	Number/Format of Electronic Copies	Notes	To be Completed by
Project Management	Project Management Plan	0	1 PDF; 1 MS-Word	To be submitted at Project Initiation	Vendor
	Baseline Schedule with Critical Path	0	1 PDF	Terms of Reference/Scope of Work	Vendor
	Monthly Status Update Reports	0	1 PDF	Terms of Reference/Scope of Work	Vendor
	Cost Summary Spreadsheets and Earned Value Tracking	0	1PDF	As per RFP Requirements	Vendor
Risk Assessment and Risk Management	Risk Management Plan	0	1PDF; 1 MS Word Draft, 1PDF Final	As per RFP Requirements	Vendor
	Risk Register	0	1 PDF Final	As per RFP Requirements	Vendor

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DESIGN, CONTRACT ADMINISTRATION AND INSPECTION FOR FINCH
STORMWATER PUMPING STATION UPGRADES IN REGION OF PEEL, PROJECT 16-
4014**

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Objective	Deliverable	Number of Hard Copies	Number/Format of Electronic Copies	Notes	To be Completed by
Communications and Public Relations	Communications Plan			As per RFP Requirements; Vendor to coordinate with Agency	Agency and Vendor
	Stakeholder Register	0	1PDF Draft, 1PDF Final	As per RFP Requirements	Vendor
	Stakeholder Notices, Technical Drawings, Sketches and Graphics	As required	1 PDF; 1 MS-Word (Draft/Final)	Terms of Reference/Scope of Work	Vendor
	Monthly Councillor/Key Stakeholder Update Memos	As required	1 PDF; 1 MS-Word (Draft/Final)	Terms of Reference/Scope of Work	Vendor
	PIC Material, Hand-outs, Summary Reports	1 Draft, 1 Final	1 PDF; 1 MS-Word (Draft/Final)	Terms of Reference/Scope of Work	Vendor
Background Documents Review	Technical Memorandum: Gap Analysis and Recommendations	1 Draft 1 Final	1 PDF; 1 MS-Word	Terms of Reference/Scope of Work	Vendor
Project Specific Technical Memorandums	Finch Stormwater PS Emergency Storage TM	1 Draft 1 Final	1 PDF; 1 MS-Word	Terms of Reference/Scope of Work	Vendor
			1 PDF; 1 MS-Word	Terms of Reference/Scope of Work	Vendor
	Finch Stormwater PS Gravity Sewer Replacement Feasibility Study	1 Draft 1 Final	1 PDF; 1 MS-Word	Terms of Reference/Scope of Work	Vendor
Schedule B	Class B EA	1 Draft	1 PDF; 1	Report to be	Vendor

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Objective	Deliverable	Number of Hard Copies	Number/Format of Electronic Copies	Notes	To be Completed by
Class EA	Report	1 Final	MS Word	prepared as necessary guidelines	
Geotechnical and Hydrogeological Assessment	Request for Proposal (RFP) Document	1 Draft 1 Final	1 PDF; 1 MS-Word	Terms of Reference/Scope of Work	Vendor
	Geotechnical Data Report (GDR)	1 Draft 2 Final	1 PDF; 1 MS-Word 1 PDF; 1 MS-Word	Refer to Terms of Reference - Standard Requirements	Vendor
	Geotechnical Memorandum for Design (GMD)	1 Draft 2 Final	1 PDF; 1 MS-Word 1 PDF; 1 MS-Word		Vendor
	Hydrogeological Data Report	1 Draft 2 Final	1 PDF; 1 MS-Word 1 PDF; 1 MS-Word	Refer to Terms of Reference - Standard Requirements	Vendor
	Hydrogeological Report	1 Draft 2 Final	1 PDF; 1 MS-Word 1 PDF; 1 MS-Word	Terms of Reference	Vendor
	Borehole and Monitoring Well Location Plan Requirements	1 Draft 2 Final	1 PDF; 1 MS-Word 1 PDF; 1 MS-Word		Vendor
Environmental Site Assessment	Phase One Report	1 Draft 2 Final	1 PDF; 1 MS-Word 1 PDF; 1 MS-Word	Refer to Terms of Reference - Standard Requirement	Vendor

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Objective	Deliverable	Number of Hard Copies	Number/Format of Electronic Copies	Notes	To be Completed by
				s	
	Phase Two Report	1 Draft 2 Final	1 PDF; 1 MS-Word 1 PDF; 1 MS-Word	Refer to Terms of Reference - Standard Requirements	Vendor
Excess Soils Reporting	Assessment of Past Uses	0	1 PDF; 1 MS-Word 1 PDF; 1 MS-Word	Refer to Terms of Reference - Standard Requirements	Vendor or Third Party Specialist
	Sampling and Analysis Plan	0	1 PDF; 1 MS-Word 1 PDF; 1 MS-Word	Refer to Terms of Reference - Standard Requirements	Vendor or Third Party Specialist
	Soil Characterization Report	0	1 PDF; 1 MS-Word 1 PDF; 1 MS-Word	Refer to Terms of Reference - Standard Requirements	Vendor or Third Party Specialist
	Excess Soils Destination Assessment Report	0	1 PDF; 1 MS-Word 1 PDF; 1 MS-Word	Refer to Terms of Reference - Standard Requirements	Vendor or Third Party Specialist
Materials Testing and Specialist Environmental Monitoring	Materials Testing and Specialist Environmental Monitoring During Construction	1 Draft 3 Final	1 PDF; 1 MS-Word	Terms of Reference.	Vendor
Property Acquisition	Technical Drawings,	As required	1 PDF; 1 DGN	Terms of Reference;	Vendor

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Objective	Deliverable	Number of Hard Copies	Number/Format of Electronic Copies	Notes	To be Completed by
	Sketches and Graphics			to assist with Property Acquisition	
	Property Requirements List and Acquisition Schedule (including Monthly Updates)	0	1 MS-Word, 1 PDF (monthly)	Terms of Reference	Vendor
Forcemain Reporting	Condition Assessment Report	0	1 PDF	Terms of Reference	Vendor or Third Party
	Transient Analysis Report	0	1PDF	Terms of Reference	Vendor or Third Part
Permits and Approvals	Technical Memorandum: Permits and Approvals Requirements	3 Draft 3 Final	1 PDF; 1 MS-Word	Terms of Reference; to be submitted shortly after Project Initiation	Vendor
	Permit and Approval Applications and Supporting Documents and Drawings	As required	1 PDF	Terms of Reference	Vendor
	Permits/Approvals Status Summary	As required	1 PDF; 1 MS-Excel	Terms of Reference; to be updated and submitted with each design package	Vendor
Tree Preservation/Replacement Plan and	Tree Preservation/Replacement Plan and Inventory	1	1 PDF; 1 MS-Excel	As per Terms of Reference	Vendor of Third Party Specialist

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Objective	Deliverable	Number of Hard Copies	Number/Format of Electronic Copies	Notes	To be Completed by
Inventory					
Other Reporting	Designated Substances and Asbestos Survey	1	1 PDF	Terms of Reference	Third Party Specialist
Detailed Design	Detailed Design Drawings	Per PIPM	1 PDF; 1 DGN 1 USB	As per TOR and PIPM requirements ; to be submitted at the 30 per cent, 50 per cent, 90 per cent, 100 per cent, Issued for Tender and Issued for Construction stages.	Vendor
	Detailed Design Contract Documents and Specifications	0	1 PDF; 1 MS-Word each; (1 draft, 1 final); 1 USB	As per TOR and PIPM requirements ; to be submitted at the 30 per cent, 50 per cent, 90 per cent, 100 per cent, Issued for Tender and Issued for Construction stages.	Vendor
	Detailed Design Cost Estimates	0	1 PDF; 1 MS-Excel	As per TOR and PIPM requirements ; to be submitted with each	Vendor/ Specialist Cost Estimating Sub-consultant

Document 2021-712P Regional Municipality of Peel-Procurement Division
ENGINEERING SERVICES FOR CLASS ENVIRONMENTAL ASSESSMENT, DETAILED
DESIGN, CONTRACT ADMINISTRATION AND INSPECTION FOR FINCH
STORMWATER PUMPING STATION UPGRADES IN REGION OF PEEL, PROJECT 16-
4014

Terms of Reference

Objective	Deliverable	Number of Hard Copies	Number/Format of Electronic Copies	Notes	To be Completed by
				design milestone submission package.	
Tender	Issued for Tender and Issued for Construction Contract/Tender Documents, one contract	0	1 PDF; 1 MS-Word each; (1 draft, 1 final)	As per TOR and PIPM requirements ; drafts to be submitted at the 30 per cent, 50 per cent, 90 per cent and 100 per cent design stages; final to be submitted after incorporation of Agency comments.	Vendor
	Construction Tender Addenda	0	1 PDF; 1 MS-Word/MS-Excel CD/DVD	As per TOR requirements ; as required by the Agency.	Vendor
	Award Recommendation	0	1 PDF; 1 MS-Word	As per TOR requirements .	Vendor
	Prequalification Document	0	1 PDF; 1 MS-Word (per draft and per final)	As per Terms of Reference	Vendor
Design Report	Design Report	1 Draft 1 Final	1 PDF; 1 MS-Word 1 PDF; 1 MS-Word	Terms of Reference	Vendor
Capital	Detailed Report	0	1 PDF; 1		Vendor

Document 2021-712P Regional Municipality of Peel-Procurement Division
ENGINEERING SERVICES FOR CLASS ENVIRONMENTAL ASSESSMENT, DETAILED
DESIGN, CONTRACT ADMINISTRATION AND INSPECTION FOR FINCH
STORMWATER PUMPING STATION UPGRADES IN REGION OF PEEL, PROJECT 16-
4014

Terms of Reference

Objective	Deliverable	Number of Hard Copies	Number/Format of Electronic Copies	Notes	To be Completed by
Phasing and Implementation Plan			MS-Word each; (1 draft, 1 final)		
	Detailed Cost Estimate	0	1 PDF; 1 MS-Word each; (1 draft, 1 final)		Vendor
Construction and Post-Construction	Pre-Construction Photographs	-	1 PDF; 1 MS-Excel 2 CD/DVD	As per TOR requirements .	Vendor
	Construction Meeting Agendas and Minutes	1 Draft 1 Final	1 PDF	As per TOR requirements .	Vendor
	Submittal Register and Shop Drawing Log	Bi-weekly Updates	1 PDF; 1 MS-Excel	As per TOR requirements ; to be updated for each bi-weekly site meeting.	Vendor
	Construction Monthly Cash Flow Projections	Monthly	1 PDF; 1 MS-Excel	As per TOR requirements .	Vendor
	Detailed Budget Allocation and Staffing Plan	1 Draft 1 Final	1 PDF; 1 MS-Word/MS-Excel	As per TOR requirements .	Vendor
	Permit Tracking/Monitoring Logs	-	1 PDF; 1 MS-Excel	As per TOR requirements and as required for permits/approvals compliance.	Vendor
	Daily Inspection Reports	-	1 PDF; 1 MS-Excel	As per TOR requirements	Vendor

Document 2021-712P Regional Municipality of Peel-Procurement Division
ENGINEERING SERVICES FOR CLASS ENVIRONMENTAL ASSESSMENT, DETAILED
DESIGN, CONTRACT ADMINISTRATION AND INSPECTION FOR FINCH
STORMWATER PUMPING STATION UPGRADES IN REGION OF PEEL, PROJECT 16-
4014

Terms of Reference

Objective	Deliverable	Number of Hard Copies	Number/Format of Electronic Copies	Notes	To be Completed by
				and as required for permits/approvals compliance.	
	Monthly Progress Reports	-	1 PDF	As per TOR requirements	Vendor
	Complaint Tracking Log	-	1 PDF; 1 MS-Excel	As per TOR requirements	Vendor
	Operations & Maintenance Manual	3 Draft 2 Final	1 PDF; 1 MS-Word	As per TOR and PIPM requirements	Vendor
	Detailed Commissioning Plan	3 Draft 2 Final	1 PDF; 1 MS-Word	As per TOR and PIPM and PAIDS requirements	Vendor
	Detailed Instrumentation and Controls Transition Plan	3 Draft 2 Final	1 PDF; 1 MS-Word	As per TOR and PIPM and PAIDS requirements	Vendor
	Record Drawings	1 Draft 2 Final	1 PDF; 1 DGN	As per TOR and PIPM requirements	Vendor
	Joint Record Forms	Monthly	1 PDF; 1 Excel	As per ROP Standards and Guidelines	Vendor
	Public Relations Documents and Notices	1 Draft 1 Final	1 PDF; 1 MS-Word	As per TOR requirements	Vendor
Quality Assurance/Quality Control	QA/QC Reports	1 Draft 1 Final	1 PDF; 1 MS-Word/MS-Excel	Terms of Reference and PIPM	Vendor

Terms of Reference

Objective	Deliverable	Number of Hard Copies	Number/Format of Electronic Copies	Notes	To be Completed by
			1 PDF; 1 MS-Word/MS-Excel		

The Agency reserves the right to assess the outcome and anticipated project deliverables associated with the study at any time to determine what work is required to complete environmental assessment approvals for the project.

All deliverables are to be provided in accordance with the Agency's PIPM Manual.

The following are AMENDMENTS to the requirements of the PIPM Manual:

- 10.1 **Tender Documents (Draft):** Three (3) sets of full-size drawings and specifications.

Prior to final tender submission the Agency must assign Agency drawing numbers to all drawings in the tender set. This process must be done prior to final tender sets being delivered. Once numbered they will be returned for final Tender Drawing set production after the numbers have been inserted in the drawings and the related drawing references updated.

- 10.2 **Tender Documents (Final):** Five (5) sets of full-size drawings and specifications to be supplied under the base agreement for EACH TENDER CALL. Five sets of ½ size drawings produced on A2 size drawings. (11x17 drawings issued not to scale are not acceptable). Printing costs will be paid for by the Agency should any additional sets required.

Two sets of electronic tender documents shall be provided on the USB (drawings and specs). Digital versions of drawings must be in MicroStation format in accordance with the Agency's standard as mentioned in PIPM.

Drawings to be named as per the assigned Agency drawing and saved accordingly on the CD/DVD.

Terms of Reference

- 10.3 **Tender Documents (Issued for Construction):** Issued for construction (IFC) drawings and specifications (incorporating all drawing modifications undertaken via addenda) will be required on this project. Following completion of the IFC drawings and specifications the Vendor shall supply five sets of A2 IFC drawings, five sets of full size IFC drawings (both signed and stamped) and five sets of IFC specifications for the Contractor's use. The Vendor will also supply 10 sets of A2 IFC drawings, 10 sets of full sized IFC drawings (both signed and stamped) and five sets of IFC specifications to the Agency's Project Manager. The Vendor will also supply two CD's/DVD's containing PDF version of full size signed and stamped IFC drawings. The final issued for construction drawings must be named as per the assigned Region drawing number and follow the following naming convention;
- MicroStation Files **XXXXX-D_IFC.dgn**
 - PDF Format XXXXX-D_IFC.pdf
 - Example 50000-D_IFC.dgn, 50000-D_IFC.pdf
 - Drawings at this stage must be 100 per cent compliant with the Public Works CAD Standard.
 - Each CAD file must be unique and have no reference files of any type, and must be in true modelspace.

All requirements above will be supplied within two weeks of Tender Period closing.

All other deliverables related to the Tender documents are per the PIPM Manual.

- 10.4 **As-Recorded Drawings:** Five sets (hardcopy) – three sets should be full-scale drawings and two sets shall be ½ scale (A2 Drawing Size) format. As-recorded drawings shall also be issued in PDF format on CD/DVD. Digital versions of drawings must be in Microstation format. All other deliverables relating to as-recorded drawings are as per the PIPM Manual. As-recorded drawings shall be submitted in accordance with the requirements of this section for each of the construction tenders. The cost of as-recorded drawings is included as a separate item on the Summary of Fees (refer to Pricing Table in Appendix 7.17 Online Bidding System forms).
- 10.5 **New 2015 CAD Drawing Format:**
The CAD drawing format has been updated anticipating the move to MicroStation V8i SS3. This new format will now use True Type fonts and should be used for drawing preparation and submission. Sample templates are included for your use and reference in the Project Data CD.

Terms of Reference

11. **ENGINEERING FEES**

The proposed engineering fees for this assignment shall be considered an upset limit on cost.

The Vendor shall submit monthly invoices based on actual hours detailing personnel and number of hours dedicated to each activity. Monthly invoices shall also include update of the Project Status Report, failure to do so will result in a delay in processing of Vendor invoices.

Request for Information – Bidder Submission Requirements

REQUEST FOR INFORMATION – BIDDER SUBMISSION REQUIREMENTS

1. TECHNICAL PROPOSAL SUBMISSION REQUIREMENTS

Bidders shall submit all required information as stated below, through the Online Bidding System Forms, Appendix 7.17.

THE BIDDER'S TECHNICAL PROPOSAL MUST NOT INCLUDE HOURLY RATES AND/OR PRICING INFORMATION. Technical Proposals that include hourly rates and/or pricing information of any kind will be deemed non-compliant and will not be evaluated or considered for Contract award.

The Bidder's Technical Proposal should contain the following information in the order it appears below:

The purpose of this section is to collect essential information from interested Bidders that will form part of the Bidder Submission to be assessed by the Agency's evaluation committee. Bidder Submissions must include responses to the following requirements and failure to provide an adequate response may result in disqualification. Information submitted in response to the following requirements is subject to verification and further relevant information may be obtained from Bidder references by the Agency.

Any references to the Bidder's web page and/or any external communication material will not be considered or evaluated as part of their Bidder Submission.

1.1 Understanding of the Project (Upload)

The Bidder's understanding of the project shall be based on the information provided within this Document and should include an indication of the nature of the work involved, approach to meeting the overall objectives, and any anticipated conflicts and problems related to the implementation of the project. The Technical Proposal must demonstrate that the Bidder is familiar with the requirements of the assignment.

The Technical Proposal shall identify pertinent technical as well as contractual issues that will affect the successful delivery of this project in a timely and cost-effective manner. Describe measures to be implemented to ensure that the technical and contractual issues are mitigated.

1.2 Project Approach and Methodology (Upload)

Bidder's shall include a clear approach and methodology to completing the requirements and objectives of the project, building consensus, and providing opportunities for meaningful input. Bidders shall demonstrate their ability to carry out the major tasks of this assignment.

Request for Information – Bidder Submission Requirements

This is inclusive of, but not limited to:

- Your overall approach to project management including public relations/communications;
- Your overall approach to project Coordination for the purpose of approvals and permits;
- Interim steps for project completion;
- Sufficient detail about activities and sub-activities to demonstrate how the scope of work, deliverables and tasks, as outlined in the Document, will be achieved;
- Identification of any anticipated risks to project completion and describing mitigation measures and techniques;

1.3 Quality and Cost Control Plan (Upload)

The proposal shall outline in detail the Bidder's procedures for ensuring Quality Assurance and Quality Control is provided for key deliverables, through all phases of the project.

Include the documentation that is being proposed to ensure that the quality plan is being adhered to.

The proposal shall also include a detailed cost control plan including a work breakdown system to monitor costs versus the allotted budget for each component of the project.

No payment will be made in excess of the upset limit cost unless it is for an additional task, not identified as part of the project, which has been completed with prior approval from the Agency.

1.4 Bidder Firm Relevant Project Experience (Upload)

The Bidder shall provide a list outlining the most recent projects of similar size and scope the Bidder's firm has worked on. In the list, include:

- The project title;
- The approximate value of the project including the breakdown of engineering/consulting service and capital work;
- The start to completion dates;
- A full description of the project and the role played by your firm;
- Key Bidder personnel and sub-vendor(s) personnel assigned to the projects;
- Key Bidder personal and sub-vendor(s) experience coordinating multiple disciplines;
- Project outcomes and a brief summary of lessons learned; and
- References (each reference shall include the identity of the client organization, a contact name and title, address and telephone number).

Request for Information – Bidder Submission Requirements

1.5 Project Team and Organizational Chart (Upload)

Bidders shall assemble a multi-disciplinary team to successfully carry out this Project. The Bidder shall provide a list identifying the full project team including key team members and any sub-vendor firm(s) that will be involved in this project. In the list, include:

- The name(s) and titles of the project team including key team members and any sub-Vendor firm(s) to be retained to complete the project;
- A listing of their respective roles, responsibilities and involvement as it relates to this project;
- Bidders shall incorporate, as part of their overall team, a Public Relations/Communications Manager.
- A description of their education and qualifications as it relates to this project;
- Resumes for each staff member and sub-Vendor's staff including the Project Manager and applicable staff. Resume must highlight the individual's education, qualifications, tenure with your firm and experience relevant to this project; and
- The Bidder shall assign a single point of contact, for communicating with Agency's PM and administration of the project.
- A complete project team organizational chart, including the key team members and sub-Vendor firm(s), which clearly identifies the key team member and sub-vendor firm(s) that will be responsible for each project requirement and activity. Where personnel are drawn from more than one office, indicate how timely and accurate communication among team members will be maintained.
- Records of staff training and copies of certifications or licenses.

Any changes in the successful Bidder's project team including key team members and any sub-vendor firm(s) will require the prior written approval of the Agency's Project Manager.

1.6 Project Work Plan (Time/Task) and Schedule (Upload)

Bidders shall provide a project workplan (time/task matrix) and project schedule utilizing the RFP Document, the Bidder's understanding of the project, methodology and approach to completing the project.

In the project workplan, include:

- a breakdown of objectives, tasks, an estimate of time allotted to the completion of each task, and anticipated start and completion dates for the various tasks.
- the person-hours for each key team members and sub-vendor(s) member to complete each activity in order to complete the project.

Request for Information – Bidder Submission Requirements

The workplan should tally the number of hours each personnel dedicated to each activity.

- The Project Work Plan must demonstrate the availability of sufficient resources to meet the objectives of the project.
- **THE TECHNICAL PROPOSAL MUST NOT INCLUDE HOURLY RATES AND/OR PRICING INFORMATION.**
- The project work plan uploaded as 11" x 17" sheets.

In the Project Schedule, include:

- Create a project schedule which includes clear timelines for work and review periods, significant milestones, stakeholder meetings, and deliverable submission dates. The project schedule shall be uploaded as 11" x 17" sheets.
- The Consultant shall maintain the Project Schedule and submit updated copies to the Agency on a monthly basis. Updates shall include current activities and identification of actual completion and delivery dates for the key activities.

2. FINANCIAL PROPOSAL SUBMISSION REQUIREMENT

Bidders shall complete the Pricing Tables in the Online Bidding System Forms. The fees shall be a realistic appraisal of the works and services required to complete the project. All prices must be in Canadian dollars with no allowance for exchange rates, fluctuations or adjustments. All prices within this Document shall be quoted exclusive of HST.

The pricing for the Project shall be comprehensive and include all labour, materials and expenses necessary to complete the required services and deliverables as stated in the Document. The breakdown should include all costs required to complete each phase fully.

The Project Fees in the Bidder Submission shall be considered an upset limit on cost.

2.1 Provisional Items

No payment will be made in excess of the upset limit cost unless it is for an additional task, not identified as part of the project, which has been completed with prior approval from the Agency.

The Agency may, order in writing, at any time before or after the commencement of the Work, alter the Work to be done provided that such extension or increase or alteration is within the reasonable competence of the vendor to perform. If a change order increases or decreases the cost of the Work, the vendor shall notify the Agency by fax within 24 hours of notice of the change. The vendor and the Agency shall agree on the increase or decrease in price to be made to

Request for Information – Bidder Submission Requirements

the purchase order. Where the vendor and Agency fail to agree, the appropriate contract laws apply.

Services required beyond the agreed scope of the assignment (new work or change orders) will be reviewed, scrutinized, and paid for on the following basis:

- Establishment and documentation of the extent and scope of the additional work by both parties (Agency and Vendor)
- Preparation of an estimate of the additional fees of the work including establishing the additional time required to complete the new work
- Completion of required documentation per the Agency's PIPM Manual; and
- Written approval from the Agency prior to undertaking the new/additional work

2.2 Unforeseen Work

No additional payments will be made to the Vendor for any unforeseen or additional work without prior written consent of the Agency's Project Manager. It is the responsibility of the Bidders to know the extent of the work required to successfully carry out the Project.

2.3 Project Work Plan (Time/Task) Hourly Rate Table

In the table provided in the Online Bidding System Forms, Bidders shall include a list of personnel, hourly rates and number of hours dedicated to each activity of the Project, including any sub-vendor hours. Payment will be made based on the actual number of hours worked and hourly rates submitted.

Appendix 7.1 Guidelines for Consultants Preparing Bid Documents

1. BACKGROUND INFORMATION

The Region utilizes an Automated Bid Document Creator (BDC) system. BDC was developed in response to a requirement to standardize bid documentation and contractual requirements and to more expediently prepare and issue bid documents, for quotations, tenders, and proposals.

Since the Region has spent considerable time and resources to develop standard bid documentation, it is important that **all** Regional departments and consultants responsible for preparing bid documents follow the established format and content.

Notwithstanding the above, any documentation provided will still need to be reviewed for possible amendment to ensure it is suitable for the purpose intended. However, the subsequent review process by staff, prior to issuance of the documents to prospective vendors should be able to focus on proposed amendments without having to spend time reviewing or comparing variations in format or text.

2. QUESTIONS AND INTERPRETATIONS

Should you have any questions, please refer to the contact person or procurement staff member associated with this bid solicitation.

3. PROHIBITIONS, RESTRICTIONS AND COMPLIANCE

Bid documents must be prepared in accordance with the provisions of the Automated Bid Document Creator (BDC) and these guidelines. The Region will not bear any additional costs or delays as a result of non-compliance.

The use, application, and dissemination of information on the Automated Bid Document Creator (BDC) is limited to work performed by the Region of Peel. The information on the BDC is not to be provided to other parties other than as may be required through the terms of an approved consultant's agreement/assignment.

4. CONSULTANT RESPONSIBILITIES

The Consultant shall prepare and submit draft copies of the bid documentation to the Region in accordance with these guidelines. A contact person will be appointed to deal with the bid solicitation if not already indicated. The consultant is expected to review with the Region's contact person the draft documents. For the purposes of this guideline and unless otherwise specified in these guidelines, the Bid Document is defined as the document produced through the BDC generation process and any inserted text or sections.

Appendix 7.1 Guidelines for Consultants Preparing Bid Documents

5. DOCUMENT FORMATS

Any suggested changes to the standard cover sheet, index, advertisement, instructions to vendors, form of tender, terms and conditions, insurance, performance bond, health and safety certificate, and any other standard documentation must be clearly identified. Changes should be made using WORD track changes feature, highlighting changes in red and deletions in blue. Changes to documentation in PDF format should be identified separately or otherwise noted in other appropriate sections of the bid document.

Should a consultant fail to follow these guidelines and is required to redo any section due to, but not limited to, the use of gender language, imperial only measurements, and specifications are on drawings, the consultant will not charge for making the necessary changes to comply with our document standards.

The consultant will be held responsible and liable for any subsequent repercussions should any suggested changes not be properly and clearly identified to Regional staff.

Final versions of bid documents are to be forwarded to the Region's contact person via e-mail, disc or diskette. Electronic modifications to the bid documents by the consultant will not be permitted once the documents have been submitted to Regional Procurement. If it is found that further changes or modifications are necessary, they are to be submitted initially in red on hardcopy. The Region will determine how the changes are to be made.

In the case of drawings, the format will be in accordance with the requirements specified in the consultant's bid solicitation or in accordance with 5.5 below.

In the case of other attachments or appendices, every effort should be made to provide content that is compatible with the aforementioned without incurring additional cost.

5.1 General Format for all document Sections (exception –National Master Specifications form which is dealt with below)

The Bid Document shall be developed in Microsoft WORD format, latest version on standard 8 ½ x 11inch paper, Arial 11 pitch font size, printing is double sided. There must not be any gender specific (i.e. she or he) language in the document. Specifications must not appear on any of the document drawings, all specifications are to appear in the Specification section of the document. Measurements must be in Metric and if required due to industry standards the Imperial equivalent may appear in brackets (example: 2 metres or 2 metres (6.5 feet)).

Formatting instructions:

Font = Arial

Font Size = 11

Margins = L (1.25 inches); R (1.25 inches); T (1.0 inches); B (1.0 inches)

Appendix 7.1 Guidelines for Consultants Preparing Bid Documents

Justified

Paragraph & Sub-paragraph Numbering shall be as follows:

1. **MAIN HEADING**
 - 1.1 **Sub-Heading**
 - 1.1.1 Text (numbering text is suggested for a long progression of paragraphs, if there is only three or less paragraphs the number is not required)
 - 1.1.2 Text

5.2 Goods and Services other than Construction utilizing the Agency's Standard Terms and Conditions.

The Format is to follow the format as outlined in 5.1.

5.3 Construction Contracts using Canadian Construction Documentation Committee Documents.

When using the CCDC2 Stipulated Price/Sum with the Agency's Supplementary Terms and Conditions to the CCDC2.

Under the Agency's Supplementary Terms and Conditions to the CCDC2 documents please note there are several clauses with *drafting notes* to ensure applicability as well as if information is required to be added in the particular section.

In the case of construction contracts, construction specifications shall conform to the Uniform Divisions of the Construction Specifications Institute Master format – Master list of Sections, Titles and Numbers.

Headers for the Specifications should read as per the sample below:

Regional Municipality of Peel	Document 200X-XXXT	Division 16
Procurement Section	CONSTRUCTION OF THE ?????	Section 16010
	????????	General Electrical Requirements

Special Provisions may change or enhance clauses in the CCDC2 and Supplementary Terms and Conditions to CCDC2 but prior to inserting into the document the Consultant shall get approval from the Project Manager and Director, Procurement (or their respective designates).

5.4 Construction Contracts using Ontario Provincial Standard Documentation and the Region's Volume 2 Contract documents

Appendix 7.1 Guidelines for Consultants Preparing Bid Documents

These contracts use the Ontario Provincial Standards document as amended in the Region's Volume 2 Contract Documents for Road, Watermain and Sanitary Sewer Projects.

Special Provisions may change or enhance clauses in Volume 2 but prior to inserting into the document the Consultant shall get approval from the Project Manager and Director, Procurement (or their respective designates).

5.5 Drawings-Region of Peel Facility Projects

Note: The drawing standards below do not apply to Public Works Infrastructure projects – for Public Works projects see peelregion.ca/pw/standards.

5.5.1 Drawing Standards

- Region of Peel drawing standards will be provided to the successful Vendor electronically via CD for copy purposes.
- The CD will include the following Region of Peel (ROP) drawings standards:
 - Metric drawing templates containing:
 - Text standards & font styles
 - Layer states
 - Layers
 - Line types
 - Metric title blocks
 - 279 x 431, 609 x 914, 914 x 1219
 - Plot style files (.CTB files)
 - Master layering list in Excel format ("ROP Working Drawing Layer Standards.xls").
- The Vendor is not to stray from the Region of Peel's drawing standards

5.5.2 Drawing Submission Requirements

- Drawings submitted for **project records** are to be provided in PDF or TIF formats to protect professional stamps.
- All submitted electronic drawings must follow the master layering list provided ("ROP Working Drawing Layer Standards.xls") in order to be accepted into the ROP environment.

Appendix 7.1 Guidelines for Consultants Preparing Bid Documents

- Drawings that do not follow the Region of Peel's drawing standards will be returned to the Vendor for correction and resubmission.
- Where "As Recorded" drawings are to be submitted by the Vendor these are to be:
 - FOR PUBLIC WORKS-SPECIFIC DOCUMENTS, in Microstation (dgn) format
 - FOR REAL PROPERTY ASSET MANAGEMENT-SPECIFIC DOCUMENTS, in AutoCAD2006 (dwg) or later version format
 - On CD ROM
 - Submitted to the project manager within five (5) weeks following substantial completion of the project
 - Including all X-ref drawings
 - Indicating a revision line and date
 - Without protection
 - With professional stamps removed for the use of the Region of Peel

6. SUBMISSION REVIEWS

If as part of the consultant assignment the consultant is to review and analyze the tender submissions from Vendors, the consultant must first ensure that the documents are **compliant** in accordance with submission requirements and are in no way qualified. The consultant is required to complete the compliance review in accordance with the Agency's Document Compliance Review form (This is provided to the vendor upon award). If a consultant is unsure, the consultant should notify the project manager and/or procurement. The compliance review and acceptance or rejection of a vendor submission is with Regional staff. Should a submission be questionable as to its compliance, the Consultant must discuss with the Regional Staff member and the Regional staff member must discuss with their Procurement representative any vendor submission that is being accepted or rejected due to non-compliance. If need be the Procurement representative will discuss with the Director, Procurement and/or legal services.

Items to be reviewed, but not limited to the following:

Addenda – All addenda must be acknowledged as indicated within the form of tender. If one is missing and it is of a non-material nature, it may be waived, for example, if the addendum was for a new closing date and the vendor submitted on the new closing date.

Appendix 7.1 Guidelines for Consultants Preparing Bid Documents

Agreement to Bond – The Agreement to Bond is completed and sealed by a bonding company. If not, it is then non-compliant.

Qualifications to Terms and Conditions – If a vendor has removed or changed any term or condition as set out within the document, this is deemed a qualification and is non-compliant.

Sub-contractors – This is not a mandatory field. Should the document require this clause to be a mandatory requirement then the language within the clause needs to reflect the mandatory nature.

List of Proposed Major Sub-contractors – This clause is generally used for contract where the sub-contract is a substantial portion of the total cost of the contract. For example the mechanical sub-contractor may be over \$500,000. In this case this clause should be mandatory in nature and if the vendor fails to submit this would deem them non-compliant.

Mandatory Requirements – If the document has mandatory requirements and the vendor fails to meet them, they are deemed non-compliant and not considered for award. Such mandatory requirements might be samples to be supplied, attendance at site visits, etc.

Pricing on Our Forms – If not on the original document forms this may be cause for non-compliance. If this situation arises the acceptance or rejection shall be in accordance with the Agency Rights and the Director, Procurement.

References – If this is not completed and we need to determine experience this may be cause to disqualify. This would be determined by the language in the documents as mandatory. If it is mandatory, ensure the document reflects this.

Right to Waive clause – This clause is not intended to be used for specific requirements within the document submission but for items that are non-material its essence and does not detract from the submission nor the ability to complete the works as described within the document.

Please refer to the Document Compliance Review for additional items to be reviewed.

Appendix 7.2 Standard Terms and Conditions for Bidders

STANDARD TERMS AND CONDITIONS FOR BIDDERS

These Standard Terms and Conditions govern this Procurement Document and Bidders and/or Vendors agree to be bound by the terms and conditions set forth, except as may be amended by the Agency in writing.

1. Definitions

- (a) **"Agency"** means The Regional Municipality of Peel, Peel Regional Police, Peel Housing Corporation o/a Peel Living and any other government or agency or board on behalf of which The Regional Municipality of Peel is acting and for the purposes of the performance of the Contract shall mean the municipality or entity awarding the Contract. For purposes of the Contract, "Agency" shall include "Owner".
- (b) **"Bidder"** means any proponent, respondent or other person or entity who has obtained official procurement documents for the purpose of submitting, or who has submitted a Bidder Submission in response to the Procurement Document. Furthermore, the definition of "Bidder" shall include any entity affiliated or related to the Bidder (including any entity with the same directing mind as the Bidder) as determined in the discretion of the Director of Procurement, in consultation with the Regional Solicitor.
- (c) **"Bidder Submission"** means the document as completed by the Bidder for the purpose of offering to sell to the Agency the goods and/or services specified in the Procurement Document, and includes but is not limited to quotations, tenders and proposals.
- (d) **"Bidding System"** means the electronic system used by the Agency for its public tenders, bids and request for proposals at the following website: peelregion.bidsandtenders.ca, which is required to be used for all dissemination of information by or on behalf of the Agency and all Bidder Submissions from Bidders for this Procurement Document.
- (e) **"Contract"** means the agreement in writing governing the performance of the Work and includes, without limitation, the Document (including the Standard Terms and Conditions), Bidder Submission and the written document accepting the Bidder Submission (including any notice of acceptance or award).
- (f) **"Council"** means The Regional Municipality of Peel Council.
- (g) **"Day"** or **"day"** means calendar days.
- (h) **"Document"** and the term "Procurement Document" means the document describing the goods and/or services to be purchased and the terms upon which the goods and/or services are to be purchased and includes, without limitation, those documents referenced on the index of the Document and such addenda as may be issued by the Agency from time to time.
- (i) **"Procurement Representative"** means the person named as the Procurement Representative or designate on the Procurement Document.
- (j) **"Region of Peel"** has the same meaning as the Agency.

Appendix 7.2 Standard Terms and Conditions for Bidders

- (k) **“Vendor”** means the successful Bidder and includes the term “Consultant” who enters into the Contract with the Agency for the provision of the goods and/or services set out in the Procurement Document.
- (l) **“Work”** means the work or Services to be undertaken by the Vendor pursuant to the provisions of the Contract.

2. Bidder Submission

- (a) The Bidder Submission must be submitted electronically using the Bidding System.
- (b) A person or persons with authority to bind the Bidder must electronically declare on the Online Bidding System Forms that their Bidder Submission has been made entirely in accordance with the Procurement Document.
- (c) All pricing in the Bidder Submission must be expressed in figures, and must be in Canadian Dollars.
- (d) Prices in the Bidder Submission must include all costs necessary to complete the Work in accordance with the Procurement Document including customs and duties.
- (e) The Bidder represents, warrants and confirms that no oral or written alterations or variations in the Procurement Document and/or Contract have been made by the Bidder and none shall be valid or binding upon the Agency unless authorized by the Agency in writing.
- (f) Bidder Submissions which are qualified or subject to any conditions, limitations or restrictions shall be rejected by the Agency.
- (g) The Bidder acknowledges that it is solely responsible for obtaining and reviewing all Contract documents and all addenda issued by the Agency pertaining to the Procurement Document.

3. Agency Rights

The Agency reserves the right, in its sole and absolute discretion to:

- (a) deem a Bidder Submission to be unbalanced and may reject any and all Bidder Submissions, which it so deems, and for this purpose, “unbalanced” shall include, without limitation, a Bidder Submission which does not reflect a realistic breakdown of the costs of each or any portion of the Work;
- (b) adjust the totals in a Bidder Submission where there are errors in extensions, additions or computations. In such cases, the unit prices shown shall govern;
- (c) reject any or all Bidder Submissions, accept a Bidder Submission which is not the lowest price, reject a Bidder Submission even if it is the only one received by the Agency; and cancel or suspend or delay this request for Bidder Submissions at any time either before or after the receipt of Bidder Submissions, following which the Agency may proceed as it determines in its sole discretion, including without limitation, negotiating with any one or more of the Bidders or any other person or entity for the performance of the Work under such terms and conditions as the Agency may decide in

Appendix 7.2 Standard Terms and Conditions for Bidders

- its sole discretion, or issuing a new request for Bidder Submissions on the same or modified terms, all without liability to itself;
- (d) if making an award of the Contract in its entirety or in part to one or more Vendors, make changes to the content of the Contract to address unforeseen circumstances which may have arisen during the bidding period, including but not limited to health, environmental, social or emergency events including but not limited to the COVID-19 pandemic, which require responses to ensure the health and safety of workers, the health of the public and of Agency staff, and the efficacy of the project are maintained at all times, if in doing so the best interests of the Agency will be served, and the Agency will assess the expected costs of such changes and make a contingency allowance for same, which the Vendor may claim costs against on a zero mark-up basis upon proof sufficient to the Agency, unless such changes are expected to be able to be accommodated by the Vendor without change to the Contract Price;
- (e) award the Contract in its entirety or in part, to one or more Vendors, if in doing so the best interests of the Agency will be served;
- (f) inspect and have a demonstration of the goods and/or services offered prior to award of a Contract and request evidence of experience, ability or financial standing;
- (g) waive formalities, technical defects, irregularities and omissions in a Bidder Submission, and may accept a Bidder Submission which does not comply with the formal requirements of the Document, if in doing so the best interests of the Agency will be served;
- (h) remove from the Agency's list of vendors the name of any vendor and/or Bidder for failure to accept a contract or for unsatisfactory performance or non-performance of a contract;
- (i) fully evaluate the Bidder Submission, which evaluation may include, without limitation, a review of references provided by the Bidder and of those that may be obtained by the Agency independently, past performance history of contracts between the Bidder and the Agency and/or between the Bidder and third parties, past completion history (including completion of full contract term, late or extended completion of contract and late delivery of goods or services), litigation and claims history of the Bidder (including previous, existing or potential litigation with the Agency or others and construction liens filed by the Bidder or subcontractors), delivery of incorrect services, customer service and responsiveness, or history of bidding unrealistic pricing, any of which may result in higher ultimate costs or other difficulties for the Agency, and to reject a Bidder Submission if the same is, in the Agency's sole opinion, unsatisfactory, or would not provide the best value to the Agency;
- (j) reject and disqualify any or all Bidder Submissions based on a Bidder's Vendor Performance Rating, status and standing as per the Agency's Vendor Performance Evaluations procedures, as amended from time to time;

Appendix 7.2 Standard Terms and Conditions for Bidders

- (k) seek further information and/or clarification, including without limitation a detailed price breakdown, from any Bidder after the closing time, for the purposes of assisting the Agency in interpreting and evaluating any Bidder Submission and in interpreting any inconsistencies which may appear in any Bidder Submission, and the Agency shall have the right to consider and rely on such further information and clarifications in evaluating the Bidder Submissions and awarding the Contract; and
- (l) either before, after or as a change to the terms of the Contract award, to temporarily suspend or to alter the timelines of the Contract delivery schedule or any other terms of the Contract in its sole discretion, in response to circumstances beyond the Agency's control or legislative changes or orders of a government, related to health (such as public health, occupational health and safety or construction safety), environmental, social or other emergent or unforeseen circumstances such as the COVID-19 pandemic.

4. Collusion and Conflict of Interest

- (a) A conflict of interest ("**Conflict of Interest**") is:
 - i) an interest, directly or indirectly, in the performance of the Contract, or in the supplies, work or business in connection with the said Contract, or in any portion of the profits thereof, or in any monies to be derived therefrom; or
 - ii) any actual, apparent or potential conflict of interest or existing business or other relationship with the Agency or any or any other party or person providing advice or services to the Agency with respect to the Contract or the Work or Services or any of their respective representatives that gives rise or might give rise to an unfair advantage.
- (b) By submitting a Bidder Submission, each Bidder represents and warrants that:
 - i) no member, officer or employee of the Agency or Council has or will have a Conflict of Interest; and
 - ii) the Bidder Submission is not made in collusion with any other Bidder making a Bidder Submission for the same goods and services and is, in all respects, fair and without fraud; and
 - iii) neither it nor any of its subcontractors nor any of their respective representatives has any Conflict of Interest.
- (c) Each Bidder acknowledges that it is within the Agency's discretion to determine whether a Conflict of Interest exists.
- (d) Should a Bidder give or offer any gratuity to or attempt to bribe any member of the Agency, or to commit collusion or fraud, the Agency shall be at liberty to reject the Bidder Submission or, if a Contract has been awarded, terminate the Contract forthwith, without liability to itself, and to rely upon the sureties as provided for.

Appendix 7.2 Standard Terms and Conditions for Bidders

- (e) By submitting a Bidder Submission for this Procurement Document, each Bidder thereby releases and forever discharges the Agency from any and all liability related to any determination the Agency may make regarding Conflicts of Interest, including any disqualification, prohibition, rejection or contract termination which may result therefrom.
 - (f) In addition to all other rights in this Procurement Document or otherwise available at law or in equity, the Agency may, in its discretion, immediately disqualify a Bidder Submission or may terminate any contract entered into in connection with or resulting from the Procurement Document, without liability, penalty or cost, upon giving notice to the Bidder if the Bidder or any of their respective representatives fails to disclose or has failed to disclose any Conflict of Interest.
- 5. Inconsistency, Conflicts and Omissions
 - (a) In the event of any inconsistency or conflict in the Document, the Bidder shall notify the Agency prior to the closing time.
 - (b) The Bidder shall not take advantage of any apparent error or omission in the Document. Any work not specified which is necessary for the proper performance and completion of any part of the Work contemplated, which may be implied as included in the Work, shall be done by the Vendor as if it had been specified and shall not be construed as a variation in the Work to be done, and shall not be subject to any claim by the Vendor for additional compensation.
- 6. Insurance

Bidders shall note that the Vendor shall maintain insurance as required by all applicable laws and regulations and shall maintain such further insurance as may be required by the Agency pursuant to the terms of the Contract. The Vendor shall furnish satisfactory proof of insurance when required by the Agency.
- 7. Confidential Information/Ownership and Disclosure of Bidder Submissions
 - (a) Each Bidder agrees to protect and maintain the confidentiality of all personal or other information, including all personal health information, that the Bidder accesses or of which the Bidder acquires knowledge of as a result of the services in this Contract, and agrees to use, collect, disclose, retain, protect and dispose of the personal (health) information only in accordance with all privacy legislation applicable to the Agency where it is acting on behalf of the Agency. Disclosure of any information shall be done only with the Agency's prior written consent. The provisions of the indemnity clause in this Contract apply to any breach of privacy or confidentiality in this clause. The Bidder shall ensure that its directors, officers, employees, agents, subcontractors and anyone else for whom it is responsible in law all adhere to the requirements of this section regarding privacy and confidentiality.
 - (b) The Agency, and the Agency's responsibilities under this Procurement Document and bid process, are subject to all applicable privacy legislation

Appendix 7.2 Standard Terms and Conditions for Bidders

including the *Municipal Freedom of Information and Protection of Privacy Act*, R.S.O. 1990 c.M.56, as amended (“MFIPPA”) and/or the *Personal Health Information Protection Act*, 2004 (“PHIPA”) with respect to the collection, use, disclosure, retention and protection of confidential, sensitive or personal (health) information under the Agency’s custody and control. Under an MFIPPA request, all documents provided to the Agency by the Bidder pursuant to the procurement process which led to this Contract, and the Contract itself and associated documents, may be required by law to be made available to a requesting member of the public, with the possible exception that the party submitting certain information requests that it be treated as confidential and that there is an appropriate exemption to disclosure in MFIPPA, or a non-disclosure requirement in either MFIPPA or PHIPA.

- (c) The Bidder Submissions, along with all correspondence, documentation and information provided to the Agency by any Bidder in connection with or arising out of the Bidder Submission, once received by the Agency, shall become the property of the Agency and may be appended to any agreement and/or purchase order with the successful Bidder. Bidders must identify in their Bidder Submissions any scientific, technical, proprietary, commercial or other confidential information, the disclosure of which could cause them injury.
 - (d) In public bids, the name of each Bidder and the lump sum price contained in their Bidder Submission shall be published on the Bidding System.
 - (e) Where award is to be made by Regional Council, the Peel Police Services Board or the Board of Directors of Peel Housing Corporation, information regarding all Bidder Submissions, including names of each Bidder, lump sum prices and the annual or overall value of the Contract and/or Bidder Submissions shall be included in public reports to Regional Council or the relevant Boards such that the information is released publicly. The Bidder acknowledges that the Agency cannot guarantee it can honour requests to keep Bidder information confidential in light of applicable law requirements, and also in light of the need for transparency and public disclosure where release of Bidder information in public Council reports related to a specific project or procurement process is necessary.
8. Governing Law
This Document, the Bidder Submission and the Contract shall be governed and construed in accordance with the laws of the Province of Ontario. In conducting its procurements, the Agency is subject to and intends to comply with all applicable trade agreements, including but not limited to the Comprehensive Economic Trade Agreement, Canadian Free Trade Agreement, and the Ontario-Quebec Trade and Cooperation Agreement.
9. Time is of the Essence
Time shall be in all respects of the essence of this Contract.

Appendix 7.4 Agreement for Professional Consulting Services

THIS AGREEMENT dated the ____ day of _____ 20__ (“the Agreement”)

FOR

PROFESSIONAL CONSULTING SERVICES

BETWEEN:

THE REGIONAL MUNICIPALITY OF PEEL

(the “Agency”)

-and-

[INSERT LEGAL NAME OF CONSULTANT ENTERING INTO THE CONTRACT]

(the “Consultant”)

WHEREAS the Agency intends to proceed with the **Engineering Services for Class Environmental Assessment, Detailed Design, Contract Administration and Inspection for Finch Stormwater Pumping Station Upgrades in Region of Peel, Project 16-4014** (hereinafter referred to as the “**Project**”);

AND WHEREAS the Consultant has agreed to perform certain professional consulting services in connection with the Project in accordance with the terms and conditions as hereinafter set forth;

NOW THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

1. **Definitions**

In addition to capitalized terms defined elsewhere in this Contract, the following terms have the following definitions:

- (a) **“Agency”** means The Regional Municipality of Peel, Peel Housing Corporation o/a Peel Living and any other government or agency or board on behalf of which The Regional Municipality of Peel is acting, as set out in the preamble of this Contract.

Appendix 7.4 Agreement for Professional Consulting Services

- (b) **“Construction Act”** means the *Construction Act*, R.S.O. 1990, Chap. C.30, as amended from time to time, including any successor legislation and including any regulations thereunder in force from time to time.
- (c) **“Consultant”** means the entity set out in the preamble of this Contract as the counterparty to the Agency. For clarity, references to “Vendor” in the Procurement Document mean the Consultant.
- (d) **“Contract”** means this Agreement in writing for professional services governing the performance of the Services and includes, without limitation, the schedules thereto, the Procurement Document (including the Standard Terms and Conditions), the Submission and the written document accepting the Submission (including any notice of acceptance or award).
- (e) **“Day”** or **“day”** means calendar days.
- (f) **“Drawings and Specifications”** has the same meaning as set out in section 10 of the Contract.
- (g) **“Procurement Document”** means the document describing the services to be purchased and the terms upon which the services are to be purchased and includes, without limitation, those documents referenced on the index of the Procurement Document and such addenda as may be issued by the Agency from time to time.
- (h) **“Project”** has the same meaning as set out in the preamble.
- (i) **“Services”** means the work or services to be undertaken by the Consultant pursuant to the provisions of the Contract.
- (j) **“Submission”** means the document as completed by the Consultant for the purpose of offering to sell to the Agency the goods and/or services specified in the Procurement Document.

2. **Services**

- (a) The Consultant shall supply to the satisfaction of the Agency, those services as set forth in Schedule “A” (Description of Services).
- (b) If the Terms of Reference of the Procurement Document require the Consultant to prepare procurement documents on behalf of the Region, the Consultant shall do so, as specified in Schedule ‘D’ (Guidelines for Consultants Preparing Bid Documents), and to the satisfaction of the Region.

Appendix 7.4 Agreement for Professional Consulting Services

- (c) The Consultant shall skillfully and competently perform the Services, with the standard of care, skill and diligence to be expected by reasonable, prudent professional engineers in the performance of services similar to those called for under this Contract, in accordance with sound business practices. The Consultant shall employ only skilled and competent staff who will be under the supervision of a senior member of the Consultant's staff.
- (d) The Consultant shall provide, at the sole cost and expense of the Consultant, save as otherwise provided in this Contract, all necessary equipment, analysis, transportation, accommodation, staff and technical assistance required in performing the Services.
- (e) The Consultant shall use the key personnel and such subconsultants as are referenced in the Submission. The Consultant may substitute such personnel or subconsultants or retain additional subconsultants only with the prior written approval of the Agency. The Agency reserves the right to require that any of the Consultant's personnel or other persons employed by the Consultant, including any subconsultant, in the performance of the Services be replaced. The Consultant shall replace such person or subconsultant immediately upon receipt from the Agency of notice in writing requiring it to do so.
- (f) The Consultant shall be solely responsible for the payment of any subconsultants employed, engaged or retained by the Consultant for the purpose of assisting it in the discharge of its obligations under this Contract.
- (g) The Consultant shall co-ordinate the services of all subconsultants employed, engaged or retained by the Consultant and, without limiting the generality of any of the provisions of this Contract, the Consultant shall be liable to the Agency for costs or damages arising from errors or omissions of such subconsultants or any of them.
- (h) The Consultant shall complete any portion or portions of the Services in such order as the Agency may require, and the Agency shall have the right to take possession of and use any completed or partially completed portions of the services completed by the Consultant as a result of the completion or partial completion of the Services, notwithstanding any provisions herein that are expressly or impliedly to the contrary.
- (i) The Consultant shall pay for all permits, licenses, approvals, and inspections required to perform the Services, and shall, in a timely manner, give all notices as required by, and comply with, all by-laws and regulations applicable to the Agency and the Services.

Appendix 7.4 Agreement for Professional Consulting Services

- (j) The Consultant shall comply with all laws, rules and regulations applicable to the provision of the Services including due to health, environmental, social, emergency or other factors including the COVID-19 pandemic regulatory measures.
- (k) The Consultant acknowledges that the Agency is entitled, in its sole and absolute discretion, to accept or reject Services which are substandard, defective, of inferior quality, or are otherwise not in accordance with the Contract, as the best interests of the Agency may require. The Consultant shall replace or reperform any defective Services to the satisfaction of the Agency.
- (l) The Consultant acknowledges and agrees that it and the Services shall be subject to the Agency's Consultant Performance Evaluation Procedure F35-39 (the "**Procedure**"), which is available at [f35-39consultant-performance-evaluation.pdf \(peelregion.ca\)](https://www.peelregion.ca/f35-39consultant-performance-evaluation.pdf). The Agency may amend the Procedure and all related information from time to time and the most up-to-date version shall form part of this Contract.
- (m) The Procedure and resulting evaluation shall provide a summary of the Consultant's performance. The information collected through the evaluation shall be used to provide feedback to the Consultant for performance improvements and/or acknowledge that the Consultant's performance is "Satisfactory" or "Exceeds Expectations". The Consultant's performance evaluation shall determine its eligibility or ineligibility to bid on future contracts of the Agency.

3. **Compensation**

- (a) Subject to the Construction Act, the Agency shall pay the Consultant for the Services performed by the Consultant pursuant to this Contract in accordance with the provisions set forth in Schedule "B" (Fees).
- (b) The Consultant shall perform all of the Services for the amount(s) set out in Schedule "B" (Fees) even if the rate of payment set forth in Schedule "B" (Fees) is based on an hourly, daily or other time-based rate, or if the value of the time spent by the Consultant in performance thereof exceeds the maximum amount specified in Schedule "B" (Fees). No such rate shall relieve the Consultant from performing all of the Services or reduce its obligation to one of performing only some or part of the Services.
- (c) The Consultant shall not seek increases to the amount(s) set out in Schedule "B" (Fees) for the Services based on changes to minimum wage or other legislative or regulatory amendments made under any statute. For clarity, the Consultant shall take on all risk and responsibility

Appendix 7.4 Agreement for Professional Consulting Services

for cost increases to the Services to be provided pursuant to this Contract due to legislative and regulatory changes.

- (d) Any item purchased and charged to the Agency's account shall be and remain the property of the Agency.
- (e) The Agency is subject to the payment of provincial sales and federal taxes imposed by the provincial and federal governments and, if required, the collection of any withholding tax for non-resident consultants.
- (f) The Agency shall have the right to retain, out of monies payable to the Consultant, the total amount outstanding from time to time of all claims arising out of the default of the Consultant in any of its obligations under this Contract. In the event of the Consultant's insolvency, the Agency shall have the additional right to retain, out of monies payable to the Consultant pursuant to this Contract or any other agreement between the Consultant and the Agency which has not been settled by the Consultant or its insurers, the total amount outstanding from time to time of all claims arising out of the default of the Consultant in any of its obligations to the Agency. For the purposes of this Section 3(f), a claim by the Consultant has been settled if payment has been made to and accepted by the claimant and a complete release obtained from it, or the claim has been fully investigated and a complete denial of liability has been made to and accepted by the claimant.

4. Invoicing

- (a) All invoices must meet the requirements of Section 3 and Schedule "B" (Fees), and be sent to the individual ordering the Services or as directed at the time of the order placement. Failure to do so will result in a delay of payment.
- (b) The Agency shall make payment via electronic funds transfer. The Consultant shall be required to provide the Agency with the application for Consultant's direct deposit form containing original signatures in ink, by return mail, fax or hand delivered, the following banking information:
 - (i) names of two officers of the Consultant, as well as their titles, e-mail addresses, fax numbers, and phone numbers;
 - (ii) the Consultant's mailing and remittance addresses; and
 - (iii) banking information, including a void cheque.
- (c) An officer with signing authority for the Consultant shall immediately notify the Agency of any changes to its banking information and provide to the

Appendix 7.4 Agreement for Professional Consulting Services

Agency requests from both of the Consultant's officers named pursuant to Section 4(b)(i) to accept this change.

5. **Contract Documents**

- (a) The contract documents (the "**Contract Documents**") consist of the Contract and the following documents, which are incorporated by reference and are included with and form part of this Contract:
 - the Procurement Document;
 - the Submission;
 - any change orders signed by the Agency.
- (b) In the event of a conflict between the Contract Documents the order of priority from the highest to the lowest shall be:
 - (i) any change orders signed by the Agency pursuant to the terms of the Contract;
 - (ii) the main body of the Contract;
 - (iii) the schedules to the main body of the Contract;
 - (iv) the Procurement Document; and
 - (v) the Submission.
- (c) The Consultant shall promptly notify the Agency of any inconsistency or conflict between the Contract Documents as well as between the Contract Documents and the Drawings and Specifications. The Consultant shall not take advantage of any apparent error or omission in the Contract Documents. Any services not specified which is necessary for the proper performance and completion of any part of the Services contemplated and which may be implied as included in the Services shall be done by the Consultant as if they had been specified; shall not be construed as a variation in the Services to be done, and shall not be subject to any claim by the Consultant for additional compensation.

6. **Changes, Alterations and Additional Services**

- (a) The Agency may in writing at any time before or after the execution of this Contract or at any time before or after the commencement of the Services, delete, vary or otherwise alter (without extending or increasing) the Services, and may, with the consent of the Consultant, extend or

Appendix 7.4 Agreement for Professional Consulting Services

increase the Services. If such action by the Agency results in an increase or decrease in the cost of the Services, unless provided for otherwise in this Contract, the cost of the Services shall be adjusted in such amount as shall be agreed upon between the parties in advance, in writing. Any such deletion, variation or alteration to the Services will be documented in a change order as set out in this Section.

- (b) If the Agency or the Consultant propose changes to the Services, the Consultant shall promptly provide to the Agency a written quote specifying the change in the Services, any resulting increase or decrease in the fees, and any resulting impacts on the Schedule.
- (c) Once the Agency has approved the Consultant's quotation in writing, the change shall be recorded as a change order signed by the Agency.
- (d) For clarity, the Consultant shall not implement any proposed changes to the Services without the Agency's written acceptance of the Consultant's quotation. The Agency shall have no obligation to pay the Consultant for any increased fees as a result of services provided by the Consultant in the absence of a change order signed by the Agency, and any such services shall be at the Consultant's sole cost and expense.

7. Construction Act

Notwithstanding any provision of this Contract, but subject to the Construction Act,

- (i) no sum shall be payable by the Agency to the Consultant pursuant to this Contract if, at any time such sum would otherwise be payable, a claim for lien has been registered against the Project lands, or has been otherwise preserved pursuant to the Construction Act, or the Agency has received a notice of lien, in relation to the Services; and
- (ii) where any sum which would otherwise be payable by the Agency to the Consultant is not so payable because a claim for lien has been registered or otherwise preserved pursuant to the Construction Act, or the Agency has received notice of a lien in relation to the Services, such sum shall be payable to the Consultant only at such time when all liens which may be claimed against that sum have expired or been satisfied, discharged or vacated by an order made pursuant to a payment into court in accordance with the Construction Act. In the event that the Consultant fails or refuses to vacate or discharge a construction lien within the time prescribed above, if the Agency receives a notice of lien in relation to the Services, the Agency shall, at its option, be entitled to take all steps necessary to vacate and/or discharge the lien, and all costs and expenses incurred by the Agency in so doing (including, without limitation,

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legal fees on a full indemnity basis, disbursements, the cost of any security to vacate the lien and any payment which may ultimately be made out of or pursuant to security posted to vacate the lien) shall be for the account of the Consultant, and the Agency may deduct such amounts from amounts otherwise due or owing to the Consultant. If the Agency vacates the lien, it shall be entitled to retain all amounts it would be required to retain pursuant to the Construction Act if the lien had not been vacated.

8. Occupational Health and Safety Act and WSIB

- (a) Without limiting the generality of Section 2(j), the Consultant shall comply with the *Occupational Health and Safety Act*, R.S.O. 1990, c. O. 1, as amended, and all regulations made thereunder (the “OHSA”), including, without limitation, all obligations of the Consultant as “employer” under the OHSA. The Consultant shall ensure that the Services are carried out in accordance with the OHSA and shall comply with all requirements thereunder, including, without limitation, the duties to provide a safe workplace, provide information and educate workers on workplace hazards, appoint a competent supervisor, prepare and provide a health and safety policy, implement a comprehensive health and safety program to support the policy and to take every reasonable precaution to protect the safety of workers.
- (b) The Consultant clearly understands and agrees that it is not, nor is anyone hired by it, covered by the Agency under the *Workplace Safety and Insurance Act*, S.O. 1997, c.16, Sch.A., as amended and the Consultant shall be responsible for and shall pay all dues and assessments payable under the *Workplace Safety and Insurance Act*, the *Employment Insurance Act*, S.C. 1996, c.23 or any legislation, whether provincial or federal, in respect of itself, its employees and operations, and shall furnish the Agency, if requested, with such satisfactory evidence that it has complied with the provisions of any such legislation. If the Consultant fails to do so, the Agency shall have the right to withhold payment of such sum or sums of money due to it that would be sufficient to cover its default and the Agency shall have the right to pay same. The Agency is not the employer of the Consultant or its personnel under any circumstances whatsoever.
- (c) In addition to the requirements of Schedule “C” (Information for Proper Invoice) hereto, the Consultant shall, both prior to commencing Services, submit a clearance certificate from the Workplace Safety and Insurance Board to the Agency that all assessments or compensation have been paid. The Agency may, at any time, request a further declaration that all such assessments of compensation have been paid.

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- (d) The Consultant must have valid Workplace and Safety Insurance Board Coverage and will be required to submit a current Clearance Certificate within seven Days of the date first set out above.

9. Insurance

- (a) In addition to insurance which the Consultant is required to maintain in accordance with applicable law, the Consultant shall obtain and maintain, at its own expense, the following insurance coverage:
 - (i) Commercial General Liability Insurance
From the time of commencement of performance of the Services until the completion of the Services, the Consultant shall continuously maintain Commercial General Liability Insurance including bodily injury and death, personal injury, property damage including loss of use thereof, contractual liability, non-owned automobile liability, owner's and contractor's protective, products and completed operations and employer's liability, with coverage including the activities and operations conducted by the Consultant and those for whom the Consultant is responsible in law. These policies shall be: (1) written on an occurrence basis with coverage for any one occurrence or claim of not less than \$2,000,000 (2) will contain cross liability and severability of interests clauses of standard wording, (3) will name the Agency as an additional insured to the policy. The vendor is responsible for payment of any loss or losses within the deductible or self-insured retention.
 - (ii) Professional Liability / Errors & Omissions Insurance
From the time of commencement of performance of the Services until three years following the completion of all services rendered by the Consultant to the Agency in connection with the Project, the Consultant shall continuously maintain Professional Liability Insurance in an amount of not less than \$2,000,000 per claim or occurrence. The coverage under this policy shall cover losses arising out of an error or omission in the rendering of or failure to render the Services in connection with the Project at any time including at any time prior to the execution of this Contract.
- (b) All policies of insurance shall be written with an insurer licensed to do business in the Province of Ontario and shall be in form and content acceptable to the Agency acting reasonably. All policies shall be non-contributing with and will apply only as primary and not excess to any other insurance available to the Agency. The coverage provided by these policies will not be changed or amended in any way nor cancelled by the Consultant until 30 Days after written notice of such change or

Appendix 7.4 Agreement for Professional Consulting Services

cancellation has been personally delivered to the Agency, and all policies of insurance shall contain an undertaking by the insurers to notify the Agency in writing not less than 30 Days prior to any material change, cancellation, lapse or termination of the policies.

- (c) The Consultant shall, within seven Days of the date first set out above, provide evidence of the insurance coverage referred to in this Contract in the form of an original signed Certificate of Insurance satisfactory to the Agency; and from time to time, as such coverage expires or is replaced, the Consultant shall provide original signed Certificates of Insurance evidencing renewals or replacements thereof satisfactory to the Agency. The Agency may retain all Certificates of Insurance indefinitely.
- (d) The Consultant's failure to provide evidence of and maintain the above insurance entitles the Agency to terminate the Contract upon notice to the Consultant or withhold payments.

10. **Drawings and Specifications**

- (a) Subject to payment by the Agency in accordance with the terms of this Contract, all plans, drawings, designs, details, models, specifications, reports, maps, records, deliverables and other documents and information, including without limitation, record drawings prepared or developed by the Consultant in the course of the performance of the Services (the "**Drawings and Specifications**") shall be and remain the sole property of the Agency.
- (b) The Consultant hereby grants to the Agency, or agrees to obtain for the Agency, a perpetual, irrevocable, royalty-free, cost-free license to forever use, reproduce, distribute and modify the Drawings and Specifications for the purposes of the Project, for future operation and maintenance of the Project in connection with modifications to and expansion of the Project, and/or in connection with any other project undertaken by the Agency. The Consultant shall obtain such rights from all of its consultants, and obligate such consultants to obtain such rights from all of their subconsultants, so that the Consultant can grant the above-noted license.

11. **Patents**

The Consultant hereby grants to the Agency, or agrees to obtain for the Agency, a perpetual, irrevocable, non-exclusive, royalty-free, cost-free license to use any concept, product or process, which is patented or patentable, trademarked or capable of being trademarked, resulting from the Services rendered by the Consultant in connection with the Project, for the purposes of the Project, for future operation and maintenance of the Project or in connection with modifications to and expansion of the Project. The Consultant shall obtain such

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rights from all of its consultants, and obligate such consultants to obtain such rights from all of their subconsultants so that the Consultant can grant the above-noted license.

12. **Confidential Information/Ownership and Disclosure of Consultant Submissions**

- (a) The Consultant agrees to protect and maintain the confidentiality of all personal or other information, including health information, that the Consultant accesses or of which the Consultant acquires knowledge of as a result of the Services and agrees to use, collect, disclose, retain, protect and dispose of the personal, including health, information only in accordance with all privacy legislation applicable to the Agency where it is acting on behalf of the Agency. Disclosure of any information shall be done only with the Agency's prior written consent. The Consultant shall ensure that its directors, officers, employees, agents, subcontractors and anyone else for whom it is responsible in law all adhere to the requirements of this section regarding privacy and confidentiality.
- (b) The Agency, and the Agency's responsibilities under this Contract, are subject to all applicable privacy legislation including the *Municipal Freedom of Information and Protection of Privacy Act*, R.S.O. 1990 c.M.56, as amended ("**MFIPPA**") and/or the *Personal Health Information Protection Act*, 2004 ("**PHIPA**") with respect to the collection, use, disclosure, retention and protection of confidential, sensitive or personal, including health, information under the Agency's custody and control. Under an MFIPPA request, all documents provided to the Agency by the Consultant pursuant to the procurement process which led to this Contract, and the Contract itself and associated documents, may be required by law to be made available to a requesting member of the public, with possible exceptions if the party submitting the information requests that the information be treated as confidential and there is an appropriate exemption to disclosure in MFIPPA, or if a non-disclosure requirement exists in either MFIPPA or PHIPA.
- (c) Consultant must identify any scientific, technical, proprietary, commercial or other confidential information, the disclosure of which could cause it injury.
- (d) The Consultant acknowledges that the Agency cannot guarantee it can honour requests to keep Consultant information confidential in light of applicable law requirements, and also in light of the need for transparency and public disclosure where release of Consultant information in public Council reports related to a specific project or procurement process is necessary.

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13. **Records and Audit**

- (a) The Consultant shall keep and maintain full, detailed and complete records and accounts of all of its costs in accordance with the Agency's requirements, including without limitation, records of the hours worked by and charge out rates associated with its staff employed for the purposes of the Project.
- (b) The Agency or its agent at all reasonable times may inspect, audit, and obtain photocopies of all such records, including books, accounts, receipts, timesheets, correspondence and memoranda pertaining to the Services.
- (c) Unless specifically indicated otherwise in Schedule "B" (Fees) or Schedule "C" (Information For A Proper Notice), when claiming reimbursement of expenses, the Consultant shall submit to the Agency detailed expense sheets, copies of receipts, invoices and all such documents and materials in respect of such expenses.

14. **Inspection**

The Agency, or persons authorized by the Agency, shall at all times have access to the work site to monitor the progress of the Consultant and shall have the right, at all times, to inspect or otherwise review the Services performed, or being performed and the premises where they are being performed.

15. **Reporting of Progress**

Unless specifically indicated otherwise in this Contract, the Consultant shall provide the Agency with a written report showing the portion of the Services completed in the preceding month, in accordance with the terms of the Submission, and as may be otherwise reasonably requested by the Agency.

16. **Schedule**

- (a) The Consultant shall perform the Services (including all portions thereof) and shall deliver such Drawings and Specifications and deliverables required in performance of the Services in a timely manner and within the timelines set out in the Submission (hereinafter the "**Schedule**").
- (b) No change or adjustment to the Schedule shall be permitted unless the Consultant obtains the prior written agreement of the Agency to such change or adjustment.
- (c) The Region has the right, in its sole discretion, upon written notice to the Consultant, to temporarily suspend or to alter the Schedule in response to

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circumstances beyond the Region's control or legislative changes or orders of a government, related to health (such as public health, occupational health and safety or construction safety), environmental, social or other emergent or unforeseen circumstances such as the COVID-19 pandemic. The terms of section 16 below shall apply to any suspension or Schedule alteration the Region requires under this section.

17. No Contracting for Construction

Neither the Consultant nor any person, firm or corporation associated or affiliated with or subsidiary to the Consultant shall tender for the construction of the Project, or have an interest either directly or indirectly in the construction of the Project.

18. Term and Suspension or Termination

- (a) The term of this Contract is for the duration of the Project as more fully described in the Procurement Document.
- (b) The Agency may at any time by notice in writing to the Consultant, suspend or terminate the Services or any portion thereof, with or without cause, in its sole and absolute discretion, and without any liability to itself, and thereupon:
 - (i) the Agency shall, unless such termination is due to any breach or default under this Contract by, or any negligence on the part of, the Consultant, be liable for payment to the Consultant for those monies attributable to the part of the Services performed to the satisfaction of the Agency to the earlier of the date of failure or termination specified in such notice or of the date of receipt of such notice by the Consultant;
 - (ii) the Consultant shall have no claim, including for any loss or damages, against the Agency except for payment for such of the Services performed in accordance with the terms of this Agreement as described in Section 18(c)(i) hereof;
 - (iii) the Consultant shall immediately discontinue the Services on the date and to the extent specified in the notice and shall place no further orders for materials or services for the terminated or suspended portion of the Services;
 - (iv) in the event that the Agency suspends the performance of the Services in whole or in part, the Consultant shall resume performance thereof if and to the extent that such suspension is lifted by written notice from the Agency; and

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- (v) nothing contained herein shall limit the rights of the Agency to recover damages or to pursue such other remedies from the Consultant to which the Agency may be entitled, arising from the failure of the Consultant to perform the Services satisfactorily or in accordance with the terms of this Contract.

Subject to the above, where the Consultant fails to comply with any of its obligations under the Contract, the Agency may issue a rectification notice to the Consultant setting out the manner and time frame for rectification. Within fifteen (15) business days of receipt of that notice the Consultant shall either (a) comply with the rectification notice; or (b) provide a rectification plan satisfactory to the Agency. If the Consultant fails to either comply with the rectification notice or provide a satisfactory rectification plan, the Agency may immediately terminate the Contract.

- (c) Notwithstanding Section 18(b), in the event that the Agency terminates this Contract for (i) the Consultant's or its subconsultants' or subcontractors' breach of applicable law, including the giving or offering of any gratuity to or attempting to bribe any member of the Agency, or attempting to commit collusion or fraud, or (ii) for a Conflict of Interest, the Agency shall not be required to pay to the Consultant any unpaid amounts under this Contract.
- (d) Upon the completion, termination or suspension of this Contract for any reason whatsoever, the Consultant shall promptly deliver to the Agency all Drawings and Specifications used or prepared by the Consultant in connection with the Project, including all originals in the possession of the Consultant and anyone employed or engaged by the Consultant or anyone on the Consultant's behalf, and all electronic files. In the event that the Consultant fails to comply with its obligations hereunder, the parties herein agree that the Agency shall be entitled, in addition to any other remedies to which it may be entitled, to appropriate equitable relief, including, without limitation, the remedy of specific performance as money damages will be an inadequate remedy with respect to the receipt of such Drawings and Specifications by the Agency.
- (e) Upon a termination, the Agency may publish a notice of termination in the form and manner prescribed in the Construction Act. For greater certainty, a termination in accordance with this Section 18 or this Contract will be effective whether or not a notice of termination is published.

19. Damages

If the Consultant fails, neglects or refuses at any time to supply all Services to the Agency as specified in the Contract, or fails, neglects or refuses to replace the Services rejected by the Agency, then the Agency shall be entitled to procure

Appendix 7.4 Agreement for Professional Consulting Services

such services elsewhere and to charge all costs incurred by it to the Consultant as damages and to deduct the same from the monies due, or to become due to the Consultant, or to collect such costs from the Consultant by any other method permitted by law.

20. **Indemnification**

- (a) The Consultant shall indemnify and save harmless the Agency, its elected officials, officers, directors, Councillors, Chair, Board Members, servants, employees, agents, contractors, and successors and assigns (the “**Indemnified Parties**”), from and against all claims, demands, actions, losses, damages, suits, proceedings, expenses, costs, including all legal fees and disbursements, of every nature and kind whatsoever which the Indemnified Parties may suffer, arising out of, or attributable to:
 - (i) the acts or omissions of the Consultant, its officers, directors, servants, employees, agents, successors, assigns, and anyone for whom at law the Consultant is responsible, in the performance of the Services;
 - (ii) any breach of the obligations of the Consultant under this Contract;
 - (iii) any action, including the registration or other preservation of a claim for lien, brought pursuant to the Construction Act in respect of the provision of the Services;
 - (iv) any claim made against the Agency for the payment of any statutory holdbacks that the Agency may be required to retain under the Construction Act in respect of the provision of the Services, should the Agency fail or decline to retain such holdbacks from payments made to the Consultant; and
 - (v) the use of any composition, secret process, invention, copyright, patent, intellectual property, article or appliance, furnished, used or supplied in the performance of the Contract, of which the Consultant is not the owner, patentee, assignee or licensee.
- (b) For greater certainty, and without limiting the intent of any other terms of this Contract, the obligations of the Consultant in subsection 20(a) shall survive the completion of the Services in whole or in part and the termination of the Contract.

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21. Dispute Resolution

- (a) In the event of a dispute relating to matters that may be the subject of adjudication under the Construction Act arising prior to the completion of the Services, the parties may adjudicate such dispute in accordance with the Construction Act.
- (b) If mediation, arbitration or court proceedings were commenced prior to the delivery of a notice of adjudication under the Construction Act relating to the same matter, the parties agree that such mediation, arbitration or court proceedings will not be paused, withdrawn, or discontinued during such adjudication, unless the parties otherwise agree in writing.

22. Collusion and Conflict of Interest

- (a) The Consultant represents, warrants, and covenants to the Agency as follows:
 - (i) that no member, officer or employee of the Agency or the Council has or will have a Conflict of Interest; and
 - (ii) that neither it nor any of its subconsultants nor any of their respective representatives has a Conflict of Interest.
- (b) The Consultant acknowledges that it is within the Agency's discretion to determine whether a Conflict of Interest exists.
- (c) The Consultant hereby releases and forever discharges the Agency from any and all liability related to any determination the Agency may make regarding Conflicts of Interest, including any termination of this Contract which may result therefrom.

23. Force Majeure

In the event that performance of any or all of a party's obligations under the Contract is made impossible by an occurrence, circumstance, or cause beyond the control of the party affected, then such party shall immediately notify the other in writing. In such event, the Agency may (1) terminate the Contract forthwith with liability to pay the Contractor only for work completed prior to the termination, (2) suspend or delay performance of the work until the occurrence abates with no Contract price change, or (3) authorize the Vendor to continue the performance of the Contract with such adjustments to the work as may be required by the occurrence in question, but with no increase to Contract price. Delays in or failure of performance by either party under the Contract shall not constitute default hereunder nor give rise to any claim for increased Contract price or damages if such delay or failure is caused by occurrences beyond the

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control of the party affected, including, but not limited to, orders or other acts of Governments, acts of God, outbreaks of communicable disease resulting in government action, fires, floods, riots, war, rebellion, unusual delay by common carriers or unavoidable casualties, sabotage, and atomic or nuclear incidents, unless by exercise of reasonable effort or foresight they could have been avoided or mitigated. Notwithstanding the foregoing, default or breach under a party's contract with others, lack of finances, adverse or inclement weather or climatic conditions short of a declared state of emergency, strikes, lockouts, and other concerted acts by workers shall not be deemed to be causes beyond a party's control. For greater certainty, if a party is capable of performing its obligations under the Contract notwithstanding the existence of any of the aforementioned events, such party will not be excused from the performance of its obligations.

24. Assignment

The Consultant shall not assign this Contract or any part thereof without obtaining the prior written consent of the Agency.

25. Amendments

This Contract, including all documents referenced in Section 5, sets forth all the terms, obligations, covenants, promises, agreements, conditions and understandings between the parties, and there are no covenants, promises, agreements, conditions or representations, either oral or written, between them other than as stated herein. No amendment to this Contract shall be binding upon the parties unless in writing and signed by both of them.

26. Remedies Cumulative

- (a) The rights and remedies of the Agency as set forth in any provision of the Contract shall not be exclusive and are in addition to any other rights or remedies provided by law or in equity.
- (b) The exercise of any remedy provided by the Contract does not relieve the Consultant or its sureties from any liability under the Contract.
- (c) The Agency may take such steps as it considers necessary to remedy any breach of the Contract and any damages or expenditures thereby incurred by the Agency plus a reasonable allowance for overhead may be collected by the Agency in any manner provided for in the Contract or otherwise available in law.
- (d) The failure of either the Agency or the Consultant to insist upon strict performance of any provisions of the Contract shall not be construed as a waiver or relinquishment of the right to insist upon strict performance of such provisions on any future occasion.

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27. **Severability**

In the event that any provision of the Contract is held invalid, illegal or unenforceable, the remaining provisions of the Contract will not be affected and shall continue in full force and effect.

28. **Governing Law**

This Contract and each of the documents contemplated by or delivered under or in connection with this Contract shall be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein and shall be treated in all respects as an Ontario contract. The parties hereby irrevocably and unconditionally attorn to the jurisdiction of the courts of the Province of Ontario and all courts competent to hear appeals therefrom.

29. **Time**

Time shall be in all respects of the essence of this Contract.

30. **Execution of Agreement**

If applicable, the parties agree that the execution of this Agreement may be facilitated through facsimile or electronic means and/or this Agreement may be executed in several counterparts and any such facsimile or electronic copy and any such counterpart shall be deemed to be an original agreement, and such facsimile or electronic copies or such counterparts together shall constitute one and the same agreement and shall have the same force and effect as an executed original.

If applicable, the parties agree that the execution of the form of agreement by either party may be facilitated through an electronic approvals process (the “**Approval Process**”) whereby an e-mail confirmation is provided by the signing party to the other party to evidence the execution of the agreement and binds the individual/corporation, which e-mail confirmation shall be attached to this agreement and shall have the same force and effect as an executed original. Each of the parties shall maintain a record of such electronic documents pursuant to this Approval Process and shall provide an executed copy of the agreement to the other party with a wet signature, within a reasonable time following the termination of the Declaration of Emergency by the Province of Ontario in relation to the COVID-19 pandemic (the “**Declaration**”). This Approval Process shall apply only to the extent that this agreement is executed during the period in which the Declaration is in effect.

The Approval Process involves one party sending an email confirmation to the other party in the following format, as applicable:

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In the case of the Vendor:

<INSERT COUNTERPART NAME>	
APPROVAL DATE:	MM DD YYYY

I, <Full Name and Title> confirm that I have the authorization of <Insert Counterpart Name> to enter into the attached <Agreement/Contract Name> on behalf of <Insert Counterpart Name> with The Regional Municipality of Peel. The <Insert Counterpart Name> agrees to the terms and conditions set out in the attached <Agreement/Contract Name>. I, <Full Name and Title> agree to sign all original documents with wet signatures once the declaration of emergency is terminated. I, <Full Name and Title> have the authority to bind the corporation.

In the case of the Agency/Region:

THE REGIONAL MUNICIPALITY OF PEEL (or as applicable, with suitable changes)	
APPROVAL DATE:	MM DD YYYY

I, <Full Name and Title> confirm that I have the authorization of Regional Council of The Regional Municipality of Peel to enter into the attached <Agreement/Contract Name> on behalf of The Regional Municipality of Peel pursuant to <Insert Resolution or By-law Number when applicable for Non-Routine documents> and Document Execution By-law32-2017 as amended by By-law 6-2020. The Regional Municipality of Peel agrees to the terms and conditions set out in the attached <Agreement/Contract Name>. I, <Full Name and Title> agree to sign all original documents with wet signatures once the declaration of emergency is terminated. I, <Full Name and Title> have the authority to bind the corporation.

31. Notices

- (a) Any notice to be given under the terms of this Contract shall be deemed to be sufficiently and effectually given if delivered by hand or mailed by prepaid registered post, or sent by facsimile transmission, addressed as follows:

In the case of the Agency:

The Regional Municipality of Peel
10 Peel Centre Drive, Suite A
Brampton, Ontario
L6T 4B9
Fax Number: (905)
Attention: Commissioner of Public Works

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In the case of the Consultant:

Consultant's Name:

Address:

Fax Number:

Attention:

or to such other address or number of which either party may from time to time notify the other in writing.

- (b) If any such notice is so given, it shall be conclusively deemed to have been given and received on the date of delivery if delivered, on the next business day if transmitted by facsimile transmission, and on the fifth Day following the mailing thereof, if sent by mail as aforesaid.

[Signature page follows]

Appendix 7.4 Agreement for Professional Consulting Services

IN WITNESS WHEREOF the Agency and the Consultant have signed this Contract by their officers duly authorized in that behalf as of the first date set out above.

in the presence of:

) **The Consultant**
)
)
)
)
) **Name:** _____
) **Title:** _____
)
)
)
) **Name:** _____
) **Title:** _____
)
)
) **I/We have authority to bind the Corporation**
)
)
)
) **The Regional Municipality of Peel**

Document Execution# _____ I/We Have Authority To Bind The Regional Corporation
--

)
)
) _____
) **Name:** _____
) **Title:** _____
)
)
)
) _____
) **Name:** _____
) **Title:** _____
)
)
) **I/We have authority to bind the Corporation**

Appendix 7.4 Agreement for Professional Consulting Services

SCHEDULE 'A' - DESCRIPTION OF SERVICES

to the Contract between
The Regional Municipality of Peel
and _____, dated _____

The Consultant shall provide the Services more particularly described herein, ensuring that the Project approach, staffing, organization, methodology and schedule are in accordance with the Submission.

Services:

1. The Consultant's basic Services are as described in the Procurement Document.

The Consultant's basic Services are the following: Engineering Services for Class Environmental Assessment, Detailed Design, Contract Administration and Inspection for Finch Stormwater Pumping Station Upgrades as detailed in Document 2021-712P.

2. The Consultant acknowledges and agrees that, as part of the Services, if specified in the Procurement Document, it will have responsibility for the coordination of the work and services of other consultants engaged by the Agency for the Project, including but not limited to oversight and supervision of such consultants.
3. As part of the Consultant's basic Services, the Consultant shall perform the following services with respect to certification of construction work and services performed or products and materials supplied (the "**Construction Work**"), and payments due, under the construction contract (the "**Construction Contract**") between the Agency and its construction contractor(s) for the Project (the "**Construction Contractor**"):
 - (a) review the Construction Work and promptly notify the Agency and the Construction Contractor of any defects or deficiencies in the Construction Work;
 - (b) on a monthly basis (or on such other timeline as set out in the Construction Contract), review all draft and final invoices and applications for payment received from the Construction Contractor under the Construction Contract for the Project and ensure that final applications for payment conform to the Agency's requirements for a proper invoice, as set out in Schedule "C" (Information For A Proper Notice) hereto (each, a "**Proper Invoice**").
 - (c) review the Construction Work, and determine the amounts owing to the Construction Contractor under the Construction Contract based on the

Appendix 7.4 Agreement for Professional Consulting Services

Consultant's observations and evaluation of the Construction Contractor's proper invoice;

- (d) within 7 Days of the receipt of a Proper Invoice by the Agency, issue certificates for payment in the value, proportionate to the amount of the Construction Contract and the Construction Contractor's schedule of values (if applicable), of Construction Work performed without deficiencies;
- (e) if the prompt payment rules of the Construction Act apply to the Construction Contract, and if the Consultant's certificate for payment is for less than the full amount of the Proper Invoice, within 7 Days of the receipt of a Proper Invoice by the Agency, notify the Agency in writing that the full amount of the Proper Invoice has not been certified, along with all of its reasons for not so certifying, and provide the Agency with a draft notice of non-payment in the form prescribed by, and which conforms to, the Construction Act for the uncertified amounts of the Proper Invoice;
- (f) determine the date of substantial performance of the work in accordance with the Construction Contract and the Construction Act, and, if the Consultant agrees with the Construction Contractor that substantial performance has been attained, issue a certificate of Substantial Performance of Contract in the form prescribed under the Construction Act;
- (g) issue a certificate for release of statutory holdback after the expiry of all applicable lien periods;
- (h) within 35 Days of the publication of the certificate of Substantial Performance, notify the Agency in writing if the full amount of the statutory holdback has not been certified for release, along with all of its reasons for not so certifying, and provide the Agency with a draft notice of non-payment of holdback in the form prescribed by, and which conforms to, the Construction Act for the uncertified amounts of the certificate for release of statutory holdback;
- (i) assist in the publication of the notice of non-payment of holdback in accordance with the Construction Act;
- (j) verify the validity of the construction contractor's application for final payment and issue a certificate of final payment;
- (k) if applicable, issue payment certificate for release of warranty security holdback after one year from the date of substantial performance;
- (l) if the Construction Contract includes multiple improvements on non-contiguous lands, and if, after consultation with the Consultant, the Agency has chosen to deem each such improvement to be under a separate contract, then the Consultant will perform its certification work in relation to

Appendix 7.4 Agreement for Professional Consulting Services

substantial performance, release of holdback and completion for each such improvement;

- (m) prepare change orders and change directives for the Agency's review and approval in accordance with the procedures and timelines set out in the Construction Contract;
- (n) at the request of the Agency, promptly assist the Agency with the resolution of any disputes with the Construction Contractor in the first instance, including providing interpretation of documents and work in the first instance, but not including assistance or services in relation to formal arbitration or adjudication services;
- (o) at the request of the Agency, in addition to the Services and in consideration for payment based on the Consultant's time and rates in accordance with Schedule "B" (Fees), promptly assist the Agency with the resolution of any disputes with the Construction Contractor that are the subject of formal arbitration or adjudication proceedings, including:
 - (i) providing notices of arbitration and adjudication, or responding to same, on behalf of the Agency in accordance with the process and timelines in the Construction Act or its regulations, including preparing witness or expert statements and reviewing same from the Construction Contractor; and
 - (ii) where experts or administrators are required to attend the Project site, and if requested by the Agency, attend the Project site at the designated time and be present during these site visits.

Appendix 7.4 Agreement for Professional Consulting Services

SCHEDULE 'B' - FEES

to the Contract between
The Regional Municipality of Peel
and _____, dated _____

FEES

1. The Agency shall pay the Consultant a fee for the Services, calculated on a time basis, provided however, that the total fees for the Services, exclusive of disbursements and HST, shall not exceed the sum of _____.
Notwithstanding the foregoing, if the Agency requests the Consultant's assistance with dispute resolution with the construction contractor in writing in accordance with Schedule "A" (Description of Services), the Agency shall pay the Consultant in accordance with the provisions of section 2 of this Schedule for such services.
2. Fees on a time basis for personnel, staff or personnel classifications specifically identified in the Submission shall be billed by the Consultant in accordance with the hourly or per diem flat rates indicated therein. Billing rates for staff or classifications other than those identified in the Submission shall be submitted by the Consultant to the Agency for review and are subject to the approval of the Agency.
3. In addition to the fee, and subject to the Procurement Document and the conditions herein, the Consultant shall be reimbursed for those disbursements incurred and required in connection with the Services, provided, however, that the total amount of disbursements to be paid by the Agency shall not exceed the sum of _____. Reimbursement of disbursements shall be subject to the following conditions:
 - (i) Disbursements shall be paid at cost;
 - (ii) Automobile travel costs, when payable, shall be paid on the same basis and at a rate that does not exceed that paid to the Agency's employees, and shall not include charges related to the use of Highway 407;
 - (iii) Charges pertaining to use of personal computers (laptops) or cell phones are not permitted;
 - (iv) Meal costs are not permitted; and

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- (v) Overtime premium costs are not reimbursable.
- 4. The Consultant shall submit monthly invoices properly prepared in a form acceptable to the Agency, showing details of the portion of the Services completed and the hours expended by the Consultant's staff and subconsultants and their staff in carrying out the Services covered by the said invoice, and, subject to the statutory holdback under the Construction Act, if applicable, the Agency shall pay monthly such invoices properly prepared and submitted, within 28 Days of receipt. In the event that a portion of a fee or invoice is disputed, the Agency shall pay the undisputed portion thereof within 28 Days of receipt of the invoice, and, as necessary, provide the Consultant with a notice of non-payment for the disputed portion in the form and manner prescribed by the Construction Act, if applicable.

Appendix 7.4 Agreement for Professional Consulting Services

SCHEDULE 'C' - INFORMATION FOR A PROPER INVOICE

to the Contract between
The Regional Municipality of Peel
and _____, dated _____

Unless otherwise stated in the Construction Contract, the Construction Contractor's applications for payment under the Construction Contract for the Project shall be made to the Consultant in accordance with the agreement between the Agency and the Construction Contractor for the Project and be in a form, and contain such information, that may be required for the application or payment to constitute a "proper invoice" under the Construction Act, including the following:

1. All of the information specified to be included in a proper invoice as set out in section 6.1 of the Construction Act, namely:
 - a. the Contractor's name and address;
 - b. the date of the application for payment and the period during which the Work was performed;
 - c. information identifying the authority, whether in the Contract or otherwise, under which the Work was performed;
 - d. a description, including quantity where appropriate, of the Work performed and Products supplied;
 - e. the amount payable for the Work performed, and the payment terms; and
 - f. the name, title, telephone number and mailing address of the person to whom payment is to be sent;
2. an original statutory declaration in the form of CCDC 9A, or other form of statutory declaration that includes the same unqualified declaration, certifying that all accounts of the Contractor have been paid in full, less only the amounts of holdback due to them for the relevant dates, that all liabilities incurred by the Contractor and its subcontractors and suppliers in carrying out the Contract have been discharged and that all liens under the Contract have expired or have been satisfied, discharged or provided for by payment;
3. the total amount of expenditures to date and the total estimated expenditures to be made for the remaining balance of the Work;
4. satisfactory evidence in the form of a Certificate of Clearance issued by the Workplace Safety and Insurance Board that the Contractor has made suitable provision for meeting any liability under the *Workplace Safety and Insurance Act, 1997* prior to the release of any monthly progress payment;

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5. any certificates, inspection reports, or data resulting from Commissioning and Testing required under the Contract Documents confirming the satisfactory completion of such Commissioning and Testing; and
6. any additional information that the Owner or the Consultant may reasonably require.

Appendix 7.5 Security Requirements

SECURITY REQUIREMENTS FOR EXTERNAL VENDORS ACCESSING THE AGENCY'S INDUSTRIAL SCADA NETWORK

“Integrator” means any company providing design consulting and/or integration or maintenance services.

DESIGN CONSULTANT AND MAINTENANCE SERVICES

The Integrator shall provide summary documentation of a security quality assurance plan that outlines the process and requirements conducted by the Integrator to ensure highly secure products and services are produced and maintained.

The Integrator shall submit summary documentation describing existing controls for protecting, both physically and intellectually, data and information received from the Agency.

The Integrator shall ensure that policies and procedures are followed to prohibit the unauthorized disclosure of knowledge, information, architectures or configuration relevant to the Agency's control systems.

The Integrator shall protect the confidentiality and integrity of the Agency's sensitive information.

The Integrator shall provide a list of personnel who will be assigned to a given project and who may require access to information and systems, along with their qualifications and experience. They are to be added to the non-disclosure agreement which the Integrator shall sign with the Agency or named in the contract, and the Integrator shall ensure each person is aware of and agrees to the same security and confidentiality requirements as the Integrator.

The Integrator shall provide summary documentation to attest to its workforce receiving position-appropriate cybersecurity training and awareness. This includes specialized training for those involved in the design, development, manufacture, testing, shipping, installation, operation and maintenance of products procured by the Agency, as part of the Integrator's cybersecurity program.

The Integrator shall conduct background checks on its employees (including contract personnel) working directly on or involved in the design or development of the Agency's systems or procured products. Requirements for background checks can be found at <https://www.tpsgc-pwgsc.gc.ca/esc-src/personnel/enquete-screening-eng.html>. Employee security status must meet “Reliability Status”.

The Integrator shall share information with the Agency to support timely update of authentication credential and access control to reflect staffing changes.

Access to the Agency's networks for remote support and/or monitoring is, by default, strictly prohibited. Only special circumstances authorized by the Agency's Supervisory

Appendix 7.5 Security Requirements

Control and Data Acquisition (SCADA) manager will be evaluated based on a detailed business case submitted through a Process Automation and Implementation Design Standards (PAIDS) exception form and may be accepted in the sole discretion of the SCADA manager. In such cases the Integrator shall follow the policies and procedures of the Agency for any remote access into the Agency's networks. This requirement is in addition to and supersedes any additional Information Systems and Technology Services (ISTS) remote access agreements.

The Integrator shall present the names of individuals requiring access and the justification for such access, prior to access being authorized.

All Integrator personnel requiring remote access to the Agency's networks shall sign a user agreement pertaining to proper/acceptable use of systems and information in accordance with the Agency's policies and procedures.

The Integrator shall provide a contingency plan for sustaining the security of the product or services in the event the Integrator or supplier of the solution being integrated is no longer in operation.

All Integrator computers that access the Agency's networks shall have the latest revision of anti-virus software with current and updated patches and/or service packs. The Integrator shall provide the verification of these updates in writing or have the Agency's SCADA department verify updates. The use of the computer must be restricted to "work only" functions (i.e. the computer should not be used for personal use, or shared with family members). The connection to any Agency hardware shall be made through an Agency SCADA issued virtual machine.

The Integrator shall not bring Bluetooth/wireless enabled personal network connecting devices onto the Agency's premises without prior notification and approval from the Agency in the form of a signed agreement. Connection to multiple networks is prohibited.

All Integrator accounts shall be established as temporary accounts that are terminated at the end of the identified task or service.

The Integrator shall provide notification to the Agency prior to implementation for approval of any patches and updates required to any network, system or equipment.

The Integrator shall provide written documentation that clearly explains any design or performance change to equipment security requirements that is a result of applicable tasks performed.

SYSTEM AND EQUIPMENT SUPPLIERS

All Vendor computers that access the Agency networks shall have the latest revision of anti-virus software with current and updated patches and/or service packs. The Vendor shall provide the verification of these updates in writing or have the Agency's SCADA

Appendix 7.5 Security Requirements

department verify updates. The use of the computer must be restricted to “work only” functions (i.e. the computer should not be used for personal use, or shared with family members). The connection to any of the Agency’s hardware shall be made through an Agency issued SCADA virtual machine.

Tracking and Documenting Vulnerabilities

Prior to the delivery of the procured product, the Vendor shall provide summary documentation of publicly disclosed vulnerabilities in the procured product and the status of the Vendor’s disposition of those publicly disclosed vulnerabilities.

The Vendor shall provide, within 10 days after product delivery, summary documentation of uncorrected security vulnerabilities in the procured product. This includes summary documentation on vulnerabilities that have not been publicly disclosed or have only been identified after the delivery of the procured product. The summary documentation shall include a description of each vulnerability and its potential impact, root cause and recommended compensating security controls, mitigations, and/or procedural workarounds.

After contract award, the Vendor shall provide summary documentation within 10 days of any identified security breaches involving the procured product or its supply chain. Initial and follow-up documentation shall include a description of the breach, its potential security impact, its root cause and recommended corrective actions involving the procured product.

The Vendor shall provide a secure process for users to submit problem reports and remediation requests. This process shall include tracking history and corrective action status reporting. The Vendor shall provide the Agency with its responsible disclosure and threat reporting policies and procedures (e.g. Computer Emergency Response Teams [CERTs]), which shall address public disclosure protections implemented by the Vendor.

When the Vendor is on any Agency premises, they will wear easily identifiable physical identification which indicates their personal name and company information.

SECURE HARDWARE DELIVERY

Hardware delivery

The Vendor shall establish, document, and implement risk management practices for information and communication technology (ICT) supply chain delivery of hardware, software and firmware.

The Vendor shall specify how digital delivery for procured products (e.g. software and data) will be validated and monitored to ensure the digital delivery remains as specified. If the Agency deems that it is warranted, the Vendor shall apply encryption to protect procured products throughout the delivery process.

Appendix 7.5 Security Requirements

The Vendor shall use trusted channels to ship critical control system hardware, such as registered mail.

The Vendor shall demonstrate a capability for detecting unauthorized access throughout the delivery process.

The Vendor shall demonstrate chain-of-custody documentation for critical control system hardware and require tamper-evident packaging for the delivery of this hardware.



2021-712P - Engineering Services for Class Environmental Assessment, Detailed Design, Contract Administration and Inspection for Finch Stormwater Pumping Station Upgrades in Region of Peel, Project 16-4014

Date Issued: April 6, 2022 3:00 PM

Schedule of Prices

*Denotes a "MANDATORY" field

Do not enter \$0.00 dollars unless you are providing the line item at zero dollars to the Owner.

If the line item and/or table is "**NON-MANDATORY**" and you are not bidding on it, leave the table and/or line item blank. Do not enter a \$0.00 dollar value.

PART A - PROJECT MANAGEMENT SERVICES

Bidders shall refer to the Terms of Reference and Request for Information - Bidder Submission Requirements.

Line Item	Description	Unit of Measure	Estimated Quantity	Unit Price *	Total
1	Project Management	Lump Sum	1		
2	Coordination	Lump Sum	1		
3	Communication and Public Relations	Lump Sum	1		
4	Meetings/Presentations	Lump Sum	1		
5	QA/QC	Lump Sum	1		
Subtotal:					

PART B - PHASE I SERVICES

Bidders shall refer to the Terms of Reference and Request for Information - Bidder Submission Requirements.

Line Item	Description	Unit of Measure	Estimated Quantity	Unit Price *	Total
1	Review Background Information	Lump Sum	1		
2	Gap Analysis and Recommendation TM	Lump Sum	1		
3	Finch Stormwater Emergency Storage TM	Lump Sum	1		
4	Class Environmental Assessment (EA) Schedule B	Each	1		
5	PIC during the Class Environmental Study	Each	1		
6	Environmental Site Assessment Phase I	Each	1		
7	Geotechnical Investigation/Hydrogeological Investigation	Lump Sum	1		
8	Pre-condition Assessment Surveys and Reports	Each	1		
9	Topographical Survey	Each	1		
10	Property Acquisition Coordination Plan and Reports	Each	1		
11	Tree Preservation/Replacement Plan and Reports	Each	1		
12	Permits and Approvals	Lump Sum	1		
13	On-Site and Excess Soil Management (Phase 1 Services)	Lump Sum	1		
14	Transient Analysis	Lump Sum	1		
15	Detailed Design of Upgrades	Lump Sum	1		
16	Design Report for the Detailed Design	Each	1		
17	Detailed Design Drawings Specifications/Contract Documents	Each	1		
18	Detailed Design Cost Estimates (for the Entire Project)	Lump Sum	1		
19	Tendering Services	Each	1		
20	Capital Phasing and Implementation Plan	Lump Sum	1		
21	Disbursements (Phase 1 Services)	Lump Sum	1		
Subtotal:					

PART C - PHASE II SERVICES

Bidders shall refer to the Terms of Reference and Request for Information - Bidder Submission Requirements.

Line Item	Description	Unit of Measure	Estimated Quantity	Unit Price *	Total
1	Contract Administration	hour	2598		
2	Inspection Services	hour	6368		
3	Submittal Review/Design Support	Lump Sum	1		
4	Material Testing	Lump Sum	1		
5	Specialist Environmental Monitoring and Reporting	Lump Sum	1		
6	Permit Monitoring and Reporting	Lump Sum	1		
7	On-Site and Excess Soil Management (Phase 2 Services)	Lump Sum	1		
8	Commissioning and Testing	Lump Sum	1		
9	Record Drawings	Lump Sum	1		
10	Communications and Public Relations during Construction	Lump Sum	1		
11	Monthly Earned Value Reports	Lump Sum	1		
12	Services During Warranty	Lump Sum	1		
13	Disbursements (Phase 2 Services)	Lump Sum	1		
Subtotal:					

PART D - PROVISIONAL ITEMS

Bidders shall refer to the Terms of Reference and Request for Information - Bidder Submission Requirements.

Line Item	Description	Unit of Measure	Estimated Quantity	Unit Price *	Total
1	Additional Meetings (2 senior staff and 2 hours each per meeting)	Each	30		
2	Provide a maximum weekly rate for services during construction to be used for adjustment to the Total Upset Limit where approved by the Agency in the event the actual construction period is longer than anticipated. The weekly rate is to include services for project management office staff including disbursements.	Week	40		
3	Additional efforts for proceeding with the Class EA Schedule C that go beyond the Class EA Schedule B	Each	1		
4	Phase Two ESA	Each	1		
5	Archaeological Investigation Stage 3	Each	1		
6	Archaeological Investigation Stage 4	Each	1		
7	Geotechnical Assessment	Each	1		
8	Prequalification Document for Contractors (Provisional)	Each	1		
9	Condition Assessment on Forcemain During Design (item must include all forcemains at each corresponding station)	Each	1		
10	Preliminary and Detailed Design of Forcemain Replacement	Each	1		
11	Construction services of forcemain replacement	hour	500		
Subtotal:					

PART E - CONTINGENCY

Bidders shall refer to the Terms of Reference and Request for Information - Bidder Submission Requirements.

Line Item	Description	Unit of Measure	Estimated Quantity	Unit Price	Total
1	Part B - Phase I Services Contingency (as approved by the Agency)	Lump Sum	1	\$200,000.0000	\$ 200,000.0000
2	Part C - Phase II Services Contingency (as approved by the Agency)	Lump Sum	1	\$200,000.0000	\$ 200,000.0000
Subtotal:					\$ 400,000.0000

TIME AND TASK

Bidders shall refer to Request for Information - Bidder Submission Requirements

Line Item	Staff Member Name	Title	Total Hours	Hourly Rate	
1					*
2					
3					
4					
5					
6					
7					
8					
9					
10					
11					
12					
13					
14					
15					
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19					
20					

Summary Table

Bid Form	Amount
PART A - PROJECT MANAGEMENT SERVICES	
PART B - PHASE I SERVICES	
PART C - PHASE II SERVICES	
PART D - PROVISIONAL ITEMS	
PART E - CONTINGENCY	\$ 400,000.0000
Grand Total (exclusive of taxes):	

Bid Questions

Please provide in the space below your GST/HST Registration Number. Please note that all invoices provided to the Agency must show the GST/HST Registration Number and show this tax on a separate line.

Specifications

CONTACT INFORMATION

In the space provided please list the contact names and numbers during the times indicated below.

Line Item	Description	Regular Hours Service (7:00 a.m. - 5:00 p.m.) *	After Hours Service (5:00 p.m. - 7:00 a.m.) *	Saturdays, Sundays and Holidays *
1	Name			
2	Phone Number			
3	Cell Number			
4	Email Address			

Documents

It is your responsibility to make sure the uploaded file(s) is/are not defective or corrupted and are able to be opened and viewed by the Owner. If the attached file(s) cannot be opened or viewed, your Bid Call Document may be rejected.

Bidders shall refer to the Request for Information - Bidder Submission Requirements

- RFI Section 1.1 Understanding of the Project * (mandatory)
- RFI Section 1.2 Project Approach and Methodology * (mandatory)
- RFI Section 1.3 Quality and Cost Control Plan * (mandatory)
- RFI Section 1.4 Bidder Firm Relevant Project Experience * (mandatory)
- RFI Section 1.5 Project Team and Organizational Chart * (mandatory)
- RFI Section 1.6 Project Work Plan (Time/Task) and Schedule * (mandatory)

Declarations & Addenda

This Bidder Submission is made entirely in accordance with the Document. By completing the information below and by submitting an online response to the Document, it is deemed that the Bidder has read and agreed to abide by all of the terms and conditions contained in the Document and that you have the authority to bind the Bidder and submit this Bidder Submission on behalf of the Bidder.

I acknowledge in my acceptance of the terms and conditions below the following requirements for Accessibility for Ontarians with Disabilities, [Health & Safety Compliance Certificate & Appendix A](#) and [Code of Conduct](#):

Contracted employees, third party employees, agents and others who deal with members of the public on behalf of the Region of Peel or participate in the development of policies, practices and procedures governing the provision of goods or services to members of the public must meet the requirements of the Accessibility for Ontarians with Disabilities Act 2005 and its Regulations with regard to training and the provision of goods or services to persons with disabilities. A document describing the training policy, a summary of the contents of the training and details of training dates and attendees must be submitted to the Region of Peel upon request. If a training policy is not yet in place, complete the training module at the following website: accessforward.ca.



I/WE agree to be bound by the terms and conditions in the Document and have authority to bind the Bidder and submit this Bidder Submission on behalf of the Bidder.

The bidder shall declare any potential conflict of interest as defined in the Standard Terms and Conditions that could arise from submitting a bidder submission for this document. Do you have a potential conflict of interest?

☒ **Yes** ☐ **No**

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document

Please check the box in the column "**I have reviewed this addendum**" below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
There have not been any addenda issued for this bid.		