



**Request for Proposal**

**For**

**Engineering Services of Bridges and Culvert  
Replacements**

**RFP #: PW2021-07**

**Proposal Closing**

**Issued: September 30, 2021**

**Submission Deadline: October 21, 2021 at 1:00 PM local time**

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The following definitions apply to the interpretation of the Contract Documents;

1. **“Addenda or Addendum”** means any additions, deletions, modifications or other changes to the Contract Document and all corresponding Schedules and Appendices.
2. **“Bid Security and Contract Security”** refers to the certified cheque, bank draft, money order, or bonding documents submitted with a Proposal or at the time of award notification; which serves to guarantee to the Owner that the Proponent, if awarded the Contract, will execute such contract in accordance with the terms and conditions outlined in the Contract Documents.
3. **“Business Day”** means any day from Monday through Friday between the hours of 8:30 am and 4:30 pm, excluding statutory holidays observed by the Corporation of the Township of North Dundas.
4. **“Calendar Day”** means Monday through Sunday inclusive, but excluding any recognized statutory holiday.
5. **“Closing Time”** means the time specified in Instructions to Proponents, Section 6, by which all Proposals shall be received and stamped by the Owner.
6. **“Conflict of Interest”** has the meaning that if there is an actual or potential Conflict of Interest in preparing its Proposal, and/or the Proponent(s) foresees an actual or potential Conflict of Interest in performing the works required under the Contract.
7. **“Contract”** means the agreement in writing governing the defined Work, which has been executed by the Owner and the Successful Proponent following acceptance by the Owner of the Successful Proponent’s submission and subsequent signed agreement.
8. **“Contract Documents”** means a form of agreement, together with the Standard Conditions, Specifications, Schedules and Appendices, if any, which constitute the entire understanding between the Township and a Proponent submitting a Proposal regarding the Work.
9. **“Contract Drawings”** means the plans and drawings provided by the Township describing the Work.
10. **“Council”** means the elected Council for the Township of North Dundas.
11. **“Dollar Cost Methodology”** means the methodology used to determine the successful Proponent where two or more Proposals are within 1 point of the highest overall score, with the successful Proponent submitting the Proposal with the lowest dollar cost per technical point, provided that the technical score of the Proposal meets the minimum scoring requirements.

12. **“Dollar per technical point”** means the product of  
“X” / “Y” where;  
“X” means the total cost of the Proposal, and  
“Y” means the technical score of the Proposal.
13. **“Form of Proposal”** is the standard forms provided in the Contract Document. Proponents must complete and submit the forms contained within this section in order to provide the necessary information for the evaluation of the submission for the purpose of entering into a Contract with the Owner in the event of award.
14. **“Mandatory Requirements”** means those requirements described in Instructions to Proponents, which shall be fully satisfied in order for any Proposal to be considered by the Owner as compliant.
15. **“May”** used in this document, denotes permissive.
16. **“Proposal”** or **“Submission”** refers to the information submitted by a Proponent in response to this Request for Proposal.
17. **“Owner”** or **“Township”** refers to the Corporation of the Township of North Dundas, as the case may be, and as identified in the Request for Proposal, and Contract Documents for the purpose of the award, execution and performance of the Contract.
18. **“Procurement Services”** means the Manager of Procurement or his/her designate working within the Finance Department, who is responsible for the Township’s centralized purchasing function.
19. **“Proponent”** means the legal entity submitting a Proposal.
20. **“Request for Proposal”** (RFP) means the document issued by the Township and used to solicit Proposals from Proponents to provide goods, services or construction to the Township.
21. **“Shall”** and **“Will”** used in this document denotes imperative.
22. **“Sub-Contractor”** or **“Sub-Consultant”** means a legal entity approved by the Owner undertaking the execution of a part of the Work pursuant to an agreement with the Proponent, and includes both “brokers” and “subcontractors”.
23. **“Successful Proponent”** means the Successful Proponent(s) whose Proposal has been accepted by the Township and to whom the Contract is awarded.
24. **“Supply”** means to provide the necessary tools, material, equipment, and product to satisfy the Request for Proposal requirements.
25. **“Work”** means Work/service performed to meet a demand to comply with the conditions of the Contract, delivery dates, specifications and technical assistance.

**1. Project Requirements**

The Township of North Dundas invites proposals from qualified firms for detailed engineering design, tender document preparation, contract administration and overall project management for the following bridge and culvert projects:

a) Cayer Road Bridge

Replacement of concrete rigid frame at Cayer Road crossing Annable Cree at 0.5km north of CR3. (L 5.7m w 6.4m) including permitting and associated documentation.

b) Nation Valley Road Bridge

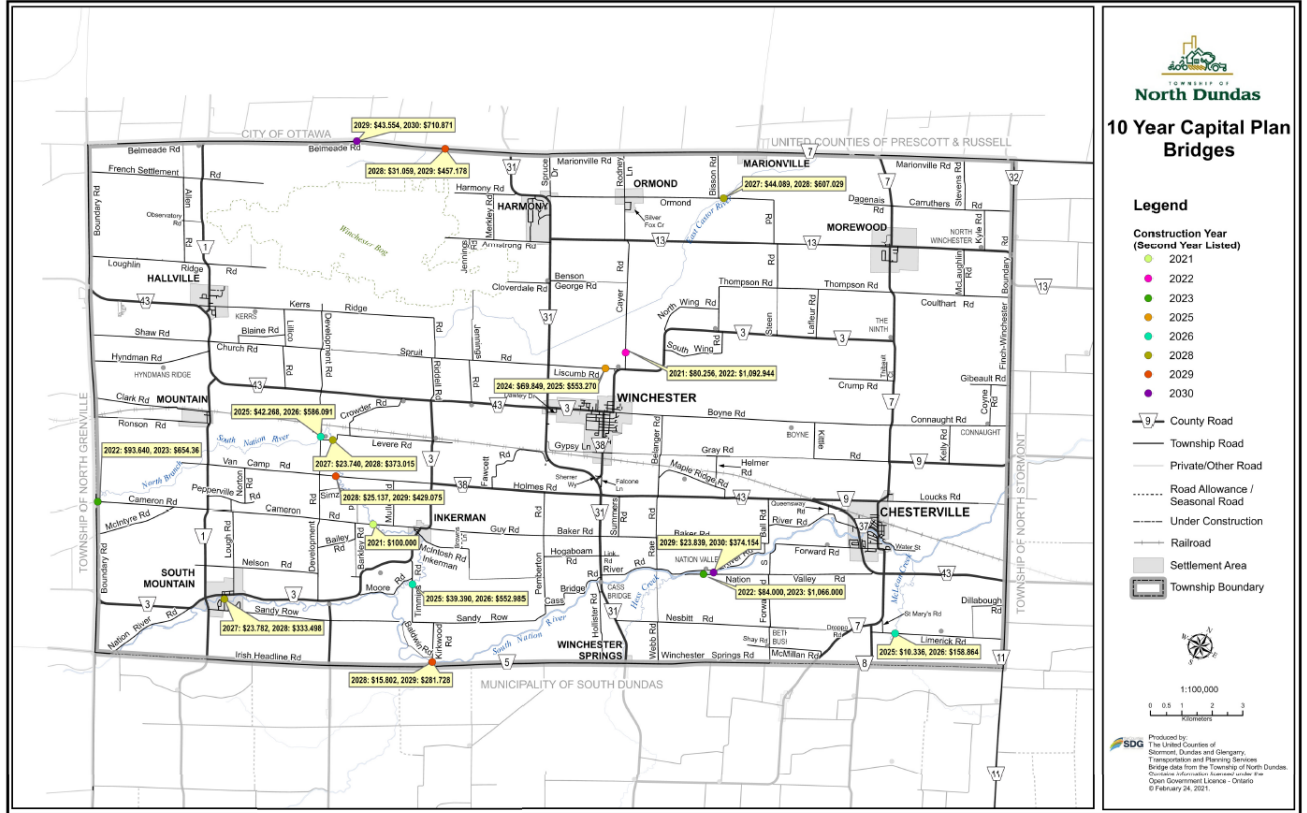
Replacement of Nation Valley Road bridge at Barkley Creek, 0.5m west of CR43. Existing structure is T Beam bridge.

c) Marionville Culvert

City of Ottawa has identified the need for replacement of Marionville culvert on McLean Skuce MD. Existing culvert is 0.6m CSP that is 12m long with 1.5m fill depth. Replacement will be 0.6m dia. aluminized CSP with 2.8 mm wall thickness.

Please refer to the attached bridge 10-year capital plan for additional details.

It is the preference of the Township of North Dundas to award the project to the highest ranked proponent.



## 2. Introduction

### 2.1 Background

The Township of North Dundas' population connected to municipal water and sewer is anticipated to increase from 4,355 (2019) to 8,399 (20+ years). The 2020 OSIM Bridge and Inspection report has identified the need for infrastructure improvements over the next 10-years.

Cayer Road Bridge and Nation Valley Road Bridge are identified as high priority for replacement. It is intended to initiate the design in 2021 and construction in 2022.

Replacement of Marionville Rd Culvert is identified for replacement by the City of Ottawa and will require some coordination with the City of Ottawa.

### 2.2 Objectives

The main objective of the project is to prepare detailed design drawings, sediment and erosion control plans, construction specifications, cost/time estimate and secure all necessary approvals and final tendering documentations for the project and all Contract Administration work. The design works are to be carried out in accordance with the latest revision of the Canadian Highway Bridge Design Code, TAC, Geometric Design Guidelines for Canada Road Manual, current versions of the OPSS/OPSD and Township Standards. To achieve these objectives, the Township intends to retain a consulting engineering firm to complete the following overall objectives, including but not limited to:

- i. Protection of the environment through the wise management of resources (as defined in the Environmental Assessment Act). This goal will be met through limiting the improvements within existing disturbed areas.
- ii. Minimal disruption during design process to adjacent property owners, surrounding residents, and the environment.
- iii. Participation of a broad range of stakeholders in the design process to allow for sharing of ideas, education, testing of creative solutions, and developing alternatives.
- iv. Documentation of the data collection and design process in compliance with professional engineering practice.
- v. Prepare structural detailed designs, using sound engineering principles and the approved design criteria.
- vi. Provide satisfactory consideration of all reasonable alternative designs evaluated, giving priority to structural strength and public safety.



- vii. The successful completion of all background technical studies such as any topographic survey and geotechnical investigation required for designing the infrastructure.
- viii. Consideration of all potential impacts on the “environment” and systematic evaluation of alternatives to arrive at the best engineering design to resolve the issues.
- ix. Innovative approaches to design and construction to minimize the impact to the environment and affected property.

The Proponent’s team is expected to include all services required to complete the above work including but not limited to:

- a) Coordination of detailed design with the existing adjacent road gradings, driveways, and other servicing plans to ensure compatibility;
- b) Coordination of underground services design within the project limits with the utilities’ providers and other stakeholders;
- c) Develop construction staging and Traffic Management plans, along Main Street;
- d) Design and secure approvals for municipal drain crossings/realignment;
- e) Complete hydraulic analysis and modelling;
- f) Secure all the required permits and approvals and ensure obtaining them from different conservation and regulatory government agencies; and

Proponents should identify any additional services which will be required to complete the assignment.

### 2.3 Background Documents

A number of reference material, as listed below, are available relating to the proposed road project study area and can be found on the Townships website:

[www.northdundas.com](http://www.northdundas.com) for review:

DOCUMENT	AGENT or CONSULTANT	DATE
OSIM Summary Report	TSI	2020

10-year capital plans for bridges and culverts	Township	2020
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### 3. Scope Of Work

#### 3.1 Intent of Scope of Work

It is the intent of the Scope of Work to describe specific details of the engineering services required. It is the responsibility of the successful proponent to supply any service not described in the scope of work, but which may be reasonably implied to be required to discharge the scope of work covered in this Request for Proposal.

#### 3.2 Scope Details/Project Tasks

The following is intended to give a general overview of the scope of the work but is not intended to be an exhaustive listing of the work activities. The Proponent is required to provide all of the personnel, mapping and resources necessary to complete this assignment.

##### i. Preliminary Engineering Design

The Preliminary Design services shall include but not be limited to the following:

- a) Vertical Control Survey: The Consultant shall use only approved Vertical Control Network monuments for establishing project temporary bench mark elevations throughout the project;
- b) Horizontal Control Survey: The Consultant shall use only approved Horizontal Control Network monuments;
- c) Collect and review all background data relating to this project including the review and confirmation of the details from background information with the recommended cross-sections and alignment;
- d) Conduct topographic engineering survey
- e) Prepare design brief and preliminary plans/layouts.
- f) Conduct hydraulic analysis and preliminary designs;
- g) Contact and discuss preliminary design with all appropriate authorities including (North Dundas, South Nation Conservation Authority, MOE, utility companies, etc.) and incorporate any comments;
- h) Conduct geotechnical and hydrogeological investigations to determine existing subsurface conditions and provide recommendations for the designs of foundations of reservoir, treatment plant expansion, sanitary, watermain, storm, other proposed services, impacts to existing services and proposed mitigation measures;

- i) Secure PTTW from MOE. The permit will likely be required for underground works;
  - j) Preliminary Design plans (H 1:500 V 1:50) and quantity estimates shall be submitted to the Township for consideration and approval before proceeding with the Detailed Design of the project;
  - k) Conduct environmental reviews and prepare inventories as required to prepare environmental impact mitigation plans as required;
  - l) Conduct tree inventory and develop tree mitigation, replacement and assessment plans;
  - m) Prepare preliminary quantity and cost estimate including cost sharing summary for each of the project tasks;
  - n) Prepare design criteria for the recommended Works for Township review and approval;
- ii. Detailed Engineering Design
- **General Requirements**

The Consultant will be required to complete the preliminary and detailed design including, plan and profile drawings, geotechnical investigations including pavement structure design, stormwater management, sediment and erosion control plans to mitigate impacts, preparation of composite utility relocation plans, construction staging and detour plans.
  - **Township Review**

Township review and approval will be required at the following milestones; 30%, 60%, 90% and 100% completion, for Design Criteria, Design Drawings (H 1:500 and V 1:50) and Specifications. For Township acceptance prior to tendering, the Consultant must submit the final submission at least six (6) weeks prior to tendering. A presentation to Township staff may be required and final acceptance from the Project Manager must be obtained.
  - **Structural Design**

The Consultant shall design and prepare contract plans, and documentation for the structure construction/ replacement/ rehabilitation required for the proposed improvement. The design shall include all required complete foundation investigations, structural and general arrangement drawings.
  - **Geotechnical and Hydrogeological Investigation**

Undertake a detailed geotechnical investigation and provide report. The Geotechnical Report must include enough details to complete the Detailed Design and provide information to contractors for bidding.

Geotechnical investigations and recommendations shall also include, but is not limited to, full foundation investigations, slope stability analysis for lagoons, cut and fill operations, dewatering requirements, trenching, bedding and backfill for underground services and all environmental laboratory testing for disposal of surplus materials in conformance to the MOE Clean-up guidelines.

Proposal shall identify the number of boreholes, depths, spacing of boreholes, etc.

Conduct hydrogeological investigation and make recommendations for PTTW (Permit to Take Water) for MOE review and approval. Retain a certified hydrogeologist and conduct well monitoring and provide construction recommendations.

➤ **Utility Design and Relocations**

Investigate and confirm the present location of all above- and below-ground utilities. Utility relocation or expansion, where required shall be given high priority for this assignment.

The Township will issue separate Purchase Orders to utilities to complete the design, as required, at no cost to the Consultant.

The Consultant shall assess the impacts to the existing utilities due to the proposed road work and also design any modification to the road design if required.

Follow-up with all utilities as required, confirming existing and planned utilities information. Township has no information on existing utilities.

➤ **Storm Water Design, Including Hydraulic and Hydrology**

Prepare hydraulic and drainage memos, and drainage outlets design, design sheets, property impact and preparation of drawings and specification for drainage system facilities, and all required drainage works.

➤ **Agency Approval**

Obtain all necessary approvals, including the Township, Counties, MOE, utilities, agencies and/or South Nations, etc., and attend meetings at the offices of these approving authorities as required and as approved by the Township. This shall include, if necessary, any permit required by the South Nations, DFO, Ministry of Natural Resource under the Endangered Species Act and MOE for PTTW.

**In addition to above, list of other drawings/plans required, as minimum:**

Develop Sediment and Erosion Control Plans  
Construction staging/Detour drawings  
Removal Drawings  
Cross-sections and Typical Sections

➤ **Meetings**

The consultant is expected to participate in a reasonable number of public meetings and meetings for informative, negotiation purposes with the Township in connection with the detailed design services provided under this Agreement.

The consultant shall allow for, as a minimum, the following meetings during the course of the project:

- a) Four meetings with Township staff;
- b) One additional meeting with agencies, utilities, etc.;
- c) One Council meeting prior to start of the construction

The consultant is required to prepare and distribute agendas five (5) working days prior to the meeting, provide written minutes of these meetings to all parties within seven (7) working days, and shall address all issues on the basis of actions, information, and resolutions.

iii. Tendering

The Successful Proponent will prepare four separate tender documents (for each roadway) incorporating contract drawings and all specifications prepared during detailed engineering design.

- ◆ Cayer Road Bridge
- ◆ Nation Valley Road Bridge
- ◆ Marionville Culvert

Tender documents will be based upon the Township of North Dundas Standard Tender Document Template.

The Successful Proponent will prepare a pre-tender estimate prior to tendering.

The consultant will prepare tender documents incorporating contract drawings and all specifications prepared during detailed engineering

design. Tender documents will be based upon the Township of North Dundas Standard Tender Document.

A draft copy is to be submitted to the Township for their approval before issuing a final copy. The drawings accompanying this final copy are to be 100% complete and issued for construction. An estimated cost of construction is to be submitted to the Township at the 30% and 60% milestones and an engineer's estimate at the 100% milestone for budgeting purposes. The Consultant shall also submit Issued for Construction digital files in AutoCAD format as per the Township's requirements. The Consultant shall also submit drawing revisions during tendering process.

Tender document costs, tender deposit form, and bonding requirements are to be established prior to tender call. The tender deposit may be in the form of a bid bond, bank draft, or a certified cheque.

All contract enquiries during the tendering period will be handled by the Successful Proponent, through the Township. Addenda prepared by the Successful Proponent must be reviewed and signed by the Township's project manager prior to issue and will be issued by the Township's Procurement Services. Upon tender closing, all tenders submitted will be reviewed and checked by the Successful Proponent and a recommendation as to the Successful Bidder made.

### **Legal Survey**

Counties will provide GIS mapping of property fabric and other available features. If a legal survey is required, either for the purpose of confirming the right-of-way, or for easement acquisition, these requirements will be completed by the Consultant at the earliest opportunity.

### ***Construction Cost Estimate:***

*The consultant shall be responsible for completion and/or updating of the detailed construction cost estimates at every major milestone such as at 30%, 60%, 90% and 100%.*

#### iv. Construction Administration and Inspection

The Successful Proponent, on behalf of The Township of North Dundas, shall ensure that the work conforms to the contract documents, drawings, and specifications. The Successful Proponent shall carry out the duties of "the payment certifier" pursuant to the provisions of The Construction Lien Act.

The Successful Proponent will:

- Carry out a pre-start health and safety review before construction begins. Should a PSR not be required, the Successful Proponent shall provide written justification for that decision.
- Provide sufficient office administration and full-time inspection to ensure that the project is constructed in compliance with the drawings and specifications.
- Provide “Issued for Construction” drawings (full size), to the contractor at the pre-construction meeting.
- Review shop drawings submitted for general compliance with the design, and prepare a “Shop Drawing Register” for tracking shop drawings. Shop drawings must be reviewed and returned to the contractor within 2 weeks of receipt.
- Review and advise on alternative methods, equipment, and materials proposed by the Contractor.
- Carry out the duties of Contract Administrator on behalf of The Township of North Dundas, and provide full-time resident inspection on this project. The Successful Proponent shall allow nine (9) hours per working day for inspection. For the purposes of this Proposal the Successful Proponent shall allow for:

The Township of North Dundas is scheduling construction of these projects in 2022/2023. The Successful Proponent shall carry appropriate rates in the Proposal costs to cover the anticipated construction period. The Township reserves the right to pro-rate the construction administration cost based on the actual construction duration. This may result in a credit to the overall budget or a required scope change.

The resident full-time inspector must meet or exceed the following experience requirements:

- Minimum 8 years of inspection experience of structural bridge construction projects.
- Minimum 5 years of inspection experience on water / wastewater infrastructure projects.
- Prepare “Contemplated Change Orders” during construction, obtain and review quotations from contractors, and provide recommendations to The Township of North Dundas. All change orders must be recorded and tracked in a “Change Order Register” or other suitable format. The register will be updated and submitted to the Township bi-weekly.

- Schedule and attend bi-weekly site meetings with the contractor and The Township of North Dundas staff. Minutes of the meetings will be prepared and distributed, by the Successful Proponent, to all parties within seven (7) calendar days.
- Schedule regular quality control testing of the Work. Results of all tests are to be provided to The Township of North Dundas. The Successful Proponent will retain geotechnical services directly. Therefore, the cost of the materials testing work is to be included in the Proposal.
- Prepare Weekly Statement of Working Days, Payment Certificates and Change Orders all in accordance with the Township's standards.
- Ensure that the Contractor prepares and submits a comprehensive Testing and Commissioning Plan to ensure that the pre-commissioning, performance testing and commissioning phases are carried out by the Contractor. The Successful Proponent shall review the submission and provide a recommendation to the Township for approval.
- Prepare and submit "Record Drawings" (As-builts). Record drawings are to be stamped by a Professional Engineer, as outlined by Professional Engineers Ontario (PEO), and submitted to the Township's project manager within 90 days of construction completion.
- Provide a complete photo record of all construction activities to the Township.
- The fee from the Successful Proponent for Contract Administration should include all required site inspection and materials sampling/testing services including but not limited to geotechnical work, hydrogeological, and civil/structural.

#### 4. Contents of Proposals

##### Proposal Format

The proposal should include a list and discussion of key components of the assignment and a brief outline of the proposed work program. **Proposals should be limited to a maximum of 15 pages (8.5X11 single sided) excluding appendices and acknowledgement of Addenda, and should be single sided using Arial font size 12-point (with the exception of footnotes and endnotes).** In addition, curricula vitae (maximum 3 pages each) and promotional literature, company stock brochures, photographs etc. may be included in an appendix as well as commitment letters, list of



current projects and clients within the Township of North Dundas, and disclosure of any potential conflict of interest. The successful consultant must enter into the Township Consulting Agreement.

Note that each proposal will be evaluated solely on its content. References to the Consultant's web page and/or any external communication material will not be considered or evaluated as part of the Proposal Submission.

In order to facilitate the review and evaluation of proposals by the Township, all submissions should be structured according to the headings outlined below:

- Transmittal Letter
- Acknowledged Addenda

#### Appendices

- References including name/phone number for three (3) recent assignments (no more than 3 years old) completed by the proposed overall project manager or lead.
- Commitment Letters - appended, letters of commitment from member firms on their own letterhead and signed by an officer of the company reaffirming their commitment to this assignment (including sub consultants);
- List of Current Projects and Clients (municipal and private) within the Township and Disclosure of Potential Conflict of Interest by any members of the consultant project team;
- Resumes of all team members including sub consultants

#### **Evaluation of Proposal:**

##### **Project Understanding and Key Issues**

- Introduction;
- Project Understanding and Approach – Description of project, key features, constraints;
- Approach to geometric design consideration, utility and permits
- Indicate any major difficulties anticipated in implementing the project requirements.

##### **Consultant's Team**

The prime consultant must be a firm of professional engineers, which will be responsible for the preliminary and detailed design, obtaining approval from various authorities and organizations, and preparation of tender specifications for construction works.

Provide a brief synopsis of your firm's background and areas of expertise. Include the address and telephone number of your main office and any City/local offices from which the work is to be directed. Also, identify all sub-consultants that will be utilized

on the project, outline their relevant qualifications and experience, and indicate the scope of work allotted to each sub-consultant.

Provide a reporting structure chart identifying the Project Manager and Key Technical Personnel to be assigned to the project and show the reporting relationships among these individuals. Where project personnel are drawn from more than one office, indicate how you will ensure timely and accurate communication among team members.

Provide brief curricula vitae for the Principal(s), Project Manager, and project team members who will be responsible for this assignment, describing education, professional qualifications, and experience specifically related to this type of project. For each key individual assigned to this project, indicate the allocation of time to the project within the scheduled period for completion (i.e., percent dedication). Outline the involvement of each individual in the various phases of the project. Note that once a Consultant has been appointed, changes in project personnel will require the prior approval of the Township's Project Manager.

### **Project Work Plan**

- Description of the tasks in the proposed work plan to complete the assignment,
- Methodology of completing each task for the assignment,
- Describe your approach to the work required. Provide sufficient detail to demonstrate your understanding of the scope and objectives of the project.
- List of deliverables (including drawings, specifications, quantities and scopes of work to be included in the Township's construction tender document, schedules, monthly reports, etc.), and project management approach;
- Propose a Work Plan, which is comprehensive in addressing the RFP's minimum requirements and consider all items which are necessary for successful completion of this type of project.
- Identify any value-added services

### **Project Schedule**

- Submit a GANTT chart schedule showing the start and finish dates for the various tasks incorporated in the Work Plan (prepared in accordance with the Terms of Reference, Section 4, Scope of Work) and the dates of all proposed meetings. The schedule should be broken down into weekly increments. Also, indicate requirements for client-supplied information/decisions that are required to maintain the proposed schedule.
- Provide a hardcopy of a proposed schedule to complete the tasks in the proposed work plan as well as a person-hours matrix without fees, outlining the hours each team member has allocated to each of the tasks in the proposed work plan; see more details of required information in the next section.

- The selected consultant shall maintain the Project Schedule and submit updated copies to the Township on a monthly basis. Updates shall include current activities and identification of actual completion/delivery dates for the key activities.

**Note: The consultant's monthly invoice must be cross-referenced with the activities identified in the GANTT chart.**

The design work needs to be completed within **six (6)** months from the date of the award of the assignment. As part of the proposal, the consultant shall include a detailed schedule including the anticipated start and completion for each task and all meeting dates.

The Consultant must note that the Township has the right to cancel the project at any time and the consultant will be paid only up to that stage. If any delays occur during the project due to any reason, the consultant will not be compensated for the stand by time.

## 5. Schedule

The consultant shall note the following approximate dates of milestone:

Milestone Description	Milestone Date
Deadline for proposal submissions	<b>NO LATER THAN 1:00:00 O'CLOCK P.M. LOCAL TIME Thursday October 21, 2021.</b>
Report to Township Council for award of consulting assignment	November 9, 2021
Award contract to consultant (Purchase Order Issued)	November 10, 2021
Milestone Review – 30% completion	January, 2021
Milestone Review – 60% completion	March, 2022
Milestone Review – 90% completion	April, 2022
Milestone Review – 100% completion  Submission of final drawings (issue for construction), specifications, quantities, all required approvals, approved tender package as required by this contract	June, 2022

Construction Completion	August 2023
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The Township reserves the right to revise the dates in this Proposal, or to cancel this Proposal without penalty or cost to the Township.

The Township reserves the right to modify specified target dates and to reject any or all submissions or to cancel or withdraw the RFP for any reason without incurring any cost or liability for costs and damages incurred by any vendor, including, without limitations, any expenses incurred in the preparation of the submission.

A detailed schedule is to be included in the Proposal. The schedule is to be in GANTT chart format and shall show in a clear critical path diagram the proposed progress of all activity for the main items, including key milestones.

The Township intends to tender the projects for construction in June, 2022.

Proponents should identify and include any other key stages in the project.

## 6. Meetings

The Successful Proponent's representative(s), as requested by the Owner, shall attend all meetings required for the services.

The Successful Proponent's representative(s) attending meetings shall be thoroughly versed and knowledgeable with respect to the proposed topics of discussion and shall have the authority to make the necessary decisions and commitments with respect to matters agreed upon at the meetings.

The number and length of meetings should be assessed by the Successful Proponent based on the scope of work and terms provided in the scope of work.

## 7. Assistance by Township

The Township will provide the Successful Proponent with the following:

- All available plans, field notes, studies and construction information, and condition surveys or studies.
- Property negotiation services, as required.
- Support and liaison/communication with the MOE during the C of A/ECA application review.
- Arrange for application/registration fees for all permits and approvals.

## 8. Project Deliverables

The successful proponent shall provide the following minimum deliverables:

- a. Detailed Design Brief, Property Plans, Detailed Design and Technical Reports, Cost Estimates and Drawings (CAD, Word, PDF, and hard copies)
- b. Construction Tender Documents (Drawings and Specifications - CAD, Word, PDF, and hard copies)

The consultant should identify other key deliverables as identified in their RFP submission.

## **9. Ownership of Document**

Any data file, graphic, design, drawings, plan, profile, or any other documentation (digital and hard copy) or property supplied or prepared by the consultant or sub-consultant pursuant to this assignment will be exclusive property of the Township.

## **10. Engineering Fees**

The engineering fees are to be summarized on the Pricing Summary Form provided at the end of this RFP, including a schedule of unit rates for relevant staff. In addition, a detailed Cost Control Work Plan/Schedule is to be included. Both of the aforementioned tables are to be included in Envelope 2 – Pricing Submission.

Each submitting proponent shall include a statement within their proposal acknowledging that the aforementioned engineering fees, and the fees associated with Provisional Items (if any), will not be exceeded without the written authorization of the Township.

Detailed Cost Control Work Plan/Project Schedule to outline tasks, person hours and hourly rates. The Consultant shall also include a schedule of charge rates for all members of the team to be applicable for services not included in the scope of services, to be provided on a time basis. These hourly rates shall be effective for the duration of the project.

One (1) copy of fees and cost proposal (separate sealed envelope) – include the person-hours matrix with fees, outlining the hours and fees each team member has allocated to each of the tasks in the proposed work plan. The total estimated cost including disbursements presented for the work proposed shall be considered in the upset limit. The Consultant's fees shall include all progress reports; minutes of meetings; materials for display and distribution; draft and final versions of design drawings for 30%, 60%, 90%, 100%, etc., as well as other requirements identified within the Terms of Reference. Fees should include time for preparation and attendance at all noted meetings. If additional costs are to be incurred over the upset limit, written authority to proceed with these additional costs must be obtained prior to the additional charges being incurred.

Fees shall include; Cost Control Work Plan/Project Schedule to include all the Consultant's cost plus the cost of any sub-Consultants or Contractor (no mark up of sub-Consultants costs) which are deemed necessary including all expenses and disbursements.

## 1. Introduction

This Request for Proposals (the “RFP”) is an invitation by the Township of North Dundas (“the Township”) to prospective respondents to submit non-binding proposals for Request for Proposal **Engineering Services of Bridges and Culvert Replacement**, as further described in Project Terms of Reference.

## 2. Township Policies

It is the respondent’s responsibility to become familiar with the Township’ policies, which may be amended, restated, supplemented or replaced from time to time.

## 3. Delivery Of Proposals

Proposals are to be submitted to the Township of North Dundas at [tenders@northdundas.com](mailto:tenders@northdundas.com), Attention: KHURRAM TUNIO, before October 21, 2021, at 1:00 pm.

The time registered on the Township of North Dundas digital phone system will be considered the official time of day when determining the exact time of submission.

Proposals received after the Closing Time will not be accepted.

## 4. Electronic Submissions

Proposals must be submitted electronically through [tenders@northdundas.com](mailto:tenders@northdundas.com). The Township will not accept quotations submitted by any other method.

## 5. Proposal Schedule

Task	Date
Issue of Request for Proposal	September 30, 2021
Receipt of Proponents Questions	October 12, 2021
Response to Proponents Questions	October 13, 2021
RFP Closing Time	October 21, 2021

**Note:** Although every attempt will be made to meet all the dates, the Owner reserves the right to modify any or all dates at its sole discretion.

## 6. Competition Intended

It is the Township's intent that this Request for Proposal (RFP) permit competition. It shall be the Proponent's responsibility to advise in writing if any language, requirement, specification, etc., or any combination thereof, inadvertently restricts or limits the requirements stated in this RFP to a single source. Such notification must be received no later than seven (7) calendar days prior to the date set for acceptance of Proposals.

## 7. Enquiries

All enquiries concerning this Proposal, including specifications, process and results are to be directed in writing (e-mail) through:

[tenders@northdundas.com](mailto:tenders@northdundas.com)

Enquiries shall not be directed to any other Township employees.

If required, Proponents who wish to submit questions **must do so in writing**.

All inquiries shall be e-mailed directly to; [tenders@northdundas.com](mailto:tenders@northdundas.com).

No clarification requests will be accepted by telephone.

Questions or clarification will be answered individually in writing, but response(s) to any question that modified the scope of this document will be issued as an Addendum and posted on the Township website.

For the purposes of this procurement process, the Township's "Procurement Representative" will be:

### **KHURRAM TUNIO**

Proponents with questions related to the detailed specification or the nature of the work required may contact only, KHURRAM TUNIO, in writing only, by email to [tenders@northdundas.com](mailto:tenders@northdundas.com).

Any questions, requests for information, or comments on this RFT should be addressed no later than 1:00 pm October 12, 2021, to allow staff time to respond or to prepare and distribute an Addendum as necessary, and to allow time for Proponents to receive and process the new information.

Unless otherwise indicated, the RFT is available on the Township website at [www.northdundas.com](http://www.northdundas.com).

Municipal Council members and employees, other than the employees who are the official contact persons identified in the RFT, are prohibited from discussing any aspect of a Tender process with a prospective Proponent from the time the RFT is issued until such time as an award report has been prepared and submitted to the appropriate approval authority.



Proponents are cautioned, therefore, to deal exclusively with the Municipal Contact persons referenced in this Section.

## 8. Addendum/Addenda

Addendum/Addenda, if required, shall hereby form part and parcel of the Contract Documents. Failure to acknowledge Addendum/Addenda issued may result in a non-compliant submission. All Addendum/Addenda should be issued to the Proponents forty-eight (48) hours prior to the Closing Time. It is the responsibility of the Proponent to ensure they have received all Addendum/Addenda that have been issued.

**The Township of North Dundas will assume no responsibility for oral instructions or suggestions.**

Prior to submitting their Proposal, Proponents should check the Township's website ([www.northdundas.com](http://www.northdundas.com)) to verify they have received all Addenda.

## 9. Mandatory Proposal Requirements

Failure to adhere to the following Mandatory Proposal Requirements shall result in the Proposal being declared a non-compliant Proposal:

- i. Proposals shall be received through [tenders@northdundas.com](mailto:tenders@northdundas.com), as set out in RFP Submissions, by the Owner prior to the stated Closing Time;
- ii. Proposals shall be submitted complete and in the original Form of Proposal, as supplied, without any unauthorized alterations, additions, deletions, or qualifying statements made to or provided with the Form of Proposal;
- iii. The Form of Proposal shall be 'original' with an 'original' signature(s) that is signed in the spaces provided by a duly authorized official of the Proponent;
- iv. Bid and/or Contract Security, Surety Consent Form or Letter of Credit or Certified Cheque issued by or to be drawn against an Ontario based Surety Company and/or Canadian chartered bank shall be submitted with the Form of Proposal and shall reflect the correct amount (if applicable);
- v. The Proponent shall attend all mandatory site meetings, if applicable; and
- vi. The Proponent shall be previously qualified, under a related pre-qualification process, if applicable.

If the Proposal is a joint submission of two (2) or more Proponents, a single Proposal is to be coordinated and submitted by one (1) Proponent, who shall be identified as the "Lead Proponent" and shall take full responsibility for all associated Proponents.

Signatures on behalf of a non-incorporated body or by individuals shall be witnessed. In the case of an incorporated company, the corporate seal shall be affixed to the Form of Proposal, adjacent to the authorized signature.

## 10. Checking Of Proposals

Proposals opened are checked by Procurement Services to ensure that:

- i. The required Bid security is provided and properly executed, if applicable;
- ii. All Proposals submitted comply with the Mandatory Proposals Requirements;
- iii. All arithmetic extension calculations are correct;
- iv. Where there is an obvious error in extensions, additions or computations, the Township shall be entitled to correct such errors based on the unit prices supplied, and the corrected total shall be considered as representing the intention of the Proponent and shall be used as the basis for comparison of Bids. For greater certainty, any failure by a Proponent to insert a unit price where required shall be deemed to be a \$ "0" value;
- v. All items as specified have been bid on;
- vi. All strikeouts, erasures or overwrites are initialled by an authorized person;
- vii. No claims or litigation proceedings have been instituted by the Proponent against the Township, or in turn by the Township against the Proponent; and
- viii. All Addenda have been acknowledged on the Form of Proposal in the space provided.

In any of the above circumstances where there are obvious or patent errors such as misplaced decimals, the Owner shall consider the intent of the Proponent.

## 11. Late Submission

Proposals received after the official Closing Time will not be considered during the selection process and will be returned unopened to the respective Proponent.

## 12. Proposal Opening

Proponents are advised there will not be a public opening for this Request for Proposal. Proposals received, by the date and time of closing, will be opened

administratively by respective members of the Corporation and/or the Evaluation Team, at a time subsequent to the closing.

### 13. RFP Submissions – (Two Envelope Approach)

Proponents are required to submit their Proposal in two (2) parts and clearly marked using **one (1) Master submission** with a second pricing as follows:

#### **Envelope 1 – Technical Submission**

One electronic copy in a single, unrestricted Adobe Acrobat (PDF) format emailed. The electronic file shall also contain all documents associated with the submission **except cost**, along with any Addendum that may have been issued.

**Do not** include an electronic copy of the contents of pricing

**The contents of Submission #1 will be evaluated, and each Proposal must receive a minimum of fifty-five (55) points before the Evaluation Team will move on to Submission #2.**

#### **Envelope 2 – Pricing Submission**

The Township expects to receive an all-inclusive cost submission including Sub-Consultants, disbursements, permit fees, etc., to be submitted in Envelope #2.

Tender Bids are to be submitted to the Township of North Dundas at [tenders@northdundas.com](mailto:tenders@northdundas.com), Attention: KHURRAM TUNIO, before August 12, 2021, at 1:00 pm.

The time registered on the Township of North Dundas digital phone system will be considered the official time of day when determining exact time of submission.

All Proposals received must remain valid for acceptance up to **ninety (90) days** beyond the closing date.

### 14. Amendment Of Proposals

Proponents who have submitted a Proposal may amend it up to the official closing time by submitting a replacement Proposal. Amended Proposals must be sealed and submitted in accordance with all other requirements included in this document. The amended Proposal will clearly be marked “Amended” and should clearly indicate that it replaces any other submitted version. In the case of a discrepancy, the Township will deem the last Proposal received prior to the closing time, to be the valid Proposal.

### 15. Right To Accept or Reject Proposal

The Township of North Dundas reserves the right to accept any Proposal, in whole or in part, that it feels most fully meets the selection criteria. Therefore, the lowest cost Proposal, or any Proposal may not necessarily be accepted.

## 16. Proposal Evaluation

An Evaluation Committee will evaluate each of the Proposals received in accordance with the evaluation criteria as set out in the RFP Document. The Committee reserves the right to enter into further discussions in order to obtain information that will allow the Committee to reach a decision with a Proponent, and to waive irregularities and omissions if, in doing so, the best interest of the Corporation will be served.

## 17. Evaluation Criteria

Selection of a Proposal will be based on, but not solely limited to, the following criteria and weighting:

### EVALUATION SCORING SHEET

ITEM	EVALUATION CRITERIA – STAGE 1	POINTS
<b>Stage 1 – Submission #1 – Technical Submission</b>		
<b>A.</b>	<b>Project Understanding and Key Issues</b>	10
<b>B.</b>	<b>Consultant Team</b>	
	B1. Project Manager’s Technical Expertise and Time commitment	10
	B2. Structural Team	10
	B3. Road, Sediment Control, Permitting, etc.	10
	B4. Hydraulic and STM	10
	B5. CA/Inspection Services	10
<b>C.</b>	<b>Project Work Plan</b>	10
<b>D.</b>	<b>Project Schedule</b>	10
<b>Total Available Points Stage 1</b>		<b>80</b>

ITEM	EVALUATION CRITERIA – STAGE 2	POINTS
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Stage 2 – Envelope #2 – Pricing Submission		
E.	Proposed Fee	20
<b>Total Available Points Stage 2</b>		<b>20</b>

ITEM	EVALUATION STAGE SUMMARY	POINTS
A. – D.	Stage 1 – Technical Submission	80
E.	Stage 2 – Pricing Submission	20
<b>Total Available Points Stage 1 + 2</b>		<b>100</b>

**Evaluation Stages:**

**Stage 1:**

The Stage 1 evaluation will review Envelope #1 – Technical Submission. A Proposal must achieve a minimum **Fifty-five (55) points** in Stage 1 to qualify for consideration for Stage 2.

Proponents who do not achieve the minimum score of **Fifty-five (55) points** under Stage 1 will not proceed to the Stage 2 evaluation.

**Stage 2:**

The Stage 2 evaluation will review Envelope #2 – Pricing Submission

The lowest fee proposed shall be awarded the full amount of points available for the fee portion of the evaluation (20). All higher fees proposed shall be awarded points, rounded to the closest full point for the fee portion of the evaluation by the following:

$$\frac{\text{Lowest Fee}}{\text{Proposed Fee}} \times (\text{maximum points for proposed Fee}) = 20 \text{ points}$$

**For example:** if the lowest fee is \$100,000, the 2<sup>nd</sup> lowest fee is \$120,000, and the 3<sup>rd</sup> lowest fee is \$200,000, their respective scoring would be as follows:

- a. The proponent with the lowest fee of \$100,000 would be awarded 20 points.
- b. The proponent with the 2<sup>nd</sup> lowest fee of \$120,000 would be awarded points as follows:

$$\frac{\$100,000}{\$120,000} \times 20 = 16 \text{ points}$$

- c. The proponent with the 3<sup>rd</sup> lowest fee of \$200,000 would be awarded points as follows:

$$\frac{\$100,000}{\$200,000} \times 20 = 10 \text{ points}$$

This formula would be applied to the balance of Proposals received.

**Note:** In cases where two or more Proposals are within 1 point of the highest overall score, the dollar cost methodology will apply, allowing lowest dollar cost per technical point to determine the best value for the Municipality.

For those Proponents who make it to Stage 2, the following will apply:

The score from Stage 1 (out of a total of 80 available points) will be added to the score from Stage 2 (out of a total of 20 available points) and the highest scoring Proponent (out of a total of 100 points available) will be recommended for the award of the Contract.

## 18. Presentation and Interview

The Township reserves the right to interview any or all of the Proponents that submit a Proposal to provide the evaluation team with additional insight into the Proponent's ability to meet the requirements as requested in the RFP. If required, the interviews would be conducted by representatives of the Evaluation Committee at one of the Township of North Dundas Municipal Offices within seven (7) calendar days of the RFP closing time and shall follow this general format:

- a. Introduction of Proponent's Project Team (5 minutes)
- b. Proponent's Presentation of the Proposal (15 minutes)
- c. Questions from Interview Committee (15 minutes)
- d. Questions from Proponents (5 minutes)

Proponents will be notified of the final format for interviews/presentations in advance.

## 19. Award Determination

Points awarded for the Technical Submissions shall be added to the points awarded for the Pricing Submission. The Proponent with the greatest total number of points awarded will be considered the highest ranked Proponent and shall be deemed the Successful Proponent, with the exception of when the Dollar Cost Methodology is utilized to determine award.

Consideration for award shall only be undertaken in relation to Proponents who are determined by the Township of North Dundas to have satisfied all the requirements.

The Evaluation Committee hereby reserves the right, privilege, entitlement and absolute discretion, and for any reason whatsoever to:

- i. Accept a Proposal which is not the lowest Proposal submission, or reject a Proposal that is the lowest Proposal even if it is the only Proposal received;
- ii. Accept the Proposal deemed most favourable to address the scope of work.
- iii. Accept or reject any and all Proposals, whether in whole or in part;
- iv. Accept or reject any unbalanced, irregular, or informal Proposals; or
- v. Reject any Proponent who is involved in litigation with The Township of North Dundas.

The Evaluation Committee reserves the right to consider, during the evaluation of Proposals:

- i. Information provided in the Proposal itself;
- ii. Information provided in response to enquiries of credit, experience and industry references set out in the Proposal;
- iii. Information received in response to enquiries made by the Owner of third parties apart from those disclosed in the Proposal in relation to the reputation, reliability, experience and capabilities of the Proponent;
- iv. The manner in which the Proponent provides services to others;
- v. The experience and qualification of the Proponent's senior management, and project management;
- vi. The compliance of the Proponent with the Owner's requirements and specifications; or
- vii. The Proponent acknowledges that the Owner may rely upon the criteria, which the Owner deems relevant; even though such criteria may not have been disclosed to the Proponent. By submitting a Proposal, the Proponent acknowledges the Owner's rights under this Section and absolutely waives any right, or cause of action against the Owner, by reason of the Owner's failure to accept the Proposal submitted by the Proponent, whether such right or cause of action arises in Project, negligence, or otherwise.

## **20. Execution of Award**

The Successful Proponent, if any, shall sign the Contract in triplicate (3), within seven (7) calendar days of written notification of acceptance.

The following completed documents, as listed, shall be submitted prior to or at the time of signing:

- a. Agreement signed and sealed in triplicate;
- b. Current Insurance Certificate;
- c. A current copy of the Workplace Safety and Insurance Board Certificate of Clearance;
- d. Payment Information, if applicable;
- e. AODA Declaration Form; and
- f. Any other documentation requested within this RFP.

## **21. Order of Precedence**

The Successful Proponent understands that the Contract shall consist of the following documents, ranked in order of priority, from highest to lowest:

- a. The duly signed Agreement preceding the Schedules;
- b. The Township's Change Orders (including any purchase orders issued for these Change Orders);
- c. The Schedules of the Agreement;
- d. Any Addenda to the RFP;
- e. The RFP Document;
- f. Any modifications to the Proposal acceptable to the Township, in its sole discretion; and
- g. The Proposal submitted by the Proponent

The Contract shall constitute the entire agreement between the parties pertaining to the subject matter of this RFP and shall supersede all prior agreements, understandings, negotiations and discussions, oral or written, between the parties or any documentation that may otherwise accompany the Work. Any conflict or inconsistency between the components of the Contract shall be resolved, to the extent of any conflict or inconsistency, in accordance with the order of authority stated above.

The Township reserves the right to include additional terms and conditions during the process of Contract negotiations. These terms and conditions shall be within the scope of the original RFP and Contract documents and will be limited to cost, clarification, definition, and administrative and legal requirements.

## **22. Alternative Dispute Resolution**

- (a) If requested in writing by either the Township or the Consultant, the Township and the Consultant shall attempt to resolve any dispute between them arising out of or in connection with this Agreement by entering into structured non-binding negotiations with the assistance of a mediator on a without prejudice basis. The mediator shall be appointed by agreement of the parties. If a dispute cannot be settled within a period of ninety (90)



calendar days with the mediator, the dispute shall be referred to and finally resolved by arbitration under the rules of the province having jurisdiction or by an arbitrator appointed by the agreement of the parties.

- (b) No person shall be appointed to act as mediator or arbitrator who is in any way interested, financially or otherwise, in the conduct of the Work on the Project or in the business or other affairs of either the Township or the Consultant.
- (c) The award of the arbitrator, including an award for costs if applicable, shall be final and binding upon the parties.
- (d) The provisions of the *Arbitration Act, 1991*, S.O. 1991, Chapter 17, as amended shall apply.

### **23. Contract Additions and Deletions**

The Township reserves the right to add and/or delete any item(s) from the Contract. Deletions will not result in any penalty in any form.

### **24. Proponent Qualifications**

Qualified Proponents are those which:

- Have sufficient facilities and resources to meet the Township's needs;
- Will provide all of the Township's Key Service Requirements;
- Demonstrate reasonable flexibility and willingness to work with the Township as a business partner; and
- Have at least **3 years (within the last 5 years)** experience with clients requiring services of a similar scope and complexity as the Township of North Dundas and provide contact details for these clients.

### **25. Proponent's Statement of Understanding**

It is understood that Proponents have carefully examined all of the Contract Documents and have carefully examined the Work to be performed under the Contract, if awarded. The Proponent also understands and accepts the said Contract Documents, and for the prices set forth in the Proposal to be firm for the length of the project.

### **26. Term of Contract**

This term of contract will become effective upon award to the Successful Proponent(s) and remain in effect for a period of the Work.

The Owner reserves the right to find an alternate source if the Successful Proponent does not fulfill their obligation to supply and/or provide the service(s) contained in this contract to the satisfaction of the Township's Project Lead or their designate, after notification has been given to the Successful Proponent. If in the Township's opinion, they have not been provided with the required level of services, the Township reserves the right not to reappoint.

There will be NO alterations, additions or deletions permitted from the accepted price, during the term of the contract, without the prior written approval of the Corporation.

### **27. Irrevocability of Proposals**

By submission of a clear and detailed written notice, the Proponent may amend or withdraw its Proposal prior to the closing time. Upon closing time, all Proposals become irrevocable. By submission of a Proposal, the Proponent agrees that, should its Proposal be deemed successful, the Proponent will enter into a Contract with the Township.

### **28. Errors and Omissions**

No oral interpretation shall be effective to modify any provisions of the Contract Documents. Any modification or clarification shall be by written Addendum only, issued by Procurement Services. The Addendum(s) shall form part of the Contract Documents.

### **29. Proponent's Expenses**

Proponents are solely responsible for their own expenses in preparing a Proposal and for subsequent negotiations with the Township, if any. If the Township elects to reject all Proposals, the Township will not be liable to any Proponent for any claims, whether for costs or damages incurred by the Proponent in preparing the Proposal, loss of anticipated profit in connection with any final Contract, or any other matter whatsoever.

### **30. Changes to Proposal Wording**

The Proponent will not change the wording of its Proposal after closing, and no words or comments will be added to the Proposal unless requested by the Township for purposes of clarification.

### **31. Price Components**

All prices will be quoted in Canadian Funds.

Prices must be expressed in accordance with the unit of measure specified in the document.

Prices documented shall be net prices including transportation and delivery charges fully prepaid by the Proponent to any specified destination within the limits of the Corporation of the Township of North Dundas, unless a breakdown is requested on the Schedule I Proposed Pricing Schedule.

The Township reserves the right to correct patent computational or other mathematical errors evident on the face of the bid; however unit prices will not be adjusted.

Proponents acknowledge and accept, by way of submitting a Proposal, that the Owner's award of this Contract shall be based on the "Sub Total Proposed Price", as set out in Schedule I Proposed Pricing Schedule, including any and all Provisional Items. The Owner may, in its sole discretion, include or delete any or all Provisional Item(s) in the final contract price. In the event that the Proposals received are over the approved budget, the Owner reserves the right to award based on "base bid".

### **32. Freedom of Information**

All Proposals submitted to the Owner become the property of the Owner and as such, are subject to the "Municipal Freedom of Information and Protection of Privacy Act."

All correspondence, documentation and information provided to staff of The Township of North Dundas by any Proponent in connection with, or arising out of this RFP, and the submission of any Proposal will become the property of The Township of North Dundas, and as such, is subject to the Municipal Freedom of Information and Protection of Privacy Act (MFIPPA), and may be released, pursuant to the Act. The Proponent's name at a minimum shall be made public upon request.

In-line with MFIPPA, Proponents are advised to identify in their Proposal material, any scientific, technical, commercial, proprietary or similar confidential information, the disclosure of which could cause them injury. Any information in the Proponents' submissions that is not specifically identified as confidential will be treated as public information. All correspondence, documentation and information provided to the Evaluation Team may be reproduced for the purposes of evaluating the Proponents' submissions to this RFP.

### **33. Bribery/Fraud**

Should any prospective Proponents or any of their agents give or offer any gratuity or to attempt to bribe any employee of The Owner, or to commit fraud, the Owner

shall be at liberty to cancel the prospective Proponent's Proposal and to rely upon the Bid Security submitted for compensation, if applicable.

#### 34. Purchase Order

Goods/Services or Work, as described herein, shall not commence until all of the required documents have been submitted and the **Professional Consulting Services Agreement** has been executed by the Proponent, to Procurement Services. For payment purposes, a Purchase Order shall be generated and issued to the Proponent. The terms and conditions of this Contract supersede those of the Purchase Order issued.

#### 35. Cancellation

- i. In the event the Successful Proponent does not comply with the specifications, terms and conditions, and scope of work, at any time throughout the duration of the Contract, the Contract shall be cancelled in accordance with the terms contained herein.
- ii. The Owner upon non-performance of Contract terms may cancel the Contract; however, in doing so, the Owner does not waive its right to rely upon any obligations or commitments agreed to by the Proponent as part of their Proposal. The Proponent remains liable for the difference between the next acceptable Proposal of goods and/or service Proposal prices.
- iii. Where there is a question of non-performance, payment in whole or in part may be withheld at the discretion of the Owner. This action shall not prevent the Owner from taking early payment discounts otherwise applicable.

#### 36. Insurance

The Successful Proponent shall maintain and pay for Commercial General Liability Insurance with an insurer acceptable to the Owner. The coverage shall include premises and all operations liability to be performed by the Proponent. This insurance coverage shall be subject to limits of not less than **Five Million Dollars (\$5,000,000.00)** inclusive per occurrence for bodily injury, death and damage to property including loss of use thereof for any one occurrence.

- i. The CGL policy shall include The Township of North Dundas as an additional insured in respect to all operations performed by or on behalf of the Successful Proponent.
- ii. The Successful Proponent shall be entirely responsible for the cost of any deductible, which is maintained in any insurance document.

- iii. The Insurance Policy shall not be altered, cancelled or allowed to expire or lapse, without thirty (30) days prior written notice to the Owner.

In addition, Professional Liability Insurance is required in an amount of not less than **Two Million Dollars (\$2,000,000)** inclusive per claim. All required insurance would be endorsed to provide the Township within thirty (30) days advance written notice of cancellation or material change. The Service Provider will provide the Township with evidence of the required insurance, in the form of a completed Certificate of Insurance, immediately following execution and delivery of the Contract.

Where applicable, the Successful Proponent shall carry standard automobile and non-owned automobile liability insurance and shall protect themselves against all liability arising out of the use of owned or leased vehicles, used by the Successful Proponent, its employees, or agents. The limits of the liability for both owned and non-owned vehicles shall not be less than **Two Million Dollars (\$2,000,000.00) per occurrence.**

### **37. Workplace Safety and Insurance Board (WSIB)**

The Successful Proponent shall be required to supply a Certificate from the Workplace Safety and Insurance Board prior to the start of the Contract and thereafter, upon request during the life of the Contract indicating that all of the assessments the Successful Proponent or any Sub-Consultants liable to pay under the Worker's Safety Insurance Board Act or successor legislation have been paid and are in good standing with the Board.

**Effective January 1, 2013**, Bill 119 legislates that all Consultants, Contractors and Sub-Contractors, categorized under Class G: Construction, shall have a WSIB account and clearance coverage prior to commencing any Contract.

Alternatively, if the Successful Proponent is an Independent Operator and is not categorized under Class G: Construction, the Successful Proponent **must** submit a letter from the WSIB, confirming that s/he has Independent Operator Status under the WSIB Act. If the Successful Proponent does not have Independent Operator Status, the Successful Proponent shall;

- i. Complete an Independent Operator Status Questionnaire upon being awarded the Contract; and
- ii. Fund all costs associated with any appeal of a determination by WSIB that the proponent/contractor is not an Independent Operator; and
- iii. Provide proof of Employer's Liability Insurance (provided either by WSIB or the Successful Proponent's insurance provider).

The Successful Proponent acknowledges and agrees that the Township is not hiring any employee(s) to perform the work associated with this RFP. As such, the Township reserves the right to terminate all Contracts associated with this RFP if all

appeals have been exhausted and the Successful Proponent is determined by WSIB or court or tribunal of competent jurisdiction to be an employee.

**38. Regulation Compliance and Legislation**

The Successful Proponent shall ensure all services and products provided in respect to this Contract are in accordance with, and under authorization of, all applicable authorities, Municipal, Provincial and Federal legislation, including but not limited to:

- The Occupational Health and Safety Act and its regulations;
- The Workplace Safety and Insurance Act and its regulations;
- The Municipal Act and its regulations; and
- The Accessibility for Ontarians with Disabilities Act (AODA).

**39. Laws Of Ontario**

Any Contract resulting from this Request for Proposal will be governed by and will be construed and interpreted in accordance with the laws of the Province of Ontario.

**40. Indemnification**

The Successful Proponent shall indemnify and save harmless the Owner, its Agents and employees from and against any and all liability whatsoever for losses, liens, charges, claims, demands, payments, suits, actions, recoveries and judgments (including legal fees and expenses) of every nature and description brought or recovered against either the Owner, its Agents and employees, or the Successful Proponent by reason of a negligent act, error or omission of the Successful Proponent, its Agents, employee or licensees in providing the services, including, without limiting the generality of the forgoing, loss or damage to property, injury or the death of any persons, alleged copyright, patent or other intellectual property rights infringement or interference, defective design or damage to the environment.

**41. Force Majeure**

Neither party shall be responsible for any delay or failure to perform its obligations under the Contract where such delay or failure is due to fire, flood, explosion, war, embargo, Governmental action, Act of Public Authority, Act of God, or to any other cause beyond its control, except labour disruption.

In the event Force Majeure occurs, the party who is delayed or fails to perform shall give prompt notice to the other party and shall take all reasonable steps to eliminate the cause.

Should the Force Majeure event last for longer than thirty (30) days, the Owner may terminate this Contract by notice to the successful Proponent without further liability, expense or cost of any kind.

**42. Severability**

Should any term or portion of this Contract be found to be invalid or unenforceable, the remainder shall continue to be valid and enforceable.

**43. Termination of Contract**

The Owner may terminate this contract at any time without penalty upon giving written notice to the Proponent, if, in the sole opinion of the Owner, the Proponent is unable to deliver the service as required, the Proponent's performance of the service is persistently faulty or below the required standard, or, the Proponent becomes insolvent or commits an act of bankruptcy.

**44. Termination by Notice**

The Owner may terminate this contract at any time upon notice to the Proponent, whereupon the Owner shall only be liable for any Proponents' fees and expenses for satisfactorily completed work up to the date of the termination and not thereafter.

**45. Termination for Cause**

The Owner reserves the right in its sole discretion to terminate this contract, in whole or in part, at any time, without penalty, expense or further liability of any kind:

- a. At any time, upon notice to the Proponent, for a major breach of the terms of this contract by the Proponent;
- b. At any time, upon notice to the Proponent, following the failure of the Proponent to satisfactorily remedy, repair or replace any defector or deficiency in the Proponent's performance of the Contract, after having been given notice to do so by the Hirer;
- c. At any time if the Proponent makes an assignment for the benefit of its creditors, a proposal of compromise with its creditors, a declaration of its voluntary bankruptcy or insolvency, a placing or its cessation or winding up of its business, in whole or in part;
- d. At any time if a Force Majeure event preventing performance of the contract by either party continues for longer than thirty (30) consecutive days; or
- e. As otherwise provided in this Contract.

The Owner's rights of termination shall be in addition to any other rights or remedies it may have in law, in equity, or under this Contract.

**46. Suspension of Work**

The owner may in its sole discretion at any time upon notice to the Proponent in writing, suspend the performance of the Work, in whole or in part, for a specified or unspecified amount of time.

Upon receiving notice of the suspension, the Proponent shall immediately suspend all operations concerning that identified portion of the Work except such Work as is necessary in the opinion of the Owner to care for, preserve and protect the Work.

During the period of suspension, the Proponent shall only be entitled to be reimbursed for its reasonable, proper and actual expenses in caring for, preserving and protecting the Work.

Should the period of suspension of the Work, in whole or in part, last longer than thirty (30) consecutive days or such longer period as the parties may agree upon in writing, either party to the contract may consider the contract to be terminated by mutual agreement without further liability.

**47. Suspension In Future**

In the event the Proponent fails to provide quality service, equipment or personnel, as determined by the Owner in its Sole discretion, the Proponent may be deemed ineligible for similar work in future competitions for contracts issued by the Owner.

**48. Failure to Comply with Owner Decisions**

If the Proponent fails to comply with any decision or direction of the Owner made pursuant to the Contract, the Owner may, upon notice to the Proponent, employ such methods as the Owner deems advisable to do that which the Proponent failed to do, at the Proponent's cost and expense.

The Proponent shall be liable for, and shall upon demand, pay to the Owner an amount equal to the aggregate of all costs, expenses and damages including the cost of any methods the Owner employed by reason of the Proponent's failure to comply as above.

**49. Evaluation of Performance**

At project completion, the Township will conduct an evaluation of the Proponent's overall performance with input from the Township's Inspectors or consultants, if applicable. This evaluation will be reviewed with the Proponent, and



recommendations will be put forward as to the contractor's overall suitability of future Township of North Dundas work. It must also be noted that while overall performance is being evaluated, the Township reserves the right to suspend a bidder for extreme or repeated inadequate grades on any issues related to health and safety, specifically items public safety and traffic control, compliance with all WSIB provisions, maintenance of employee safety standards, or compliance with Ministry of Labour regulations. The evaluation shall be placed on file and a copy will be provided to the Proponent. This information may be made available to persons requesting Owner references for the Contract.

The Proponent hereby authorizes the maintenance and release of this information.

#### **50. Time is of the Essence**

The Owner shall have the right to cancel at any time any project or any part of any project resulting from this RFP in respect to the goods, materials, articles, equipment, work or services, covered thereby, not delivered or performed by the specified time in the written document, without incurring any liability whatsoever in respect hereto. **"Time is of the essence"**.

#### **51. Safety Standards**

It is the responsibility of the Successful Proponent to work in a safe and orderly manner, so as not to constitute any safety hazards.

#### **52. Non-Waiver**

No condoning, excusing or overlooking by the Owner of any default, breach or non-observance by the Successful Proponent at any time or times in respect of any provision herein contained shall operate as a waiver of the Owner's right hereunder in respect of any continuing or subsequent default, breach or non-observance or so as to defeat or affect in any way the rights of the Owner herein in respect of any such continuing or subsequent default or breach, and no waiver shall be inferred from or implied by anything done or omitted by the Owner, save only an express waiver in writing. Any Work completed by the Owner required by this agreement to be done by the Successful Proponent shall not relieve the Successful Proponent of his/her obligations to do that Work.

#### **53. Non-Assignment**

The Successful Proponent may not assign this Contract, nor any Work to be performed under this Contract, or any part hereof without the prior written consent of the Owner. Such written consent, however, shall not under any circumstances relieve the Successful Proponent of his/her liabilities and obligations under this Contract and shall be within the sole and unfettered discretion of the Owner.

**54. Emergency Telephone Number**

Prior to commencing the Work, the Successful Proponent shall provide the Owner with the name(s) and telephone number(s) of his/her representative(s) who can be contacted on a 24-hour basis in case of an emergency during the term of the Contract.

**55. Personal Property Security Act**

The Successful Proponent warrants that the goods/inventory/equipment being supplied to the Owner are free and clear of all liens, charges, encumbrances, mortgages, hypothecations, copyright, patents or any third party statutory claims.

**56. Confidentiality of Information**

Proponents receiving this RFP may not use, disclose, or duplicate it for any purpose other than to prepare a response. Proponents shall keep the Township of North Dundas data confidential and shall not disclose its content to any other party, other than to those internal employees or agents responsible for preparing a submission, without the prior written approval of the Township of North Dundas. Receipt of this RFP does not entitle the Proponent to associate its services with the Township of North Dundas in any way, nor represents in any way that the Township of North Dundas has employed or endorsed the Proponent's services. Any such association or endorsement being contemplated by the Proponent must receive the prior written approval of the Township of North Dundas.

The Township of North Dundas will not disclose or share a Proponent's response to this RFP with other Proponents or other organizations.

The submission of a Proposal indicates acceptance by the Proponent of all of the conditions contained in this Request for Proposal, unless clearly and specifically noted in the Proposal submitted and confirmed in the formal Contract between the Township of North Dundas and the Successful Proponent. Deviations from the Request for Proposal must be clearly identified in the written submission. Proposals are subject to a formal Contract being negotiated, prepared and executed. The Township of North Dundas reserves the right to negotiate the terms and conditions of the Contract.

**57. Conflicts of Interest**

Proponents shall disclose, in their Submission, all perceived, potential, and actual Conflicts of Interest. For the purposes of this RFP, "**Conflict of Interest**" includes:

- Any situation or circumstances where, in relation to this RFP and/or the Contract, the Proponents' other commitments, relationships or financial interests could, or could be perceived to, exercise an improper influence over the objective, unbiased and impartial exercise of independent judgment by any personnel of the Evaluation Team or the Township;
- Any situation or circumstances where any person(s) employed by the Township in any capacity;
  - Has a direct or indirect financial interest in the award of the Contract to any Proposal(s);
  - Is currently employed by, or is a sub-contractor or a consultant to a Proponent(s);
  - Is negotiating or has an arrangement concerning future employment or contracting with any Proponent(s); or
  - Has an ownership interest in, or is an officer or director of, any Proponent(s).

If a Proponent(s) discovers, at any time, any perceived, potential, or actual Conflicts of Interest, the Proponent(s) shall promptly disclose the Conflict of Interest by sending a written statement clearly identifying the conflict to the Township's Procurement Division.

Failure of any Proponent(s) to comply with this Section may result in the disqualification of the Proponent(s) and the rejection of its Submission.

Without limiting the generality of the Township's rights, the Township may, in its sole discretion:

- Exclude any Proponents(s) and its Submission on the grounds of Conflict of Interest; or
- Waive any and all perceived, potential or actual Conflicts of Interest upon such terms and conditions as the Township, in its sole discretion, requires to satisfy itself that the Conflict of Interest has been appropriately managed, mitigated and minimized.

In the event any Proponent(s) is found to be in a potential Conflict of Interest during the term of the Contract, the Proponent shall disclose the said conflict immediately. The Township reserves the right to request any Proponent(s) cure the conflict to the Township's complete satisfaction. Failure to cure the conflict shall result in disentitlement to any compensation under this Contract.

**58. Township Not Employer**

The Proponent agrees that the Township of North Dundas is not to be understood as the employer to any Successful Proponent nor to such Successful Proponent's personnel or staff for any work, services, or supply of any products or materials that may be awarded as a result of this RFP. It is understood that the Successful Proponent will act as an independent contractor.

**59. Township's Policies**

It is the respondent's responsibility to become familiar with the Township's policies, which may be amended, restated, supplemented or replaced from time to time.

**60. Working Language**

The working language of the Township of North Dundas is English, and all responses to this Request for Proposal must be English.

**61. Intellectual Property**

All information and data, in any form, together with all designs or materials capable of intellectual property protection, prepared, developed or created by the Proponent, its employees or agents during the performance of and/or pursuant to this Work shall automatically become the property of the Township of North Dundas. Proponents and their employees and agents each agree to sign whatever documentation may be necessary to give full force and effect to this paragraph.

**62. Accessibility for Ontarians with Disabilities (AODA)**

The Accessibility for Ontarians with Disabilities Act, 2005, and Regulations under this Act were enacted to improve accessibility for persons with disabilities throughout Ontario. This legislation applies to public sector organizations such as the Corporation of the Township of North Dundas, as well as to private companies and organizations that provide goods and services on behalf of the Corporation of the Township of North Dundas.

The Bidder shall comply with the provisions of the Accessibility for Ontarians with Disabilities Act, 2005, and all of its regulations, as amended. The Bidder shall ensure that its employees, agents, volunteers and representatives receive any applicable training as required on the AODA and its regulations. The Bidder acknowledges that the Corporation of the Township of North Dundas, in deciding to purchase goods or services through its procurement process, is required to consider the AODA whenever applicable and practical to do so.

**63. Township of North Dundas Payment Terms**

The Township of North Dundas payment terms are thirty (30) days from receipt of Invoice.

The Township of North Dundas will no longer issue cheque payments to their vendors. All invoices will be paid by electronic fund transfer (EFT) or MasterCard®. In order to receive EFT payments, the Township needs some information from your company to ensure that you will continue to receive our payment/remittance accurately and on-time. Furthermore, payment remittance information is going to be provided electronically in accordance with the “Remittance Information” that you provide on this form. If you do not provide your banking information, you will not receive your payment.

Harmonized Sales Tax (HST) is an extra and shall be identified separately in the Contract Documents and on all invoices.

# Form of Proposal

Township of North Dundas

**RFP#: PW2021-07**

## Engineering Services of Bridges and Culvert Replacements

### Documents to Be Enclosed with This Form of Proposal

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- Proponents Information Form Signed and Sealed**
- One Page Letter of Introduction**
- Complete Contents of Proposal**
- Proposed Project Work Schedule**
- Proposed Pricing – Envelope #2**
- List of Project Team Members**
- List of References**

### Upon Award

- All documents requested in Instructions to Proponents, section 20 (upon award)**
- Other information to be included**

**Proponents Information Form**

**RFP#: PW2021-07**

Proponents must complete this form and include it with their Submission. Please ensure all information is legible.

1.	Company Name	
2.	Proponent's Main Contact Individual	
3.	Address (include postal address)	
4.	Office Phone #	
5.	Toll Free #	
6.	Cellular #	
7.	Pager #	
8.	Fax #	
9.	E-mail Address	
10.	Website	
11.	HST Account #	
12.	Will you accept payment by MasterCard?	YES: <input type="checkbox"/> NO: <input type="checkbox"/>

**Acknowledgement of Receipt of Addenda**

This will acknowledge receipt of the following Addenda and, that the pricing quoted includes the provision set out in such Addenda

Addendum #	Date Received
# _____	_____
# _____	_____

Check here if no Addendum received.

**Conflict of Interest**

Prior to completing this portion of the Form of Proposal, Proponents(s) should refer to the definition of Conflict of Interest set out in the RFP.

Check the box that applies:

The Proponent(s) declares that there **is not** an actual or potential Conflict of Interest relating to the preparation of its Proposal and/or the Proponent(s) do not foresee an actual or potential Conflict of Interest in performing the services required under the Contract.

The Proponent(s) declares that there **is** an actual or potential Conflict of Interest relating to the preparation of its Proposal, and/or the Proponent(s) foresees an actual or potential Conflict of Interest in performing the services required under the Contract.

If the Proponent(s) declares an actual or potential Conflict of Interest by marking the box above, the Proponent(s) must set out below details of the actual or potential Conflict of Interest:


The Proponent(s) agrees that, upon request, the Proponent(s) shall provide the Township with additional information on the Conflict of Interest.



To The Corporation of the Township of North Dundas, hereafter called the "Owner":

I/We \_\_\_\_\_ the undersigned declare:

1. That I/We represent that no person, firm or organization, other than the Proponent, has any interest in this Proposal or in the proposed Contract for which said Proposal is made.
2. That I/We declare that there is no perceived, potential, and/or actual Conflicts of Interest relating to the preparation of this Proposal and/or I/We do not foresee an actual or potential Conflict of Interest in performing the services required under the Contract, unless otherwise declared.
3. That this Proposal is made without any connections, knowledge, comparison of figures or arrangements with any other company, firm or person making a Proposal for the same Work and is in all respects fair and without collusion or fraud.
4. I/We represent that no member of the Council, and no officer or employee of the Owner, is, or has become interested, directly or indirectly, as a contracting party, partner, stockholder, surety or otherwise howsoever in or on the performance of the said Proposal, or in the supplies, Work or business in connection with the said Proposal, or in any portion of the profits thereof, or of any supplies to be used therein, or in any monies to be derived there from.
5. That the several matters stated in the said Proposal are in all respects true accurate and complete.
6. That I/We agree to maintain, during the term of the Contract, Commercial General Liability Insurance to a limit of not less than five million dollars (\$5,000,000) per occurrence, Professional Liability Insurance to a limit of not less than two million dollars (\$2,000,000) per claim and standard Automobile Insurance (both owned and non-owned) to a limit of not less than two million dollars (\$2,000,000) per occurrence. The Township shall be named as an addition insured to the CGL policy with respect to liability arising out of operations performed as it relates to the Contract.
7. That I/We do hereby Proposed and offer to enter into an agreement to supply and deliver all materials mentioned and described or implied therein including in every case freight, duty, currency exchange, H.S.T. in effect on the date of the acceptance of Proposal, and all other charges on the provisions therein set forth and to accept in full payment therefore, in accordance with the prices and terms set forth in the Proposal herein.
8. That additions or alterations to or deductions from the said Proposal, if any, shall be made in accordance with the prices stated in Provisional Items of the Schedule of Unit prices in strict conformity with the requirements of the Proposal and all unused monies in Provisional Items shall be deducted from the final cost of the Work and any quantities exceeding those shown shall be added.

9. That this Proposal is irrevocable and open to acceptance until the formal Proposal is executed by the awarded Proponent for the said Work or Ninety (90) Calendar Days, and prices for as long as stated elsewhere in the document, whichever event first occurs and that the Owner may at any time within that period without notice, accept this Proposal whether any other Proposal has been previously accepted or not.
10. That if the Proposal is accepted, I/We agree that the Contract shall constitute the entire agreement between the parties and shall supersede all prior agreements, understandings, negotiations and discussions, oral or written, between the Proponent and the Owner or any documentation that may otherwise accompany the Work. Any conflict or inconsistency between the components of the Contract shall be resolved, to the extent of any conflict or inconsistency, in accordance with the order of authority stated in Order of Precedence in this RFP.
11. That if the Proposal is accepted, I/We agree to furnish all documentation, security and certifications as required by the Proposal Document and to execute the agreement in triplicate within **seven (7) Calendar Days** after notification of award. If I/We fail to do so, the Owner may accept the next highest ranked or any Proposal or to advertise for new Proposals, or to carry out completion of the works in any other way they deem best and I/We also agree to pay to the Owner the difference between this Proposal and any greater sum which the Owner may expend or incur by reason of such default or failure or by reason of such action as aforesaid on their part, including the cost of any advertisement for new Proposals, and shall indemnify and save harmless the Owner and their officers from all loss, damage, cost, charges and expense which they may suffer or be put to by reason of any such default or failure on my/our part.
12. That I/We agree to save the Owner, its agents, or employees, harmless from liability of any kind for the use of any composition, secret process, invention, article or appliance furnished or used in the performance of the Proposal of which the Proponent is not the patentee, assignee, or licensee.
13. The Proponent hereby accepts and agrees that the Addenda referred to in this document form an integral part this contract.

The undersigned affirms that he/she is duly authorized to execute this Proposal.

Proponent's Signature and Seal: \_\_\_\_\_  
(I have authority to bind the company)

Position: \_\_\_\_\_

Witness: \_\_\_\_\_  
(If not under seal)

Position: \_\_\_\_\_

(If Corporate Seal is not available, documentation shall be witnessed)

Dated \_\_\_\_\_ at \_\_\_\_\_  
(City/Township)

This \_\_\_\_\_ day of \_\_\_\_\_ 2021.

**Schedule I - Proposed Pricing Schedule****Consulting Fees for Engineering Services of Bridges & Culvert Replacements:**

The Total Proposed Price (Including HST): \_\_\_\_\_

\_\_\_\_\_ Dollars

(\$ \_\_\_\_\_), in lawful money of Canada.

Inserted price in words take precedence over numeric

**ENGINEERING SERVICES for Bridges and Culvert Replacements**

Item	Description	Total Cost
1	Detailed Design and Tender for Cayer Road Bridge	\$
2	Detailed Design and Tender for Nation Valley Bridge	\$
3	Detailed Design and Tender for Marionville Culvert	\$
4	Contract Administration and Site Inspection for Cayer Road Bridge (Provisional)	\$
5	Contract Administration and Site Inspection for Nation Valley Bridge (Provisional)	\$
6	Contract Administration and Site Inspection for Marionville Culvert (Provisional)	\$
	<b>** SUB TOTAL CONTRACT PRICE</b>	\$
	HST	\$
	<b>TOTAL</b>	\$

(\*\*Transfer Total Above)

The Township reserves the right to cancel any or all items.

The consultant shall provide a schedule of charge rates for all members of the team to be applicable for services not included in the scope of services to be provided on a time basis.

**Schedule II - Project Team and Experience**

Proponents shall list all staff available to perform the work described within this Request for Proposal.

<b><u>PROPOSED PROJECT TEAM</u></b>	<b><u>NAME</u></b>	<b><u>PROFESSIONAL DESIGNATION</u></b>	<b><u>YEARS EXP.</u></b>	<b><u>CURRENT POSITION / TITLE</u></b>	<b><u>RECENT DESIGN EXP: (DESCRIPTOIN / YEAR OF CONSTRUCTION / COST OF CONSTRUCTION - LIST 4 PROJECTS FROM RESUME</u></b>
Project Manager					
Structural					
Road					
Permitting					
Natural / MOECP / permitting					
Hydraulic Analysis					
Environmental					
CA Services					
<b>OTHER</b>					

**Schedule III - List of References**

The Proponent shall provide below three (3) separate references other than the Township, having purchased a similar size and design of goods and/or services as specified herein for a previous five (5) year period from the issuance of this document.

Project Name:	
Company for whom the work was completed:	
On the project did your firm act as: Prime Consultant <input type="checkbox"/> Sub Consultant <input type="checkbox"/>	
Value of your portion of the project?	Date of Completion of this project?
Contact Name at the owner's facility:	Contact's Email Address:
Telephone Number with Area Code:	Fax Number with Area Code:

Project Name:	
Company for whom the work was completed:	
On the project did your firm act as: Prime Consultant <input type="checkbox"/> Sub Consultant <input type="checkbox"/>	
Value of your portion of the project?	Date of Completion of this project?
Contact Name at the owner's facility:	Contact's Email Address:
Telephone Number with Area Code:	Fax Number with Area Code:

Project Name:	
Company for whom the work was completed:	
On the project did your firm act as: Prime Consultant <input type="checkbox"/> Sub Consultant <input type="checkbox"/>	
Value of your portion of the project?	Date of Completion of this project?
Contact Name at the owner's facility:	Contact's Email Address:
Telephone Number with Area Code:	Fax Number with Area Code:

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**Reference Release Form**

I \_\_\_\_\_ (authorized signatory for the Proponent) authorize the Township to contact the person and/or organization listed on the List of References, for the purpose of obtaining information relating to the Proponent and Project.

The Township reserves the right to call references, if in its sole discretion, finds a need to do so.

The Township reserves the right to check other references other than listed herein. If the Township is unable to obtain a satisfactory reference or if the reference does not respond to the reference call or if the reference chooses not to comment, the reference will be deemed unsatisfactory.

**Professional Consulting Services Agreement - Sample**

This Agreement made as of the \_\_\_\_\_ day of \_\_\_\_\_, 2021.

Between:

**The Township of North Dundas**  
(Hereinafter referred to as the "Township")

- and -

**XXXX**  
(Hereinafter referred to as the "Consultant")

**Engineering Services of Bridges and Culvert Replacements**

Whereas the Township wishes to retain consulting engineering services to successfully position this project for implementation (the "Project");

And whereas the Consultant has agreed to furnish professional services in connection with the Project;

Now therefore, in consideration of the mutual covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties to this Agreement agree as follows:

**Section 1 – Definitions and Interpretation**

1.1 **Definitions.** In this Agreement, the following terms shall have the following meanings:

- (a) "Additional Fees" means additional Consultant fees for additional work to be conducted by the Consultant as a result of a Township approved Change Order;
- (b) "Agreement" means this Agreement and all schedules attached hereto;
- (c) "Change Order" means a document issued by the Township requesting the Consultant to amend, add, or delete any Services as identified in Schedule "A", in the form as requested by the Township;
- (d) "Change Order Request" means a document issued by the Consultant to the Township requesting the Township to consider for approval any amendment, addition, or deletion of any Services as identified in Schedule "A", in the form as requested by the Township;



- (e) “Confidential Information” means:
- (i) Confidential, secret or proprietary information, including data, technical information, financial information, security information and plans, business information (including business plans, strategies and practices) of the Township which is disclosed to or obtained by the Consultant in connection with the fulfillment of the terms of this Agreement;
  - (ii) All information related to the operations of the Township upon which comes to the attention of the Consultant in the course of carrying out the Services; and
  - (iii) All data, formulae, preliminary findings, and other material developed in pursuance of the Project;
- but excludes any such information, which:
- (i) Is or becomes publicly available;
  - (ii) Is already rightfully in the possession of the Consultant and not subject to any pre-existing obligation of confidentiality;
  - (iii) Is independently developed by the Consultant outside the scope of this Agreement; or
  - (iv) Is rightfully obtained by the Consultant from third parties;
- (f) “Consultant’s Contract Manager” means the individual appointed by the Consultant to serve as its primary representative under this Agreement;
- (g) “Consultant Personnel” means the Consultant, the Consultant’s Contract Manager, its officers, employees, agents, contractors, sub-contractors, permitted invitees, consultants, and any other persons that the Consultant involves in the provision of the Services;
- (h) “Person” means a legal entity, individual, corporation, partnership, joint venture, association, trust, pension fund, union, government, governmental body, governmental agency, authority, board, tribunal, commission or department, and the heirs, beneficiaries, executors, legal representatives or administrators of an individual;
- (i) “Project” has the meaning(s) specified in the recitals;
- (j) “Proposal” means the XXXX proposal and section XXX submitted XXXX XX, 2021;
- (k) “RFP” means the Request for Proposal issued by the Township RFP #: PW2021-06 which gives rise to this Agreement;
- (l) “Third Parties” means any person that is not a party to this Agreement, but excludes Ministry and County of Stormont, Dundas and Glengarry;

- (m) "Total Fee" means the total of all the fees for the performance of the Services as shown in Schedule "B", unless otherwise amended by a Change Order;
  - (n) "Township" means the Township of North Dundas and its employees;
  - (o) "Township's Contract Manager" means the Township's Manager of Capital Project, or his/her designate; and
  - (p) "Township Personnel" means the Township, its Mayor and Councillors, officers, employees (including but not limited to the Township's Contract Manager), agents, contractors, consultants, invitees, and licensees.
- 1.2 **Sections & Headings.** The division of this Agreement into Sections and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation of this Agreement. Unless inconsistent with the subject matter or context, references to Sections are to Sections of this Agreement.
- 1.3 **Number, Gender, Person.** Unless inconsistent with the subject matter or context, words importing the singular number shall include the plural and vice versa, and words importing gender shall include the masculine, feminine and neutral genders.
- 1.4 **Currency.** Except where expressly provided otherwise, all amounts in this Agreement are stated and shall be paid in Canadian currency.
- 1.5 **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein and shall be treated in all respects as an Ontario contract. Subject to subsection 2.20, the parties submit to the exclusive jurisdiction of the courts of the Province of Ontario for the resolution of any and all disputes relating to this Agreement or any of its terms.

## Section 2 - General Conditions

- 2.1 **Retainer.** The Township hereby retains the services of the Consultant in connection with the Project and the Consultant hereby agrees to provide the services described herein under the general direction and control of the Township.
- 2.2 **Services.** The Consultant shall perform the following tasks and activities (collectively called the "Services"):
- (a) Carry out the tasks and activities as identified in this Agreement and any Change Orders, including but not limited to those set out in the Township's Request for Proposal RFP # PW2021-06, Addendums and the Consultant's Proposal dated \_\_\_\_\_ attached as Schedule "A" and such services as changed, altered or added to under subsection 2.8;

- (b) Carry out and complete all such tasks and activities, and prepare and submit the deliverables for the Project, in accordance with the time frame as set out in Schedule “A” or as otherwise agreed upon by the Township in writing, including any Change Orders;
- (c) As may be reasonably required by the Township’s Contract Manager throughout the course of the Project, participate in the number of meetings as set out in the Proposal or otherwise provided in this Agreement or any Change Order(s) with, make the number of presentations as set out in the Proposal or otherwise provided in this Agreement or any Change Order(s) to, and respond to questions from such groups and individuals as identified by the Township’s Contract Manager respecting any aspect of the Project;
- (d) To the extent not already covered in this subsection 2.2, any research and development associated with the Project provided that such research and development is naturally inferable from the tasks and activities as identified in Schedule “A”;
- (e) Subject to Schedule “A”, retain and manage the work of any subcontractors as may be required to carry out the tasks and activities as required, including the retainer of subcontractors to carry out the goods and services under the Cash Allowance as may be requested and approved by the Township; and
- (f) Utilize the project management plans and templates as developed by the Consultant and agreed upon by the Township, which project management plans and templates are developed as part the Consultant’s Service deliverables.

The services to be provided by the Consultant and by the Township for the Project are set forth in section 2 and such services as changed, altered or added to under subsection 2.8 are hereinafter called the “Services”. In the event of a conflict between this Agreement and the RFP and the Proposal, the terms of this Agreement shall prevail over the RFP and the Proposal and the terms of the RFP shall prevail over the Proposal.

2.3 **Compensation.** The Township shall pay the Consultant in accordance with the provisions set forth in section 3. For purposes of this agreement, the basis of payment shall be as specified in section 3.

2.4 **Consultant Personnel.**

- (a) The Services to be performed by the Consultant under this Agreement shall be performed by the persons identified as the project team members in the Consultant’s Proposal, with the exception of those subcontractors to be

retained during the course of the retainer as required to carry out tasks and activities and as approved by the Township's Contract Manager.

- (b) The Consultant agrees that it will not change any of the Consultant Personnel and/or their respective roles as listed in the Consultant's proposal unless the Township's Contract Manager approves such a change in writing, such approval not to be unreasonably withheld or delayed, if the Township's Contract Manager requests such a change in writing. If the Township's Contract Manager requests such a change in writing, then the Consultant shall make the changes as required within five (5) business days or in such other reasonable timeframe as approved by the Township's Contract Manager.
- (c) The Consultant shall be responsible for any impact on the Project sustained by the removal and/or changes to the Consultant Personnel, including all costs incurred, unless such changes are requested by the Township and not as a result of a performance issue with the Consultant Personnel. In any event, no changes to the fees as indicated in Schedule "B" shall be permitted without the approval of the Township's Contract Manager.
- (d) The Consultant's Contract Manager shall:
  - (i) Have overall responsibility for managing and coordinating the performance of the Consultant in a prompt and professional manner;
  - (ii) Be authorized to act for and on behalf of the Consultant;
  - (iii) Meet with the Township's Contract Manager at regular agreed-upon intervals to review progress and resolve any issues relating to the Services; and
  - (iv) Attempt to resolve disputes in accordance with this Agreement.
- (e) The Consultant shall not employ, engage, retain or utilize any subcontractors (other than those identified in its Proposal) to assist with the performance of the Services or any other obligations under this Agreement without the prior written approval of the Township's Contract Manager, such approval not to be unreasonably withheld or delayed, or except as identified in the Consultant's proposal.
- (f) The Consultant shall be solely responsible for the payment of any subcontractors employed, engaged, retained or utilized by it.

**2.5 Performance of Services.** The Consultant shall perform the Services in accordance with the terms and conditions as set out in this Agreement. Without limiting the generality of the foregoing, the Consultant shall perform the Services:

- (a) In a professional manner and in accordance with industry standards reasonably applicable to the performance of such obligations;
- (b) To the reasonable satisfaction of the Township's Contract Manager;

- (c) Expeditiously to meet the timelines for the completion of each deliverable of the Services as approved by the Township; and
- (d) In compliance with all applicable laws, including applicable Township by-laws and policies.

## 2.6 Intellectual Property.

- (a) **Ownership of IP Rights**
  - (i) Subject to clause 2.6(a)(ii), neither party will gain by virtue of this Agreement any rights of ownership of copyrights, patents, trade secrets, trademarks or any other intellectual property rights owned by the other.
  - (ii) The Township shall retain exclusive ownership in all components and deliverables created solely under this Agreement and shall own any copyright and patent directly related to and developed solely pursuant to this Agreement.
  - (iii) The Township shall hold the rights of ownership, identified in clause 2.6(a)(ii), in trust for Ministry of Transportation, Federal Government and County of Stormont, Dundas and Glengarry, the non-party beneficiary.
- (b) **Licence to use Pre-existing Information.** In the event that any Consultant's specifications, designs, plans, drawings, software, data prototypes or other technical or business information that existed prior to the performance of the Services ("Pre-existing Information") is incorporated in any components or deliverables created pursuant to this Agreement, the Consultant grants to the Township a nonexclusive, irrevocable, perpetual, royalty-free license to use such Pre-existing Information as part of the components and deliverables created under this Agreement, including the use of such components or deliverables for use by third parties authorized by the Township.
- (c) **Waiver of Moral Rights.** The Consultant shall waive any and all moral rights arising under the *Copyright Act* or at common law in any designs, concepts, component, documentation or any other material developed pursuant to this Agreement as against the Township and anyone claiming rights of such nature from or through the Township.

## 2.7 Records and Audit.

- (a) The Consultant shall keep, in accordance with generally accepted accounting principles, consistently applied, such proper accounts, receipts, vouchers and other documents as will record the Services performed and any related expenses incurred, if any. The Consultant shall retain all such accounts,

records, receipts, vouchers and other documents during the term of this Agreement and at least seven (7) years following its termination or expiry.

- (b) If requested by the Township, the Consultant shall make available to the Township, Ministry, Federal Government and County of Stormont, Dundas and Glengarry, such time sheets, accounts, records, receipts, vouchers and other documents as the Township's Contract Manager considers necessary for the purpose of substantiating the Consultant's invoices.
- (c) The Township may inspect timesheets and record of expenses and disbursements of the Consultant during regular office hours with respect to any item which the Township is required to pay on a time scale or disbursement basis as a result of this Agreement.
- (d) The Consultant, when requested by the Township, shall provide copies of receipts with respect to any disbursement for which the Consultant claims payment under this Agreement.

2.8 **Changes and Alterations and Additional Services.** The Township may in writing at any time after the execution of the Agreement or the commencement of the Services delete, extend, increase, vary or otherwise alter the Services forming the subject of the Agreement, and if such action by the Township necessitates additional staff or services, the Consultant shall be paid in accordance with subsection 3.2 for such additional staff employed directly thereon, together with such expenses and disbursements as allowed under subsection 3.2.

2.9 **Suspension or Termination.** The Township may at any time by notice in writing to the other party, suspend or terminate the Services or any portion thereof at any stage of the project. Upon receipt of such written notice, the Consultant shall perform no further Services other than those reasonably necessary to close out his Services. In such an event, the Consultant shall be entitled to payment in accordance with subsection 3.2 for any of the Consultant's staff employed directly thereon together with such expenses and disbursements allowed under subsection 3.2.

2.10 **Indemnification.**

- (a) **General Indemnity.** The Successful Proponent shall indemnify and save harmless the Owner, its Agents and employees from and against any and all liability whatsoever for losses, liens, charges, claims, demands, payments, suits, actions, recoveries and judgments (including legal fees and expenses) of every nature and description brought or recovered against either the Owner, its Agents and employees, or the Successful Proponent by reason of a negligent act, error or omission of the Successful Proponent, its Agents, employee or licensees in providing the services, including, without limiting the generality of the forgoing, loss or damage to property, injury or the death of any persons,

alleged copyright, patent or other intellectual property rights infringement or interference, defective design or damage to the environment.

- (b) **Intellectual Property Indemnity.** The Consultant shall defend, at its expense, any action brought against the Township and/or any Township Personnel to the extent that the action is based on a claim that any of the Services or deliverables or any part thereof infringes any third-party's intellectual property rights including, without limiting the generality of the foregoing, copyright, trade secret, patent or industrial design rights and the Consultant shall indemnify and hold the Township and Township Personnel harmless with respect to all resulting court costs, damages or settlements awarded against the Township and/or Township Personnel provided that:
- (i) The Township promptly notifies the Consultant of any matter in respect of which the foregoing may apply and of which the Township has knowledge;
  - (ii) The Consultant has sole control over the defence, settlement or compromise of any such action as long as such defence, settlement or compromise does not place any liability or obligation on the Township; and
  - (iii) The action is not over any content or data provided to the Consultant by the Township.

If any of the Services or deliverables or any part thereof becomes, or in the Consultant's opinion are likely to become, the subject of a claim based on an alleged infringement or breach as aforesaid, the Consultant may, at its expense and option, with prior written notice to the Township do one of the following:

- (i) Modify the applicable part of the Services or deliverable so that there is no longer any infringement or breach, provided that such modification does not adversely affect the functional capabilities of the Services or deliverable as set out herein or Change Order;
- (ii) Procure for the Township the right to continue to use the applicable part of the Services or deliverables; or
- (iii) Substitute for the applicable part of the Services or deliverables with other components having a capability equivalent to the replaced part of the Services or deliverables which would satisfy the Consultant's obligations as set out herein.

## 2.11 Insurance.

The Successful Bidder shall, at their own expense, within ten (10) days of notification of acceptance and prior to the commencement of work, obtain and maintain until the termination of the contract or otherwise stated, provide the Township with evidence of:

### A. Commercial General Liability Insurance

Commercial General Liability Insurance issued on an occurrence basis for an amount of not less than \$5,000,000.00 per occurrence/aggregate for any negligent acts or omissions

relating to their obligations under this Agreement. Such insurance shall include, but is not limited to bodily injury and property damage including loss of use; personal injury; contractual liability; premises, property & operations; non-owned automobile; broad form property damage; broad form completed operations; Townships and Contractors Protective; occurrence property damage; products; employees as Additional Insured(s); contingent employers' liability; tenants' legal liability; cross liability and severability of interest clause.

Such insurance shall add the Township of North Dundas as Additional Insured with respect to the operations of the Successful Bidder. This insurance shall be non-contributing with and apply as primary and not as excess of any insurance available to the Township.

**B. Automobile Liability Insurance**

Automobile liability insurance with respect to owned or leased vehicles used directly or indirectly in the performance of the services covering liability for bodily injury, death and damage to property with a limit of not less than \$2,000,000.00 inclusive for each and every loss.

**C. Professional Liability Insurance – Consulting and Inspection Services**

Professional liability (errors and omissions) insurance coverage shall be obtained by any contractor providing consulting or inspection services to a limit of not less than \$1,000,000.00. If such insurance is written on a claim made basis, coverage shall include a 24-month extended reporting period or be maintained for a period of two years subsequent to conclusion of services provided under this Agreement.

**D. Environmental Impairment Liability – If Applicable**

Environmental Impairment Liability with a limit of not less than \$2,000,000.00. Per Incident /Annual Aggregate. Coverage shall include Third Party Bodily Injury and Property Damage including restoration clause. If such insurance is issued on a claims-made basis, coverage shall contain a 24-month extended reporting period or be maintained for a period of two (2) years subsequent to conclusion of services provided under this Agreement.

The Successful Bidder is responsible to effect physical damage on their assets/equipment—failure to do so will not impose any liability on the Township.

The Township reserves the right to assess exposures and add additional insurance requirements, where deemed necessary.

Any deductible shall be subject to approval by the Township and cannot for any of the above referenced insurance exceed \$10,000.00. It is further agreed that all deductibles shall be the sole responsibility of the Successful Bidder and the Township shall bear no costs towards such deductibles.

The Successful Bidder shall provide the Township with a certificate of insurance evidencing coverage as noted above. Such policies shall not be cancelled, changed or lapsed unless the Insurer notifies the Township in writing at least thirty (30) days prior to the effective date of the such cancellation, material change or lapse. The insurance policy will be in a form and



with a company licensed to write business in the Province of Ontario and which are, in all respects, acceptable to the Township. The contractor is required to file updated certificates of insurance prior to policy expiration dates.

### **Indemnification, Defend and Hold Harmless**

The Successful Bidder shall indemnify, defend and save harmless Township, their elected officials, officers, employees, and agents from and against any and all claims, actions, losses, expenses, fines, costs (including legal costs), interest, or damages of every nature and kind whatsoever, including, but not limited to, bodily injury or damage to or destruction of tangible property including loss of revenue arising out of or allegedly attributable to the negligence, acts, errors, omissions, whether willful or otherwise by the Bidder, their officers, employees, agents, or others for whom the Bidder is legally responsible. This indemnity shall be in addition to and not in lieu of any insurance to be provided by the Bidder in accordance with this agreement and shall survive this agreement.

### **Workplace Safety and Insurance Board Coverage**

The Successful Bidder must obtain and forward to the Township, a letter of clearance from the Workplace Safety and Insurance Board (WSIB) stating that he/she is in good standing with the Board. The clearance certificate's validity period is up to ninety (90) days and new clearance is automatically generated four (4) times per year (May 20, August 20, November 20, and February 20) for Successful Bidders in good standing with the Workplace Safety and Insurance Board. It is the responsibility of the Successful Bidder to ensure that it obtains and maintains proper and adequate coverage used for this project, as would be required of any prudent Successful Bidder. Work may not be authorized to begin until this document is received by the Township of North Dundas.

- 2.12 **Contracting for Construction.** Neither the Consultant nor any person, firm or corporation associated or affiliated with or subsidiary to the Consultant shall tender for the construction of the Project, or have an interest either directly or indirectly in the construction of the Project.
- 2.13 **Assignment.** Neither party may assign this Agreement without the prior consent in writing of the other Party.
- 2.14 **Previous Agreements.** This Agreement supersedes all previous agreements, arrangements or understandings between the parties whether written or oral in connection with or incidental to the Project.
- 2.15 **Approval by Other Authorities.** Unless otherwise provided in this Agreement, where the work of the Consultant is subject to the approval or review of an authority, department of government, or agency other than the Township, such applications for approval or review shall be the responsibility of the Consultant, but shall be submitted through the offices of the Township and unless authorized by the Township in writing,

such applications for approval or review shall not be obtained by direct contact by the Consultant with such other authority, department of government or agency.

- 2.16 **Sub-Consultants.** The Consultant may engage others as sub-consultants for specialized services provided that prior approval is obtained, in writing, from the Township and may add a mark-up of not more than 5% of the cost of such services to cover office administration costs when claiming reimbursement from the Township by the Consultant for the specialized services in accordance with subsection 3.2.
- 2.17 **Inspection.** The Township, or persons authorized by the Township, shall have the right, at all reasonable times, to inspect or otherwise review the Services performed, or being performed, under the Project and the premises where they are being performed.
- 2.18 **Publication.** The Consultant agrees to obtain the consent in writing of the Township before publishing or issuing any information regarding the Project.
- 2.19 **Confidential Data.** The Consultant shall not divulge any specific information identified as confidential, communicated to or acquired by him/her, or disclosed by the Township, Ministry, Federal Government or County of Stormont, Dundas and Glengarry in the course of carrying out the Services provided for herein. These obligations of confidentiality shall not apply to information which is in the public domain, which is provided to the Consultant by a third party without obligation of confidentiality which is independently developed by the Consultant without access to the Township's information, or which is required to be disclosed by law or by court order. No such information shall be used by the Consultant on any other project without the approval in writing of the Township.
- 2.20 **Dispute Resolution.**
- (a) If requested in writing by either the Township or the Consultant, the Township and the Consultant shall attempt to resolve any dispute between them arising out of or in connection with this Agreement by entering into structured non-binding negotiations with the assistance of a mediator on a without prejudice basis. The mediator shall be appointed by agreement of the parties. If a dispute cannot be settled within a period of ninety (90) calendar days with the mediator, the dispute shall be referred to and finally resolved by arbitration under the rules of the province having jurisdiction or by an arbitrator appointed by the agreement of the parties.
  - (b) No person shall be appointed to act as mediator or arbitrator who is in any way interested, financially or otherwise, in the conduct of the work on the Project or in the business or other affairs of either the Township or the Consultant.
  - (c) The award of the arbitrator, including an award for costs if applicable, shall be final and binding upon the parties.

- (d) The provisions of the *Arbitration Act, 1991*, S.O. 1991, Chapter 17, as amended shall apply.

2.21 **Time.** The Consultant shall perform the Services expeditiously to meet the requirements of the Township and shall complete any portion or portions of the Services in such order as the Township may require.

The Township shall give due consideration to all designs, drawings, plans, specifications, reports, tenders, proposals and other information submitted by the Consultant, and shall make any decisions which s/he is required to make in connection therewith within a reasonable time so as not to delay the work of the Consultant.

## 2.22 **Estimates, Schedules and Staff List**

- (a) **Preparation of Estimate of Fees, Schedule of Progress and Staff List.** When requested by the Township, and where payment is calculated on a time basis, the Consultant shall provide, for approval by the Township:
  - (i) An estimate of the total fees to be paid for the Services.
  - (ii) A Schedule showing an estimate of the portion of the Services to be completed in each month and an estimate of the portion of the fee which will be payable for each such month.
  - (iii) A Staff list showing the number, classifications and hourly rate ranges for staff, Principals and Executives, for which the Consultant will seek payment on a time basis. The Consultant shall relate such information to the particular type of work that such staff is to perform, while employed on the Project. Such list shall designate the member of the Consultant's staff who is to be the liaison person between the Consultant and the Township.
- (b) **Subsequent Changes in the Estimate of Fees, Schedule of Progress and Staff List.** The Consultant will require prior written approval, from the Township for any of the following changes:
  - (i) Any increase in the estimated fees beyond those approved under clause 2.22(a)(i).
  - (ii) Any change in the schedule at progress which results in a longer period than provided in clause 2.22(a)(ii).
  - (iii) Any change in the number, classification and hourly rate ranges of the staff provided under clause 2.22(a)(iii).

- (c) **Monthly Reporting of Progress.** When requested by the Township, the Consultant shall provide the Township with a written report showing the portion of the Services completed in the preceding month as per the templates to be provided by the Township.
- 2.23 **Schedules.** The following Schedules are attached hereto and form an integral part of this Agreement:  
Schedule A: Scope of Services  
Schedule B: Fee Schedule  
Schedule C: Invoicing Backup Templates
- 2.24 **Ministry Permits.** Upon request by the Township, Consultant shall make application to the Ministry in a form satisfactory to the Ministry and at no Township's cost and expense and accompanied by ten (10) sets of contract drawings and documents prepared according to the terms and conditions of this Agreement and approved by the Ministry. Township will pay related permit fees directly to the Ministry.

### Section 3 - Fees and Disbursements

- 3.1 **Fee for the Services.** For the performance of the Services, the Township shall pay the Consultant a maximum of \$\_\_\_\_\_, and in accordance with Schedule "B". All fees shall be inclusive of all disbursements and expenses, and all staff, equipment, accommodations and technical assistance necessary to perform the Services and all overhead expenses in connection therewith. The Harmonized Sales Tax as applicable shall be paid by the Township in addition to the fees. The Township shall only be responsible to pay the Consultant for Services satisfactorily performed.

During the term of this Agreement the prices quoted by the Consultant in this Agreement are not subject to change without the prior written consent of the Township. The Consultant shall not be entitled to any increases in the upset limit of the Agreement or to the prices for any of the individual items, milestones or phases for any reason whatsoever, including, but not limited to, increases in prices due to inflation or due to the escalation of labour or material costs.

- 3.2 **Fee for Change Orders.** The Township and the Consultant may agree in writing on applicable Additional Fees for any additional Services required as a result of a Change Order.

If a Change Order results in a reduction of the Services to be performed by the Consultant, the Total Fee, as applicable, payable by the Township shall be adjusted accordingly.

- 3.3 **Obligation to Perform.** Even if a fee is based on a per diem or hourly or other time-based rate, or on an estimate of disbursements and expenses, the Consultant shall perform all the Services in accordance with the standards in Terms of Reference

notwithstanding the actual time spent by the Consultant, or the actual disbursements or expenses incurred in performing the Services may be greater than the Total Fee or Additional Fee, as applicable. Neither such rate, expenses, or disbursements nor any provision of this Agreement shall relieve the Consultant from performing all the Services or performing to a lower standard than that stated in Terms of Reference, or reduce the Consultant's obligation to one of performing only some proportionate or other part of the Services.

### 3.4 Invoices

- (a) The Consultant may submit a monthly invoice to the Township for the Services already performed in accordance with this Agreement. The Consultant shall submit any supporting documentation to substantiate the invoice, if so requested by the Township's Contract Manager.
- (b) Any invoice issued by the Consultant shall clearly identify, at a minimum:
  - (i) The name of the Project;
  - (ii) The Services performed for which the invoice is issued;
  - (iii) The amount invoiced showing separately any applicable taxes with the applicable Harmonized Sales Tax/Goods and Services Tax registration number;
  - (iv) The Purchase Order number for the Project as provided by the Township at the commencement of the Project; and
  - (v) Invoicing backup templates in accordance with Schedule "C".
- (c) The Consultant shall clearly segregate the Services performed by the Consultant and any work conducted under Change Order.
- (d) The Township may withhold the full or part of the payment on an invoice if the Township is not satisfied with the details and information provided on the invoice and any supporting documentation or if the Consultant is in default of its obligations under this Agreement.

- 3.5 **Payment.** The Township shall pay the amount of any invoice submitted in accordance with subsection 3.4 within thirty (30) days of the date of receipt, provided that the Services as identified on the invoice have been performed to the reasonable satisfaction of the Township's Contract Manager.

The parties acknowledge that the Township may, in its sole discretion, avail itself of any prompt payment discount offered by the Consultant. The Consultant shall not be entitled to claim, demand or receive any interest upon any payments on account of delay in approval or payment by the Township.

## Section 4 - General

- 4.1 **Notice.** For the purposes of this procurement process, the Township's "Procurement Representative" will be:  
**KHURRAM TUNIO**
- Proponents with questions related to the detailed specification or the nature of the work required may contact only, KHURRAM TUNIO, in writing only, by email to [tenders@northdundas.com](mailto:tenders@northdundas.com).
- Any questions, requests for information, or comments on this RFT should be addressed not later than 1:00 pm AUGUST 4, 2021, to allow staff time to respond or to prepare and distribute an Addendum as necessary, and to allow time for Proponents to receive and process the new information.
- Unless otherwise indicated, the RFT is available on the Township website at [www.northdundas.com](http://www.northdundas.com).
- In accordance with the Township Purchasing Policy By-law, Municipal Council members and employees, other than the employees who are the official contact persons identified in the RFT, are prohibited from discussing any aspect of a Tender process with a prospective Proponent from the time the RFT is issued until such time as an award report has been prepared and submitted to the appropriate approval authority.
- Proponents are cautioned, therefore, to deal exclusively with the Municipal Contact persons referenced in this Section.
- 4.2 **No Amendment.** This Agreement may only be changed or amended in writing duly executed by the duly authorized representatives of both parties.
- 4.3 **Waiver of Breaches.** In the event of a breach of any provision of this Agreement by one party to this Agreement, no action or failure to act by the other party shall constitute a waiver of any right or duty afforded by that party under this Agreement, nor shall any such action or failure to act constitute an approval of or acquiescence in any such breach, except as may be specifically agreed to in writing by the party that is not in breach.
- 4.4 **Severability of Provisions.** If any of the provisions of this Agreement shall be illegal or invalid, such illegality or invalidity shall not render the whole agreement illegal or invalid, but the Agreement shall be construed as if it did not contain the illegal or invalid provision(s), and the rights and obligations of the parties shall be construed and enforced accordingly.
- 4.5 **Entire Agreement.**
- (a) This Agreement and any Change Order and purchase order issued by the Township, constitute the entire agreement between the parties with respect to the subject matter of the Agreement and supersede all previous negotiations, proposals, commitments, writings and understandings of any nature whatsoever, whether oral or written, except as referenced in, and made part of, this Agreement, particularly the RFP and the Proposal attached as Schedule "A".

- (b) Should there be a conflict between the Agreement and any related documentation, the order of precedence shall be as follows:
- (i) The duly signed Agreement preceding the Schedules;
  - (ii) The Township's Change Orders (including any purchase orders issued for these Change Orders);
  - (iii) The Schedules of the Agreement;
  - (iv) Any Addenda to the RFP;
  - (v) The RFP Document;
  - (vi) Any modifications to the Proposal acceptable to the Township, in its sole discretion; and
  - (vii) The Proposal submitted by the Proponent

4.6 **Time.** Time shall be of the essence in all respects of this Agreement.

4.7 **Further Assurances.** Each of the parties hereby covenants and agrees to execute and deliver such further and other agreements, assurances, undertakings, acknowledgements or documents, cause such meetings to be held, resolutions passed and by-laws enacted, exercise their vote and influence and do and perform and cause to be done and performed any further and other acts and things as may be reasonably necessary or desirable in order to give full effect to this Agreement and every part hereof.

4.8 **No Partnership.** Nothing in this Agreement shall be construed as creating any agency, employment relationship, partnership, principal-agent or other form of joint venture between the parties. The Consultant shall have no authority to bind the Township.

4.9 **Assignment.** The Consultant may not assign all or any portion of its rights and obligations under this Agreement without the Township's written consent, which may be arbitrarily and unreasonably withheld.

4.10 **Successors.** Subject to subsection 4.9, this Agreement shall ensure to the benefit of and be binding upon the parties and their respective successors and assigns.

4.11 **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original and all of which, taken together, shall constitute one and the same instrument.

