

2019-05-10

**REQUEST FOR PROPOSAL
RFP #02 (2019-04)
CONSULTING SERVICES
FOR FRONT ENTRANCE AND WELCOME AREA
ADDENDUM # 3**

This addendum shall be incorporated into, and form part of RFP #02 (2019-04) and take precedence over all requirements of the previously issued bid documents including plans. This addendum must be signed by the bidder (signing officer) in the appropriate space and must be attached to the Form for submission by the bidder. This Addendum consists of three (3) pages and the documents listed below.

1. QUESTION:

2.0 BACKGROUND AND PROJECT OVERVIEW.

“The design for the new front entrance and welcome area will include construction of a new facility that will contain guest admissions, retail, rental services, restaurant and food preparation space, an animal exhibit, event/community spaces, office space, space for educational opportunities and a theatre.”

Please provide the approximate anticipated square footage for each of these uses/facilities.

Given there is an existing theatre immediately north of the main entrance area, please clarify if there will be a new theatre in addition to the existing one?

ANSWER:

At this point the overall square footage for each of these uses/facilities has not been determined and will be further developed as the design moves forward.

2. QUESTION:

Can the Zoo confirm if the Proponent should carry a Hardware consultant?

ANSWER:

Yes, the Proponent should carry a hardware consultant.

3. QUESTION:

Could the Zoo confirm how the Fee Proposal should be provided, or could the Zoo provide a Fee Proposal form for completion?

ANSWER:

The fee proposal should include a lump sum amount for work identified in the RFP. In addition you should include a breakdown of hours and rates for each discipline based on this lump sum. You should provide unit rates for all staff associated with the project for each consulting discipline.

4. QUESTION:

Could the Zoo confirm the total square footage of the landscaping?

ANSWER:

The total square footage of the landscape will be determined by the design. The total area of scope of work is approximately 18,000 m² (see attached plan for extent of work).

5. QUESTION:

Could the Zoo confirm if the size of the new building construction is the same as what is stated in the Master Plan?

ANSWER:

At this point the size of each new building has not been determined but will be as the design develops in accordance with Toronto Zoo requirements.

6. QUESTION:

Please confirm the intent is for the successful proponent to sign an OAA Document 600 Contract? Or what would be the contract if otherwise?

ANSWER:

The successful proponent will be expected to enter into a formal agreement based on the attached sample Agreement .

7. CLARIFICATION

Article 3.6 The total budget for this project is a maximum of \$21,079,000 including consultants fees, construction, construction contingency allowance and excluding taxes.

Receipt of the Addendum shall be acknowledged as part of your submission.

The Board of Management of the Toronto Zoo reserves the right to reject any or all Quotations or to accept any quotation, should it deem such action to be in its interests.

If you have any queries regarding this matter, please contact Mr. Peter Vasilopoulos, Supervisor, Purchasing & Supply, at 416-392-5916.



**RFP 02 (2019-04) – CONSULTING SERVICES
FRONT ENTRANCE AND WELCOME AREA – ADDENDUM #3**

2019-05-10
Page 3 of 4

Yours truly,

Peter Vasilopoulos
Supervisor, Purchasing & Supply

I/we hereby acknowledge receipt of this addendum and make allowance in my bid.

Signed (Must be Signing Officer of Firm)

Name of Firm

Date

FEE PROPOSAL FORM

Proponent Name				
	FEEES	DISBURSEMENTS	HST	TOTAL
Concept Design				
Detailed Design				
Tender				
Construction Administration and Commissioning				
Daily Rate For Resident Site Inspection (if requested)				
TOTAL COSTS				

specified therein, and that neither such rate nor any provision of the Agreement shall relieve the Consultant from performing all the Services or reduce its obligation to one of performing only some proportionate or other part of the Services.

2. SUBCONSULTANTS

(1) The **Consultant** shall obtain the prior written approval of the **CEO** for the employment, engagement or retaining of any subconsultant except for any assistance rendered by the **Board**, and any subconsultant identified in the **Proposal**.

(2) 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 the **Agreement**.

(3) The **Consultant** shall co-ordinate the services of all subconsultants employed, engaged or retained by the **Consultant** pursuant to Subsection (1) hereof and, without limiting the generality of Section 9 of the **Agreement**, the **Consultant** shall be liable to the **Board** for costs or damages arising from errors or omissions of such subconsultants or any of them.

3. PLANS AND DRAWINGS

All plans, drawings, details, specifications, reports, and all other documents and information prepared by the **Consultant** pursuant to the **Agreement** shall be and become the sole and absolute property of the **Board** without the payment of any compensation whatsoever therefor by the **Board** to the **Consultant**, and the same shall be delivered by the **Consultant** to the **Board** upon the completion of the **Services** as may be required by the **CEO**, and same may be used and/or reproduced by the **Board** in respect of any further work, or otherwise in respect of the **Project** at the **Zoo**. The **Consultant** and all of its subconsultants hereby waive all moral rights with respect to any Project or designs supplied to the **Board** under this **Agreement**. The **Board** will indemnify and hold harmless the **Consultant** and sub-consultants for any use of these documents by the **Board** that is not directly related to this **Project**.

4. PAYMENT

Notwithstanding anything to the contrary contained in the **Proposal**, subject to the provisions of Sections 6 and 12 of the **Agreement**, the **Board** will pay the **Consultant** in the amounts and manner, and at the times, as set out in Schedule "D" hereto.

5. APPROVAL OF THE BOARD

The **Consultant** shall not perform any service or work that would result in an increase in fee payable by the **Board** without the prior written approval of the **CEO**.

6. TERMINATION

The **CEO** may by written notice to the **Consultant** at any time suspend or terminate the whole or any part of the provision of the **Services** for reasons including but not limited to the **Consultant** failing

from any cause whatsoever to perform the **Services** as required by the **Agreement**, or failing to perform same in a manner satisfactory to the **CEO**, or the **CEO** determining for any reason to carry out the **Services** with staff of the **Board**, or not to proceed with or to discontinue the **Services**, and thereupon:

- (a) the **Board** shall be liable for payment to the **Consultant**, only for those monies attributable to the part of the **Services** performed to the satisfaction of the **CEO** to the earlier of the date of failure stipulated in such notice or of the date of receipt of such notice by the **Consultant**; subject in the case of any such suspension, to resumption of responsibility by the **Consultant** if and to the extent that such suspension is lifted by written notice from the **CEO**;
- (b) the **CEO** may appoint officials of the **Board** or any other person or persons in the place and stead of the **Consultant** to perform the **Services** or any portion thereof;
- (c) the **Consultant** shall have no claim against the **Board** except for such of the **Services** as have been satisfactorily performed by the **Consultant** up to the earlier of the date of failure stipulated in such notice or the date of receipt of such notice as aforesaid; and
- (d) nothing contained herein shall limit the rights of the **Board** to recover damages from the **Consultant** arising from the failure of the **Consultant** to perform the **Services** satisfactorily in accordance with the terms of the **Agreement**.

7. INSURANCE

(1) The **Consultant** shall, from the time of commencement of performance of the **Services**, until at least TWENTY-FOUR (24) MONTHS following satisfactory complete performance of the **Services** by the **Consultant**, maintain with an insurer selected by the **Consultant**, professional liability insurance for any error or omission in discharging any of the **Consultant**'s professional obligations, including any design and material specification, in an amount of not less than ONE MILLION DOLLARS (\$1,000,000.00) per claim and otherwise satisfactory in form and content to the **CEO** and comprehensive general liability insurance having a limit of not less than TWO MILLION DOLLARS (\$2,000,000.00) in respect of injury or death to a single person or for property damage.

(2) The insurance referred to above shall be in amounts, on forms and with insurers acceptable to the **CEO** and the **Treasurer of the City of Toronto**, acting reasonably.

(3) With respect to the comprehensive general liability policy, the **Board**, the **City of Toronto** and the **Toronto and Region Conservation Authority**, shall be shown as additional insureds and all proceeds shall be payable to them jointly as their interests may appear. All such policies shall contain a waiver of any right of subrogation or recourse by the insurers against any insured and those for whom they may be in law responsible, with respect to any act, omission, or negligence by any of them (other than deliberate act of a party claiming indemnity under the policy). The policy shall contain provisions for severability of interests and cross liability among insureds. The policy shall contain undertakings from the insurers that it shall not be cancelled or allowed to lapse or be materially changed until at least 30 days prior written notice has been given to the **Consultant** and the **Board**.

(4) With respect to the professional liability insurance, the **Consultant** shall provide the **Board** with evidence, satisfactory to the **CEO** that the premium has been paid and that there is no other indebtedness, and shall provide the **CEO** with written evidence that such insurance has been renewed at least 30 days prior to the expiration date of any such policy.

(5) The **Consultant** shall pay all premiums with respect to all insurance in a timely fashion.

(6) The **Consultant** shall provide at the time of execution of the **Agreement** evidence of such insurance coverage in the form of original signed Certificates of Insurance satisfactory to the **CEO**; and from time to time, as such coverage expires or is replaced, shall provide original signed Certificates evidencing renewals or replacements thereof satisfactory to the **CEO**, all of which Certificates may be permanently retained by the **Board**.

(7) The **Consultant** shall, at the request of the **CEO**, replace any original or replacement insurance coverage obtained pursuant to this Section, with coverage through another insurer selected by the **Consultant**.

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

(9) The **Consultant** agrees that it, its employees, agents, occupants and invitees will not keep in or upon the **Zoo** any article or substance which may be prohibited by the insurance policy mentioned above, or do or omit, or permit to be done or omitted anything which will cause any increase in the insurance premiums or the cancellation of any insurance policy.

(10) The provisions of this Section 7 shall in no way limit the requirements and obligations imposed on the **Consultant** elsewhere in the **Agreement**, nor relieve the **Consultant** from compliance therewith and fulfilment thereof.

8. PERMITS AND APPROVALS

It is understood and agreed that the **Consultant** shall prepare, submit and pursue all applications for all permits and approvals required for or in connection with the **Services** and the Project.

9. INDEMNITY

The **Consultant** hereby agrees that the **Consultant** will, from time to time, and at all times hereafter, well and truly save, keep harmless and fully indemnify the **Board**, the City of Toronto, the Toronto and Region Conservation Authority, their employees, officers, agents, invitees, successors and assigns from and against all actions, claims and demands whatsoever which may be brought against or made upon them or any of them and against all loss, liability, judgments, costs, demands or expenses which they or any of them may sustain as a result of the negligent or intentional acts or omissions of the **Consultant**, its agents, servants, employees or subconsultants or any of them, in the performance of the **Services**, save and except and only to the extent that any such loss, liability, judgements, costs, demands or expenses are caused by the **Board** or those for whom at law it is responsible.

10. OCCUPATIONAL HEALTH AND SAFETY ACT

(1) The **Consultant** shall:

- (a) comply with the Occupational Health and Safety Act R.S.O. 1990, as amended (**OHSA**) in the performance of the **Services**
- (b) ensure that no lead is called for in the contract documents including the specifications or in revisions to the contract documents or instructions issued to the Constructor during construction, involving, but not limited to, lead-containing paint (i.e., greater than 0.5%);
- (c) cease the **Services** or any part thereof if an authorized representative of the **Board** so requires orally or in writing on the grounds that there has been any violation of the **OHSA** or any of the regulations under it, and thereafter the **Services** or affected part thereof shall not resume until any such violation has been rectified;
- (d) be responsible for any delay in the progress of the **Services** as a result of any violation of provincial or municipal Health and Safety requirements by the Consultant, it being understood that no such delay shall be a Force Majeure for the purposes of extending the time for performance of the **Services** or entitling the **Consultant** to additional compensation, and the **Consultant** shall take all necessary steps to avoid delay in the final completion of the **Services** without additional cost to the **Board**, which shall not be responsible for any additional expense or liability resulting from any such delay;
- (e) report to the **Board** any non-compliance with the with the **OHSA** by the **contractor** in the construction of the Animal Health Centre Project if and when brought to the attention of the **Consultant**; and
- (f) indemnify and hold harmless the **Board** from and against all liability resulting from any and all failures to meet the responsibilities referred to in this Section, including, without restricting the generality of the foregoing:
 - (i) any expenses incurred by the **Board** as a result of stoppage of the **Services** on account of failure by the **Consultant** to meet its obligations under and/or with respect to the **OHSA**; and
 - (ii) any fine(s) levied against the **Board** as a result of any breach of the **OHSA**, to the extent attributable to the **Consultant's** failure to fulfil its obligations as described in this Section 10;

save and except and only to the extent that such liability is caused by the actions of the **Board**.

- (2) Nothing in this Section **10** shall be taken as making the **Board** the "employer" (as described in Subsection (1) above) of any workers employed or engaged by the **Consultant** for the **Services**, either instead of or jointly with the **Consultant**.

11. ZOO POLICIES

In addition to the requirements of Section **10**, the **Consultant** must adhere to all relevant **Zoo** policies, including, but not limited to, the **Zoo** Health and Safety Policy, the Working in the Vicinity of Animal Containments Policy and the Vehicles on Site Policy, copies of which the **CEO** shall supply to the **Consultant**.

12. CONSTRUCTION LIEN ACT

(1) The **Board** shall retain an amount equal to the amount required to be held back pursuant to the *Construction Lien Act*, R.S.O. 1990, c. C.30, as amended from time to time, including any successor legislation and including any regulations thereunder in force from time to time (the "**CLA**") from each sum otherwise payable to the **Consultant** under the **Agreement** that is not a release of any monies so retained.

(2) Subject to Subsection (3) hereof, any holdbacks retained pursuant to Subsection (1) shall not be payable until the Forty-Sixth (46th) Day following the date upon which the last of the **Services** is/are supplied.

(3) Notwithstanding any provision of the **Agreement**,

(a) no sum shall be payable by the **Board** to the **Consultant** pursuant to the **Agreement**, if at the time such sum would otherwise be payable there is outstanding and unsatisfied any claim for lien which has been preserved pursuant to the **CLA** by any person (other than an architect or an employee or an architect) for goods and/or services provided directly or indirectly to the **Consultant** to enable performance of any part(s) of the **Services** or the **Board** has received a notice of lien; and

(b) where any sum which would otherwise be payable by the **Board** to the **Consultant** is not so payable because a claim for lien has been preserved pursuant to the **CLA**, or the **Board** has received notice of a lien, 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 **CLA**.

(4) Notwithstanding any provisions of the **Agreement**, the **Consultant** shall not be entitled to receive the second payment under the **Agreement**, or any payment subsequent thereto, including the payment of all holdback monies retained by the **Board** pursuant to the **CLA**, until it delivers to the **CEO** a Statutory Declaration, prior to each such payment, in the form prescribed by the **CEO**, that all accounts payable by the **Consultant** to non-employees to enable the performance of any part(s) of the **Services** supplied under the **Agreement** or under any subcontract have been paid in full up to the date of the said Statutory Declaration, except for holdback monies properly retained by the **Consultant**.

13. WARRANTIES

The **Consultant** warrants that the design of the **Project** and the materials to be specified for the construction thereof, all as described and set out in the contract drawings and specifications therefor, are fit for the purpose for which such design and materials are intended to be used.

14. NOTICE

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

- (a) in the case of the **Board**:

Board of Management of the Toronto Zoo
361A Old Finch Avenue
Toronto, ON M1B 5K7
Attention: Chief Executive Officer

- (b) in the case of the **Consultant**:

Attention:

or to such other addresses as the parties may from time to time notify in writing, and any demand or notice so made or given shall be deemed to have been duly and properly made or given and received on the day on which it shall have been so delivered or, if mailed, then, in the absence of any interruption in postal service in the City of Toronto affecting the delivery or handling thereof, on the day following three (3) clear business days following the date of mailing.

15. RECORDS

The **Consultant** shall keep proper record of accounts including supporting documents for the services rendered as a result of this **Agreement** and these records of account shall be open for inspection and/or audit by the Zoo upon reasonable request during normal business hours at the Zoo. Such records shall be retained for two (2) years following the completion of the services.

16. ORDER OF PRECEDENCE

In the event of any conflict between any provisions of the **Agreement**, the **RFP** or the **Proposal**, the provisions of the **Agreement** shall take precedence, followed by those of the **RFP** and finally those of the **Proposal**.

17. SCHEDULES

The Schedules attached to the **Agreement** shall constitute an integral part of the **Agreement** and all expressions defined in the **Agreement** shall have the same meanings in such Schedules.

18. AGREEMENT IN WRITING

No verbal arrangement or agreement, relating to the **Services** will be considered unless it is in writing and signed by duly authorized representatives of the parties.

19. ENUREMENT

(1) The **Agreement** shall not be assigned by the **Consultant** without the prior written consent of the **Board**.

(2) The **Agreement** and everything herein contained shall respectively enure to the benefit of and be binding upon the parties hereto, their successors and (where permitted) assigns, respectively.

(3) The obligations set out in Sections **3, 9, 10,** and **13** of the **Agreement** shall continue to bind the **Consultant** notwithstanding the completion of all or part of the **Services** and payment therefor in accordance with the **Agreement**.

20. JURISDICTION

The parties agree that this **Agreement** and the resolution of any disputes pursuant to this **Agreement** will at all times be subject to the jurisdiction of the laws and courts of the Province of Ontario and the Government of Canada.

[The rest of this page is left intentionally blank]

IN WITNESS WHEREOF the **Board** and the **Consultant** have hereunto affixed their respective corporate seals attested to by the hands of their proper officers in that behalf duly authorized.

SIGNED, SEALED AND DELIVERED:) **BOARD OF MANAGEMENT OF**
) **THE TORONTO ZOO**
) per:
)
)
) _____
)
) c/s
)
) _____
)
) **CONSULTANT**
) c/s
) per:
)
)
) _____
) Name:
) Title:
)
) _____
) Name:
) Title:
)
) I/ we have the authority to bind the Corporation.

SCHEDULE "C"

to the attached Agreement between

BOARD OF MANAGEMENT OF THE TORONTO ZOO

- and -

CONSULTANT

CONSULTANT SERVICES

The Consultant shall, to the reasonable satisfaction of the **CEO**, in respect of the **Project**:

- (i) utilize the budget estimate for the total design costs of the **Project**, provide the necessary architectural design services related to the **Project** as noted in the terms and conditions contained within the **RFP** (Schedule "A") and the Proposal (Schedule "B") and obtain cost estimates, all in order to finalize a detailed programme statement for the **Project**;
- (ii) provide for the requirements of applicable codes, zoning and official plans relating to the **Project** in effect at completion of the Conceptual Design Phase and obtain all necessary approvals including site plan approval, and all necessary licences and permits;
- (iii) assist the **Zoo** in obtaining the necessary approvals related to site plan review and approval by preparing the required support documents and drawings, and, as requested by the **CEO**, attend meetings related thereto;
- (iv) provide coloured presentation boards for the layouts and materials, selections and proposals;
- (v) as required by the **CEO**, assist the **Zoo** in selecting the services of any necessary geotechnical, surveying and environmental consultants related to the soils investigation, property surveys and environmental testing, including documentary reports, by preparing the necessary support documents and drawings, and, as requested by the **CEO**, attend meetings related thereto;
- (vi) following further consultation and design refinement, and at the direction of the **CEO**, prepare working drawings and specifications for the calling of public tenders for the **Project**;
- (vii) analyze and evaluate submitted tenders for the **Project**, making related recommendations to the **CEO**; and if tenders received exceed the budget for the total cost of the **Project** (as defined in the **RFP**), currently estimated at _____ Dollars (\$) including consultant fees, but excluding HST), without extra charge, revise the scope and quality of the **Project** to bring its cost within the approved budget and make the changes to the drawings and specifications accordingly for the purposes of re-tendering;
- (viii) obtain, as the **Board**'s agent, the general building permit required for the **Project**, the cost of which the Board will pay directly to the City of Toronto;
- (ix) following award of the contract for and during construction of the **Project**, periodically review the progress of the **Project** to ensure that it conforms to the said drawings and specifications and to determine whether construction is being carried on in a good and workerlike manner, and, as required and directed by the **CEO**, provide resident and/or additional (part-time) site staff during the construction period (for additional compensation);

- (x) review, prepare, recommend and issue site instructions (SI), requests for information (RFI), contemplated change orders (CCO) and change orders (CO), including for correction of site conditions, unknowns, and owner requested changes that are within the contingency allowance, as required by the CEO, to the contractor performing the **Project**, at no additional fee;
- (xi) conduct general review and prepare reports to the **CEO**; and keep the **CEO** informed in a timely manner of any deviations, delays or other occurrences that may affect the satisfactory completion of the **Project**;
- (xii) while construction of the **Project** is in progress, issue instructions to the General Contractor for conservatory or remedial work as in the **Consultant's** discretion seems necessary or expedient in the **Board's** interest in the case of any construction emergency, or any deviation from the drawings or specifications. In the event that a disagreement occurs between the **Consultant** and the **Board** as to whether or not any portion of the **Project** has been performed in accordance with the Plans and Specifications or is in any way defective, the **Consultant** shall proceed with remediation of the defective issues, if so ordered by the **CEO**, and may make a payment claim for such remediation work on the **Project**;
- (xiii) review and if appropriate, certify all progress claims made by the contractor responsible for the **Project** and issue certificates for payment as they become due under the terms of the contract for the **Project**;
- (xiv) fulfil all obligations imposed by and comply in all respects with the provisions of the **CLA**;
- (xv) provide such additional drawings and information to the contractor performing the **Project** as may be required for such performance;
- (xvi) check and verify, to the best of the **Consultant's** knowledge, information, and belief, the completeness of "as-built" plans and drawings submitted by the Contractor performing the **Project**;
- (xvii) upon completion of the **Project**, provide the **CEO** with a complete set of the General Contractor's "as-built" drawings, as well as (post-construction) "as-built" drawings on CADD disc, and a specification with revisions recorded showing all material and dimensional changes as recorded by the contractor and reviewed and approved by the **Consultant**; and
- (xviii) assist the CEO in requiring the Contractor to ensure that all deficiencies and guarantee items during the warranty period are co-ordinated and completed to the satisfaction of the **CEO**; and prior to completion of the twelve-month guarantee period, inspect the **Project** and site and issue a satisfactory final report to the **CEO** that the Contractor's responsibilities have been completed.

SCHEDULE "D"

to the attached Agreement between

BOARD OF MANAGEMENT OF THE TORONTO ZOO

- and -

CONSULTANT

FEE AND DISBURSEMENTS PAYMENT FOR THE SERVICES

1. Subject to the terms of Section 3 of this schedule, the **Board** shall pay the **Consultant** for satisfactory completion of the **Services** a total fee of no more than _____ Dollars (\$ _____ CDN) (the "**Fee**") inclusive of the harmonized sales tax and any other taxes that may be applicable, and inclusive of the **Consultant's Disbursements** and reimbursable items.
2. The **Consultant** shall be paid on a monthly basis upon the receipt by the Chief Executive Officer (**CEO**) of an invoice from the **Consultant** specifying the percentage of the **Services** completed per Purchase Order approved by the **CEO**. Approved invoices shall be paid in Canadian funds within thirty (30) days of submission by the **Consultant**.
3. Subject to Section 12 of the **Agreement** and Section 4 of this Schedule, the **Fee** shall be paid to the **Consultant** as follows:
 - (a) up to _____ Dollars (\$ _____) of the **Fee** upon receipt by the **CEO** of the Detailed Design and Tender satisfactory to him (Phase I);
 - (b) up to _____ Dollars (\$ _____) of the **Fee** upon completion of the Construction Administration and Commissioning (Phase II) to the satisfaction of the **CEO**;
4. In addition to the amounts to be held back by the **Board** pursuant to Section 12 of the **Agreement**, the **Board** shall also hold back Ten Per Cent (10%) of the amount of the **Fee** payable on account of contract construction administration as referred to in Clause 3(c), of this Schedule until provision of (post-construction) "as-built" mylar plans and drawings and (post-construction) "as built" drawings on CADD disc pursuant to item (xvii) of Schedule "C" to this **Agreement** (not including disbursements) which holdback will be released after 46 days following the completion of each phase of construction.
5. Included in the total amount of the fees identified in Section 1 of this Schedule, the **Board** will reimburse the **Consultant** for the disbursement items ("**Disbursements**") as specified in Section 6, up to a maximum of _____ Dollars (\$ _____), at **Consultant's** cost.

6. **Disbursements** submitted in accordance with Section 5 may include the following items approved in advance by the CEO:
- (a) courier services, special delivery and express charges for items delivered directly to the **CEO**;
 - (b) long distance telephone calls directly related to the Services;
 - (c) cost of photographs;
 - (d) printing of all specifications and drawings;
 - (e) vehicle travel expenses at a rate of Fifty Cents (\$0.50) per kilometre for pre-approved research travel for those kilometres beyond a One Hundred (100) kilometre distance from the **Project** site; and
 - (f) air fares (at economy rates), hotels and meals while on travel.
7. In addition to the **Fees** and **Disbursements** as defined above the **Board** will reimburse the **Consultant**, at the **Consultant's** cost, for the following pre-approved items and services:
- (a) fees for all licences and permits applicable to the **Project** save and except building permits which shall be paid for directly by the **Board**;
 - (b) soil investigation and documentary report;
 - (c) topographical survey and necessary legal survey, if required;
 - (d) environmental testing, special surveys and reports, if required;
 - (e) inspection and testing as required during the construction phases; and
 - (f) provision of resident and/or additional (part-time) supervisory staff during the construction period, if requested.

The reimbursable items in this section must be detailed and approved by the **CEO** prior to the **Consultant** incurring any costs.