



Call for Proposals Temporary Parklet Design and Build Services

Submissions Due: February 5, 2020



1. CALL BACKGROUND

Rethinking Public Space

The King Street Transit Priority Corridor improved how transit works on King Street. It also provided the opportunity to explore bold, transformative ideas about how public space can be used in Toronto, and has provided expanded opportunities for public life and activity in new curb lane public space areas.

Temporary parklets are creative structures that encourage people to gather, sit, and enjoy their surroundings. They are an economical and innovative solution to provide more space for people in areas that have limited sidewalk space.

The City of Toronto is requesting concept proposals for temporary parklets for the King Street Transit Priority Corridor. These parklets would add an element of fun, visual interest, and added amenities to the new public space areas.

Environmental Stewardship

Temporary parklets that support the City of Toronto's environmental stewardship objectives, including the City's aspirational goal to work towards a zero waste future and a circular economy, are encouraged. A circular economy aims to reduce waste and keep valuable resources and materials (originally destined for landfill) in circulation longer. A circular economy is based on three core principles:

- I. Limiting our environmental impact;
- II. Maximizing the useful life of products, structures, spaces and materials and maintaining their value over time;
- III. Improving our systems by designing out waste.

For more information about the circular economy and how it can be applied to parklet design and build, see Attachment 8.2, **Temporary Installations and the Circular Economy**.

Submission Deadline and Information Session

Competition submissions are due on **February 5, 2020, 12:00pm Noon**.

There will be an online information session for all interested participants on Thursday, January 16, 2020 from 6:00 -7:00 pm. Please RSVP to Emily.Marmoreo@toronto.ca to receive an access link. All participants will remain anonymous to fellow participants. A copy of presentation slides and answers to the online session will be available at Toronto.ca/kingstreet following the session.

2. SELECTION & AWARD

Up to five design concepts will be selected for implementation. This is a one-stage Call for Proposals open to Canadian design build practitioners. This call for proposals invites designers and design firms to submit credentials, a proposal, and examples of past work. Design drawings must be stamped by a professional landscape architect, architect, or engineer.

Successful proponents will be awarded \$25,000 + HST for design build services for one temporary parklet, consisting of installation, state of good repair maintenance work, and removal including proper reuse, recycling, and/or disposal of parklet materials upon completion of the contract.

A Selection Panel will be established to review proposals and award contracts. The panel will be made up of design professionals and City of Toronto staff, including at least one certified landscape architect, appointed for their insight concerning building in the public realm and advancing the City's outcomes in enhancing our public spaces and sustainability.

Particular consideration will be given to designs that incorporate one or more circular economy principle. For more information and guidance, see **Section 3 Scope of Work**.

January 8, 2020 12:00 noon	Call for Proposals released
January 16, 2020 6:00-7:00 p.m.	Information Session
February 5, 2020, 12:00 Noon	Deadline to Submit Proposals
Week of February 10, 2020	Selection Committee Meeting
No later than February 14, 2020	Notification of Successful Proponents
February 26, 2020	Project Initiation: Deadline to Finalize Agreement with Successful Proponent(s) Deadline to Submit Insurance Requirements
March 11, 2020	Schematic Design Submission
March 20, 2020	Design Development Submission
April 1, 2020	Construction Drawings Submission
April 1 – 8, 2020	City Sign-Off for Production
April 9 – May 15, 2020	Offsite Building Period
May 15 – 18, 2020	Installation
By December 31, 2020	Removal and Material Reuse/Repurposing Period
January 1, 2021 – April 30, 2021	Optional Agreement Extension Period

3. SCOPE OF WORK

The successful proponents will be required to design, build, install, maintain, manage, and remove a creative temporary parklet in accordance with the following design requirements and procedures:

a) Administrative

- An Agreement, included as Attachment C, will be signed by successful proponent upon award of contract.
- Under the Agreement, successful proponents will be paid \$25,000 + HST to produce their designs, install them in the curb lane, remove them at the end of term, and if possible reuse, recycle, or dispose of parklet materials on removal.
- The City of Toronto may elect to make fewer than five awards, or cancel the competition entirely and make no awards at any time, including after the Selection Panel has made any recommendation.
- If the Agreement is terminated for any reason, Section 19 of the Agreement applies.

b) General

Mandatory Requirements

- Function and design must be appropriate for urban curb lane context.
- Design shall provide an interest to all ages, shows innovative merit, originality, and distinction.
- Parklet must withstand the rigours of everyday outdoor use.
- Parklet shall be built to withstand high winds, rain, and snow.
- Site Location to be determined upon contract award.
- Installations must be maintained in a state of good repair for at least six months and until removed from the street.
- Based on durability, arrangements may be made for the installation to remain beyond December 31, 2020, as agreed to by the City of Toronto and the Proponent.

c) Design Build Process

Mandatory Requirements

- Proponents shall liaise with City staff following each design phase.
- Parklet cannot be affixed to the road or sidewalk.

Encouraged Components

- Parklet components, including transportation and installation, are encouraged to have a low environmental impact (for example, sourcing and movement of materials and impact on air quality).
- Proponents are encouraged to use design and build methods that minimize waste during installation and at end-of-use.
- Proponents are encouraged to plan for subsequent use of the parklet or its components following contract end date. Details about any planned future reuse, recycle, and/or repurposing of parts of or the entire parklet may be provided in the proposal submission.

3. SCOPE OF WORK continued...

d) Production and Materials

Mandatory Requirements

- Deck must be composed of anti-slip materials.
- Materials must be stain and graffiti resistant and cleanable by power wash.
- All parts shall be anchored to deck to prevent easy removal.
- Must not present any health or safety hazard, including design, production techniques and materials (including cleaning and maintenance) used.
- Plywood shall not be used as a base/to comprise the decking structure.
- Installation shall be designed so that the majority of production can be completed off site in advance of installation on the street.

Encouraged Components

- The use of refurbished, reclaimed, reusable, and/or recyclable materials, are encouraged.
- The use of building materials or components that are sustainably sourced (for example, from a local supplier, containing a proportion of recycled content, etc.) is encouraged.
- Where possible, any packaging and protective materials required in the transport of materials to the installation site are encouraged to be reusable or recyclable.
- Where possible, proponents are encouraged to reduce the amount of packaging used and/or eliminate the use of packaging.



Photo Credit: IBI Group



Photo Credit: Arup

3. SCOPE OF WORK continued...

E) Design and Layout

Mandatory Requirements

- Dimensions shall be 1.95m x 6.0m (to conform to the size of a standard parking space).
- All parklets shall include the following elements: decking structure; edge protection; drainage channel at base; an element of fun; and focus for visual interest.
- Edge protection shall be a notable, defined edge along the sides of the installation facing the roadway including adjacent parking spaces to protect installation users from moving traffic. This could be a continuous railing, planter, fence, or similar structure.
- Total height of installation edge treatment shall be between 0.8m and 1.2m measured from the base of the installation
- Installation must not contribute or create sight line obstructions impacting vehicular, cyclist or pedestrian traffic. The height of any internal element cannot exceed 2.4m.
- Design should discourage graffiti vandalism.
- Parklet must be accessible for people with mobility challenges.
- Must not contain any trip hazards.
- Installation components shall be easily transported and be able to be lifted by a forklift.
- Deck structure must be accessible/adjustable to different curb heights. A threshold between the deck and sidewalk will be required in some instances to accommodate curb elevation differences.
- Deck structure must accommodate road crowning and not exceed a 2% cross slope.
- Must be a free public amenity, without advertising and commercial activities.
- Layout cannot interfere with the pedestrian clearway on the sidewalk.
- Design shall allow for signage of 30x40cm dimension that provides a description of the design concept to be collaboratively developed and jointly approved by the proponent and the City of Toronto.

Encouraged Components

- Vegetation spanning an area of 1.5m² can be incorporated.
- A power source will not be available at the site. Designs that incorporate lighting through renewable power feature (for example, solar) are encouraged.
- Designs that encourage reuse through the use of modular components, rental arrangements, and/or post-installation donation, are encouraged.

4. ELIGIBILITY & EVALUATION CRITERIA

Submissions will be scored on a point system under the following criteria. Proponents must score a 80% in section B to be scored for the non-mandatory circular economy elements. Contracts will be awarded to teams with the highest point values on a declining basis. Submissions must exceed a threshold of 80% overall to be considered for contract award.

A) Firm/Team Information (20 points)

- Relevant experience related to scale and context
- Qualifications of the team to make the project a success
- Identification of a qualified builder/manufacturer
- Identification of a Certified Landscape Architect/Architect/Professional Engineer on project team

B) Concept Proposal – Mandatory Requirements (70 points)

Mandatory Requirements

Submissions are required to meet threshold score in the scope of work items identified as mandatory, and will be scored according to the categories below:

- Concept is fun and exciting
- Function is appropriate to curb lane context
- Proposed materials satisfy mandatory requirements in scope of work
- Materials are durable
- Design is accessible and safe
- Design incorporates required measurements and parameters for safety and sightlines

C) Concept Proposal – Encouraged Components (40 points)

Encouraged Components – Submissions are encouraged to incorporate circular economy principles in the design and implementation of the parklet in the following ways.

- Transport, packaging, and/or installation of components minimizes waste and environmental impact
- Plan for repurposing, donation, and/or recycle parklet or its components at the end of use period
- Incorporates sustainable material selection and sourcing (for example recycled content, refurbished or reclaimed materials, materials from a local supplier)
- Incorporates design for circular economy system improvement (for example renewable power feature, vegetation or green infrastructure, social benefit)

Section 8.2.5 describes specific examples for incorporating circular elements.

D) Submission Package Quality (10 points)

- Application is complete
- Content is high quality and clear

5. PAYMENT SCHEDULE

1. Upon Signing of Agreement - \$1,000
2. Upon Submission of Construction Drawings - \$3,000
3. Upon Approval from City of Toronto to proceed with building of parklet - \$20,000
4. Upon Removal of parklet - \$1,000

Optional Agreement Extension if agreed to with City of Toronto - \$300/month until April 30, 2021 for state-of-good-repair monitoring and maintenance. See Schedule B of Agreement.



6. POST-COMPETITION PROCEDURES

The following procedures will be observed:

- The Selection Panel may elect to identify less than five successful proponents or no successful proponents.
- No successful proponent may be made public until the Agreement between the City of Toronto and successful proponent has been finalized.
- The Selection Panel's decision is final. No appeals from proponents concerning their decision will be permitted.
- The City of Toronto may request an extension of the term. The proponent would receive notification of this request in writing four weeks in advance of the term's expiry. The proponent would remain responsible for removal and proper reuse/disposal of parklet components following the contract extension.
- The City of Toronto may decide to issue public relations/press release featuring successful proponents.

Agreement between the Proponent(s) and the City of Toronto

- The successful proponent and the City of Toronto will enter into an Agreement (Attachment C) which will include the identification of the scope of services to be undertaken by the proponent and payment schedules to be followed. Details of the fabrication, installation, and project management will be the sole responsibility of the proponent. A certified architect, landscape architect, or engineer must approve final drawings.
- Proponents who object to any of the fundamental terms of the Agreement will be required to notify the City of Toronto of these objections. The City of Toronto will review the objections and may ask the proponent to withdraw from the competition or refuse to enter into an Agreement with a successful proponent if those objections, in the City's opinion, cannot be reconciled with the City of Toronto's interests.



Photo Credit: Royal Architectural Institute of Canada



Photo Credit: <https://catracalivre.com.br/wp-content/uploads/2015/08/parklet.jpg>

7. PROJECT CONTACT

Allan Abrogena
Transportation Services
City of Toronto

Email: kingstreet@toronto.ca

Please use subject line: Call for Proposals - Temporary Parklet Design & Build Services

8. ATTACHMENTS

8.1 – Application Form

8.2 – Temporary Installations and the Circular Economy

8.3 – Agreement



Photo Credit: Parklet Brasil

ATTACHMENT 8.1: APPLICATION FORM

8.1.1. Team Information

Name of Firm/Team:

Primary Contact:

- Name:
- Address:
- Telephone:
- Email:

Team member(s):

- Name:
- Title:
- Licensed Landscape Architect/Architect/Engineer: Y/N
- Relevant Work Experience:

Identify any proposed subcontractor including any manufacturers:

- Name
- Website
- Contact Info
- Relevant work experience

I certify drawings will be stamped by a licenced architect/landscape architect or professional engineer. Y/N

8.1.2. Past Work

Provide a maximum of ten images of previous and relevant work, including title, materials, and proposed dimensions.

8.1.3. Concept

Provide a maximum of five images/key drawings to illustrate concept proposal.

- Provide a description of the concept
- Provide a description of the parklet

Primary Materials:

- Circular economy elements (Optional)
- Maximum one page end-of-use materials management plan: How will components be reused/repurposed/ disposed of upon end of contract? (Optional)

8.1.4. References (provide 2 references providing the information below)

Name:

Relationship:

Contact Number:

Name:

Relationship:

Contact Number:

8.1.5. Post-Competition

I give permission for City staff to contact me concerning my submission post-competition award. Yes/No

ATTACHMENT 8.2: TEMPORARY INSTALLATIONS AND THE CIRCULAR ECONOMY

8.2.1. CIRCULAR ECONOMY OVERVIEW

Traditionally, the way we build and use public realm infrastructure has been “linear”. This means that raw materials are used to make a product, and when the product is finished being used it is thrown away, ending up in our waste management streams.

A circular economy offers an alternative to the traditional linear approach. It focuses on keeping products and in use for as long as possible by designing them in a way that ensures longevity, renewability, reuse or repair. It also involves making it easier to recover other valuable resources before they become waste (for example, salvaging a previously-used building material like lumber); and, where possible and safe to do so, returning materials back to the natural world.



The City of Toronto has made [a commitment to work towards becoming the first circular economy city in the province](#). Outlining a [plan for how circular economy principles can be applied to the City’s purchases](#) and testing new approaches for integrating circular economy approaches in public spaces, such as the King Street Parklets, are some of the ways that the City of Toronto is working to achieve this goal.

As part of its circular economy journey, the City wants to learn from a crucial driver of innovation in public spaces - the design community. This Call for Proposals offers the opportunity for designers and design firms to explore ideas for how circular approaches can be applied to temporary creative structures, and how the design process can promote waste reduction.

A circular economy is based on the following core principles:

- I. **Limiting our environmental impact:** Reducing our carbon footprint and our reliance on raw, scarce, and natural resources as well as materials harmful to humans and the environment.
- II. **Maximizing the useful life of products, structures, spaces and materials and maintaining their value over time:** Borrowing, sharing, renting, reusing, repairing, and refurbishing existing products, structures, and materials rather than purchasing new ones. We can also ensure that products, structures, spaces and materials are well-maintained so that they stay useful for longer.
- III. **Improving our systems by designing out waste:** Examining our industries and practices to find new ways to design and build that encourage reducing waste and putting valuable materials back into circulation. Where possible, and where safe to do so, we can also examine how materials can be returned to the environment to help to renew or regenerate natural systems.

The transition to a circular economy can achieve a range of environmental, social, and economic benefits. To learn more about how a circular economy is developing around the world, visit <https://www.ellenmacarthurfoundation.org/>.

8.2.2. HOW THE CITY OF TORONTO CAN APPLY A CIRCULAR ECONOMY APPROACH TO CITY SERVICES

A circular economy approach to service delivery challenges the City to rethink how it can provide services to residents based on three core principles:

- We can find new ways to deliver our services, purchase materials that we need to do our work, and enter into contracts with service providers in a way that reduces our reliance on non-renewable natural resources and **limits** our carbon footprint.
- Once a resource is in use, we can find ways to collaborate with others or ask the marketplace and industry to work on opportunities to **maximize** the use of that resource (think reduce, share, repair, reuse, and recycle).
- We can continue looking for ways to redesign our processes, including service delivery, in order to reduce any waste or inefficiency through a combination of research, collaboration, innovation, and pilot projects such as the parklet initiative, and, where possible, **regenerate** natural systems.

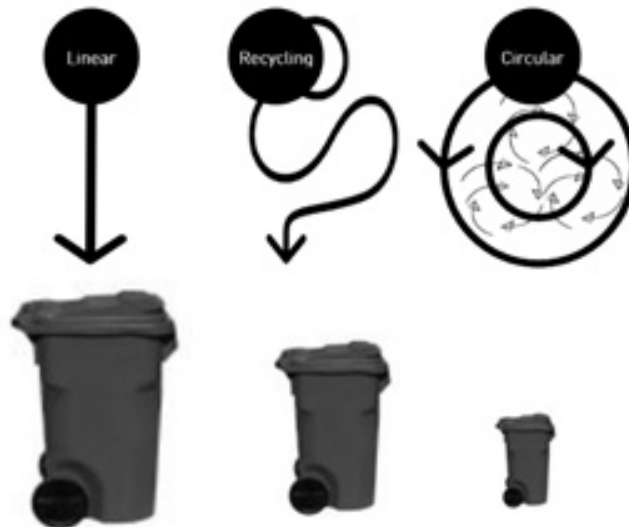


8.2.3. IS A CIRCULAR ECONOMY THE SAME AS RECYCLING?

Not exactly. A circular economy approach prioritizes reducing the amount of materials we use when we are designing and manufacturing products, followed by keeping the product in use for as long as possible. It then looks for opportunities for reducing, reusing, borrowing, repairing, or refurbishing before ultimately recycling or disposing of a material.

When a product can no longer be used, recycling is a key part of a circular economy – it helps ensure that valuable materials are recovered and used to create new products. However, the various steps in the recycling process require some inputs of energy and other resources. Recycling processes can also have an impact on the material itself - the industry term “downgrade” is used to indicate that a material’s quality has reduced through recycling processes. Sometimes, downgrading can reduce the quality of a material to the point that it can no longer be used to make the same product, or kept in circulation.

Circular economy principles therefore follow the ‘reduce, reuse, recycle’ waste hierarchy (refer to section 8.2.4) in order to maximize the value of materials and support green products, green jobs and green growth. This also helps the City of Toronto reduce its environmental footprint and contribute to the goal of more sustainable consumption and production ([UN Sustainable Development Goal 12](#)) in addition to making cities and human settlements inclusive, safe, resilient and sustainable ([UN Sustainable Development Goal 11](#)).

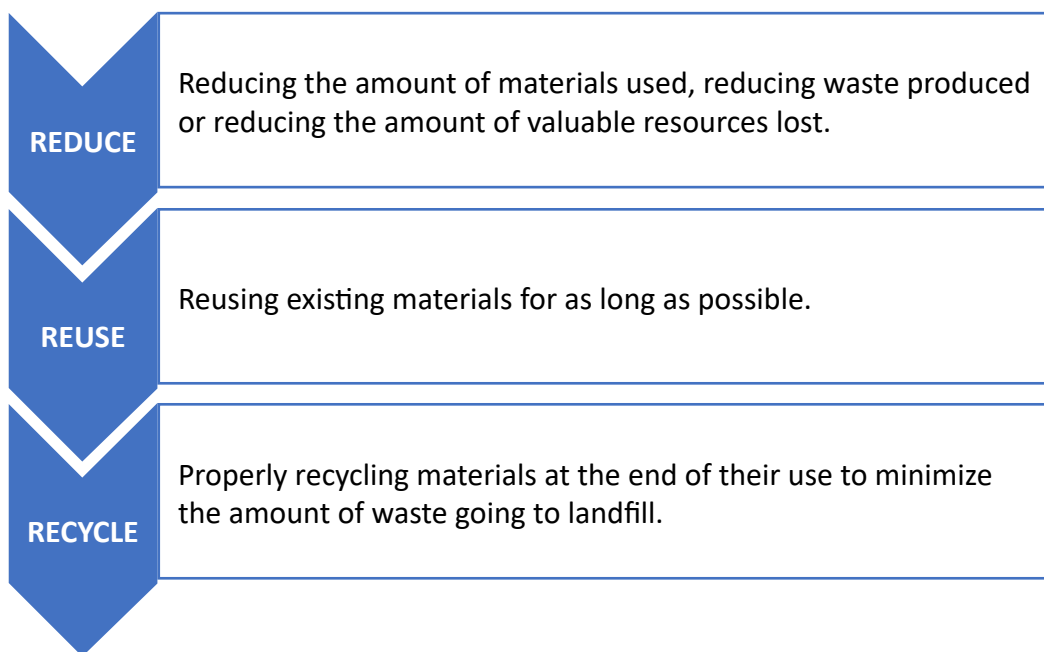


8.2.4. OUR APPROACH TO MANAGING TEMPORARY PRODUCTS AND INSTALLATIONS IN A SUSTAINABLE MANNER

The City of Toronto values the important role of innovative design and temporary place-making in enhancing our public realm. At the same time, the City recognizes that an installation intended for temporary public use does not remain in the environment temporarily.

Designers have the opportunity and responsibility to influence and manage the final destination of materials they choose, and as a result minimize the amount of waste being sent to landfill.

The waste hierarchy is a tool that can help us identify and prioritize the order of importance when selecting and managing materials. As illustrated below, the waste hierarchy prioritizes (in order of importance) reduction, reuse, and recycling.



8.2.5. EXAMPLES OF HOW CIRCULAR ECONOMY PRINCIPLES CAN BE APPLIED TO TEMPORARY PUBLIC REALM INSTALLATIONS

A circular economy approach further expands upon the waste hierarchy by considering how we can contribute to strengthening our systems and putting valuable resources back into circulation. For examples of how circular economy principles may be applied to temporary public realm installations through **design, sourcing and selection of sustainable materials** or **planning for an installation to have a lifespan beyond its initial use**, please refer to the table below.

Circular Economy Principle	How Principle Can Be Applied to Temporary Public Realm Installations
Improving our systems by designing out waste	<ul style="list-style-type: none"> ● Designing for optimal social benefit and public use. <ul style="list-style-type: none"> ○ Example: In the design stage, considering functionality and use by the public including (but not limited to) creative seating, tables, performance stage, interactive public art, and creative bike parking. ● Designing for resilience and ecological performance. <ul style="list-style-type: none"> ○ Example: Incorporating native plants that support pollinators. ○ Example: Incorporating green infrastructure like storm water planters that mitigate runoff and act as natural filters for water pollutants. ○ Example: Integrating plants that are adapted and resilient to the urban environment. ● Designing in a way that makes it easy for parklet components to be disassembled and repurposed/recycled at the end of the installation. <ul style="list-style-type: none"> ○ Example: Incorporating modular components that are easily de-installed. ○ Example: Arranging for the supplier to take back products so that they can be re-manufactured or recycled.

<p>Maximizing the useful life of products, structures, spaces and materials and maintaining their value over time</p>	<ul style="list-style-type: none"> ● Reuse of a product, structure, or component by the Proponent after de-installation. <ul style="list-style-type: none"> ○ Example: Re-installing temporary street furniture as part of another project or at multiple local sites. ○ Example: Incorporating borrowed or rented products that will be returned to the owner and used again. ● Reuse of products, structures, or components by another user in the community after de-installation. <ul style="list-style-type: none"> ○ Example: Reuse through resale / donation of temporary street furniture by another user like an outdoor caterer or community centre. ○ Example: Identifying waste, salvaged, or deconstructed materials from other sources that can be integrated into an installation. ● Reuse of packaging by the Proponent or Supplier. <ul style="list-style-type: none"> ○ Example: Taking back and reusing packaging such as bubble wrap, foam, and shrink wrap.
<p>Limiting environmental impact</p>	<ul style="list-style-type: none"> ● Reducing environmental impact by sourcing sustainable materials rather than raw natural resources. <ul style="list-style-type: none"> ○ Example: Choosing low-emission wood products such as local salvaged urban wood instead of raw timber. ○ Example: Sourcing products that contain a proportion of recycled content, such as street furniture containing recycled plastic. ● Limiting the waste sent to landfill from temporary materials and enabling the proper recycling of materials <ul style="list-style-type: none"> ○ Example: Designing out packaging waste such as bubble wrap, foam and shrink wrap through logistics with 'just in time' deliveries not requiring onerous packaging and protection. ○ Example: Separating garbage, organics, and recycling to maximize material quality for recycling.

A note on the term “recyclable”

The packaging and construction materials used for the parklet installation may not be recyclable in the City’s Blue Bin recycling program. The City’s Blue Bin program was designed for household waste and is restricted to specific recyclable materials. For a list of materials accepted in the City of Toronto’s Blue Bin recycling program, please visit: toronto.ca/recycle.

The City will not be responsible for the collection or disposal of parklet materials following de-installation. It is the responsibility of the Proponent to ensure proper recycling of materials generated from parklet installation. For a list of recycling service providers, proponents may contact [Partners in Project Green](#) or the [Ontario Waste Management Association](#).

8.2.6. END-OF-USE MATERIALS MANAGEMENT PLAN

By encouraging us to think about waste reduction from the outset, circular design and materials management planning can play a crucial role in the transition to a circular economy.

An end-of-use materials management plan is a tool that can be used to help with the design process by identifying how materials will be managed efficiently and in an environmentally friendly manner when the installation has finished serving the purpose for which it was built (in this case, installation and use on King Street).

Applicants to the 2020 Temporary Parklet Call for Proposals are invited to include an (optional) end-of-use materials management plan in the Application Form (Section 8.1.3). The materials management plan may include a brief description of how major components of the temporary parklet will be recovered, reused, repurposed and/or disposed of after de-installation. If applicable, the end-of-use management plan may also outline any modular elements of the parklet that are designed specifically to be deconstructed and reinstalled at another site, repurposed for a different use or reused in another temporary installation.

ATTACHMENT 8.3: AGREEMENT

THIS TEMPORARY PARKLET AGREEMENT made **XXX** in quadruplicate,

BETWEEN:

City of Toronto

(the “City”)

and

[INSERT NAME]

(the “Proponent”)

Background:

The City issued a Call for Proposals, attached as Schedule C, which closed on TBD, 2020, with respect to Temporary Parklets. Following a review of the submissions in response to the CFP, the City selected the Proponent to design, produce, install and repair a Temporary Parklet, the City and the Proponent now wish to set out the terms relating to the Proponent’s design, production, installation and repair of the Temporary Parklet.

This Agreement is being entered into in accordance with Chapter 195, Purchasing of the Toronto Municipal Code.

The City and the Proponent agree as follows:

1. Definitions

“Proponent” includes, unless the context otherwise requires, the Proponent’s Team as set out in the Proponent’s Concept Proposal attached as Schedule A.

“Removal” in all its forms means, unless the context requires otherwise, removing the TP as set out in the Proponent’s Concept Proposal.

“Repair” in all its forms means, unless the context requires otherwise, repairing deterioration of the TP related to workmanship or materials.

“Services” means, unless the context requires otherwise, those services, including work and goods, related to the obligations detailed in this Agreement to be provided by the Proponent for the City.

“TP” means a Temporary Parklet and includes all elements of the TP.

“TP Site” means approximately the total surface area of the exact location on which the TP will be installed. The exact location to be confirmed on award.

2. Performance of Services: Proponent’s Obligations

2.1 General Obligation

The Proponent agrees to design, produce, install and repair, and remove the TP in accordance with the terms of this Agreement, and all applicable legislation, policies, procedures, by-laws and regulations and to perform the Services as set out in this Agreement, together with such other services in connection with the TP as the City acting reasonably may require, in a careful and professional manner, at the Proponent’s sole cost, to the reasonable satisfaction of the City.

2.2 Detailed Design

The Proponent shall evaluate all material and data relevant to the TP as provided by the City and shall work with the City, to finalize the detailed design and the exact location of the TP within the TP Site.

2.3 Delivery and Removal

The Proponent shall be responsible for the delivery of the TP to and the removal of the TP from the TP Site and all equipment and materials necessary and for the purposes of the delivery, installation, and removal of the TP. On completing installation of the TP, the Proponent shall notify the City in email, providing three photographs of the TP with such notice. On removal of the TP the Proponent shall dispose of the TP as set out in their Concept Proposal.

2.4 Cooperation

The Proponent shall co-operate with other contractor(s) and worker(s) on site, if applicable. Without limiting the foregoing, the Proponent shall co-ordinate the installation and removal of the TP through the City's Project Design and Management Section. If any costs result from the Proponent's failure, inability, or otherwise unsatisfactory performance to co-ordinate the Proponent's work through the City's Project Design and Management Section, all such costs shall be borne exclusively by the Proponent, and may be deducted from any outstanding monies owed by the City to the Proponent or otherwise reclaimed by or refunded to the City by the Proponent.

2.5 City Permits

The Proponent shall obtain from the City all permits required by the City (permit fees to be absorbed by the City) for the delivery, installation, repair and removal of the TP and shall prepare all materials and documents required to obtain any permits required in connection with the delivery, installation, repair, and removal of the TP at the TP Site.

2.6 Specifications

The Proponent shall meet all of the TP specifications set out in their Concept Proposal. Any substantive changes to these specifications may only occur with the prior written approval of the City.

2.7 Protective Measures

The Proponent shall implement protective measures, satisfactory to the City's Project Design and Management Section, for the purpose of ensuring the safety of the public, the City's contractors, employees, agents and invitees, the Proponent and their contractors, sub-consultants, employees, agents and invitees and to protect the TP from damage or theft during the period it is installed.

2.8 Damage to the TP and Proponent's Property

In the event of physical loss or damage to the TP prior to completion of the installation, the Proponent shall immediately take all necessary steps to rectify the loss or damage by repair, replacement and/or other appropriate means as soon as is reasonably possible at no additional cost to the City. Where necessary, the Proponent may collect insurance proceeds before rectifying the loss or damage and shall rectify the loss or damage as soon as is reasonably possible after receipt of said funds, but within a timeframe deemed acceptable by the City and in accordance with any other expectations and instructions by the City.

The Proponent shall be responsible for any loss or damage whatsoever to any of the Proponent's materials, goods, equipment or supplies and will maintain all-risk coverage as required by this Agreement and as any prudent owner of such materials, goods, supplies and equipment would maintain. The Proponent shall have no claim against the City or the City's insurers for any damage or loss to the Proponent's property and shall require their insurers to waive any right of subrogation against the City.

2.9 Deterioration of the TP

The TP shall be under warranty until it is removed. The Proponent shall assume responsibility for any deterioration of the TP due to workmanship or materials. Any such deterioration discovered until the TP is removed shall be repaired, replaced and/or other necessary means taken to rectify the deterioration by the Proponent or, at the election of the Proponent, and subject to prior approval by the City, by another party on behalf of the Proponent, and in any event at the sole cost of the Proponent, provided that the City, following the discovery of such deterioration, has given prompt written notice of the deterioration to the Proponent.

Following receipt of such notice the Proponent will have 15 days in which to contact the City concerning the repairs, failing which, the City may undertake the repairs, replacement and/or other necessary means to rectify the deterioration at the sole expense of the Proponent and the City shall have the right to satisfy any amount owing to the City by the Proponent as a result of such action, including, without limitation, by way of a set-off against any amount from time to time owing by the City to the Proponent.

For greater certainty, in the event that (1) no outstanding monies are owed to the Proponent at the time of the City's detection of any deterioration of the TP, and (2) the City undertakes the repairs, replacement and/or other necessary means to rectify the deterioration, due to the failure, inability, or otherwise unsatisfactory performance by the Proponent in rectifying the said deterioration, the Proponent shall be required to refund, reimburse, or otherwise pay the City for all costs incurred as a result of any actions taken by the City under this subsection 2.9, promptly on receipt of the City's invoice(s).

2.10 Removal of the TP

The Proponent shall remove the TP on the expiry or termination of this Agreement at the sole cost of the Proponent. This includes adhesive murals on the road surface but does not include painted murals on the road surface.

2.11 Repair and Restoration of the TP Site and Area

The Proponent agrees to repair any damage to the street, sidewalks or other areas caused by its installation, repair or removal of the TP and to restore the TP Site to its original condition, to the satisfaction of the Project Design and Management Section.

3. City's Obligations

The City shall:

- 3.1** Respond to the Proponent's inquiries in a reasonable and timely manner and shall act reasonably to extend deadlines if delays result because of the content or timing of the City's response.
- 3.2** Subject to the Proponent meeting its obligations under section 2, take all reasonable steps, to ensure that the TP Site is accessible and available to the Proponent for the purposes of the delivery, installation, repair, and removal of the TP by the Proponent.
- 3.3** Provide reasonable assistance to obtain co-operation by other contractor(s) on site if applicable.
- 3.4** Have the right, at all times to inspect the progress of the production, installation, repair, and/or removal of the TP.
- 3.5** Consult with the Proponent on recognizing, as part of the TP, the Proponent and any sponsor approved in advance by the City.
- 3.6** Give the Proponent written confirmation when the TP has been delivered to the satisfaction to the City including in accordance with the Proponent's Concept Proposal.
- 3.7** Pay the Proponent in accordance with the terms of the payment provisions of this Agreement. Payment is subject to the City's invoicing requirements and all other conditions set out in this Agreement.
- 3.8** On installation of the TP, from time to time undertake any repairs to the TP that the City, in its sole discretion, determines is required at its own expense. For greater certainty, the City is not required to undertake any repairs nor use the Proponent to undertake any repairs and the Proponent remains obligated to make repairs under subsection 2.9. The City has the sole right at any time to undertake repairs it deems necessary or to remove the TP.

4. Payment

- 4.1** In consideration of the performance of the terms contained in this Agreement, to the satisfaction of the City, the City shall pay the Proponent in accordance with Schedule B. Except for the payment of HST, this sum shall be deemed to include payment of any and all other taxes. This amount also includes the Proponent's team and sub-consultant fees, travel and all other costs and expenses of any kind or nature incurred by or on behalf of the Proponent in the performance of this Agreement. The Proponent agrees to remit all HST as required.

- 4.2** The Proponent shall submit invoices in such detail as may be required by the City, and the City reserves the right to require further proof or documentation from the Proponent in respect of Services performed or expenses incurred by the Proponent and the Proponent shall provide, without delay, such further proof or documentation.

If the City does not approve of the claims or expenses which are the subject of the invoice, the City shall advise the Proponent in writing of the reasons for non-approval and the Proponent shall remedy the problem at no additional cost to the City before the City shall be obliged to pay the invoice or any part of it, as the case may be.

- 4.3** The payment of moneys shall not be construed as an acceptance by the City of any bad or defective Services to which the same relates, or as an admission of liability by the City to pay any money in respect of such Services, and shall not in any manner lessen the liability of the Proponent to repair, replace and/or take any other appropriate measures in respect of such Services, although the condition of the same may not have been known to or discovered by the City at the time moneys were paid.
- 4.4** Subject to the payment terms described in this Agreement and as may be further set out in any amendments, the City shall pay the Proponent within 60 days from the date of receipt and satisfactory review of the invoice(s).

5. Non-Exclusivity

The parties agree that this Agreement shall not be considered a guarantee of exclusivity.

6. Term of Agreement

- 6.1** The term of this Agreement shall be from the date of signing this Agreement to December 31, 2020.
- 6.2** The parties may extend the term of this Agreement by written agreement. During an extension:
- (1) the City shall pay the Proponent at a rate of \$300 per month pro-rated according to the length of the extension up to April 30, 2021; and
 - (2) this Agreement, including the parties' obligations under the Agreement, shall continue to apply.

7. Compliance with Laws

- 7.1** The Proponent shall comply with all federal, provincial and municipal laws and regulations in performing any Services including, without limitation, the *Occupational Health and Safety Act* and the *Workplace Safety and Insurance Act, 1997*, or any successor legislation, as applicable, and shall provide to the City, on request, periodic reports confirming such compliance.
- 7.2** In particular, and without limiting the foregoing, the Proponent represents that it has in place occupational health and safety, workplace violence and workplace harassment policies in accordance with the *Occupational Health and Safety Act* and the *Workplace Safety and Insurance Act, 1997*.

8. Workplace Safety and Insurance Act

The Proponent shall be in good standing with the Workplace Safety and Insurance Board (“WSIB”) throughout the term of this Agreement. If requested by the City, the Proponent shall produce certificates issued by the WSIB to the effect that they have paid in full their assessment based on a true statement of the amount of payrolls. If the Proponent is considered by WSIB to be an independent operator without coverage, the Proponent shall provide a letter to that effect from the WSIB.

9. Confidentiality and Conflict of Interest

The Proponent shall treat as confidential all information of any kind which comes to the attention of the Proponent in the course of carrying out the Services and shall not disseminate such information for any reason without the express written permission of the City or otherwise in accordance with *Municipal Freedom of Information Protection of Privacy Act* or other applicable access or privacy law. The Proponent may be required to enter into a confidentiality and conflict of interest agreement in a form satisfactory to the City Solicitor.

10. Construction Act

For the purposes of this section, “supply of services”, “improvement” and “holdback” shall have the same meaning, respectively, as defined by the *Construction Act*, or any successor legislation.

Where any part of the Services constitutes a supply of services on or in respect of an improvement, the City shall retain a holdback as required by the *Construction Act*, or any successor legislation, from each sum otherwise payable to the Consultant under this Agreement with respect to those Services. The holdback shall be retained, held and released by the City in accordance with the *Construction Act*, or any successor legislation.

11. Insurance

- 11.1** The Proponent agrees to purchase and maintain in force, at its own expense and for the duration of the Agreement, the following policies of insurance, which policies shall be in a form and with an insurer acceptable to the City:
- (1) Commercial General Liability provided that the policy:
 - (a) is in the amount of not less than \$1,000,000 per occurrence;
 - (b) adds the City of Toronto as additional insured;
 - (c) has provisions for cross-liability and severability of interest, blanket form contractual liability, owner's and contractor's protective liability, broad form property damage, contingent and/or employer's liability, products/completed operations and non-owned automobile liability.
 - (2) Professional Liability (errors and omissions) coverage provided that the policy:
 - (a) is in the amount of not less than \$2,000,000;
 - (3) All Risk Installation floater insurance written on a replacement cost basis on any and all materials, supplies and equipment and/or systems owned by the Proponent or on behalf of the Proponent by its contractors or sub-contractors, including materials and supplies used by the contractor in the performance of the work.
- 11.2** Prior to the commencement of the work, the Proponent shall deliver to the City original certificates of insurance in the City's standard form, signed by the insurer or an authorized agent of the insurer. The Proponent shall provide original signed certificates evidencing renewals or replacements to the City prior to the expiration date of the original policies, without notice or request by the City.
- 11.3** The Proponent agrees that insurance policies may be subject to reasonable deductible amounts, which deductible amounts shall be borne entirely by the Proponent. The amount of the deductible for the purpose of this Agreement shall not be more than the value of the TP budget.
- 11.4** It is understood and agreed that the coverage and limits of liability noted above are not to be construed as the limit of liability of the Proponent in the performance of the Services.
- 11.5** The Commercial General Liability policy shall contain an endorsement requiring the insurer(s) to notify the City of Toronto in writing at least 30 days, (15 days if cancellation is due to non-payment of premium), prior to any cancellation of the Proponent's insurance.

12. Limitation of Liability and Indemnity

- 12.1** The City shall not be liable for any loss or damage to the TP however caused.
- 12.2** The Proponent shall save, protect, indemnify and hold harmless, the City, its agents officers, employees and elected and appointed officials from and against any and all loss of, or damage to property, or injuries to, or death of any persons, including without limitation, property and officers, agents and employees of the City, and shall defend, indemnify and hold harmless the City, its officers, agents, employees, elected and appointed officials, from any and all claims, damages, suits, costs expense, liability, actions or proceedings of any kind, of or by anyone, resulting from, or arising out of, directly or indirectly, to the extent of any negligent act or omission or willful misconduct of the Proponent, or the Proponent's, agents, employees, or subcontractors.
- 12.3** The Proponent shall indemnify the City for any damages, costs and/or expenses (including reasonable lawyer's fees) incurred by the City directly or indirectly as a result of the breach by the Proponent of any obligation, representation or warranty contained in this Agreement.

13. Intellectual Property Indemnity

The Proponent shall indemnify and save harmless the City of Toronto, its Mayor, Members of Council, officers, employees, and agents from and against any losses, liens, charges, claims, demands, suits, proceedings, recoveries and judgments (including legal fees and costs) arising from infringement, actual or alleged, by the Proponent's Concept Proposal, its use or misuse, or by any of the deliverables developed or provided or supplied under or used in connection with the Services (including the provision of the Services themselves), of any Canadian, American or other copyright, moral right, trade-mark, patent, trade secret or other thing with respect to which a right in the nature of intellectual/industrial property exists.

14. Intellectual Property Rights, Licence, etc.

14.1 The Proponent grants to the City an irrevocable, paid-up, royalty-free and otherwise cost-free licence (the “Licence”):

- (1) to use, including to reproduce, adapt and exhibit:
 - (a) any information forming part of the Proponent’s submission in response to the Call for Proposals;
 - (b) any still or moving image of the TP and/or the Proponent made by or on behalf of the City during and the installation and display of the TP; and,
 - (c) the TP or any part of the TP in any medium such as posters, brochures or webpages related to the City,

in any manner related to the promotion of the King Street Transit Priority Corridor, the Circular Procurement Framework and Implementation Plan, the City of Toronto, artists and creative talent, and the City and for the City’s internal and external educational purposes;

- (2) to install and display the TP in accordance with this Agreement.

14.2 The Proponent agrees that the City may grant sublicences of their Licence to third parties subject to the same terms as the Licence under subsection 14.1.

14.3 Where reasonably possible, in its sole discretion, the City, except where the City has granted a sublicense under subsection 14.2, shall refer any third party approaching the City for permission to use an image of the TP to the Proponent.

14.4 In view of the intention that the TP be unique to the City, the Proponent agrees not to make any replicas of the TP without written consent from the City. Nothing in this Agreement shall, however, prevent the Proponent from making other TPs that are materially different than the TP using combinations of the same materials in different configurations.

14.5 Copyright, and all other intellectual property rights in and to the TP continue to be owned by the Proponent.

- (1) The Proponent warrants and represents that the TP is original to the Proponent and/or that the Proponent is the exclusive owner of the rights conveyed to the City.
- (2) The Proponent represents and warrants that the TP does not violate any intellectual property rights of any other person or entity contrary to the *Copyright Act* or otherwise provided at law and that the Proponent has full power and authority to license the TP.

- (3) The Proponent agrees unauthorized reproduction or other use of the TP, contrary to the *Copyright Act* or otherwise provided at law, by third parties in no way constitutes a breach by the City of this Agreement and understands that the City disclaims all liability in respect of such unauthorized reproduction or other use. The Proponent further agrees that they have no claim, recourse, or cause of action against the City in respect of any such unauthorized use and/or reproduction.

14.6 The Proponent agrees that all uses of the TP in accordance with this Agreement:

- (1) are deemed not to be a breach of copyright or any other intellectual property rights in any way and no royalty or any other fee shall payable to the Proponent by the City, its Agencies or Corporations or anyone sublicensed under subsection 14.2 for such uses; and,
- (2) in no way interfere with or violate any moral rights of the Proponent related to the TP.

14.7 The Proponent understands that the City will keep any documents submitted by the Proponent in accordance with its record-keeping obligations as required by applicable statutes, regulations and by-laws.

15. Independent Contractor

The relationship of the City and the Proponent is one of owner and independent Contractor and not one of employer-employee. Neither is there any intention to create a partnership, joint venture or joint enterprise between the Proponent and the City.

16. Sub-Consultants

The Proponent shall be solely responsible for the payment of any sub-consultants employed, engaged or retained by the Proponent for the purpose of assisting in the discharge of the Proponent's obligations under this Agreement and shall co-ordinate the services of any such sub-consultants and shall be liable to the City for any costs or damages arising from the errors or omissions of such sub-consultants.

The Proponent shall be liable to the City for any costs or damages arising from the errors or omissions of such sub-consultants.

17. Delays/Extensions

Notice in writing of any occurrence causing, or likely to cause, delay shall be given promptly to the City by the Proponent. If by reason of force majeure or other cause beyond the reasonable control of the Proponent, any of the Services have been or are likely to be delayed, a reasonable extension of time will be negotiated between the Proponent and the City's Project Design and Management Section for completion of the Services so delayed.

18. Default

In the event that:

- (1) the Proponent fails to complete the TP in accordance with Schedule D without having obtained an extension of this deadline from the Project Design and Management Section;
- (2) the Proponent fails to complete the TP in accordance with this Agreement on specifications attached as Schedule A and Schedule D; or,
- (3) the Proponent is in breach of any representation, warranty, covenant or material provision of this Agreement,

the City shall notify the Proponent of such breach in writing.

The Proponent shall then have 15 days to cure such default. In the event that the Proponent does not cure the default within the 15 day period, the City at its sole option may terminate this Agreement and retain all work and material of the Proponent pertaining to the TP at no further cost to the City and shall be entitled to pursue all rights and remedies available to it in law or in equity.

19. Termination

Despite any other provision of this Agreement, the City may terminate this Agreement on three days' notice in writing to the Proponent. In the event that the City terminates the Agreement, other than in accordance with section 18, the City shall reimburse the Proponent for the demonstrable, reasonable actual costs to the Proponent incurred in connection with the TP and the termination of this Agreement as well as any reasonable outstanding liability owed by the Proponent to the Proponent's contractors, subcontractors, or employees incurred in connection with such termination, which claims for reimbursement shall be reviewed by the City in accordance with the invoicing provided for in this Agreement. Such reimbursement plus any portion of the fee under Schedule B paid to the Proponent at the time of termination shall not exceed the total fee to be paid to the Proponent under Schedule B.

20. Governing Law

This Agreement shall be governed by, subject to and construed in accordance with the laws of the Province of Ontario and the laws of Canada, as applicable to the matters herein. Any action or other legal proceeding arising under or with respect to this Agreement (including any motion or other interlocutory proceeding) shall be brought in a Court or a tribunal, whichever may be applicable, sitting in Toronto, Ontario, save and except the Supreme Court of Canada.

21. Notice

All notices, requests, demands or other communications required or permitted to be given under this Agreement by one party to another shall be given in writing by registered mail, postage prepaid, addressed to the other party, or by personal delivery, or by e-mail to the other party as follows:

To the City at:

Allan Abrogena
Transportation Services
City of Toronto
City Hall, 23rd Floor, East Tower
100 Queen Street West
Toronto, Ontario M5H 2N2
Email: kingstreet@toronto.ca

Please use subject line: Call for Proposals - Temporary Parklet Design & Build Services

To the Proponent at:

[Insert Proponent]
[Insert Address]
Email: xxxxx@xxxxxx

or at such other addresses as may be given in writing.

All such notices, requests, demands, or other communications shall be deemed to have been received when delivered (if personally delivered or emailed) or on the third business day following mailing (if mailed).

22. Assignment

The Proponent shall not assign any part of this Agreement without the prior written consent of the City. Such written consent shall not under any circumstances relieve the Proponent of its liabilities and obligations under this Agreement.

23. Survival of Representations and Warranties

The representations, warranties and covenants of the Proponent shall survive the termination or expiration of this Agreement.

24. No Waiver

No action or failure to act by the City shall constitute a waiver of any right afforded to the City under this Agreement, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach by the Proponent, and no single or partial exercise of a right or remedy shall preclude any other or further exercise of them or the exercise of any other right or remedy, except as may be specifically agreed to in writing.

25. No Limitation on City's Rights

All rights and remedies of the City for any breach of the Proponent's obligations under the Agreement shall be cumulative and not exclusive or mutually exclusive alternatives and may be exercised singularly, jointly or in combination and shall not be deemed to be in exclusion of any other rights or remedies available to the City under the agreement or otherwise at law.

26. Entire Agreement

The parties agree that this Agreement constitutes the entire agreement between the parties with respect to the TP.

27. Order of Precedence

The Schedules attached to this Agreement shall constitute an integral part of this Agreement. In the event of a conflict or inconsistency between, or an omission or ambiguity with respect to, any term(s), condition(s) or provision(s) contained in any of the following contract documents, the term(s), condition(s) or provision(s) contained in the following documents shall apply and prevail in the following successive order of priority to the extent of such conflict, inconsistency, omission or ambiguity or incongruity:

- (1) Signed written amendment(s) to this Agreement;
- (2) This signed Agreement, excluding the Schedules;
- (3) Schedule B Payment Schedule;
- (4) Schedule D Scope of Work;
- (5) Schedule C Call for Concept Proposals; and
- (6) Schedule A Proponent Concept Proposal.

Later dates shall govern within each of the above categories of documents.

[signing page follows]

The parties have signed this Agreement on the date set out in the title.

Authorized under Chapter 195,
Purchasing of the Toronto Municipal
Code as a non - competitive
procurement under § 195-7.1.M.

I acknowledge that I have read and understood this Agreement and that I have had the opportunity to seek independent legal advice. I sign the Agreement voluntarily, and agree to be bound by its terms.

Name: **XXXXXXXXXX**

Title: Proponent

CITY OF TORONTO

Name: Jacquelyn Hayward

Title: Director, Project Design
and Management
Transportation Services

Schedule A

Proponent Concept Proposal

Schedule B

Payment Schedule

The City agrees to pay **XXXProponent NameXXX** in accordance with the following amounts and tentative timeline* and section 4 of this Agreement:

Date of Invoice	Amount
TP Project Initiation: On signing of the Agreement, no later than April 25, 2020.	\$1,000 (plus HST)
TP Construction Drawing Submission: May 24, 2020.	\$3,000 (plus HST)
TP Production: On written approval from City to proceed with building of TP, no later than May 31, 2020	\$20,000 (plus HST)
TP Removal: No later than December 31st, 2020 unless previously agreed upon by proponent and City.	\$1,000 (plus HST)

Optional Agreement Extension if agreed to with City of Toronto - \$300/month until April 30, 2021 for state-of-good-repair monitoring and maintenance.

*Official timeline to be confirmed with each proponent on Project Initiation

Schedule C

Call for Concept Proposals

Schedule D

Scope of Work

Based on the Proponent's concept elaborated in the Concept Proposal, the Proponent will develop detailed designs in accordance to the requirements outlined in Section 3 of the Call for Concept Proposal.

January 8, 2020 12:00 noon	Call for Proposals released
January 16, 2020 6:00-7:00 p.m.	Information Session
February 5, 2020, 12:00 Noon	Deadline to Submit Proposals
Week of February 10, 2020	Selection Committee Meeting
No later than February 14, 2020	Notification of Successful Proponents
February 26, 2020	Project Initiation: Deadline to Finalize Agreement with Successful Proponent(s) Deadline to Submit Insurance Requirements
March 11, 2020	Schematic Design Submission
March 20, 2020	Design Development Submission
April 1, 2020	Construction Drawings Submission
April 1 – 8, 2020	City Sign-Off for Production
April 9 – May 15, 2020	Offsite Building Period
May 15 – 18, 2020	Installation
By December 31, 2020	Removal and Material Reuse/Repurposing Period
January 1, 2021 – April 30, 2021	Optional Agreement Extension Period

The Proponent shall produce the following documents for review by the City's TP Technical Working Group.

*Official timeline to be confirmed with each proponent on Project Initiation