

Request for Proposal Professional Engineering Services

FEASIBILITY STUDY FOR A DOWNTOWN OTTAWA TRUCK TUNNEL LINKING THE MACDONALD-CARTIER BRIDGE AND HIGHWAY 417/NICHOLAS STREET

1. Requirement:

The City of Ottawa, hereinafter referred to as the *City* is seeking proposals from Consulting Engineering firms hereinafter referred to as the *Consultant* to provide professional engineering services as described in the Project Information and General Terms of Reference attached as Annex "A".

2. Period of Proposed Contract:

The proposed period of contract is from **fifteen (15) months from date of award of the contract.**

3. Project Authority:

The services provided will be subject to review and acceptance by the Project Authority hereby identified as the **Manager, Transportation Planning Branch, Planning and Growth Management Department, Planning and Infrastructure Portfolio.**

4. Inquiries:

All inquiries regarding this Request for Proposal (RFP) are to be directed to the Contracting Authority specified herein. Inquiries must be received in writing (e-mail) no later than **Monday 05 May 2014**. All inquiries received, and the answers as provided by the Project Authority will be provided to all Consultants by way of written addendum, no later than **Thursday 08 May 2014** without naming the source of the inquiry.

5. Order of Precedence:

The documents listed below form part of the Request for Proposal (RFP) and will be incorporated into any resulting contract. If there is a discrepancy between the wording of one document and the wording of any other document which, appears on the list, the wording of the document which appears first on the list shall take precedence:

Request for Proposal
Annex A - Project Information and General Terms of Reference
Annex B - Financial Proposal and Contractual Acknowledgement
Annex C - General Conditions - Engineering Services - December 2009

6. Content of Submission:

Your proposal should not exceed **ten (10) single 8.5" X 11" sided pages** in 10-point font (Times New Roman), including two (2) spreadsheets which can be submitted in 11" X 17" format and will count as **two (2) pages**.

Résumés should be attached to the Content of Submission in the form of appendices. Any other supplemental documentation that does not respond directly to the Terms of Reference and Evaluation Criteria, such as corporate literature, must be submitted on CD or DVD. The City will not consider supplemental documentation submitted on CD or DVD in the evaluation of submissions.

The proposal should be clear, concise, and should include sufficient detail for effective evaluation and for substantiating the validity of stated claims. The proposal should not simply rephrase or restate the requirement but rather should provide convincing rationale to address how the proponent intends to meet the stated requirements. Proponents shall assume that the evaluation team has no prior knowledge of their facilities and experience, and will base its evaluation on the information presented in the proposal. Proposals should be submitted in a professional format, including a table of contents. Proposals should address the RFP using the same numbering system as set forth in this RFP. Proposals should include the use of accurate reference tabs, if necessary.

7. Evaluation Criteria:

Your Proposal should include: (i) a Service Proposal that demonstrates understanding of the scope and particulars of the Project, and should clearly address the following evaluation criteria lettered a) through f) inclusive (and lettered as such in the Service Proposal); and (ii) a Financial Proposal that addresses the requirements set out in the Financial

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Proposal and Contractual Acknowledgement attached as Annex “B”. A total of 100 available points will be allocated to the Proposal as follows:

Category	Available Points
(i) Service Proposal	
a) Experience and Qualifications of the Consultant	20
b) Experience and Qualifications of Key Team Members	20
c) Understanding of Objectives	10
d) Quality of Approach and Methodology	15
e) Proposed Work Plan, Schedule and Level of Effort	15
(ii) Financial Proposal	20
Total Available Points	100

8. Service Proposal

a) Experience and Qualifications of the Consultant (20 points)

Outline your corporate experience. Provide three (3) similar projects completed by your firm over the past ten (10) years in the preparation of relevant transportation feasibility studies or Environmental Assessment Studies for transportation projects and your knowledge of local conditions. For each project description provide name of client, contact information, name of the project, date and duration, methodology employed and dollar value of the contract. Also, identify whether or not projects were completed on time and within budget, and if not, provide explanation. The City reserves the right to verify information provided. The City will only evaluate three (3) examples. If more than three (3) project examples are provided, only the first three (3) will be evaluated.

<i>Corporate Experience</i>	<i>10 points</i>
<i>Project No. 1</i>	<i>3.33 points</i>
<i>Project No. 2</i>	<i>3.33 points</i>
<i>Project No. 3</i>	<i>3.33 points</i>

b) Experience, Qualifications and Availability of Team Members (20 points)

Provide the qualifications, experience of the Project Manager, Key Team Members, Sub-consultants and other Staff in the undertaking of transportation feasibility studies and transportation Environmental Assessment studies. List by proposed role or responsibility the, name of staff, years of experience in a table format. Ensure all relevant disciplines are documented. Resumes should be included in the appendix.

<i>Project Manager</i>	<i>10 points</i>
<i>Key Team Members</i>	<i>10 points</i>

c) Understanding of Objectives (10 points)

Describe your understanding of the assignment, including overall scope and objectives, noting any specific issues that may require extraordinary attention.

<i>Overall Understanding</i>	<i>5 points</i>
<i>Specific Issues Identified</i>	<i>5 points</i>

Note: Responses that incorporate excessive blocks of text that have been copied directly from the RFP will not be regarded as demonstrating an understanding of the requirement.

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d) **Quality of Approach and Methodology (15 points)**

Describe the approach and methodology to be followed in completing all aspects of the assignment in order to achieve the stated project objectives. The Approach section of the proposal shall outline the consultant's strategies, assumptions, and philosophies in completing this design assignment and obtaining the necessary approvals. The Methodology portion of the proposal shall describe the proponent's proposed process for completing this assignment.

<i>Approach is Comprehensive</i>	<i>7.5 points</i>
<i>Methodology will Achieve Objectives</i>	<i>7.5 points</i>

e) **Proposed Work Plan, Schedule and Level of Effort (15 points)**

Provide a work plan and schedule, including a breakdown of the major tasks and the level of effort of the individual team members in sufficient detail to allow a complete understanding as to how and by whom the work is to be carried out. The level of effort presented in the service proposal should be expressed **in hours, not days.**

<i>Work Plan is Thorough</i>	<i>7.5 points</i>
<i>Schedule and Level of Effort is Appropriate</i>	<i>7.5 points</i>

Note: That although the "person day allocations" are often included within the sealed financial proposal, the City requires that a copy, without financial details such as per diem rates, be included in your service proposal, so that the level of effort can be clearly determined and may be evaluated at this stage.

9. Financial Proposal (20 points)

Points will be awarded based on **Standard Deviation** where the low cost responsive proposal receives full points, and other proposals lose points to the extent that they exceed the low cost responsive proposal. Financial points will only be awarded to Consultants who have achieved a minimum score of **70% (56 out of 80)** on the evaluation criteria lettered a) to e) inclusive. Proposals that do not meet the minimum score required will be deemed non-compliant and will be given no further consideration.

In a separate **sealed** envelope, clearly identified as **Financial Proposal**, and using Annex B which is attached for that purpose, the Consultant is to provide a **Total Firm Price**, to include all engineering fees, disbursements and taxes, to complete this assignment in accordance with the Services detailed herein and in the Consultant's proposal.

a) **Budget:**

The total budget to complete this assignment described in Annex A is \$630,000.00, exclusive of taxes, which will be jointly funded by The City and The Ontario Ministry of Transportation.

b) **Prompt Payment Discount:**

Suppliers are encouraged to offer a cash discount for prompt payment, which **will** be taken into consideration in the award of this contract, provided that **the minimum number of working days for payment is fifteen (15).**

c) **Follow-On Contracts:**

The City reserves the right to award subsequent phases of the project to the successful Consultant, and fees for any follow-on contracts shall be based on the same unit or per diem rates proposed under this Request for Proposal. **A sliding discount of five percent (5%) shall be applied to hourly or per diem rates, proposed under this Request for Proposal.**

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10. Vendor Innovations:

- a. Once the procurement process is complete and a Contract has been awarded, the City will permit the Contractor to propose innovative operational or strategic improvements that result in cost savings, which cost savings do not, in the opinion of the City, have a negative impact on the compliant fulfillment of the contract
- b. Approval of an innovative operational or strategic improvement will be conditional upon the Contractor quantifying the cost savings and the Contractor also agreeing to share these cost savings equally with the City.

11. General Conditions - Engineering Services:

As provided for under Contractual Acknowledgement of Annex B, the Consultant must certify acceptance of the General Conditions - Engineering Services which are attached as Annex C, dated December 2009 and which shall form part of and be incorporated into the proposed contract.

12. Selection Process:

An evaluation team, overseen by City and Ministry of Transportation (MTO) staff and facilitated by Supply Branch, will review all proposals received and score the proposals using a “*consensus*” approach, in relation to the criteria and points that are identified.

An award may be made solely on the basis of the proposal submission, without a meeting with the Consultant. However, one or more Consultants may be invited to attend a formal interview with the evaluation team, or to provide written clarification on their proposal.

13. Basis of Selection:

The award of this contract will be contingent upon the City of Ottawa and the Ontario Ministry of Transportation (MTO) reaching a cost sharing agreement. The Project Authority intends to recommend the appointment of the Consultant on the basis of “**best overall value**” to the City as determined by the proposal that:

- i) attains, at a minimum, 70% (or 56 out of 80) on the Services Proposal lettered a) to e) inclusive;
- ii) attains the highest score out of the 100 points available based on the evaluation criteria and;
- iii) meets the budget requirements as outlined in Article ‘9. a) Budget’.

The Consultant appointment is subject to approval by the City of Ottawa in accordance with the provisions of the Purchasing By-Law.

14. Cost Saving Strategy

The successful proponent, determined in accordance with the Basis for Selection, will be **required** to review their level of effort and work schedule with the City, before contract award, and within a reasonable time period, submit a revised work plan and total upset limit price that reduces the contract price by a minimum of 4% through:

- An agreed upon reduction in level of effort
- A reduction in the hourly or per diem rates applied to staff, and/or
- Any of the several strategies identified by the Consulting Engineers of Ontario, in their memo of 02 October 2008, to the City of Ottawa, under item D) Ideas for Consideration.

If the City and the preferred proponent are unable to agree on a cost saving strategy that accomplishes the minimum savings objective, the City reserves the right to withhold the award of contract, and cancel the procurement process, including any prequalification that may have been in place, and obtain the required professional services through any of the means available under the City of Ottawa Purchasing By-Law.

15. Proposal Validity:

Proposals shall remain valid and open for acceptance by the City for a period of ninety (90) calendar days, following the due date for receipt of proposals.

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16. Submission of Proposal:

Proponents are requested to submit, in a separate sealed package, the following copies of their Rated Requirements Responses:

- Six (6) paper copies (marked as “Copy”);
- One (1) electronic copy (on either a CDR disk or secure USB Flash member key); and
- One (1) original paper copy (marked “Master Copy”), signed and dated. The copy identified as the Master Copy shall take precedence should there be any discrepancy amongst the proposal sets.

Proponents are requested to submit, in a separate sealed package, the following copies of their Financial Offer:

- One (1) paper copy (marked as “Copy”);
- One (1) electronic copy (on either a CDR disk or secure USB Flash member key); and
- One (1) original paper copy (marked “Master Copy”), signed and dated. The copy identified as the Master Copy shall take precedence should there be any discrepancy amongst the proposal sets.

Each copy should clearly identify the Proponent’s name, the RFP Number, the RFP due date and confirmation as to the contents represented within the copy.

Electronic copies should be submitted in Adobe “PDF” formatted documents, except as noted.

Copies of your Rated Requirements Responses and Financial Offer, should be signed by an authorized official, in a sealed package, clearly identified as to contents and addressed to:

City of Ottawa
Finance Department
Supply Branch
100 Constellation Drive
4th Floor, West Tower
Ottawa, ON K2G 6J8

Proposals **MUST** be received at this location **NOT LATER THAN 3:00 P.M. LOCAL TIME,**
on **THURSDAY, 15 MAY 2014.**

Proposals received after the above due date and time will not be considered, but will be returned unopened, to the Consultant.

17. Contracting Authority:

For further information regarding the RFP, or the assignment, please contact:

City of Ottawa
Finance Department
Supply Branch
100 Constellation Drive
4th Floor, West Tower
Ottawa, ON K2G 6J8

Attention: Anthony Casimiri
Title: Purchasing Officer
Telephone: (613) 580-2424, ext. 21064
Facsimile: (613) 560-2126
E-mail: anthony.casimiri@ottawa.ca

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18. Note to Consultants:

It is essential that the elements contained in the proposal are stated in a clear and concise manner. Failure to provide complete information as requested will be to the consultant's disadvantage.

Proposals should be submitted in the format requested, with an index and preferably including the criteria subject to point rating in a clear identifiable location. If a Consultant feels that the conditions will restrict it unnecessarily in any way, it should so state in its proposal. Any deviation from the stipulated conditions should be given in detail with an explanation as to why such deviations are being proposed. The City reserves the right to accept any proposal as submitted without prior negotiations. It is the responsibility of the Consultant to obtain clarification of the requirements contained herein, if necessary, prior to submitting a proposal.

Each proposal will be evaluated solely on its content. Assessment of the proposal commences immediately after closing date.

The City does not accept proposals submitted by facsimile transfer machine or electronic mail.

The City reserves the right to accept or reject any or all tenders received, should it be deemed in the best interest of the City. Should only one tender be received, the City reserves the right to reject it. If the tender amount exceeds the approved funds which are available, the Contracting Authority retains the absolute right to eliminate the tender from further consideration due to the lack of availability of funds.

The City reserves the right to accept or reject any or all proposals received or to cancel the RFP in its entirety, all without any right of recourse on the part of any Consultants, and to seek clarification from one or more Consultants on the contents of their proposal submission.

Consultants are advised that all communications with the City related to this RFP during the bidding process must be made directly and only with the Contracting Authority.

This RFP does not commit the City to award a contract or to pay any costs incurred in the preparation of a proposal, or attendance at a meeting with City staff.

The Contracting Authority will only make official modifications to the RFP process, or to the actual "terms of reference" through official addendum issue. Any oral statement or other representation from any source should not be accepted as binding, unless confirmed through an official written addendum.

Copies of this RFP are available from the **MERX Distribution Unit**, telephone 1-800-964-6379 or via the Internet at **www.merx.com**. MERX is the official and sole distributor of this RFP and any addenda. If a Consultant obtains this document by means other than through MERX. Verification as to the accuracy of the document and receipt of any addenda shall be the sole responsibility of the Consultant.

The City relies on the electronic MERX advertisement to provide public notice of this business opportunity and is not obligated to notify past or present suppliers in any other manner.

Annex A
Project Information and General Terms of Reference

**FEASIBILITY STUDY FOR A DOWNTOWN OTTAWA TRUCK TUNNEL
LINKING THE MACDONALD-CARTIER BRIDGE AND HIGHWAY 417/NICHOLAS STREET**

1.0 INTRODUCTION

The City of Ottawa is undertaking a Feasibility Study that will examine the potential for the construction of a tunnel for trucks in downtown Ottawa linking the Macdonald-Cartier Bridge and Nicholas Street/Highway 417. The main objective of this truck tunnel would be to remove those vehicles from the surface road network of King Edward Avenue, Rideau Street and related roadways and thereby allow a long sought transformation of the nearby community to restore it to one that is more liveable and safe. This would be possible with the elimination of heavy trucks that have for decades been adversely impacting the community due to their large numbers, speed, noise and air pollution and the personal safety concern they present to residents and visitors to the National Capital Region.

The Ontario Ministry of Transportation is both a funding partner in this Feasibility Study and part of the Study Team.

This Scope of Work describes the City's requirements with respect to a proposed methodology and the deliverables for this feasibility study.

1.1 Historical and Current Policy Background

The construction in the mid-1960's of Quebec provincial Highway 5 and the six-lane Macdonald-Cartier Bridge across the Ottawa River resulted in significant increases in the number of motor vehicles on King Edward Avenue and roadways leading to Highway 417.

To assist in the movement of these vehicles, in the 1970's plans were made for the construction of the "Vanier Arterial" that would link directly from the north end of King Edward Avenue and the off ramps from the Macdonald-Cartier Bridge, then cross east over the Rideau River and go along a former railway line to Highway 417. This controlled access roadway would offer an alternative north-south route to use of King Edward Avenue and Nicholas Street for vehicles traveling between the Macdonald-Cartier Bridge and Highway 417. By agreement of the federal and municipal parties involved in the construction of the "Vanier Arterial" trucks would be prohibited on that road; this requirement remains in force today. The northern end of the now called Vanier Parkway, from Beechwood Avenue across the Rideau River to the bridge off ramps, was never built. It was removed from the road network plans of the former Regional Municipality of Ottawa-Carleton as part of the 1997 Regional Official Plan as approved by the Ontario Municipal Board. At the northern terminus of the Vanier Parkway traffic going north to Quebec travels along St. Patrick Street and a portion of King Edward Avenue.

The current (2014) Official Plan of the City of Ottawa addresses the issue of truck traffic on King Edward Avenue in several policies as follows:

Section 2.3.1, **Transportation**, policy 32

The City will explore alternative means to accommodate interprovincial truck travel to minimize impacts on the Central Area, in particular along and in the vicinity of King Edward Avenue. The City will, working with other levels of government, remove Rideau Street and King Edward Avenue from the City's identified truck route system upon the completion of a new interprovincial corridor to accommodate trucks.

Section 3.6.6, **Central Area**, policy 7h) and 8c):

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7h) King Edward Avenue, also designated a Traditional Mainstreet in its extent beyond the Central Area, is a major entrance gateway into Ottawa from Quebec, with significant potential for residential and other types of intensification and a new role as a unifying element between East and West Lowertown once the truck route is relocated to a new inter-provincial bridge. [Amendment #76, August 04, 2010]

8c) The City will, working with other levels of government, remove Rideau Street and King Edward Avenue from the City's identified truck route system upon the completion of a new interprovincial corridor to accommodate trucks; [Amendment #76, August 04, 2010]

Similar policies, including specific reference to a truck tunnel, are reflected in the City's updated 2013 Transportation Master Plan which states:

Action 7-7:

Interprovincial bridges. The Ottawa River is spanned by five roadway bridges under federal jurisdiction. This plan projects a substantial increase in total peak hour travel demand across these bridges by 2031, and despite higher levels of transit ridership one or more new river crossing(s) will be warranted by that time. A primary consideration in the planning of a new crossing is its effectiveness as a truck route, because restrictions on existing bridges have concentrated trucks on King Edward Avenue and the Macdonald-Cartier Bridge, leading to industry inefficiencies and negative community and environmental impacts along King Edward Avenue and elsewhere in the Central Area.

Toward a new bridge. The federal government, in conjunction with both provincial governments and affected municipalities, undertook a comprehensive evaluation of possible crossing locations but without reaching a consensus recommendation among the partnering agencies. Until a new Ottawa River crossing is built, the City will continue to prohibit development in locations that could hinder the implementation of a potential crossing.

Action 7-17:

Reducing impacts in the Central Area. As discussed in Section 7.2, the volume of truck traffic passing through Ottawa's downtown to and from the Macdonald-Cartier Bridge has substantial negative impacts on local neighbourhoods and businesses. The City will work with other governments and the private sector to explore ways that through truck traffic in the Central Area, particularly on King Edward Avenue, can be reduced while ensuring the safe and efficient movement of goods. This may include efforts to develop a tunnel solution for connecting the Macdonald-Cartier Bridge with Highway 417, or other measures.

Reference to a new Ottawa River crossing is to a proposed new bridge that would receive a portion, not all, of the truck traffic from King Edward Avenue. In the recent past an **Environmental Assessment Study of Future Interprovincial Crossings in the National Capital Region** was undertaken but not fully completed. That EA study was funded by the National Capital Commission and the Quebec and Ontario provincial governments and included the participation of the cities of Ottawa and Gatineau. Kettle Island was identified in the EA as the technically preferred location for an interprovincial bridge crossing between Ottawa and Gatineau

With the termination of the EA study the major issue of truck traffic on King Edward Avenue remains unresolved. During the public consultation for the 2013 update to the Transportation Master Plan (TMP) public and councillor concern was expressed with this lack of movement towards a solution to this longstanding problem of an excessive number of trucks in the King Edward Avenue and nearby areas of the downtown. The TMP notes in Action 7-17 reference to a possible truck tunnel solution.

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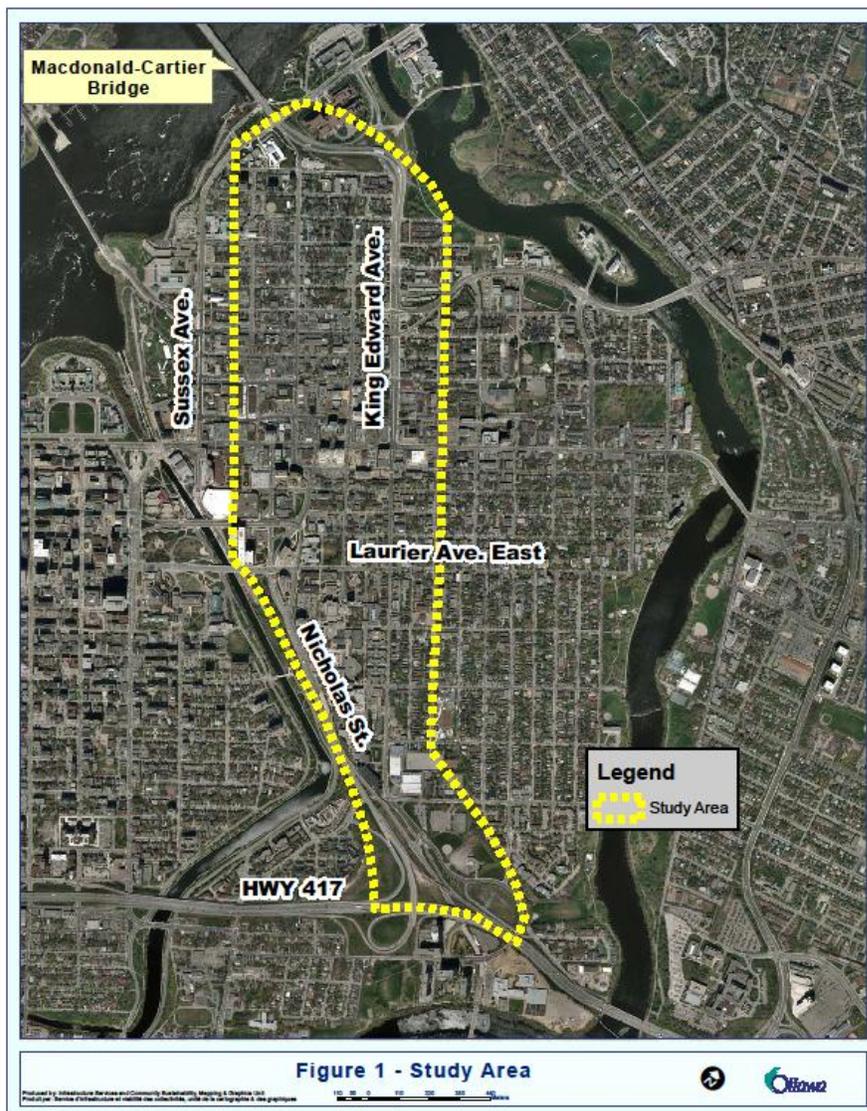
The issue of location and costing of a tunnel, for all traffic not trucks only, was explored briefly in the following documents:

- King Edward Avenue Renewal – Planning and Environmental Study Report – (Delcan) September 2002, Pages 5-14 to 5-21
- Environmental Assessment Study of Future Interprovincial Crossings in the NCR – Technical Memorandum on Macdonald Cartier Tunnel Connection Coarse Screening – (Roche/NCE) August 27, 2008

The latter document draws upon the technical findings of the former. Reference should also be made to Interprovincial Crossing EA for truck traffic volumes, breakdown of light versus heavy trucks, etc.

1.3 Study Area

The study area boundaries will in general be defined as indicated in Figure 1, that being, Sussex Drive and Nicholas Street on the west, Boteler Street on the north, Nelson Street on the east and Highway 417 on the south. The study area will not include lands further to the east across the Rideau River; this is because the mandate of this Feasibility Study will specifically exclude examination of a potential option of a tunnel crossing of the Rideau River and the introduction of truck traffic on the Vanier Parkway.



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1.4 Issues to be Addressed

This feasibility study will answer the question: is a truck tunnel from the Macdonald-Cartier Bridge to Nicholas Street/Highway 417 a feasible option that would work to remove truck traffic from King Edward Avenue? The words “feasible option” are to primarily mean from a technical viability perspective and from a financial perspective, with the latter including analysis of construction, operating and long-term renewal costs of such a facility. These two study objectives are discussed in further detail in the next section on the Work Plan.

Additional issues that would be addressed include but are not limited to those of the community such as:

- Potential damage to buildings/foundations due to tunnelling at the construction and post-construction stages, e.g. groundwater drawdown and clay soil shrinkage, vibration from trucks
- Impacts on the community during the construction phase for the various tunnel route alternatives
- Movement of trucks carrying dangerous substances in the confined space of a tunnel, safety of the community and how emergency response will be handled
- Location of tunnel air vent towers as to their aesthetic, air pollution and noise pollution impacts
- How much “local” truck traffic remains on King Edward Avenue or can 100% of all trucks be removed.

2.0 WORK PLAN

The major tasks for this Feasibility Study are proposed in this section. The Consultant should incorporate these into the preparation of an overall Work Plan that would be submitted for approval.

2.1 Study Design

As a first step, a Study Design will be developed to describe the major tasks that will be undertaken and a timeline for the completion of each. The Study Design will identify the various disciplines required, and when, to undertake the work in such subject areas that may include: geotechnical, structure engineering, asset management, social environment, archaeology, transportation planning and design, traffic engineering, urban planning, landscape architect, etc.

In more specific detail the Study Design will provide:

- a description of the purpose of the proposed undertaking and resource allocation to each major task
- a confirmation of the study area
- a review of similar projects in other jurisdictions
- an analysis of truck traffic, for current and future volumes, in this corridor
- a technical review of various tunnel route alternatives
- a costing evaluation of the various tunnel route alternatives
- a response to anticipated community issues concerning a tunnel
- an outline of regulatory approvals needed to advance with this project
- presentations of the Feasibility Study to the City’s Transportation Committee and to MTO Senior Management

2.2 Review of Similar Projects in Other Cities and Countries

Research should be undertaken to present information on existing and proposed tunnels for trucks in other cities. Although the review would preferably be for those tunnels used exclusively for trucks it is likely that the review will present information for tunnels with mixed traffic where a high proportion is truck traffic. The review of those projects should include information such as: the problem being solved by the tunnel, its length, construction

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method, the cost of construction, toll or other funding considerations for its use and recovery of operating and long term maintenance costs, community impacts, any unforeseen problems, treatment of trucks carrying dangerous goods, an assessment as to the success of the tunnel, are vehicles other than trucks permitted during certain times of the day/week, etc. Tunnel projects to be examined could include the Ports of Miami and Dublin and the cities of Seattle, Oakland, Auckland, Brisbane and Calgary.

2.3 Truck Traffic Current and Future Volumes

An analysis will be made of the truck traffic found in the Macdonald-Cartier to Nicholas/Highway 417 corridor. (Reference should be made to the Environmental Assessment Study of Future Interprovincial Crossings in the NCR which also reviewed this issue in some detail.) The analysis will include:

- The ratio of heavy trucks to light trucks, their current and projected volumes to future target years, e.g. 2021 and 2031.
- How much of this truck traffic is through traffic that does not stop for delivery or pick up in this section of the city
- A perspective on the volume and types of truck traffic whose destination is in this area.
- Impacts of the option, depending on tunnel portal locations, of requiring mandatory use of the tunnel for all trips including local
- Use of the TRANS 2011 OD survey and 2007 Interprovincial Roadside Truck Survey.

If the conclusion of this analysis is that a tunnel solely for trucks is difficult to justify given traffic volumes then a mixed traffic solution would be investigated.

Previously approved Environmental Assessments should be reviewed for potential implications, these include the Alta Vista Transportation Corridor EA and the MTO Highway 417 (Highway 416 to Anderson Road) EA.

2.4 Technical Review of Tunnel Route Alternatives

The substantive task of this Feasibility Study will be an examination of potential alternative routes for a tunnel connection between the MacDonal-Cartier Bridge in the north end and Highway 417 in the south end and their technical feasibility for construction. The Study will examine a range of alternative tunnel locations from possibly tunnelling directly under King Edward Avenue all the way to Mann Avenue and Highway 417 or shorter route alternatives that link up with Nicholas Street at Laurier Avenue East.

An evaluation of the tunnel alternatives will be provided focussing on the key criteria relating to the technical feasibility of tunnel construction. Among evaluation criteria would be:

- Soil and bedrock conditions, including groundwater
- Potential conflicts with major utilities, transportation systems (e.g. Confederation Line), etc.
- Contaminated soils that may be impacted
- Ease of interface with the existing road network at tunnel portals
- Anticipated operational, geometric and traffic impacts to the surface road network
- Impact of portals and air vent towers due to noise and air pollution
- Impact on designated scenic-entry routes into the Ottawa core area
- Degree of consistency with planning policies
- Potential land needs and building displacement

Any tunnel alternative whose routing proposes a south portal in the area of the Highway 417/Nicholas Street interchange must demonstrate in sufficient detail how traffic flow will be distributed to/from and impact on this

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interchange. It is anticipated that this work will include analysing / assessing: (1) traffic operations (e.g. weaving / merging movements), (2) traffic signal analysis at key intersections including queue lengths to determine the potential for impacts to Highway 417 ramps / mainline, and (3) geometry of connections in sufficient detail to demonstrate feasibility with respect to impacts to the surface road network.

Visual impacts of the potential portals, north and south, should be illustrated in a photo animation or similar format so that an assessment can be made of the possible visual impacts on the environment.

For the review and evaluation of soil and bedrock conditions reference should be made to the considerable technical information available from the following two recent studies for the:

- Confederation Line LRT EA and its supporting background materials
- Combined Sewage Storage - Environmental Study Report (Stantec) January 10, 2013

The latter document outlines routing through the study area of a 4.3m combined storm and sanitary sewer facility following a Slater/Laurier/Cumberland to Cathcart alignment. Other bore hole data may be available from other projects or sources. To supplement available information there should be a provision to undertake the drilling of a limited number of additional bore holes.

The issue of trucks carrying dangerous substances in the tunnel must be addressed. Reference can be made to restrictions in other jurisdictions such as those for the Louis-Hippolyte-Lafontaine, Ville-Marie and Viger tunnels in Montréal and the Joseph-Samson tunnel in Québec City.

2.5 Cost Evaluation

The alternative tunnel routes identified in the previous task need to be costed in regard to:

- Capital cost for construction, including land acquisition and design
- Operating cost
- Life cycle and planned capital renewal costs

Such costing should generally be in a WBS format.

Given that the cost figures are anticipated to be significant and a burden on the owner/operator of the facility a review should be provided of the financial environment where other similar tunnel facilities exist, addressing such matters as:

- Is ownership and maintenance undertaken by federal, provincial/state or city/regional government?
- Is the tunnel operated as a toll road or not?
- Are there other user pay options in use?
- Travel time and cost saving from such.

2.6 Addressing Community Issues

This Feasibility Study will provide a section that responds, to the extent possible, to general concerns of the public as noted in Section 1.4. For certain concerns the responses may be general in nature indicating possible mitigation measures to minimize impacts. The format for this may be one of questions and answers written for the target audience of the general public. Although public consultation in this Feasibility Study is limited to its final presentation to Transportation Committee (see Section 3.0 Consultation), previously expressed and anticipated community concerns, such as those mentioned in Section 1.4, should be responded to.

2.7 Regulatory Approvals

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To assist in the understanding of regulatory approvals needed to advance with a truck tunnel, if such is the direction that may occur, a description should be provided of the further steps that would need to be undertaken including those under the:

- Ontario Environmental Assessment Act
- Canadian Environmental Assessment Agency and relevant federal Responsible Authorities.

This would provide to readers of the Feasibility Study an understanding of what the next steps could be. Additionally this should assist in ensuring that any data or information collected during this assignment has been scoped sufficiently that it may be of use in a future Environmental Assessment or related approval processes.

3.0 CONSULTATION

This is a feasibility study and it is not intended that there will be a series of public open houses and other public consultation efforts that would occur as part of a comprehensive Environmental Assessment Study or a more involved planning effort. It is likewise anticipated formal consultation with First Nations would not be occurring as part of this study. Such consultation would be part of any subsequent Environment Assessment Study.

3.1 Presentation to Transportation Committee and MTO Senior Management

There will be need for staff from the Consultant firm to be available for a presentation of the Feasibility Study and its recommendations at a meeting of the City's Transportation Committee.

The Consultant should ensure that the Study Design and cost proposal include a presentation scenario that would consist of:

- The Feasibility Study is tabled only at Transportation Committee and it is posted on a city web page, for which a bilingual 5-10 page executive summary is available along with the accessible pdf version of the full document (English only)
- After a one month review period the Feasibility Study returns to the agenda of Transportation Committee at which time it is subject to discussion by the public and committee members and it is dealt with by Committee further to the staff recommendation.

This scenario provides a longer time for public review of the Feasibility Study versus the shorter normal committee agenda procedure of posting of a report and accompanying documents only 7 days before a committee meeting. The public and community groups at times wish for more time to review and comprehend and/or take a formal position on committee agenda items of interest to them.

The presentation of the Feasibility Study to MTO Senior Management is to be held in the Kingston MTO office.

3.2 Technical Consultation Group

A Technical Consultation Group (TCG) is to be established that will include city staff, particularly those with expertise in construction and asset management. The function of the TCG will be to provide feedback to the Consultant at various stages in the study. The TCG should meet 4 times throughout the duration of the study. The TCG is separate from the Study Team (see Section 5 – Project Organization).

3.3 Project Web Page

There will be public interest in this study and the City will establish a website in advance of the completion of the study and its presentation to Transportation Committee on which will be posted the completed Feasibility Study. The web information will conform to the *Accessibility for Ontarians with Disabilities Act*. All materials (pdfs of

Annex A

Project Information and General Terms of Reference

display boards, plans, FAQs, etc) must be created in an accessible format. Pdfs provided for posting on the website must include the PDF checker certification. This is required for both English and French documents.

3.4 Secure FTP Site

The project Consultant will establish, host and maintain a secure FTP site for the transfer of project related materials amongst the study team. The FTP site will be exclusive to materials pertaining to this project with access limited to authorized persons from the Consultant and client. The FTP site will be password protected and the Consultant will ensure that all information is virus free. If required a similar FTP site will also be set up to share materials pertaining to this project with the Technical Consultation Group.

4.0 DELIVERABLES

It is expected that it will take approximately 15 months after contract award to complete this study. This timeline is considered appropriate considering the scope and detail required for this study.

The deliverables for the study include:

- Study Design, with timeline schedule
- Project capital and maintenance costs in WBS format
- The Feasibility Study document including a multi-page executive summary.

All documentation produced during the study will be available to the City, equally in hard copy and digital format. Digital copies of written material will be in MS Word and accessible pdf format in conformity with the *Accessibility for Ontarians with Disabilities Act*. Pdfs provided for posting on the website must include the PDF checker certification. This is required for both English and French documents. Plans and maps for incorporation into report and study notices will be provided in .jpg and/or .pdf format. Any design drawings will be provided in MicroStation .dgn format in accordance with City CADD standards.

For budgeting purposes, the Consultant will include the cost to produce 6 hard copies and CD digital versions of the draft study and 25 hard copy and CD digital versions of the final study in the financial component of the proposal submission.

5.0 PROJECT ORGANIZATION

The City's designated Project Manager will provide direction and day-to-day administration and management for the Study. Project Management meetings with the Consultant Project Manager/Director will be held on at least a monthly basis.

A Study Team comprised of the City and Consultant Project Managers and key City, MTO and Consultant staff will be established at the study outset. Quarterly Study team meetings will be held to provide direction on issues and monitor the progress of the work. The Consultant will be responsible for preparing and distributing the Study Team meeting agenda and notes in a timely manner. Sub-consultants will attend Study Team meetings if required.

Annex B
Financial Proposal and Contractual Acknowledgement

Basis of Payment:

The Consultant offers to provide the Services detailed herein under Project Information and General Terms of Reference, and as further detailed in the Consultant's proposal, to the acceptance of the stated Project and Contracting Authority for the following *Total Upset Limit Price*:

Engineering Fees:	\$ _____
Disbursements:	\$ _____
Sub-total:	\$ _____
H.S.T.:	\$ _____
Total Firm Price:	\$ _____

The Consultant is required to provide a detailed price breakdown by major tasks with the Proposal. The breakdown should include the specific activities planned, the timing and associated level of effort by individual or classification, and the associated hourly or per diem rates for which the Consultant will seek payment.

Consultants should note the following when preparing their financial proposal:

Prompt Payment Discount:

The City of Ottawa follows a policy whereby in the absence of prompt payment discount terms, all invoices from vendors will be paid on a Net 30 basis, that is payments will be made by the City within 30 days of receipt of invoice, or the acceptance of the goods and services, whichever date is later.

Suppliers are encouraged to offer a cash discount for prompt payment, which **will** be taken into consideration in the award of this contract, provided that the minimum number of working days for payment is fifteen (15).

Should a discount be offered within a timeframe **less** than fifteen (15) working days, the discount will not be taken into consideration in the award of this contract, although it may be taken by the City in return for processing payment within the stated timeframe.

A Prompt Payment Discount of _____% is offered for payment within _____ working days, following receipt by the City of the invoice, or receipt and acceptance of the goods and services, whichever date is later, in the sole opinion of the City.

Please indicate the Prompt Payment Discount on all invoices.

Annex B Financial Proposal and Contractual Acknowledgement

Engineering Fees:

Engineering fees are to include the cost of sub-consultants.

Disbursements:

All reasonable and proper expenses incurred by the Consultant shall be reimbursed under this item without any allowance thereon for overhead and or profit. The following costs shall **NOT** be reimbursed:

- Communication expenses including facsimile, local phone and cellular charges;
- Standard PC or computer aided design and drafting equipment (excludes specialized equipment or software as identified in Consultant's proposal); and
- Travel and Living Expenses unless identified in the proposal or approved in advance.

Please refer to Section 21, Location of Consultant's Office, Annex C, General Conditions - Engineering Services – December 2009.

In the case of approved travel from outside the City, the Consultant shall be reimbursed for authorized reasonable and proper travel and living expenses incurred by persons directly engaged in the performance of the work, at cost without any allowances thereon for overhead and profit, but not to exceed the limits outlined in Municipal travel and expenditure policies for professional staff, in effect at time of travel.

Method of Payment:

Milestone payments shall be made based on stated deliverables following receipt and acceptance of the deliverable and an invoice by the Project Authority. The invoice should include a breakdown by each major task and progress to the date on invoice.



Annex B
Financial Proposal and Contractual Acknowledgement

Contractual Acknowledgement

The Consultant hereby agrees to be legally bound by the provisions of the resulting Agreement, including, but not limited to, the General Conditions - Engineering Services – December 2009 (Annex “C”). The Consultant further acknowledges and agrees that the final terms of the resulting Engineering Agreement with the City will be concluded and become legally binding on both parties upon receipt and acceptance by the Consultant of a Purchase Order issued by the City. The Consultant further agrees that acceptance of the Purchase Order will be deemed to take place five (5) Business Days after receipt of a Purchase Order, unless the Consultant provides the City with a written objection to, or refusal of, the Purchase Order within the said five (5) Business Day period.

SIGNED this _____ day of _____

Signature	Name and Title (<i>Print</i>)	Has the authority to bind the Corporation.
-----------	---------------------------------	--

Company Name

Company Address

Telephone No.:

Facsimile No.:

E-mail Address:

Annex C
General Conditions – Engineering Services – December 2009

1. Retainers and Status of Consultant

The City retains the Services of the Consultant and the Consultant hereby agrees to provide the Services described herein under the general direction and control of the City. The Consultant is retained as an independent contractor for the sole purpose of providing the Services. Neither the Consultant nor any of its personnel are engaged as an employee, servant, or agent of the City.

2. Services

The Services to be provided by the Consultant and by the City are set forth in the Terms of Reference and the Proposal, as amended by the Purchase Order, and such Services as changed, altered or added to, under the provisions of this Agreement are hereinafter called the “Services”.

All Services shall be performed by staff of the Consultant and the Consultant shall not engage others to perform specialized services unless prior approval, in writing, is obtained from the City.

3. Compensation

The City shall pay the Consultant in accordance with the provisions set forth in this Agreement.

4. Staff and Methods

The Consultant shall perform the Services to a professional standard in accordance with current “best practices” and shall skillfully and competently perform the Services and shall employ only skilled and competent staff thereon who shall be under the supervision of a senior member of the Consultant's staff.

4. Accounts and Audit

- (1) The Contractor shall keep proper accounts and records of transactions and activities, in addition to all expenditures or commitments made by the Contractor in connection therewith and shall keep all documents, invoices, receipts and vouchers relating thereto. All such accounts and records as well as any invoices, receipts and vouchers shall at all times during the contract period be open to audit, inspection and examination by the City.
- (2) Copies of said records shall be provided to the City when requested by the employee responsible for the contract so that they can be maintained in accordance with the City's Records Management Policy and Records Retention and Disposition By-Law 2003-527.
- (3) When activities requiring the collection or handling of personal information are contracted out, the contract shall set out the privacy protection and security obligations assumed by the Contractor.

6. Changes and Additional Services

The City may, with the consent of the Consultant, in writing and at any time before or after the commencement of the Services, extend, increase, vary or otherwise alter the Services, and in such cases the City shall pay the Consultant in accordance with agreed upon rates, either per hour, per diem or fixed costs, as may be determined.

Annex C

General Conditions – Engineering Services – December 2009

7. Suspensions or Termination

The City may at any time by notice in writing to the Consultant suspend or terminate the Services or any portion thereof at any stage of the undertaking, and the Consultant shall thereupon be entitled to payment for any of the Consultant's staff employed directly thereon together with such expenses and disbursements allowed under this Agreement. Upon receipt of such written notice, the Consultant shall perform no further Services other than those reasonably necessary to close out the Services.

Upon written notice of suspension or termination, or upon a written demand by the City at any time during the term of this Agreement, the City shall be given and have the right to take possession of and use any completed or partially completed drawings, documents, software, equipment and other information prepared or to be supplied by the Consultant.

If the Consultant is practicing as an individual and dies or becomes incapacitated before the Services have been completed, this Agreement shall terminate as of the date of death, or incapacity, as applicable, and the City shall pay for the Services rendered and disbursements incurred by the Consultant to the date of such termination.

8. Indemnification

The Consultant shall indemnify and save harmless the City *and its employees, officers and agents* from and against all claims, actions, losses, expenses, costs or damages of every nature and kind whatsoever which the City, its employees, officers or agents may suffer as a result of the negligence or breach of contract of the Consultant, its employees, officers or agents in the performance of this Agreement, subject to the following:

CITY PROVIDED INFORMATION: The City further acknowledges and agrees that the Consultant will not be held liable for any damages / losses of any kind or nature that may result from the use of inaccurate information or data provided to Consultant by the City. The City agrees to accept full responsibility for the accuracy of all information and data that it provides to the Consultant.

- WORK PRODUCT LIMIT: The City further acknowledges and agrees that the Consultant cannot warrant the fitness of any records, documents or work product that are (i) incomplete due to early termination or suspension of this agreement; or (ii) altered, revised, amended, or modified without the consent or knowledge of the Consultant.

9. Force Majeure

A party hereto shall not be responsible for failures in performance due to Force Majeure.

“Force Majeure” means any circumstance or act beyond the reasonable control of a party to this Agreement claiming Force Majeure, including an intervening act of God or public enemy, war, blockade, civil commotion, fire, flood, tidal wave, earthquake, epidemic, quarantine restriction, a stop-work order or injunction, issued by a court or public authority having jurisdiction, or governmental embargo, which delays the performance of any obligation created by this Agreement beyond its scheduled time, provided such circumstance or act is not expressly dealt with under this Agreement or does not arise by reason of:

- the negligence or wilful misconduct of the party claiming Force Majeure or those for whom it is responsible at law;
- any act or omission by the party claiming Force Majeure (or those for whom it is responsible at law) in breach of the provisions of this Agreement;

Annex C
General Conditions – Engineering Services – December 2009

- lack or insufficiency of funds or failure to make payment of monies or provide required security; provided further that, in the case of an event of Force Majeure affecting the Consultant, the Consultant notifies the City as soon as possible and in any event within five (5) Business Days following the date upon which the Consultant first becomes aware (or should have been aware, using all reasonable due diligence) of such event so that the City may verify same.

In any such event, Consultants agreement and the price and schedule referred to herein shall be equitably adjusted based on the actual work authorized and performed satisfactorily, and the rates agreed to in the Agreement.

10. Insurance

- (1) Without restricting the generality of the Indemnification provisions, the Consultant shall, during the term of this Agreement, provide, maintain and pay for:

- (a) Commercial General Liability Insurance with limits of not less than \$2,000,000.00 inclusive per occurrence for bodily injury, death and damage to property including loss of use thereof. Such insurance coverage shall be in the name of the Consultant and shall name the City of Ottawa as an additional insured thereunder.

The Commercial General Liability insurance shall include coverage for:

- premises and operations liability;
- products or completed operations liability;
- blanket contractual liability;
- cross liability;
- severability of interest clause;
- contingent employers liability;
- personal injury liability;
- owner's and contractor's protective coverage;
- liability with respect to non-owned licensed motor vehicles;

- (b) Automobile Liability Insurance for owned/leased licensed vehicles with limits of not less than \$2,000,000.00 inclusive per occurrence for bodily injury, death and damage to property; and

- (c) Without restricting the generality of the Indemnification provisions, and unless higher (or other) insurance limits and coverage are requirements specified in Annex B, of this RFP, the Consultant shall provide Professional Liability Insurance with a policy limit for each single claim of not less than \$1,000,000.00 and an aggregate of not less than \$2,000,000.00.

- (2) Evidence of the above insurance, satisfactory to the City, shall be provided prior to the commencement of work.

- (3) If the City requests to have the amount of coverage increased or to obtain other special insurance for the Services for the Project, then the Consultant shall endeavour forthwith to obtain such increased or special insurance at the City's expense.

- (4) All the above insurance policies shall contain an endorsement to provide all Named Insureds and Additional Insureds with thirty (30) days prior written notice of cancellation in whole or in part.

Annex C
General Conditions – Engineering Services – December 2009

11. Conflict of Interest

- (a) Neither the Consultant nor any person, firm or corporation associated or affiliated with or subsidiary to the Consultant or its subcontractors shall tender for the construction of a project, or have an interest either directly or indirectly in the construction of a project that arises from the Services provided as a result of this contract, without the prior written consent of the City.
- (b) The Consultant is required to disclose to the City, prior to accepting this assignment any potential conflict of interest.
- (c) If a conflict of interest exists, the City may, in their discretion, either withhold this assignment from the Consultant until the matter is resolved to the satisfaction of the City, or award the assignment to another Consultant.
- (d) The Consultant acknowledges and agrees that he/she/it shall not act, work or provide services, directly or indirectly, for, or to, another person, or persons, partnership, corporation, association or organization whose interests are in any way adverse, or contrary (in the opinion of the City of Ottawa), to those of the City of Ottawa with regard to the project for which the consultant was retained by the City. In the event of a breach of this obligation by the consultant he/she/it shall be responsible for all costs incurred or suffered by the City, including legal costs on a solicitor and client basis.
- (e) No person shall provide Consulting Services or Professional Services to both the City and a private sector developer on the same or related project.

12. Assignment

Neither party may assign this Agreement or any portion thereof without the prior consent in writing of the other.

13. Previous Agreements

This Agreement supersedes all previous agreements, arrangements or understandings between the parties whether written or oral in connection with or incidental to the Services.

14. Approval by other Authorities

Where either the Services of the Consultant or the Project is subject to the approval or review of an authority, government department or agency other than the City, such approval or review shall be obtained through the offices of the City and unless authorized by the City in writing, such approval or review shall not be obtained by direct contact by the Consultant with such other authority, government department or agency.

15. Inspection

The City, or persons authorized by the City, shall have the right, at all reasonable times, to inspect or otherwise review the Services performed, or being performed, under the Project and the premises where they are being performed.

16. Publication

Annex C

General Conditions – Engineering Services – December 2009

The Consultant shall obtain the consent in writing of the City before publishing or issuing any information regarding the Project.

17. Confidential Information

For a period of two (2) years from the date of completion, or acceptance, of the project regardless of the date the Consultant ceases to act, work or provide services for, or to, the City pertaining to the project:

- a) Information communicated by the City to the Consultant, or by the Consultant to the City, in the course of carrying out the Services provided for herein shall not be either divulged or used by the Consultant on any other project unless prior approval, in writing, is obtained from the City.
- b) Further, any information that is not common knowledge, and may therefore be considered confidential by the City, that is acquired in the course of carrying out the work or developed by the Consultant is part of the work provided herein, shall not be used or divulged by the Consultant unless prior approval, in writing, is obtained from the City.
- c) Notwithstanding the foregoing, the obligation of confidentiality shall not pertain to information which:
 - i) was at the time of disclosure, or thereafter became, part of the public domain, or
 - ii) is required to be disclosed by law or court order, where, in such cases, all reasonable attempts will be made to notify the City in advance of doing so.

18. Municipal Freedom of Information and Protection of Privacy Act

The City is subject to the *Municipal Freedom of Information and Protection of Privacy Act*, R.S.O. 1990,c.M.56, as amended (“MFIPPA”) with respect to, and protection of, information under its custody and control. Accordingly, all documents provided to the City in response to this RFP may be available to the public unless the party submitting the information requests that it be treated as confidential.

All information is subject to MFIPPA and may be subject to release under the Act, notwithstanding the Consultant’s request to keep the information confidential.

19. Drawings and Documents

Drawings and documents or copies thereof required for the Project shall be exchanged between the parties on a reciprocal basis. Drawings and documents, including all drawings and documents delivered in an electronic, digital or other than paper format, prepared by the Consultant for the City shall be the property of the City free of all claims by the Consultant of any nature and kind whatsoever. The Consultant shall be entitled to retain a copy of all drawings and documents for record keeping purposes only and at its own expense.

Computer aided design drawings (“CADD”) files shall be prepared and delivered in accordance with the most recent version of the applicable written standards of the City.

Following receipt, all digital drawing files shall be reviewed by the City for compliance with the appropriate standards. In the event that any digital files shall be deemed to not comply, such files shall be returned to the Consultant for modification to bring them into compliance with the standards at no extra cost to the City. The Consultant may contact the City in order to clarify which of the standards

Annex C
General Conditions – Engineering Services – December 2009

applies to the CADD drawing files.

20. Patents

- (1) The Consultant shall make a prompt written disclosure of any patentable invention, improvement or discovery conceived or first actually reduced to practice in the performance of the Services and shall submit separately, or as part of the final report on the Project, a complete list of all such inventions, improvements and discoveries, including those previously disclosed.
- (2) Subject to the provisions of this Section, any patentable rights or other rights in any invention, improvement or discovery conceived or actually reduced to practice in the performance of the Project, shall be the property of the Consultant.
- (3) The Consultant, upon request in writing, shall grant to the City, for itself, the Province of Ontario or any other City in Ontario, pursuant to any statute of the Province of Ontario, an irrevocable, non-exclusive, royalty-free licence to practice any invention, improvement or discovery conceived or actually reduced to practice, in the performance of the Services, in the manufacture, use and disposition, according to law, of any article or material, and in the use of any method, but such licence shall not include the right to sub-licence.

21. Locations and Consultant's Office

For the purposes of this Agreement, all Services performed by the Consultant shall be deemed to be performed in the Ottawa office of the Consultant located in the City of Ottawa unless written approval of an alternate location is obtained from the City. All fees and disbursements shall be calculated and invoiced according to the applicable deemed location of the Consultant's office.

22. Time

- (1) The Consultant shall perform the Services expeditiously to meet the requirements of the City and shall complete any portion or portions of the Services in such order as the City may require.
- (2) The Consultant shall perform all the Services required under this Agreement by the date or dates stated in the Purchase Order, or as otherwise approved, in writing, by the City. Requests for extensions of the completion date shall be submitted, in writing, by the Consultant no later than twenty (20) Business Days prior to the completion date.
- (3) The City shall give due consideration to all designs, drawings, plans, specifications, reports, tenders, proposals and other information submitted by the Consultant, and shall make any decisions which are required in connection therewith within a reasonable time so as not to delay the work of the Consultant.

23. Payment of Fees

- (1) The Consultant shall submit an invoice to the City for all Services completed in the immediately preceding month. Interest at an annual rate equivalent to the Bank Rate established by the Bank of Canada for Short Term advances to chartered banks will be paid on the total outstanding unpaid balance commencing thirty (30) Business Days after the City has received and approved the Consultant's invoice.
- (2) Where the Consultant is to be paid on a time basis for any part of the Project, no part of such fee shall be based upon any hours of work that have not been recorded as required by the provisions of this Agreement or upon any salary other than the salary applicable to the particular type of work

Annex C

General Conditions – Engineering Services – December 2009

performed as approved by the City.

24. Interim Expenditure Reports and Payment Restriction

- (1) The Consultant shall notify the City, in writing, when fifty percent (50%) of the total funds allocated for the Services have been expended, and again when seventy-five percent (75%) of the funds have been expended.

The Consultant shall submit with each of these notices, a detailed report of the Services completed at the interim expenditure dates.

- (2) The Consultant's total fees and disbursements for the performance of all the Services required under the terms of this Agreement shall not exceed the total amount stated in the Purchase Order.
- (3) The total amount specified in the Purchase Order, as well as all applicable taxes payable, shall represent the total amount payable to the Consultant with respect to the provision or supply of any Services or intangible property by the Consultant to the City, or in connection with the provision, supply, transfer or sale of any goods, material or tangible property by the Consultant to the City pursuant to this Agreement. Any changes in taxes payable during the Term this Agreement may, in the discretion of the City, either increase or decrease the total amount payable to the Consultant under the terms of this Agreement.

25. Compliance with Acts & Regulations

The Consultant shall ensure that they, their employees and agents will in all respects comply with all statutes, laws and regulations applicable to the work including, but not limited to the *Occupational Health and Safety Act*, R.S.O. 1990, c. O.1., *Workplace Safety and Insurance Act*, 1997, S.O. 1997, c. 16, *Schedule A*. as amended.

26. Replacement of Personnel

- (1) When specific persons have been named in the Contract as the persons who must perform the Work, the Consultant shall provide the services of the persons so named unless the Consultant is unable to do so for reasons beyond its control.
- (2) If at any time, the Consultant is unable to provide the services of any specific person named in the Contract, it shall provide a replacement person who is of similar ability and attainment.
- (3) The Consultant shall, before replacing any specific person named in the Contract, provide notice in writing to the City. The replacement must be acceptable to the Project Authority.

27. Successors and Assigns

The Contract shall enure to the benefit of, and shall be binding upon, the successors and permitted assignees of the City and of the Consultant.

28. Frauds or Bribery

Should the Consultant or any of its agents give or offer any gratuity to, or attempt to bribe any member of the awarding body, officer or servant of the City, or to commit fraud against the City, the City shall be at liberty to declare the proposal void forthwith, or to take the whole or any part of the contract out of the hands of the Consultant and to invoke the provisions of termination.

Annex C
General Conditions – Engineering Services – December 2009

29. Award

Any award resulting from this RFP will be in accordance with the City Purchasing By-Law and may be subject to City Council approval.

30. Severability

If any provision of this Contract becomes illegal or unenforceable in whole or in part, the remaining provisions shall nevertheless be valid, binding and subsisting.

31. Subcontracting

In any Subcontract, the Consultant shall, unless the City otherwise consent, ensure that the sub-consultant is bound by the terms and conditions of the Contract.

32. Equity and Diversity

In November 2002, the City of Ottawa Council approved Ottawa's "Equity and Diversity Policy". To further endorse this policy, the City of Ottawa strongly encourages all contractors, employing fifty (50) employees or more, to establish an Equity and Diversity program. The City may at any time, by written notice, request the Contractor to demonstrate, to the City, the Equity and Diversity Program or measures taken by Contractor's firm, when requested by the City.

33. Quality Management System

In providing drinking water to the people of Ottawa, the City operates under a Quality Management System (QMS) that conforms to the Ontario Ministry of the Environment's Drinking Water Quality Management Standard. All suppliers of goods and services relating to drinking water operations and infrastructure, whether directly or indirectly, are to recognize the critical importance of their contribution in supporting the QMS policy commitments:

- (1) To provide safe and reliable drinking water to the consumer;
- (2) To comply with, or exceed, applicable legislation and regulations;
- (3) To implement, maintain and continually improve the Quality Management System, infrastructure and technology;
- (4) To deliver excellent customer service through responsiveness, accountability and innovation.

34. The Accessibility for Ontarians With Disabilities Act, 2005 (AODA).

The City of Ottawa is committed to providing equal treatment to people with disabilities with respect to the use and benefit of City services, programs, and goods in a manner that respects their dignity and that is equitable in relation to the broader public. All contractors with the City must comply with all laws applicable to the performance of the work.

Effective 1 January 2010, third party Contractors who deal with the public or other third parties on behalf of the City, as well as contractors who participate in developing City policies, practices or procedures governing the provision of goods and services to members of the public or other third parties, must conform with the Accessibility Standards for Customer Service, O. Reg. 429/07 (Appendix A), under *The Accessibility for Ontarians With Disabilities Act, 2005 (AODA)*.

Contractors shall ensure that training records are maintained, including dates when training is provided, the number of employees who received training and individual training records. Contractors are required to ensure that this information will be made available, if requested by the

Annex C
General Conditions – Engineering Services – December 2009

City.

35. Term of Council:

Where a contract may extend beyond the term of Council, the contract shall contain provisions to minimize the financial liability of the City should the subsequent Council not approve sufficient funds to complete the contract and the contract must be terminated by the City.

36. Extensions of Hospitality:

By responding to this solicitation bidders/proponents acknowledge that City employees are governed by an Employee Code of Conduct which prohibits the acceptance of gifts, favours, hospitality or entertainment, except as provided for in the City's Gifts, Entertainment and Hospitality policy.

37. Employees in Receipt of a Severance Package:

Contractors must comply with the City of Ottawa's policy regarding former City employees in receipt of a severance package. In accordance with this policy, a former employee may not be re-employed on a permanent, temporary, fee for service or contract basis, whether independently or as part of a consulting firm, until the complete period of time equal to the length of their notice period and/or payment at departure has expired. A former employee may be employed by a consulting firm, but may not be assigned to work on a City contract by the firm until their combined notice period and/or payment at departure has expired.