

## CONSULTING AGREEMENT

THIS AGREEMENT made as of the ● day of ●, 20● (the "Effective Date").

**BETWEEN:**

**ALEXANDRA PARK CO-OPERATIVE**  
located in Toronto, Ontario (the "Owner")

AND

**[INSERT NAME AND ADDRESS OF SELECTED PROPONENT]**  
located in ●, Ontario (the "Consultant")

### RECITALS

- A. The Owner is a provider of social and affordable housing that owns and operates approximately 104 units of housing located in Toronto, Ontario (the "**Project**").
- B. The Consultant is the successful proponent in Request for Quote #19-278-16 ("**RFQ**") issued on May 9, 2019 by Housing Services Corporation (HSC) on behalf of the Owner for the provision of designated substance surveys as more particularly set out in Appendix 1 (the "**Services**").

**NOW THEREFORE THIS AGREEMENT WITNESSES** in consideration of the premises and the mutual promises contained in this Agreement, the parties agree as follows:

### **ARTICLE 1 : SERVICES**

- 1.1 The Consultant agrees to provide the Services to the Owner. The Services will be provided in a timely manner in accordance with the schedule provided by the Owner. For clarity, the Services required under this Agreement must be completed in their entirety by May 31, 2019.
- 1.2 Standard of Care
  - (a) The Consultant shall perform and complete the Services in compliance with all applicable Laws and Regulations and in a manner that will not impair the ongoing operation of the Project. The Consultant covenants that it has all the requisite permits, consents, and authorizations to conduct the Services.
  - (b) The Consultant shall exercise the standard of care, skill and diligence normally provided by an experienced and prudent engineer licensed and duly qualified in

Ontario, supplying similar services for projects of comparable size, structure and complexity, in a first class, expeditious, professional and timely manner, in accordance with modern practice and in a thorough and workmanlike manner.

- (c) No inspection, payment, review, comment approval, verification, confirmation, certification, acknowledgement or audit pursuant to the provisions of this Agreement by the Owner (or anyone on its behalf), or any failure of the Owner to do so, shall relieve the Consultant from performing or fulfilling any of its obligations under this Agreement or, subject to the provisions of this Agreement, be construed as an acceptance of all or any part of the Services.
- (d) The Consultant shall provide an adequate staff of skilled and experienced professional personnel with expertise to perform the Services in a competent and timely manner.
- (e) The Consultant is solely responsible, as principal and not as the Owner's agent, for the employment, remuneration, and training of all employees, agents, subconsultants and representatives of the Consultant, or retained by the Consultant, for performance of the Services.

### 1.3 Health and Safety

- (a) Without limiting its general obligation to comply with laws, where applicable, the Consultant acknowledges and agrees to comply in all respects with the terms and provisions of the Occupational Health and Safety Act and Regulations for Construction Projects (particularly the most current edition of the Regulations for Construction Projects R 213/ 91), and all other regulations made under the Occupational Health and Safety Act (Ontario) as it may be amended from time to time. The Consultant shall be responsible for the safety of its employees, suppliers, subcontractors, and visitors to the Project, and must ensure that proper safety equipment and procedures are used at all times and for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the Services.
- (b) If the Owner retains a construction manager or otherwise delegates health and safety responsibilities, the Consultant shall acknowledge in writing such safety guidelines as the Owner's appointee requires.
- (c) The Consultant must be registered with the Workplace Safety and Insurance Board ("**WSIB**") as an Employer and must maintain registration as an Employer with the WSIB for the duration of this Agreement. The Consultant shall provide the Owner a valid copy of a current WSIB Clearance Certificate upon the execution of this Agreement and agrees to provide valid clearance certificates for the duration of this Agreement upon request.

#### 1.4 Additional Services

- (a) The Owner may request that the Consultant perform Additional Services by providing a request in writing to the Consultant. Such written request shall constitute an amendment to this Agreement. The Consultant shall not perform and will not be compensated for any Additional Services without a written request for Additional Services executed by the Owner, which shall set any compensation and method of payment for such Additional Services.

#### 1.5 Subconsultants

- (a) The Consultant has been engaged to provide the Services directly and shall not delegate, assign or subcontract any of the Services, or any component of the Services, to any subconsultant without the prior consent of the Owner, which may be unreasonably withheld (an approved subconsultant being referred to in this Agreement as a "**Subconsultant**"). The Owner confirms that it has approved all Subconsultants listed on Appendix 3 to this Agreement.
- (b) The Consultant shall remove or vacate any liens registered on title to the Site by any Subconsultant within 15 days of such registration, failing which the Owner may, at the Consultant's expense, (i) withhold such funds, as may be required to satisfy such lien and/or (ii) vacate or release such lien; and in either case, the Owner may set-off its cost of doing so against amounts owing to the Consultant.

#### 1.6 Deficiencies

- (a) The Owner or its representative shall have the right to review, at all reasonable times, the Consultant's performance of the Services. Any failure on the part of the Owner to discover or reject Services not performed in accordance with this Agreement shall not be construed as acceptance by the Owner of such Services.
- (b) The Owner may give reasonable notice to the Consultant with particulars that the provision of the Services under this Agreement are not being, or have not been, performed in a manner satisfactory to the Owner, and the deficiencies requiring correction. Upon receiving such notice, the Consultant shall, at its own expense, take immediate corrective action and complete the correction of the deficiency within fourteen (14) days. Should the Consultant's attempt to correct such deficiencies be unsuccessful, the Owner may elect to give the Consultant additional opportunities to correct the deficiencies, without prejudice to the Owner's right to terminate the Agreement forthwith without liability to the Owner should the Consultant's subsequent attempts to correct the deficiencies be unsuccessful. The Owner may also remedy the deficiency itself and charge the Consultant all of its costs to do so, or set off such costs against any amount

owing to the Consultant under this Agreement. This provision will survive the termination or expiration of this Agreement.

#### 1.7 Ownership

- (a) All working papers, materials, products, concepts, presentations, data, reports appendices, photographs, drawings, templates, spreadsheets and databases and any other documents and other property arising out of or produced in the performance of this Agreement shall upon completion and submission to the Owner become the exclusive property of the Owner. The Owner shall have ownership of all copyright, intellectual property, moral rights, patents, trademarks and industrial designs arising from the performance of this Agreement.
- (b) Copies of all information obtained by the Consultant, including environmental and technical reports, and all other information directly related to, and accumulated over the course of the performance of, the Services shall be the property of the Owner, and, upon termination of this Agreement, shall be provided or returned to the Owner, as applicable, in electronic format where it exists in electronic format, and in its original format, when not in electronic format. Any information retained by the Consultant shall remain confidential.

#### 1.8 Final Report

- (a) Upon completion of the Services, the Consultant shall submit to the Owner the final report as required in Appendix 1 (the "**Final Report**"). The Consultant acknowledges that the Owner relies on the Final Report and any related documentation, reports and digital images to be provided to the Owner pursuant to Appendix 1. The Consultant covenants that the Final Report shall include a written representation and warranty, addressed to the Owner, that the Final Report is complete and accurate in all respects. If the Owner requests, the Consultant will meet with the Owner to explain the results of the Final Report. The Consultant confirms that the completed Final Report and any documentation and reports identified in Appendix 1, including, but not limited to, any sketches, data used to develop the Final Report, digital images and any building information is and will be the property of the Owner and shall be submitted to the Owner forthwith on expiration or termination of this Agreement.

## **ARTICLE 2 : TERM**

- 2.1 Unless terminated earlier in accordance with this Agreement, the term of this Agreement shall commence on the Effective Date and terminate when the Services have been completed as confirmed by the Owner (the “**Term**”).

## **ARTICLE 3 : FEES**

### 3.1 Fees

- (a) The Owner shall pay to the Consultant, as consideration to the provision of the Services, the fees described in Appendix 2 (the “**Fees**”). The Fees are exclusive of Harmonized Sales Tax.
- (b) Unless specifically noted in Appendix 2, the Consultant is not entitled to reimbursement of any costs incurred to provide the Services.

### 3.2 Payment

- (a) The Consultant shall submit monthly applications for payment to the Owner based upon the Services performed within fifteen (15) days following the end of each calendar month.
- (b) The Owner shall, no later than thirty (30) days after receipt of an application for payment from the Consultant, pay the Consultant the amount applied for or such other amount as the Owner determines to be properly due. If the Owner requires amendments to the application for payment, it will promptly notify the Consultant in writing, giving reasons for the amendment.

### 3.3 Owner's Right of Set-Off

- (a) The Owner may set off against any payment owing to the Consultant, any amounts owing to the Owner arising from:
  - (i) the Consultant’s failure to immediately remove construction liens arising from the performance of the Services in accordance with the provisions of this Agreement;
  - (ii) a material breach of this Agreement (including, without limitation, a breach of the health and safety requirements), by the Consultant; and/or
  - (iii) any claims for indemnification made by the Owner relating to the Project in accordance with this Agreement.

### 3.4 Personnel

- (a) The Consultant shall commit as many people and person-hours to the Project as are needed, from time to time, to complete the Services in accordance with this Agreement, including the personnel identified on Appendix 4 to this Agreement, if any, (the “**Key Personnel**”). The Consultant shall not replace any of the Key Personnel without the prior written approval of the Owner. If any of the Key Personnel become unavailable to perform the Services, then the Consultant shall promptly designate a replacement(s) who shall be subject to the Owner's written approval. The Owner shall be entitled to complete information on any such replacement of the Key Personnel, including a current resume.
- (b) The Consultant acknowledges that the Owner, in awarding this Agreement, has relied on the Consultant’s representations that the Key Personnel will be available to perform or provide the Services throughout the duration of this Agreement.

### 3.5 Accounting and Audit

- (a) The Consultant shall maintain and keep accurate Project records (which means all tangible records, documents, computer printouts, electronic information, books, plans, drawings, specifications, accounts or other information) relating to the Services for a period of three (3) years from the completion or termination of its Services under this Agreement. The Consultant shall maintain the original Project records in its office until all Claims have been settled as required by applicable law.
- (b) The Consultant shall allow the Owner or other persons authorized by the Owner access to the records relating to the Services for such period of time that the Consultant is required to maintain the records set out in Article 3.3(a). The Consultant shall be provided with forty-eight (48) hours' prior notice for such access. The Consultant shall promptly provide, at the sole cost of the Owner, a certified copy of any part of the records required by the Owner when requested by the Owner.

## **ARTICLE 4 : REPRESENTATIONS AND WARRANTIES**

### 4.1 The Consultant represents and warrants to the Owner that:

- (a) it has the full power and authority to enter into and perform each and every covenant and agreement contained in this Agreement;

- (b) this Agreement has been duly authorized, executed and delivered by the Consultant and constitutes a valid, binding and legally enforceable agreement of the Consultant in accordance with its terms; and
- (c) the execution, delivery, and performance of the covenants and agreements contained in this Agreement are not, in any manner or to any extent, limited or restricted by, nor do they conflict with, any applicable laws, commercial arrangements, obligations or agreements or other instruments that the Consultant is either bound or subject to.

## **ARTICLE 5 : TERMINATION AND SUSPENSION BY THE OWNER**

### 5.1 Termination

- (a) The Owner, in its sole discretion, may terminate this Agreement at any time, without cause, by providing at least ten (10) days' prior written notice to the Consultant. The Consultant shall be entitled to any Fees outstanding on the date of such termination of this Agreement.
- (b) The Owner may terminate this Agreement without notice or compensation if:
  - (i) there is a material breach of this Agreement by the Consultant, including without limitation, a demonstrated failure on the part of the Consultant to perform the Services in a competent manner and the Consultant fails to substantially remedy the breach within a reasonable period of time after receiving written notice of such failure from the Owner;
  - (ii) the Consultant ceases or threatens to cease to carry on business, or the Owner has reasonable grounds for believing that such an event will occur;
  - (iii) the Consultant misrepresented material information to the Owner at any time during the Term of the Agreement;
  - (iv) the Consultant made an assignment of this Agreement without the required consent; or
  - (v) the Consultant becomes insolvent, admits in writing its inability to pay its debts as they mature, files an involuntary petition in bankruptcy or makes an assignment for the benefit of creditors.

- (c) If any Fees for Services provided remain outstanding on the date of termination of this Agreement, the Consultant will claim those amounts directly from the Owner.
- (d) On the service of a notice of termination, the Consultant shall turn over to the Owner, on a timely basis, all of the Consultant's records, files, documents, materials, drawings, and any other items relating to the Project, whether located on the Project, at the Consultant's office or elsewhere, and shall vacate the Project in accordance with the Owner's reasonable instructions. The Consultant shall co-operate with the Owner and provide legal assignment to the Owner of any of the Consultant's rights in any agreement relating to the Project as the Owner may require, and the Consultant shall not do anything to impede the Owner's ability to proceed with the Services. The Owner may retain such records, files, documents, materials, drawings and any other items for such time as it may need them and may reproduce any and all such items for its own use.

## 5.2 Suspension

- (a) The Owner reserves the right to suspend all or any part of the Services, without cause, upon such conditions as the Owner may require, and shall give at least ten (10) days' written notice to the Consultant. Any claim for additional compensation on account of an Owner-ordered suspension of Services, not related to any wrongful action or omission of the Consultant or anyone employed or engaged by it, directly or indirectly (including any consultant party), shall be limited to the reasonable costs incurred by the Consultant and submitted to and approved by the Owner.
- (b) If the Project is suspended in whole or in part for a continuous period of one hundred and eighty (180) days or more, the Owner may, by giving the Consultant written notice, terminate this Agreement.

## **ARTICLE 6 : INSURANCE**

6.1 For the Term and an additional period of five (5) years, the Consultant shall, at its own expense, obtain and maintain, in good standing, or cause to be obtained and maintained by its subconsultants, the following insurances:

- (a) general liability insurance in the amount of \$5,000,000 for any one occurrence which shall:
  - (i) include a broad form of property damage endorsement and coverage for personal injury, contractual liability, products and completed operations, and non-owned automobile;



- (ii) be endorsed to name the Owner (and any other party that the Owner may reasonably require) as an additional insured with respect to liability arising out of the operations and Services of the Consultant, its employees, agents, subconsultants and representatives;
  - (iii) constitute primary coverage and not coverage in excess of, or contributory with, any insurance otherwise available to the Client; and
  - (iv) provide the Owner with thirty (30) days' notice of cancellation;
- (b) professional liability insurance with a limit of no less than \$2,000,000 per claim, subject to an annual aggregate of \$2,000,000; and
  - (c) automobile insurance per statutory requirements in Ontario – with a third party liability limit of not less than \$2,000,000 per occurrence.

6.2 Upon execution of this Agreement, the Consultant shall furnish and provide certificates of insurance to the Owner evidencing the policies in Article 6.1 and any changes to these policies throughout the Term. The Consultant shall be solely liable for any damages sustained by the Owner for failing to comply with Article 6.1. The Owner shall have the right, without obligation to do so, to obtain and maintain such insurance. The Consultant shall pay the cost thereof to the Owner on demand or the Owner may deduct the cost from the amount which is due or may become due to the Consultant. In the event of an insurance claim for which the Consultant is responsible, and the Owner has obtained insurance coverage or supplemental insurance coverage on behalf of the Consultant, the Consultant shall be solely responsible for any deductible and retention amounts or any other fees or costs paid by the Owner in settlement of the insurance claim.

## **ARTICLE 7 : INDEMNIFICATION**

- 7.1 The Consultant hereby indemnifies and saves harmless the Owner and its affiliates and its officers, directors, employees and members from and against any and all liabilities, claims, damages, costs, expenses or losses (including without limitation, taxes, any governmental charges, penalties, interest and reasonable legal fees and disbursements) (“**Claims**”) imposed upon or incurred by the Owner, except to the extent that such Claims are the direct result of the Owner's negligent acts or omissions, in connection with:
- (a) the Consultant’s, Subconsultants, and those for whom they are responsible for at law, performance or non-performance of the Services; or

- (b) the Consultant's breach of any of its covenants, representations or warranties contained in this Agreement or its negligent acts or omissions or those of its employees, directors, officers, consultants, subconsultants or agents; or
- (c) the infringement of any third party patent, copyright, trade mark, trade secret or trade name in connection with the Consultant's performance of the Services hereunder; or
- (d) any damage caused to the property or premises of the Owner in the performance of the Services, and the Consultant, at its sole expense, shall defend such Claim, provided that the Owner may participate in the defense without relieving the Consultant of its obligations under this Agreement.

7.2 The Owner hereby indemnifies and saves harmless the Consultant and its affiliates and its officers, directors, employees and members from and against any and all Claims imposed upon or incurred by the Consultant, except to the extent that such Claims are the direct result of the Consultant's negligent acts or omissions, in connection with the Owner's breach of any of its covenants, representations or warranties contained in this Agreement or its negligent acts or omissions or those of its employees, directors, officers, consultants, subconsultants or agents.

7.3 IN NO EVENT, WHETHER BASED IN CONTRACT OR TORT, WILL ANY PARTY BE LIABLE FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR PUNITIVE DAMAGES OF ANY KIND, OR FOR LOSS OF REVENUE, LOSS OF BUSINESS OR OTHER FINANCIAL LOSS ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT.

#### **ARTICLE 8 : HOUSING SERVICES CORPORATION**

8.1 HSC is not a party to this Agreement and has no liabilities or obligations under this Agreement to either party arising either from this Agreement or the RFP.

#### **ARTICLE 9 : CONFIDENTIALITY**

9.1 Subject to the Owner's obligations under applicable privacy legislation, the Consultant, both during and following the Term of this Agreement, shall treat as confidential and secure all material and information that is the property of the Owner or in any way relates to the Project and is in the possession or under the control of the Consultant pursuant to this Agreement. The Consultant shall not, directly or indirectly, disclose or use any such material or information without first obtaining the written consent of the Owner for such disclosure or use. Without limiting the generality of the foregoing:

- (a) the Consultant shall not use information acquired through the performance of this Agreement to gain advantage in any other project or undertaking irrespective of the topic, scale, or scope of such projects or undertakings;
- (b) the Consultant shall not disclose or use any confidential information that the Owner cannot or may not wish to disclose or use under the applicable privacy legislation; and
- (c) the confidential information referred to in this Article shall not include:
  - (i) public information or information in the public domain at the time of receipt by the purchaser or its consultants, agents, advisors and solicitors;
  - (ii) information required to be disclosed by law; or
  - (iii) information received in good faith from a third party lawfully in possession of the information and not in breach of any confidentiality obligations.

#### **ARTICLE 10 : RELATIONSHIP OF THE PARTIES**

10.1 The Consultant is an independent Consultant with respect to all the Services. The Consultant shall not enter, or purport to enter, into any contract or subcontract on behalf of the Owner without the Owner's express written consent. The parties specifically and expressly disclaim any intention to create a partnership, employment relationship or to constitute any party as the agent of the other. Nothing in this Agreement shall result in a party being a partner of the other party nor impose any partnership obligation on any party.

#### **ARTICLE 11 : RETURN OF MATERIALS**

11.1 On termination of the Services for any reason, each of the parties agrees to promptly deliver to the other party all property of the other in its possession, including all confidential information.

#### **ARTICLE 12 : CONFLICT OF INTEREST**

12.1 The Consultant will carry out the Services without an actual, potential or perceived conflict of interest.

12.2 For the purposes of this Article, a conflict of interest includes any circumstances where:

- (a) the Consultant; or
- (b) any person who has the capacity to influence the Consultant's decisions,

has outside commitments, relationships or financial interests that could, or could be seen to, interfere with the Consultant's objective, unbiased and impartial judgment relating to the Services.

12.3 The Consultant will:

- (a) disclose to the Owner, without delay, any situation that a reasonable person would interpret as an actual, potential or perceived conflict of interest; and
- (b) comply with any terms and conditions that the Owner may prescribe as a result of the disclosure

12.4 A breach of this paragraph by the Consultant shall entitle the Owner to terminate the Agreement, in addition to any other remedies that the Owner has in the Agreement, in law or in equity.

#### **ARTICLE 13 : PROVISIONS SURVIVING TERMINATION**

13.1 Each and all of the provisions of Articles 1.7, 3.3, 3.5, ARTICLE 6, ARTICLE 7, and ARTICLE 9 shall survive the termination or expiration of this Agreement.

#### **ARTICLE 14 : GENERAL**

14.1 This Agreement shall be governed by and construed in accordance with the applicable laws of the Province of Ontario and the laws of Canada applicable in that province.

14.2 The Consultant may not assign, pledge or encumber its interest in this Agreement nor assign any of its rights or obligations under this Agreement without the prior written consent of the Owner.

14.3 This Agreement shall be binding on and ensure to the benefit of the successors and assigns of the parties hereto.

14.4 Time shall be of the essence of this Agreement. No extension or variation of this Agreement shall operate as a waiver of this provision.

14.5 This Agreement is the complete agreement between the parties and replaces any and all prior oral or written communications between the parties. There are no other

conditions, understandings, agreements, representations or warranties, expressed or implied, which are not specified in this Agreement.

- 14.6 All Fees paid to the Consultant by the Owner shall be subject to payment of the Harmonized Sales Tax.
- 14.7 This Agreement may be executed in one or more counterparts. Each counterpart will be an original and each of which may be delivered by facsimile, e-mail or other functionally equivalent electronic means of transmission. Any single counterpart or a set of counterparts executed, in either case, by all parties shall constitute a full, original, and binding Agreement for all purposes.

*(Signing page follows.)*

**IN WITNESS WHEREOF** the parties hereto have executed this Agreement as of the date first above written.

**OWNER  
ALEXANDRA PARK CO-OPERATIVE**

Per: \_\_\_\_\_

Name:

Title:

I have authority to bind the corporation.

**CONSULTANT  
[INSERT NAME AND ADDRESS OF SELECTED  
PROPONENT]**

Per: \_\_\_\_\_

Name:

Title:

I have authority to bind the corporation.

## **APPENDIX 1 SCOPE OF SERVICES**

### **DESIGNATED SUBSTANCE SURVEYS**

#### **Site Location:**

19 and 39 Carr Street, Toronto, ON M5T 2V7  
25 and 37 Eden Place, Toronto, ON, M5T 2V6

#### **Building Locations, Age and Units:**

Alexandra Park Co-operative is located in downtown Toronto just north of Queen Street West and east of Bathurst Street with 104 units comprised of four three-story walk-up apartment buildings which have one and two bedroom units and townhouses which have three and four bedroom units.

#### **Purpose of Undertaking:**

To complete designated substance surveys in the multi-story apartment buildings located at: Alexandra Park Co-operative – 19 and 39 Carr Street, Toronto, ON M5T 2V7; and 25 and 37 Eden Place, Toronto, ON, M5T 2V6 in compliance with the Province of Ontario legislation:

**Occupational Health and Safety Act made under Section 30 of the *Ontario Occupational Health and Safety Act O.Reg. 490/09***

#### **Description of Undertaking and Scope of Work:**

The purpose of the reports is to minimize possible health and environmental impact should staff, residence or contractors come into contact with these materials.

The surveys will include:

- A visual inspection (walk-through) of the site including all of the exteriors and the interiors of apartment buildings.
- The exteriors will include all exterior surfaces and the interiors will include a representative sampling of 15% of the apartment buildings.
- The surveys will identify the readily-accessible areas for the presence of designated substances used in apartment buildings and construction materials and equipment.

- The Consultant will provide Designated Substance Surveys (Assessment Reports) for apartment buildings located at :
  - 19 and 39 Carr Street, Toronto, ON M5T 2V7
  - 25 and 37 Eden Place, Toronto, ON M5T 2V6
- The surveys will outline materials of concern at each site, lab analysis and results of materials tested, the overall location and concentration of the materials (types, locations) found in the apartment buildings and remediation measures and conclusions/recommendations made according to these observations and testing.
- The surveys will assess and catalogue the type, characteristics and condition of the apartment buildings materials and collecting of sample materials for laboratory analysis.
- The Owner is planning on doing exterior repair and installing new siding on building facade in 2019.
- The final Designated Substances Survey report for Alexandra Park Co-operative for 19 and 39 Carr Street, Toronto, ON M5T 2V7 and 25 and 37 Eden Place, Toronto, ON, M5T 2V6 will properly identify the hazardous materials in the apartment buildings and provide details regarding safe work procedures when in contact with these materials as well as safe and proper waste handling guidelines to minimize possible health and environmental impact.
- Two (2) hard copies of the final report will be provided to the Owner in addition to an electronic copy.
- Designated substance survey needs to be completed by **Friday, May 31, 2019.**



**APPENDIX 2  
FEE FOR SERVICES**

[Successful Proponent's pricing to be inserted here.]

**APPENDIX 3  
LIST OF APPROVED SUBCONSULTANTS**

**"NIL"**

**or**

**LIST SUBCONSULTANTS IDENTIFIED IN RFP RESPONSE.**

**APPENDIX 4  
KEY PERSONNEL**

**"NIL"**

**or**

**LIST KEY PERSONNEL.**