



Works & Emergency Services
David C. Kaufman, P.Eng., Acting Commissioner

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May 20, 2005

Robert E. Millward MCIP, RPP
President
R.E. Millward & Associates LTD.
Development & Planning Services
282 Richmond Street East
Suite 200
Toronto, Ontario
M5A 1P4

Dear Mr. Millward:

**Re: Toronto Co-ordinated Street Furniture Programme – Project Director –
Letter of Retention**

Thank you for meeting with Dave Kaufman and me on May 18, 2005 to discuss the City of Toronto's Co-ordinated Street Furniture Programme.

We appreciate your interest in taking on the role of Project Director for the project. Given the scope, magnitude and nature of the work your expertise and insight will be of utmost importance.

Toronto's Clean and Beautiful City initiative comprises a broad range of inter-related efforts striving to give Torontonians increased pride in our City by improving its appearance. One part of this action plan is the Co-ordinated Street Furniture Programme, aimed at elevating the quality and placement of these public features in an aesthetically appealing, well-maintained, functional and accessible manner.

Toronto streetscapes are currently characterized, and often cluttered, by a diverse array of street furniture elements including transit shelters, benches, waste receptacles, publication boxes, etc. With the on-going review of a new publication box by-law, the expiry of the current transit shelter contract fast approaching in mid-2007, and the expiry of the litter/recycling bin contract in 2009, there is an exceptional opportunity to bring these and other elements under the umbrella of a cohesive, flexible and functional high quality design standard. The focus of this program will be on improving those elements primarily related to the public right of way.

The draft work plan for this project is attached. It is anticipated that a report seeking endorsement of the draft plan will be submitted to City Council this spring, and Request for Proposals (RFP) would be issued later in 2006. The City's goals and objectives in achieving high standards of civic amenities should be informed by public and stakeholder input. Accordingly, extensive consultation and outreach has been incorporated as an integral element of the project.

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Our overarching goal is to ensure that the City secures a functional, well-designed, maintained and managed street furniture programme to improve and enhance the City's public realm.

Please find attached a Draft Work Programme outlining the scope of work for the project, specifically Section 5(6), which highlights the Terms of Reference for the Project Director.

The following sections of this letter are standard terms that would formalize your retention in this project.

Payment Terms

Based on our discussions, we have established an upset amount of S. 14 Applies (excluding GST), at an hourly billing rate of S. 14 Applies.

You shall obtain the concurrence of the City before you make use of other persons for the provision of services, where amounts are to be billed separately in respect of such person's work.

The City will pay for customary disbursements reasonably incurred on its behalf.

It is acknowledged that all rates and disbursements shall be exclusive of GST.

I would ask that you provide a complete up-to-date invoice on a monthly basis.

Term of Work

Subject to early termination, this retainer shall continue until such time as the final review and evaluation of the Request for Proposals is completed and the contract is awarded. The City reserves the right to terminate this retainer without cause, on a minimum of one day's notice. If the City/Board terminates this retainer prior to its conclusion, it shall only be responsible for payment for services and disbursements incurred in connection with this retainer up to and including the date of such termination.

Conflict of Interest

In accepting this retainer, you are acknowledging that the services may be undertaken and completed by you without a conflict of interest. If there arises any doubt as to whether there is or could be a conflict of interest, the decision of the City shall be final.

Confidentiality of Information and Material

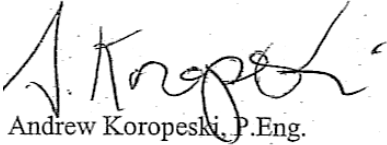
You shall, except as otherwise indicated by the City, both during and following the term of this retainer, maintain confidentiality and secure all material and information which comes into your possession as a result of undertaking the services. You shall not disclose any material or information that is confidential in nature, without first obtaining the written consent of the City.

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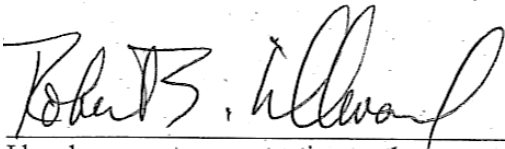
Please provide written confirmation that the terms of the retainer as set out in this letter are satisfactory by kindly signing below and returning a copy to me for my records.

Again, your involvement with this program will add an invaluable dimension and we look forward to working with you.

Yours truly,



Andrew Koropeski, P.Eng.
Director
Toronto & East York District
Transportation Services



I hereby agree to my retention on the terms and conditions as set out above.

AK/bmk

Attachment No. 1.

Draft Work Programme

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