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Chair
Councillor Raymond Cho

Chief Executive Officer
John Tracogna

Chief Operating Officer
Robin D. Hale

**REQUEST FOR PROPOSAL
CONSULTING SERVICES FOR
ORANGUTAN OUTDOOR EXHIBIT
RFP # 15 (2016-06)**

You are invited to submit a written proposal to provide consulting services for the Orangutan Outdoor Exhibit Project at the Toronto Zoo. Services to be provided include: the analysis of all site constraints and opportunities, review of existing facilities, services and drawings, the conceptual design of a new Orangutan Outdoor Exhibit and transfer from/to the existing indoor holding and/or exhibit and design of any associated landscape work. Consultant's scope of work also includes detailed design, preparation of specifications and drawings, review and recommendation of tender submissions and contract administration throughout the construction phases of the Project.

Project Briefing: A project briefing for consultants will be held **Thursday, 2016-07-14, at 1000 hours (10:00 a.m.)**. Meet at the Administrative Support Centre, enter at Gate A, 361A Old Finch Avenue, west of Meadowvale Road, Toronto, Ontario, M1B 5K7.

Proposal: Provide **four (4)** copies of your proposal, **one (1)** unbound signed and clearly marked as ORIGINAL and **three (3)** copies of the original proposal clearly marked as COPY and **one (1)** electronic copy (Microsoft Word or PDF) on a CD or flash drive in a sealed package or envelope. The original and all copies should be identical (excluding any obvious differences in labeling as noted above). Proposal to be delivered to the office of Purchasing & Supply, Toronto Zoo, Administrative Support Centre, 361A Old Finch Ave., Toronto, Ontario, M1B 5K7 by:

Due Date: **Friday, 2016-07-29 by 1200 hours (noon), local time**

Proposals shall remain in effect for a period of ninety (90) days from the Proposal due date.

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

If you have any queries regarding this request for proposal, please contact Mr. Peter Vasilopoulos, Supervisor of Purchasing & Supply at 416 392-5916 or pvasilopoulos@torontozoo.ca. If you require further technical details, please contact Leona Mitchell, Project Manager at 416 392-6002 or lmitchell@torontozoo.ca.

Yours truly,

Robin D. Hale
Chief Operating Officer

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1.0 GENERAL TERMS

- 1.1 The following definitions will apply to this Request for Proposal and to any subsequent Contract:
 - 1.1.1 “**Board**” means the Board of Management of the Toronto Zoo;
 - 1.1.2 “**COO**” means the Chief Operating Officer of the Toronto Zoo;
 - 1.1.3 “**Consultant**” means the person, partnership or corporation contracting with the Board to provide the required Services;
 - 1.1.4 “**Contract**” means acceptance by the Toronto Zoo (by way of written acknowledgement, Agreement, Contract or Purchase Order) to furnish Services for money or other considerations;
 - 1.1.5 “**Contract Price**” means the price payable under the contract to the Consultant, being the Proposal Price eventually accepted by the Board of Management of the Toronto Zoo subject to any changes pursuant to the Contract Requirements;
 - 1.1.6 “**Proponent**” means an individual or company that submits or intends to submit, a proposal in response to this Request for Proposal;
 - 1.1.7 “**Proposal Price**”, “**Contract**” and “**Contract Documents**” have the meanings set out therefore in clauses contained in these documents;
 - 1.1.8 “**Request for Proposal (RFP)**” means the RFP document in its entirety, inclusive of any addenda that may be issued by the Toronto Zoo;
 - 1.1.9 “**Services**” or “**Work**” means everything that is necessary to be performed, furnished delivered by the Consultant to meet the Consultant’s obligation under this Contract;

2.0 BACKGROUND AND PROJECT SCOPE

The Toronto Zoo opened August 15, 1974. Home to more than 5,000 animals and 300 exhibits representing the world's biomes, the Zoo is situated on 710 acres of land in the picturesque Rouge Valley. The Zoo attracts an average of 1.3 million visitors annually.

Since the Toronto Zoo opened there has never been an outdoor exhibit for the orangutans. Capital funding is available in 2016 - 2018 for design and construction of an outdoor habitat to greatly enhance and enrich the orangutan area. The new outdoor exhibit will be located south of the Indo-Malaya Pavilion at the location of the current Gaur holding and outdoor exhibit. This exhibit is viewable along the main Zoomobile route and could provide great immersive and interactive experiences for the orangutans and the visiting public.

Orangutans are a very intelligent great ape and we must exceed recommended standards that will allow for the needs of this species well into the future. It is imperative to design the habitat to allow species appropriate behaviours that meet the physical, psychological and social wellbeing for the orangutans. This must include allowing the animals to "make a choice" in how they use their environment. In addition you must design the exhibit to be fully accessible and aesthetically pleasing to the public while meeting all of the requirements of the animals. An outdoor habitat for the orangutans will greatly enhance the animals overall wellbeing and allow them to live a more arboreal lifestyle. This new habitat would include interactive features to engage visitors and connect them with the plight of this endangered red ape and empower people to help save them in the wild.

The Toronto Zoo is seeking a qualified and experienced consultant team to facilitate and develop a state-of-the-art design for an outdoor orangutan exhibit. Discussions with appropriate Toronto Zoo staff and a complete review of the site, facilities, exhibits, equipment and infrastructure is required to confirm the design concept and prepare the required design documents. As well, the direction of the Zoo and its mission and vision, goals and objectives as set out in the 2015-2020 Strategic Plan have to be considered in preparing your proposed design with respect to animal care, existing structures, site conditions, financial sustainability, conservation, education and visitor experiences.

The new exhibit must meet the requirements of this species as identified by Toronto Zoo staff and the Orangutan Care Manual. At the same time meeting the viewing expectations of the visiting public through enhanced viewing opportunities, immersive environments, educational graphics and interactives. The new outdoor habitat may include, but not be limited to, the following (overview):

- Access from the new habitat to the existing holding area or existing indoor exhibit.
- Maximize usable vertical space for this arboreal species.
- Consider the potential for mixed species exhibit.
- Incorporate enrichment devices for the animals.
- Several training stations.
- Numerous animal platforms within the habitat. Several that extend out of the habitat for the orangutans to climb to and rest. This would be an amazing immersive experience for the visitors.
- Glass viewing panels at prime public viewing areas.
- Animal/public interactive experiences.
- Multiple climbing features to allow animals to brachiate throughout the habitats.
- High resting stations for the animals.
- Sheltered and shaded areas for the animals.
- Multiple visual barriers so orangutans can retreat from conspecifics.

- Connectivity for camera monitoring equipment

The terms of this engagement are outlined in a deliverable of set objectives over a three year period, to commence immediately upon award and issuance of a purchase order.

3.0 DESCRIPTION AND SCOPE OF PROJECT

3.1 The Orangutan Outdoor Exhibit will provide a modern facility that provides outdoor access to natural sunlight that has never been available before. Conceptual and detailed design drawings are to be completed in 2016 with construction anticipated for completion in 2018. The Consultants responsibilities include:

- a) Conceptual design;
- b) Detailed design includes all products leading to Final Plans and Specifications for tender;
- c) Tender;
- d) Contract Administration for the construction phase;
- e) Commissioning.

The Consultant will assess the current proposed area and surrounding site to evaluate and design refurbishments and changes to accommodate a new Orangutan outdoor exhibit. Demolition of the existing Gaur house II will be included with the design, all necessary permits will be required. The existing Gaur I facility may be demolished or renovated depending on the design. There is an underground spring in the proposed area of the holding building that will have to be considered during design and construction.

3.2 The consultant will be required to complete all design work and products, including all site review and final commissioning and close-out services as follows and as further defined in Section 3.

3.2.1 Conceptual Design

Complete set of conceptual design plans showing how the exhibit will look and how it will meet the requirements set out in the RFP.

3.2.2 Detailed Design

Finalization of conceptual design for a new Orangutan outdoor exhibit complete with modifications of the existing pavilion for the transfer. Detailed design services will include working to specialized Animal Exhibit and Holding design criteria, review of similar projects, associated design work, incorporating animal holding needs, and landscaping. Preparation of all Tender Documents, including certification of drawings by Architect/Engineer is required.

3.2.3 Tender

Preparation of tender documents, including drawings and specifications, review of recommended contractor references, review of the tender submissions and recommendation to the Zoo of a successful contractor.

3.2.4 Construction Contract Administration

The Consultant will perform construction administration and provide inspection and reporting services during the course of construction of the Orangutan Outdoor Exhibit Project. Services during course of construction to include field review, as required for conformance to all plans and specifications and as required by the Building Permit Process, cost control, invoice certification, reporting, preparation of all documentation required for changes, other documentation, deficiency identification, follow-up inspection, and project close-out and commissioning.

3.2.5 Commissioning

Commissioning of services to ensure all systems operate as designed. Review of operation and maintenance of all equipment with Toronto Zoo staff.

- 3.3 The Project detailed design and construction implementation must benefit from specialists in modern zoo and facility design and construction techniques. The Consultant Team proposals must demonstrate this expertise and experience through the successful completion of similar projects. Details regarding special materials, equipment, facility design, energy design strategies and other related project design are the responsibility of the Consultant. Final detailed design products, drawings, specifications, renderings, photographic and other design products following Consultant and Zoo approval must be reviewed and approved by all authorities having jurisdiction.
- 3.4 The Project must be integrated into the existing Zoo site consistent with the current and future public and staff service circulation, physical site features, and site and facility plans.
- 3.5 Existing site drawings at the Toronto Zoo are for review and site familiarization only. Conceptual drawings and background information, provided by the Zoo, are for general layout and reference and not to be treated as final design products. Specifications for some typical details from similar projects, as prepared by the Zoo with previous Consultants, are to be reviewed, and/or modified where necessary and used by Consultant to formulate drawings and specifications for all related work (architectural, landscaping, structural, interior animal holding, servicing, electrical, mechanical work, etc.) required for design and implementation of the Project.
- 3.6 The total budget for this project is a maximum of \$3,390,000, including consultants fees, construction, construction contingency allowance, and excluding taxes. Consultant to liaise with Zoo staff throughout the Project to confirm final design details.
- 3.7 Upon successful selection of consultant, the Detailed Design phase is expected to be undertaken immediately and proceed as fast as possible and to be completed by February 2017, for a March 2017 tender with construction starting in April 2017. See Section 8.0 for the detailed schedule requirements. The project is a priority for the Zoo and will be our major new opening in 2018.
- 3.8 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.

4.0 CONSULTANT SERVICES TO BE PROVIDED

- 4.1 Upon award of the contract, the selected firm will enter into an agreement for Architectural and Engineering Services with the Zoo, incorporating the terms and conditions of the Request for Proposal and the proponent proposal.
- 4.2 Design work is expected to be undertaken consistent with the Toronto Zoo Capital Works Program implementation.
- 4.3 Direct assistance and liaison of consultant with Zoo Facilities & Services staff regarding planning, design, construction, organization and scheduling.
- 4.4 Consultant to co-ordinate and liaise with all sub-consultants and others as necessary making sure all relevant issues have been raised and concluded.
- 4.5 Consideration must be given to the use of reused and recycled products, consideration for waste management concerns and energy efficiency within the design. Consideration should also be given to the use of long lasting maintenance free products where possible and appropriate. Consultant to assess and prepare a report detailing energy use change resulting from the project.
- 4.6 Regular meetings with Zoo staff will be required to finalize program requirements, design, development, concept drawings, specifications, implementation schedule and accurate Project costing products. Consultant to attend and take minutes at all design meetings.
- 4.7 Consultant to ensure notification of sub-consultants, names and phone numbers etc. for site access security purposes during design. Consultant and sub-consultants to attend a project start up meeting with appropriate Zoo staff for site access security purposes.
- 4.8 Consultant to prepare detailed design drawings and specifications from Zoo site drawings, typical specifications supplied by the Zoo and all animal holdings and staff/animal facilities components design from Project team meetings and workshop developments. The following authorities, guidelines and directives, among others, must be considered and developed into designs, as appropriate:
 - Ontario Ministry of Agriculture – Animals for Research Act
 - Ontario Ministry of Labour - Health & Safety Act
 - Ontario Hydro Energy Conservation Design Guidelines
 - Canadian Council on Animal Care – Research Facilities
 - Orangutan (Pongo) Care Manual
 - City of Toronto Energy Efficiency Guidelines
 - Toronto Green Standard
 - Ontario Building Code
 - Climate Change Risk Management
 - Orangutan Care Manual

- 4.9 Consultant to seek the building permit where applicable, and all other approvals from authorities having jurisdiction on behalf of the Zoo, and such work to be considered part of the Scope of Work of the Consultant in the Fee Proposal. Consultant to submit all necessary Project reports including final Project review report to authorities having jurisdiction on behalf of the Zoo.
- 4.10 Any Building Permit Application fees, and other fees that may be required, will be paid by the Zoo and should not be included in your fee proposal.
- 4.11 Preparation of final Plans and Specifications including all drawings (Architectural, Structural, Mechanical, Electrical, etc.), specifications, renderings, models and photograph reference as necessary for tendering and construction.
- 4.12 Retention of all specialized Sub-consultants (e.g. architectural, engineering, landscape, quantity surveyor, etc.) necessary to complete detailed design of the Project.
- 4.13 The Consultant to arrange soil, survey, or other investigations, and analysis if required, as part of their work for the Project.
- 4.14 Design, preparation, review and submission of conceptual and detailed design drawings, renderings, and specifications and related design products for approval, for all aspects of the work as necessary for the Project. Extent of mechanical, electrical drawings, investigations, and other needs for the Project to be determined as part of the classification of the buildings, based on the Ontario Building Code and Zoo requirements.
- 4.15 Preparation of final comprehensive construction tender documents for the Project.
- 4.16 Consultant to attend site briefing of contractors during tendering of project.
- 4.17 Consultant to review tender documents for the Project against requirements and Project budget and make recommendations.
- 4.18 Review tender submissions against requirements and project budget, confirm references and recommend a successful contractor to the Zoo for award of the work.
- 4.19 Consultant to attend pre-construction start-up and Health & Safety meeting with contractor(s), Zoo Facilities & Services staff and Safety & Security staff.
- 4.20 Consultant to attend and take minutes at all design, facility & program reviews, and special meetings as required throughout the duration of the project. Consultant to attend bi-weekly site meetings during construction of the project.
- 4.21 Consultant to ensure arrangement of construction work to be undertaken through liaison with Zoo staff to allow animal moves etc., for the best interest of the Zoo animal collection.
- 4.22 Inspection and general supervision of contractors and subcontractors to include all work (design and fabrication, architectural, structural, mechanical and electrical special materials and items, etc.) required to finish the project. The contractor must be notified of incorrect or unacceptable work immediately for prompt correction.

- 4.23 Consultant to be cognizant of the planned Project construction budgets in the Zoo Capital Works Program, design within budget, and undertake more detailed cost analysis where warranted during the detailed design of the Project.
- 4.24 Consultant to design within specified project budget limitations and be responsible for all work necessary to ensure conformance to budget, which includes the cost of construction, consultant fees, permits, disbursements, etc. Consultant to prepare a working budget for evaluation and analysis of tender results including unit prices as applicable.
- 4.25 Consultant will be responsible for re-design as necessary without additional cost if the Consultant costings are demonstrated to be in excess of budget amounts as determined by the Chief Operating Officer, Toronto Zoo. Any need to adjust Project costing must be communicated during detailed design and co-ordinated with Zoo staff if adjustments are deemed necessary.
- 4.26 Consultant to ensure notification prior to construction to the Zoo of list of contractors and sub-contractors, names and phone numbers etc. for site access security purposes.
- 4.27 Construction Contract Administration throughout the construction phases of the Project to final completion. Resident site inspection will be provided if requested by the Zoo, at a specified daily rate.
- 4.28 Consultant to 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 to the contractor performing the **Project**, at no additional fee.
- 4.29 Consultant to review and approve shop drawings for all aspects of the work as necessary during construction.
- 4.30 Review of contractor invoices and preparation and review of certificates of payment are the responsibility of the Consultant.
- 4.31 Consultant to co-ordinate and liaise with all Sub-consultants and others as necessary making sure all relevant issues have been raised and concluded.
- 4.32 Preparation of bi-weekly progress report, verifying Project in place and schedule of completion.
- 4.33 Direct assistance and liaison of Consultant with Zoo Project Management staff regarding planning, design, final detailed design and construction implementation reporting.
- 4.34 Consultant to perform commissioning services for all systems to confirm they are operating as designed. Consultant to attend commissioning and review of equipment with contractor and Toronto Zoo staff.
- 4.35 Consultant to ensure that all close-out documentation is provided including as-built drawings, maintenance manuals, operating manuals, warranty information etc. as per the contract documents.

- 4.36 Consultant to re-inspect the project, to liaise with contractors and other consultants, making sure all deficiencies have been corrected prior to the expiry date of warranties.

5.0 INSURANCE, INDEMNIFICATION AND POLICIES

- 5.1 Professional liability insurance in the amount of \$1,000,000 (per claim) and \$2,000,000 general liability insurance in respect of injury or death to a single person or for property damage in a manner satisfactory to the General Manager must be maintained through the Project and included in the Fee Proposal.
- 5.2 The Consultant hereby agrees that the Consultant will keep harmless and fully indemnify the Board, the City of Toronto, the Toronto and Region Conservation Authority, their employees, officers and agents against all actions and claims 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 sub-consultants or any of them, in the performance of the Services, save and except and only to the extent that any such loss, liability, judgments, costs, demands or expenses are caused by the Board or those for whom at law it is responsible.
- 5.3 All insurance policies shall be endorsed to provide a minimum advance written notice of not less than thirty (30) days, in the event of cancellation, termination or reduction in coverage or limits, such notice to be made to the Chief Operating Officer.
- 5.4 The Consultant shall, as applicable, conform to and enforce strict compliance with the Occupational Health and Safety Act and for purposes of the Act be designated as the "constructor" for the Service.
- 5.5 The Consultant must adhere to all relevant Zoo policies, including, but not limited to, the Contractor Safety Policy, Working in the Vicinity of Animal Containments Policy and the Vehicles on Site Policy, copies of which the COO shall supply to the Consultant.

6.0 PROPONENT SUBMISSION REQUIREMENTS

- 6.1 Title page showing request for Proposal Proponent's name
- 6.2 Duly executed proposal form
- 6.3 Indicate the individual or incorporated name of the Proponent (i.e. the prime Consultant); address(es); telephone and fax number(s); and name of key contact person(s).
- 6.4 The Proponent must provide names and company information for all Sub-consultants required by Consultant.
- 6.5 State the scope and limits of responsibility of the Consultant and Sub-consultants named in the team.
- 6.6 Provide a schedule or chart of the proposed tasks, hours and the hourly rates for each person associated with this project.

- 6.7 The Proponent must confirm compliance with the Insurance and Indemnification provisions identified in Section 4.0.
- 6.8 Clearly articulate key personnel to be involved with the Project and their responsibilities. Indicate the qualifications and experience (beyond a general resume), that each member will bring to the team and include a breakdown on the number of hours each will devote to the Project and their hourly billing rate. Indicate the total extent of availability of all team members throughout entire Project period.
- 6.9 Provide the name, location, client reference and brief description of not more than five (5) similar studies under the direct responsibility of the persons or team named above.
- 6.10 Clearly indicate how Project design and construction will be managed to conform to assigned projects budgets, construction timing, etc.
- 6.11 Guarantee Project start immediately following successful confirmation of award of the Project, and work to implementation and completion schedule.

7.0 PROPONENT FEE PROPOSAL

- 7.1 On the Fee Proposal Form (Appendix I), provide an upset fee limit for the Project inclusive of disbursements, plus HST, broken out for each Project phase, as follows:
- Phase I
 - Conceptual Design Consulting.
 - Phase II
 - Detailed Design - including all services and products leading to the Final Plans and Specifications for construction;
 - Tender - including site briefings for contactors, preparing addenda, review and recommendation of tenders.
 - Phase III
 - Construction Contract Administration - including inspection, reporting, meetings, and cost control tracking;
 - Commissioning - including review and confirmation all systems meet design requirements.
 - Disbursements separated out by each phase of design and construction administration.
 - Daily rate for resident site inspection (if requested).

All Consultant and Sub-consultants costs and drawings, models, renderings and similar costs to be the responsibility of the Consultant, identified and included as part of the fees in the Fee Proposal.

- 7.2 Provide hourly rates for other services which may be requested during completion of the Project.

- 7.3 An upset limit for disbursements is required, including, but not limited to, reproduction, postage, courier, fax machine, long-distance telephone calls; printing of drawings and specifications, photographic production, approved Consultant travel, as required. Photocopies of receipts must be provided for disbursements.
- 7.4 Soil and topographical surveys, environmental testing, permits and application fees are not to be included in the Fee Proposal and will be reimbursed separately if required.
- 7.5 A 10% holdback will apply to all fees, not including disbursements, to be released after 30 days following acceptance of final construction of the Project.
- 7.6 Proposal prices shall remain in effect for a period of ninety (90) days from the proposal due date of 2016-07-29.
- 7.7 The Proponent shall bear all costs and expenses with respect to the preparation and submission of its Proposal and the bidder participation in the proposal process (the "Proposal Costs"), including but not limited to: site visits and inspections, all information gathering processes, interviews, preparing responses to questions or requests for clarification from the Board, preparation of questions for the Board, and contract discussions and negotiations.
- 7.8 The Zoo shall not be responsible for or liable to pay any Proposal Costs of any bidder regardless of the conduct or outcome of the Proposal Request, Purchase Order, or Contract process.

8.0 PROPOSAL EVALUATION AND SELECTION

- 8.1 The Proponent is urged to ensure that its Proposal is submitted in the most favourable terms in order to reflect the best possible potential, since less than best potential could result in exclusion of the Proposal from further consideration.
- 8.2 The Agreement will not be awarded to the Proposal with the lowest cost, but rather, award shall be based on a combination of related expertise, prior project experience and price. Additionally, the Zoo may accept or reject any part of the Proponent's bid.
- 8.3 An Evaluation Team comprised of representatives designated by the Zoo will evaluate responses to the RFP.
- 8.4 There are three steps to the pre-defined evaluation process:
- Step 1 – Initial Review of Responses
 - Step 2 – Evaluation of Submitted Proposals
 - Step 3 – Evaluation of Presentations
- 8.5 Step 1 – Initial Review of Responses

The Zoo will open only those Proposals received by the Proposal Deadline and time specified within this RFP. Immediately upon opening, the Zoo will review each Proposal for compliance with the instructions and conditions applicable to this RFP. The Zoo, at its option, may seek Proponent retraction and clarification of any discrepancy/contradiction found during its review of Proposals.

8.6 Step 2 – Evaluation of Submitted Proposals

- 8.6.1 The Evaluation Team will evaluate each submitted Proposal, that has passed through Step 1, on criteria that will include, but not necessarily be limited to, the following:

Evaluation Criteria	Points
Depth and breadth of the Project team's relevant qualifications and experience with similar scale and type of Projects	25
Depth and breadth of the Project team Lead's relevant qualifications and experience	20
Proposed management of design and construction	
Commitment to complete work according to schedule of events in section 8.0 within the RFP	10
Availability of team members during entire Project	10
Understanding of Project scope of work	10
Details on the general approach and methodology that proponent would take in performing the services outlined within the RFP	10
Fee Proposal	15

- 8.6.2 The Zoo may, at its discretion, eliminate a Proposal from further consideration if it deems the overall cost to be prohibitive.

- 8.6.3 A short-list of suitable Proponents may be established who may be invited to Step 3 to provide presentations related to their Proposal.

8.7 Step 3 – Evaluation of Presentations (If Required)

- 8.7.1 Invited Proponent(s) shall provide presentations in support of their Proposals or to demonstrate or otherwise expand on the information contained therein.

- 8.7.2 The Proponent(s) shall ensure that the presentation is made by well versed staff with the authority to make decisions and commitments on behalf of the Proponent.

- 8.7.3 Any and all costs incurred by the Proponent in order to prepare for and attend the presentation and/or demonstration including transportation, food, lodging, etc. shall be borne entirely by the Proponent.

- 8.8 The final score is then calculated as illustrated in the following table:

Evaluation	Score
Step 1 – Initial Review of Submitted Proposals	Prerequisite
Step 2 – Evaluation of Submitted Proposals	Maximum 100
Step 3 – Evaluation of Presentations (If Required)	(Maximum 50 If Required)
Total maximum score excluding Presentation	100
Total maximum score including Presentation	150

- 8.9 By responding to this Proposal, the Proponent agrees to accept the recommendation of the Evaluation Team as final.
- 8.10 All Proposals shall be submitted by the Proponent on the understanding that the Proposals shall become the property of the Zoo.
- 8.11 **SCHEDULE OF EVENTS:**

The following is a tentative schedule for the Orangutan Outdoor Exhibit process.

The Zoo expects detailed design work to begin immediately upon selection of the successful consultant, and be completed such that all construction/refurbishment work is completed as follows:

The final schedule will be developed jointly with the successful proponent in the first week of project execution:

Pre-Award	
Release of RFP	2016-07-08
Proponents' Question Deadline	2016-07-21
Submission Due	2016-07-29
Interviews, if necessary	Week of 2016-08-01
Notification of Award By the Toronto Zoo	Week of 2016-08-08
Post-Award	
Kick Off Meeting	Week of 2016-08-22
Preliminary Draft Design Due	2016-11
Final Design Due	2017-02
Tender	2017-03
Construction Start Date	2017-04
Construction Completion Date	2018-03

The RFP process and project will be governed according to the above schedule or other schedule provided by the Consultant and approved by the COO. Although every attempt will be made to meet all dates listed, the Toronto Zoo reserves the right to modify any or all dates at its sole discretion. Appropriate notice of change will be provided, in writing, as soon as is feasible so that each Proponent will be given the same non-preferential treatment.

9.0 PROPOSAL TERMS AND PROVISIONS

The successful Proponent shall be retained through a contractual agreement and/or a purchase order, which includes the terms and conditions of this Request for Proposal.

9.1 Consultant's Liability and Indemnity

The Consultant will from time to time at all times hereafter well and truly save, defend and keep harmless and fully indemnify the Board, the City of Toronto, and the Toronto and Region Conservation Authority and each of their officers, employees and agents (hereinafter called the "Toronto Indemnities") of, from and against all manner of action, suits, claims, executions and demands which may be brought against or made upon the Toronto Indemnities or any of them and of, from and against all loss, costs, charges, damages, liens and expenses which may be

sustained, incurred or paid by the Toronto Indemnities, their officers, employees and agents or any of them by reason of or on account of or in consequence of the execution of this agreement or provision of the business or any other work or matter to be carried out or performed by the Proponent with respect to the Request for Proposal or any agreement that may result from the request for proposal process, and/or the non-execution or imperfect or improper execution thereof and will pay to the Toronto Indemnities on demand any loss, costs, damages and expenses which may be sustained, incurred or paid by the Toronto Indemnities or any of them in consequence of any such action, suit, claim, lien, execution or demand and any monies paid or payable by the Toronto Indemnities or any of them in settlement or discharge on account thereof.

The Consultant shall be responsible for any and all damages, or claims for damages for injuries or accidents done or caused by his or her employees, or resulting from the prosecution of the Work, or any of their operations, or caused by reason of the existence of location or condition of the works, or of any materials, plant or machinery used thereon or therein, or which may happen by reason thereof, or arising from any failure, neglect or omission on their part, or on the part of any of their employees to do or perform any or all of the several acts or things required to be done by him or them under and by these General Conditions, and covenants and agrees to hold the Board, the Toronto and Region Conservation Authority and the City of Toronto, their officers, agents, employees, Consultants and invitees harmless and indemnified for all such damages and claims for damage; and in case of the Consultant's failure, neglect or omission to observe and perform faithfully and strictly, all the provisions of the Work, the COO may, either with or without notice (except where in these Contract Requirements, notice is specially provided for, and then upon giving the notice therein provided for), take such steps, procure such material, plant trucks and men, and do such work or things as he/she may deem advisable toward carrying out and enforcing the same and any such action by the COO as he is herein empowered to take, shall not in any way relieve the Consultant or his/her surety from any liability under the Contract.

9.2 Incurred costs

The Proponent shall bear all costs and expenses with respect to the preparation and submission of its Proposal and the Proponent's participation in the proposal process (the "Proposal Costs"), including but not limited to: all information gathering processes, interviews, preparing responses to questions or requests for clarification from the Board and contract discussions and negotiations.

The Toronto Zoo shall not be responsible for or liable to pay any Proposal Costs of any Proponent regardless of the conduct or outcome of the Proposal Request, Purchase Order process, or Contract process.

9.3 The RFP does not constitute an offer or tender by the Toronto Zoo. Receipt of Proposals by the Toronto Zoo pursuant to this RFP or selection or notification confers no rights under any Proposal nor obligates the Toronto Zoo in any manner whatsoever.

9.4 **Liability of Errors**

While the Toronto Zoo has used considerable efforts to ensure an accurate representation of information in this Request for Proposal, the information contained in this Request for Proposal is supplied solely as a guideline for Proponents. The information is not guaranteed or warranted to be accurate by the Toronto Zoo, nor is it necessarily comprehensive or exhaustive. Nothing in this Request for Proposal is intended to relieve Proponents from forming their own opinions and conclusions with respect to the matters addressed in this Request for Proposal.

9.5 **Toronto Zoo Rights and Options Reserved:**

The Toronto Zoo reserves the right to award the contract to any proponent who will best serve the interest of the Toronto Zoo. The Toronto Zoo reserves the right, in its sole discretion, to exercise the following rights and options with respect to the proposal submission, evaluation and selection process under this RFP:

- (a) To reject any or all proposals.
- (b) To re-issue this RFP at any time prior to award of work.
- (c) To cancel this RFP with or without issuing another RFP.
- (d) To supplement, amend, substitute or otherwise modify this RFP at any time prior to the selection of one or more proponents for negotiation.
- (e) To accept or reject any or all of the items in any proposal and award the work in whole or in part.
- (f) To waive any informality, defect, non-responsiveness and/or deviation from this RFP and its requirements.
- (g) To permit or reject at the Toronto Zoo's sole discretion, amendments (including information inadvertently omitted), modifications, alterations and/or corrections of proposals by some or all of the proponents following proposal submission.
- (h) To request that some or all of the proponents modify proposals based upon the Toronto Zoo's review and evaluation.
- (i) To request additional or clarifying information or more detailed information from any Proponent at any time, before or after proposal submission, including information inadvertently omitted by the proponent.

9.6 **Cancellation**

Nothing herein shall be construed as giving the Proponent the right to perform the services contemplated under this agreement beyond the time when such services become unsatisfactory to the Toronto Zoo; and in the event that the Proponent shall be discharged before all the services contemplated hereunder have been completed or the services are for any reason terminated, stopped or discontinued because of the inability of the Proponent to serve under this agreement, the Proponent shall be paid only for the portion of the work which shall have been satisfactorily completed at the time of termination.

9.7 Ownership and Confidentiality of Board-Provided Data

All correspondence, documentation and information provided by the Toronto Zoo staff to any bidder or prospective Bidder in connection with, or arising out of this RFP, the services or acceptance of the RFP:

- 9.7.1 is and shall remain the property of the Board;
- 9.7.2 must be treated by Proponents and Prospective Proponents as confidential;
- 9.7.3 must not be used for any purpose other than for replying to this RFP, and for fulfillment of any related subsequent agreement.

9.8 Copyright:

The final product and related materials from the work is to be for the exclusive use of the Toronto Zoo. The Toronto Zoo shall be the only and sole owner of the product and related materials for the sole and unfettered use by the Toronto Zoo. Upon payment of the said product and related materials by the Toronto Zoo, the successful bidder shall have no hold, proprietary claim, ownership, use of any kind, intellectual or otherwise nor shall there be any restrictions placed on the final product and related products by the successful bidder. By submitting a Proposal in this response to this RFP, the Bidder shall thereby acknowledge and agrees that the Toronto Zoo has exclusive ownership and sole and unfettered use of this final product and related products.

9.9 Ownership and Disclosure of Proposal Documentation

The documentation composing any Proposal submitted in response to this RFP, along with all correspondence, documentation and information provided to the Toronto Zoo by any Bidder in connection with, or arising of this RFP, once received by the Toronto Zoo:

- 9.9.1 Shall become property of the Toronto Zoo and may be appended to purchase order issued to the successful Bidder;
- 9.9.2 Shall be come subject to the Municipal *Freedom of Information and Protection of Privacy Act* (“*MFIPPA*”) and may be released pursuant to that Act

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

Each Bidder’s name shall be made public. Proposals will be made available to member of the Board on a confidential basis and may be released to members of the public pursuant to *MFIPPA*.

9.10 Conflict of Interest Statement

In its Proposal, the Proponent must disclose to the Toronto Zoo any potential conflict of interest that might comprise the performance of the Work. If such a conflict of interest does exist, the Toronto Zoo may, at its discretion, refuse to consider the Proposal.

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

Proponents are cautioned that the acceptance of their Proposal may preclude them from participating as a Proponent in subsequent projects where a conflict of interest may arise. The Consultant(s) for this project may participate in subsequent/other Toronto Zoo projects provided the Consultant(s) has (have) satisfied pre-qualification requirement of the Toronto Zoo, if any and in the opinion of the Toronto Zoo, no conflict of interest would adversely affect the performance and successful completion of an Agreement by the Consultant(s).

If, during the Proposal evaluation process or the negotiation of the Agreement, the Proponent is retained by another client giving rise to potential conflict of interest, then the Proponent will so inform the Toronto Zoo. If the Toronto Zoo requests, then the Proponent will refuse the new assignment or will take steps as are necessary to remove the conflict of interest concerned.

9.11 No Collusion

A proponent shall not discuss or communicate, directly or indirectly, with any other Proponent or their agent or representative about the preparation of the Proposals, Each proponent shall attest by virtue of signing the Proposal Submission Form that its participation in the RFP process is conducted without any collusion or fraud. If the Toronto Zoo discovers there has been a breach of this requirement at any time, the Toronto Zoo reserves the right to disqualify the Proposal or terminate any ensuing Agreement.

9.12 Governing Law

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

10.0 PROPOSAL FORM

The undersigned Proponent having reviewed and fully understood the RFP and all terms and requirements of the RFP and all terms and conditions of the RFP and information provided, hereby submits the attached Proposal and supporting materials (“the Proposal”) in accordance.

I/We, hereby, have received, allowed for and included as part of our submission all issued Addendum numbered _____.

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

By submitting a Proposal the Proponent agrees to all of the terms and conditions of this Request for Proposal.

By signing and submitting this proposal, you are agreeing to the release of your proposal information, as deemed necessary by the Board, in order to conduct business associated with this proposal or project.

COMPANY INFORMATION	
Company Name:	
Name of authorized Signing Officer	Title:
Signature:	Date:
Contact Name:	Title:
Address:	
Telephone #:	Fax #:
Email:	Web Site:
HST #:	

DISCOUNT	Discount	Days
Discount allowed for prompt payment and period within which invoice must be paid to qualify.	%	

NOTICE OF NO BID

INSTRUCTIONS:

It is important to the Toronto Zoo to receive a reply from all invited bidders. If you are unable, or do not wish to submit a bid, please complete the following portions of this form. State your reason for not bidding by checking the applicable box(es) or by explaining briefly in the space provided. It is not necessary to return any other Request for Proposal/Quotation/Tender documents or forms. Please just return this completed form by fax or by mail prior to the official closing date. Purchasing and Supply Fax Number: (416) 392-6711.

A Proposal/Quotation/Tender is not submitted for the following reason(s):		
<input type="checkbox"/>	Project/quantity too large.	<input type="checkbox"/> Project/quantity too small.
<input type="checkbox"/>	We do not offer services or commodities to these requirements	<input type="checkbox"/> Cannot meet delivery or completion requirement
<input type="checkbox"/>	We do not offer this service or commodity.	<input type="checkbox"/> Agreements with other company do not permit us to sell directly.
<input type="checkbox"/>	Cannot handle due to present commitments.	<input type="checkbox"/> Licensing restrictions
<input type="checkbox"/>	Unable to bid competitively.	<input type="checkbox"/> We do not wish to bid on this service or commodity in the future.
<input type="checkbox"/>	Insufficient information to prepare quote/proposal/tender	<input type="checkbox"/> Specifications are not sufficiently defined
<input type="checkbox"/>	We are unable to meet bonding or insurance requirements.	

Other reasons or additional comments (please explain):

Company Name:	
Address	
Contact Person:	
Signature of Company Representative:	
Date:	
Phone Number:	
Email address	
Fax Number:	

APPENDIX I

FEE PROPOSAL FORM

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

SAMPLE AGREEMENT

THIS AGREEMENT made in triplicate this xxth day of xxxxxxxx, 2016

B E T W E E N:

BOARD OF MANAGEMENT OF THE TORONTO ZOO

hereinafter called the "**Board**",

OF THE FIRST PART

- and -

NAME

hereinafter called the "**Consultant**",

OF THE SECOND PART

WITNESSES THAT:

WHEREAS the **Board** issued a Request for Proposal dated 2010-04-29 in order to obtain the services of a consultant to provide consulting services for the proposed _____ (the "**Project**") at the Toronto Zoo (hereinafter called the "**Zoo**") (which Request for Proposal is hereinafter called the "**RFP**") and is appended hereto as Schedule "**A**";

AND WHEREAS the **Consultant** has submitted a Proposal and a Fee Schedule dated xxxx-xx-xx, (hereinafter called the "**Proposal**") to provide the services in relation to the **Project** more particularly as set out in the **Proposal** and appended hereto as Schedule "**B**" (the services and other things required to be done by the **Consultant** as set out in both the **RFP**, the **Proposal** and Schedule "**C**", are hereinafter called the "**Services**");

AND WHEREAS the **Consultant** has agreed to perform the **Services** upon the terms and conditions as hereinafter set forth;

IN CONSIDERATION OF the mutual covenants herein contained, the **Board** and the **Consultant** hereby mutually covenant and agree as follows:

1. RESPONSIBILITIES OF CONSULTANT

- (1) The **Consultant** shall, in accordance with all of the terms of this Agreement (the "**Agreement**"), supply, provide and perform the **Services** with all due and reasonable diligence, professional skill and competence, all to the satisfaction of the **Zoo's Chief Executive Officer** or his/her designate (collectively called the "**CEO**").
- (2) Notwithstanding subsection (1) above, the **Consultant** shall only perform the **Services** set out by the issuance of a Purchase Order. For greater clarity, as of the date of the execution of this agreement, the **Board** has approved the Conceptual Design (Phases I) portion of the **Project**.
- (3) The **Board** shall, in its sole discretion, have the right to require the **Consultant** to perform those remaining parts of the **Project**, i.e. Detailed Design & Tender (Phase II), and the Construction Administration and Commissioning (Phase III), by the issuance of a further Purchase Order(s), but shall be under no obligation to do so.
- (4) The **Consultant** shall provide, at the **Consultant's** sole cost and expense, all necessary equipment, accommodation, staff and technical assistance required in performing the **Services**.
- (5) The **Consultant** shall, even if the rate of payment set forth in Schedule "**B**" hereto is based on an hourly, daily or other time based rate, perform all of the **Services** notwithstanding that the value of the time spent by the **Consultant** in performance thereof exceeds the maximum 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**.

- (6) In the event that a dispute occurs between the **Consultant** and the **Board** as to whether or not any portion of the **Project** has not 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 make a payment claim for such remediation work on the **Project**.

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 sub-consultants 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 TWO MILLION DOLLARS (\$2,000,000.00) per claim and otherwise satisfactory in form and content to the **CEO** and comprehensive general liability insurance having a limit of not less than FIVE MILLION DOLLARS (\$5,000,000.00) 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 Animal Health Centre 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
Scarborough, ON M1B 5K7
Attention: Chief Executive Officer

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

[Legal Entity Name]

]

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.

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 NAME /**
) 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 NAME]

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 construction 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 XXX Dollars (\$xxx.00), 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, at no additional fee, as directed by the **CEO**, and issue related instructions to the contractor performing the **Project**;
- (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;
- (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 NAME

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 (xxx.00 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 (\$xxx.00) of the **Fee** upon receipt by the **CEO** of the Conceptual Design satisfactory to him (Phase I);

And, in accordance the terms of section 1(3) of the Agreement, any or all of the following further work subject to the approval of the **Board**, in its sole discretion:

 - (b) up to _____ Dollars (\$xxx.00) of the **Fee** upon receipt by the **CEO** of the Detailed Design & Tender satisfactory to him (Phase II).; and,
 - (c) up to _____ Dollars (\$xxx.00) of the **Fee** upon completion of Construction Administration and Commissioning (Phase III) 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 (\$xxx.00), 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.