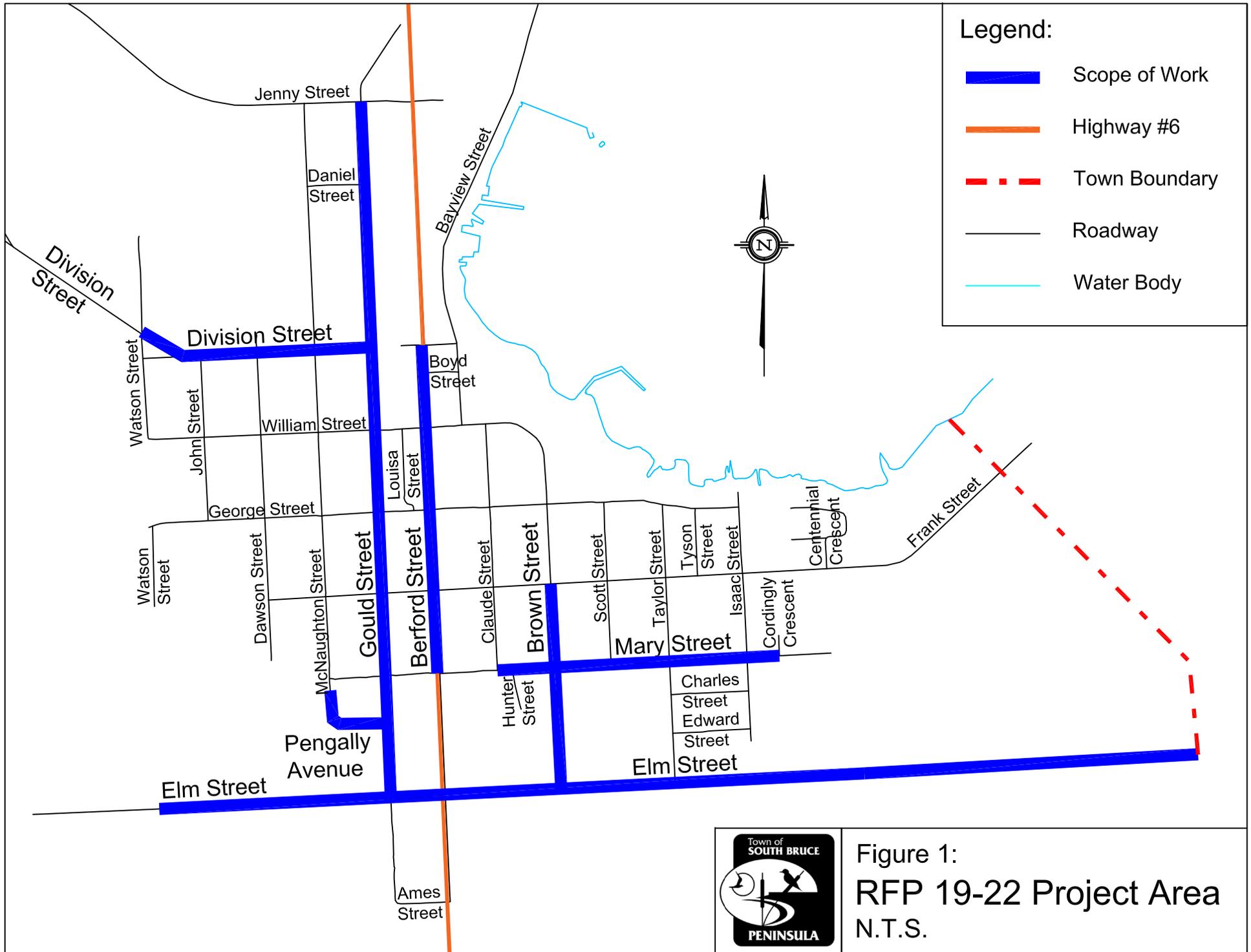


**Town of South Bruce Peninsula**

**RFP 19-22**

**Engineering Services for Berford, Elm, Gould,  
Brown, Mary, Division Streets, and Pengally Avenue**

**Issued: May 17, 2019**



## **Section 1 – General Conditions**

### **1.1 Instructions**

#### **Description of Undertaking**

The Town of South Bruce Peninsula (Town) wishes to engage the services of a consulting engineering firm (Consultant) to provide detailed design engineering, project management, and construction administration services for the purpose of water, sanitary sewer, and storm sewer replacement and road reconstruction on a number of roads within the Wiarton settlement area of the Town. These roads include:

- Berford Street from Division Street to Mary Street;
- Gould Street from Division Street to Ames Street;
- Elm Street from Berford Street to the undeveloped extension of Watson Street;
- Elm Street from Berford Street eastward to the Town limit;
- Brown Street from Frank Street to Elm Street;
- Mary Street from Claude Street to Cordingly Crescent;
- Division Street from Watson Street to Berford Street; and
- Pengally Avenue.

The above roads have been identified as a priority due to a combination of condition, opportunity to create capacity for growth, and in order to be poised to apply for grant funding for shovel-ready projects, should any become available. The intention is that once the design is complete, the project may proceed immediately, but it will be subject to Council approval and timelines may be adjusted.

The Town intends to carry out this project as a series of large construction projects; as such, the individual roads are discussed separately for severability and billing purposes. However, due to the large overall scope of the project, the Town expects to capitalise on economies of scale for both consulting services and, ultimately, contractor pricing.

The Consultant shall determine an appropriate servicing strategy and generate engineering drawings suitable for construction, including all associated documentation. The consultant shall also provide within the proposal, contract administration and site supervision during the construction phase of the project; however, as noted above, there is no guaranteed timeline for construction at this time. It is envisioned that the project will be constructed as a series of large construction contracts, however the specifics of timing may be dependent on the Town being awarded grant funding.

The proposal must be completed and signed where applicable. The Town is using the “two (2)-envelope” system for receiving proposals. The technical and pricing portions of the Proposal shall be submitted in separate, sealed envelopes. Each envelope shall have the appropriate submission label attached to it. Proposal submission instructions are detailed in Section 4 of this RFP. Generally, the proposal submission must include the following:

- Three (3) hard copies and one (1) digital copy (CD or USB flash drive) of the technical portion of the proposal (excluding the fee structure) to be submitted in one sealed envelope;
- One (1) hard copy and one (1) digital copy (CD or USB flash drive) of the fee portion of the proposal to be submitted in a sealed envelope, separate from the technical portion of the proposal; and
- The various forms, as specified and described later in this RFP, inserted in the corresponding envelopes.

It is the Proponent's responsibility to ensure the submission is complete.

Please submit the complete proposal, including the attached forms, in sealed envelopes with the address label sheets provided by the Town, firmly affixed to the outside of the envelopes, quoting the above project number and closing date and forward before:

**June 6, 2019 at 1:00 pm Local Time to:**

Lara Widdifield, C.E.T.  
Director of Public Works  
Town of South Bruce Peninsula  
315 George St, PO Box 310  
Warton, ON N0H 2T0

All interested parties shall contact Karen Cameron, Public Works Office Coordinator, in writing at [karen.cameron@southbrucepeninsula.com](mailto:karen.cameron@southbrucepeninsula.com) to register as a plan taker. All addenda, amendments or further information will be provided to the registered plan takers.

## 1.2 Definitions

**Agreement:** Refers to the agreement that will be entered into with the Consultant.

**Council:** Refers to the Council of the Town of South Bruce Peninsula.

**Consultant:** Refers to the Proponent selected to undertake the work covered by this RFP, if any.

**Town/Corporation:** Refers to the Corporation of the Town of South Bruce Peninsula.

**Proponent:** Refers to any eligible entity submitting a Proposal.

**Project:** Refers to the provision of consulting services with the objective of replacing infrastructure on the named roads within the stated limits, including but not limited to: development of engineering construction drawings and documentation, tender documents, cost estimates, public liaison, contract administration, and construction supervision.

**Proposal:** Refers to the proposals that are submitted in response to this RFP by the Proponents and after the Project has been awarded, to the Proposal submitted by the Consultant.

### **1.3 Accessibility**

As of January 1, 2012, Proponents must meet the requirements of the Customer Service Standard of the *Accessibility for Ontarians with Disabilities Act, 2005*.

### **1.4 Late Submissions**

Proposals received after the official closing time will not be considered during the selection process and will be returned, unopened, to the respective Proponent.

### **1.5 Inquiries**

Inquiries concerning the RFP process, its requirements and the results are to be directed to:

**Lara Widdifield, C.E.T.  
Director of Public Works**

**E-mail: [lara.widdifield@southbrucepeninsula.com](mailto:lara.widdifield@southbrucepeninsula.com)**

It is preferred that Proponents submit their questions by e-mail. Questions of clarification will be answered individually. The response(s) to any question(s) that, in the Town's opinion, modifies the scope or requires clarification of the RFP will be circulated in writing as an Addendum to all registered document takers who have received the RFP document from the Corporation.

It is the Town's position that the scope of work for this Project has been set out in sufficient detail in this RFP that it will not be disclosing the budget it has allocated for the Project prior to the proposals being received.

Inquiries must be received no later than 2:00 PM, May 29, 2019 otherwise a response may not be provided.

### **1.6 Examination of Proposal Documents**

Each Proponent must satisfy himself/herself as to the full requirements of the proposed work. There will be no consideration of any claim, after Proposals are submitted, if there is a misunderstanding with respect to the minimum requirements indicated in this RFP. Should the Proponent require more information or clarification on any point, it must be obtained prior to the submission of the Proposal.

### **1.7 Completion of the Proposal**

All entries shall be clear, legible and made in a non-erasable medium. Alterations may be made provided they are legible and initialed by the Proponent's signing officer.

## **1.8 Addenda**

If deemed necessary by the Town, addenda will be distributed to all registered document takers of this RFP. Addenda will be distributed using the latest contact information as provided by the Proponent. It is the Proponent's responsibility to notify the Corporation of any changes to their email or mailing address. It is also the Proponent's responsibility to ensure all addenda have been received.

## **1.9 Acceptance or Rejection of Proposal**

The Corporation reserves the right to reject any or all Proposals and to waive formalities as the interests of the Town may require without stating reasons therefore.

Notwithstanding and without restricting the generality of the foregoing, the Town shall not be required to accept and award a Proposal or issue a modified RFP at a later date.

The RFP process set out in this document is in accordance with the Town of South Bruce Peninsula Purchasing Policy. The Town shall not be responsible for any liabilities, costs, expenses, loss or damage incurred, sustained or suffered by any Proponent by reason of the acceptance or the non-acceptance by the Town of any Proposal or by reason of any delay in the acceptance of a Proposal, except as provided in the RFP document.

## **1.10 Proposal Award Procedures**

Proposals will be evaluated by an internal committee subsequent to the closing date and time.

It is the intent of the Town to review and award a engineering services contract for the Project by June 28, 2019. A detailed schedule for completion of the Project is in Section 2 of this RFP. The Town has some flexibility with completion of all sub-tasks to 90%; all of the sub-tasks in the project shall be 90% complete by September 1, 2020. However, it is expected that the documentation for at least the first phase of construction shall be sufficiently complete for construction to begin in April of 2020. The sub-task to be constructed first shall depend on grant approval and feasibility, and will be determined during the preliminary design phase..

It should be noted that if the Town is successful in obtaining grant funding from the Investing in Canada Infrastructure Program and/or Connecting Link grant funding, portions of the project may be severed and/or prioritised to meet the terms of the funding program. The Town will make every effort to complete the review and award process in a timely manner but reserves the right to modify any or all dates at its sole discretion.

Notice of acceptance of a Proposal, and award of a contract for the Project, will be by telephone and/or by written notice. Thereafter, an agreement will be entered into with the Consultant, as detailed below.

Proponents are advised there will not be a public opening for this RFP. However, the Staff report to Council that deals with the RFP award will be a public document

### **1.11 Agreement with Consultant**

The Consultant will be required to enter into a written agreement, the Agreement, for the Project in a form acceptable to the Town. The Agreement will be in substantially the same form as is attached to this RFP as **Appendix A**.

### **1.12 Responsibility for Damages**

The Consultant shall indemnify and save harmless the Town from and against all claims, demands, loss, cost, damages, actions, suits or other proceedings by whomsoever made, brought or executed by, or attributed to any such damages, injury or infringement as a result of activities under this Project.

### **1.13 Protection of Work and Property**

The Consultant shall provide continuous and adequate protection of all work from damage and shall protect the Corporation's property from injury or damage arising from, or in connection with, this work. The successful Proponent shall make good any such damage or injury.

### **1.14 Limited Liabilities**

The Town's liability for the work undertaken pursuant to the Project shall be limited to the actual goods/services ordered and provided.

### **1.15 Proponent Expense**

Any expenses incurred by the Proponent in the preparation of the Proposal submission are entirely the responsibility of the Proponent and will not be charged to the Corporation.

### **1.16 Bribery or Corrupt Practice**

Should the any proponent or any of his agents give, or offer any gratuity to, or attempt to bribe or influence any member of the Town Council, officers or servants of the Town, the Town of South Bruce Peninsula shall be at liberty to reject their proposal forthwith or to direct the Town to take the whole or any part of the works out of the hands of the successful proponent under the same provisions as those specified.

### **1.17 Regulation Compliance and Legislation**

The Consultant shall ensure all services and products provided in respect to this Proposal are in accordance with, and under authorization of all applicable authorities, Municipal, Provincial and Federal legislation. The Consultant shall abide by all Acts, By-laws and Regulations relative to the performance of the work.

### **1.18 Proposal Selection Criteria**

The acceptance of a Proposal will be contingent upon, however not limited to, the following considerations:

- the Qualifications and Experience of the Proponent;
- the proposed Methodology for completing the Project;
- the proposed Work Plan;
- the proposed Schedule set out on a Gantt chart to be submitted with the proposal; and
- the Pricing

The Town intends to accept the proposal that provides the best value for the money spent.

A detailed Evaluation Selection Criteria table is included in Section 3 of this RFP.

The lowest-priced or any Proposal may not necessarily be accepted.

### **1.19 Extra Work**

No work shall be regarded as extra work, unless it is authorized in writing by the Corporation. The agreed price for any extra work shall be included in the written authorization for the extra work.

### **1.20 Terms of Payment**

Unless otherwise stated herein, the Corporation's normal terms of payment will be Net Thirty (30) calendar days from the date the invoice is received. Payment terms shall only be modified at the sole discretion of the Town to take advantage of any discounts that may be offered by the Consultant for prompt payment or for other terms that shall be deemed to be in the best interests of the Town.

For this project, the Consultant shall invoice the Town at the end of each month. Each invoice amount will be for actual time spent, however the Town will withhold 10% of the total cost of the work, including extra work, until all the deliverables for the Project have been submitted in a form acceptable to the Town. Costs for any extra work the Town has approved in writing may be invoiced for at the end of the month when the extra work was done.

Price changes caused by Provincial or Federal government tax legislation will be accepted but notice of such changes must be submitted in writing and accepted by the Town prior to being invoiced. All prices quoted shall be in Canadian funds. Invoices shall be forwarded to the attention of:

**Town of South Bruce Peninsula**  
**Accounts Payable**  
**P.O. Box 310, 315 George St. Wiarton ON, N0H 2T0**

### **1.21 Insurance and Indemnification, WSIB Requirements, and Health and Safety Policies**

The Consultant shall, at its own expense, obtain and maintain until the termination of the Agreement, the following:

- a) Commercial Liability Insurance on an occurrence basis for an amount not less than five million, (\$5,000,000) dollars;
- b) Professional Errors and Omissions Insurance on an occurrence basis for an amount not less than five million (\$5,000,000) dollars;
- c) Automobile Liability on all vehicles owned, operated or licensed in the name of the Consultant in the amount of not less than two million (\$2,000,000) dollars on an occurrence basis; and
- d) Shall include the Corporation of the Town of South Bruce Peninsula as an additional insured with respect to the Consultant's operations, acts and omissions relating to its obligations under the Agreement to be entered into, pursuant to this RFP, such policy to include non-owned automobile liability, personal injury, broad form property damage, contractual liability, owners' and proponents' protective products and completed operations, contingent employers liability, cross liability and severability of interest clauses.

The Consultant shall provide the Town with evidence that the above policies are in full force and effect, and they will not be cancelled or permitted to lapse unless the insurer notifies the Town in writing at least thirty (30) days prior to the effective date of cancellation or expiry.

The Consultant shall not commence work until such time as the required evidence of insurance has been filed with, and approved by, the Town. The Consultant shall also file evidence of the continuance of said insurance with the Town at the renewal date for each policy for the duration of the Agreement.

The Consultant shall indemnify and hold the Town harmless from and against all liability, loss, claims, demands, costs and expenses, including reasonable legal fees, occasioned wholly or in part by any acts or omissions either in negligence or in nuisance whether wilful or otherwise by the Consultant, its agents, officers, employees or other persons for whom the Consultant is legally responsible.

The Consultant shall provide a Certificate of Clearance from the Workers Safety Insurance Board (WSIB) to the Town prior to commencing any work on the Project. Updated Certificates of Clearance shall be provided when requested by the Town.

The Consultant and the Town shall exchange their respective Health and Safety Policies as information for the other party this exchange shall occur prior to the Consultant commencing any work on the Project.

### **1.22 Assignment of Work**

The Consultant shall not assign transfer, convey, sublet, subcontract, or otherwise dispose of the Agreement that may be entered into pursuant to this RFP or dispose of his/her right, title or interest therein, or his power to execute such work, to any other person, company or corporation, without the prior written consent of the Town, which consent shall not be unreasonably withheld. Failure to obtain this consent may result in the termination of the Agreement with the Consultant.

The Consultant is fully responsible to the Corporation for the acts and omissions of its subcontractors and/or persons directly or indirectly engaged by the Consultant to complete the Project. Subcontractors will be required to abide by all the requirements of the Contract document as though they were the Consultant (Insurance, WSIB, Health and Safety Policy, etc.). The Consultant agrees to bind every subcontractor by the terms of the Contract as far as it is applicable to their work.

### **1.23 Cancellation**

The Corporation reserves the right to immediately terminate the Agreement at its own discretion, as a result of non-performance, late deliveries, inferior quality, pricing problems, etc.

If the Consultant should neglect to execute the work properly or fail to perform any of the work that is part of the Project, the Corporation, after three (3) business days' written notice to the Consultant, may, without prejudice to any other remedy in existence, make good such deficiencies and may deduct the cost thereof from any payment then and thereafter due to the Consultant. Continued failure by the Consultant to execute the work properly shall result in a termination of the Agreement. The Corporation shall provide written notice of termination.

The Corporation may elect to terminate the Agreement if the original terms and conditions are significantly changed, after giving thirty (30) calendar days written notice to the Consultant.

Either party may terminate the Agreement by giving the other party sixty (60) calendar day's written notice. A period of less than sixty (60) calendar days to terminate the arrangement may be negotiated if mutually agreeable among the parties involved.

Failure to maintain the required documentation during the term of the Agreement may result in suspension of the work activities and/or cancellation of the Agreement.

The Town intends to follow through with construction within 1-3 years of the completion of design, however this timeline cannot be guaranteed. The Town will discuss reasonable and justifiable modifications to the submitted consulting services and fees

with the successful consultant, in the event that the project is extended beyond the estimated timeline.

#### **1.24 Performance**

The Town may evaluate the performance of the Consultant during and/or when the Project is completed or terminated. If evaluated, the Consultant's performance shall be rated on a scale of 0-4 (0- Not rated, 1-poor, 2-below standard, 3-standard, 4-excellent) under the following categories:

- a) Administration
- b) Adherence to Specifications and Special Provisions
- c) Public Relations
- d) Condition and Sufficiency of Equipment
- e) Safety Procedures
- f) Organization, Co-ordination and Efficiency
- g) Environmental Compliance

The performance rating shall be determined based on the everyday performance of the work contemplated by the Agreement, quality assurance test(s), letters, and written instructions to the Consultant.

If evaluated, a copy of the completed Consultant's performance report shall be provided to the Consultant. If the Consultant disagrees with any portion of the Consultant's performance report, he shall advise the Town of his specific objections, in writing, within twenty (20) days of the date of the report.

If the Consultant is evaluated as poor or below standard in three categories or not rated in two areas, the Town may disqualify the Consultant from submitting proposals for, or otherwise bidding on, RFP's or other contracts the Town may issue for a period of up to two years from the date the Project was completed or terminated. The length of the termination will depend on the nature of the unsatisfactory performance.

If the Consultant is evaluated as poor or below standard in two or more evaluation categories on two performance reports for the Consultant, on different contracts, within twelve months, the Town may disqualify the Consultant from submitting proposals for, or otherwise bidding on, other contracts the Town may issue for a period ranging from three months to two years from the date of the completion or termination of the last contract. The length of the termination will depend on the nature of the unsatisfactory performance.

The decision of the Town in respect of the Consultant's performance report shall be final and binding for all purposes.

#### **1.25 Governing Laws**

The Agreement with the Consultant, and any subsequent arrangements, will be interpreted and governed by the laws of the Province of Ontario.

## **1.26 Freedom of Information**

Any personal information required in the Proposal is received under the authority of the *Municipal Freedom of Information and Protection of Privacy Act, 1989, RSO, 1990*. This information will be an integral component of the proposal submission.

The Proposal that is approved by Council will become part of the public record. As such, all information contained in them is available to the public, including personal information.

All Proposals submitted to the Town become the property of the Town and as such, are subject to the *Municipal Freedom of Information and Protection of Privacy Act*. Proponents may mark any part of their submission as confidential except for the total proposal price and the Proponent's name. The Town will use its best efforts not to disclose any information so marked, but shall not be liable to a Proponent where information is disclosed by virtue of an order of the Privacy Commissioner, or otherwise, as required by law. Upon award, the Town may release the name of the Proponent whose Proposal has been accepted by Council and with whom the Town will be entering into an agreement, the name and telephone number of the contact person and the total proposal price.

Questions about collection of personal information and the *Municipal Freedom of Information and Protection of Privacy Act, 1989, R.S.O. 1990*, Chapter M.56, as amended, should be directed to:

**Town Clerk, Town of South Bruce Peninsula  
315 George St, PO Box 310  
Warton, ON N0H 2T0**

## **1.27 Conflict of Interest**

In addition to complying with the conflict of interest provisions, each Proponent must declare in its proposal any conflict of interest (actual or potential) which exists now or may exist in the future for the company, its employees, agents, and officers in respect of its participation in this RFP process, the submission of its proposal, and, if selected, the performance of its responsibilities as the Consultant. The Town will determine, in its sole discretion, whether any situation constitutes or may constitute a real or potential conflict of interest and reserves the right, in its sole discretion, to disqualify any Proponent.

Proponents must describe in their proposal, their process for identifying, disclosing, reporting and dealing with conflicts of interest that may arise in the future.

## **1.28 Confidentiality**

Proponents shall not at any time before, during or after completion of the project, divulge any confidential information communicated to, or acquired by, the Proponent or disclosed by the Town.

## Section 2 – Background and Technical Requirements

### 2.1 Background Information

In 1999, the Town of South Bruce Peninsula was formed through the amalgamation of the former Townships of Albemarle, Amabel, the Village of Hepworth and the Town of Wiarton. The amalgamated Town has an approximate population of 8,500, but the Wiarton settlement area has a population of approximately 2,000. The urban area of Wiarton has full municipal services, however, as identified in the 2015 Wiarton Master Servicing Plan, said services are largely at or approaching the end of their useful life. Upgrades are required in several areas of the water and sewer network in order to accommodate development growth at the southwest area of Wiarton and to bring the infrastructure network to current standards; there are also significant extraneous flows in the sanitary sewer system.

In order to be poised to capitalise on potential grant funding opportunities and proceed with infrastructure renewal, the Town is requesting written proposals from engineering consultants to prepare an appropriate servicing strategy for the designated roads, prepare engineering drawings up to the point of construction, complete with tender documents and Class 2 level cost estimates for budgeting purposes.

In 2015, the Town carried out a Master Servicing Study for the Wiarton settlement area. A copy of the Wiarton Master Servicing Plan is available on the Town's website at [South Bruce Peninsula Special Projects](#).

The Town is currently undertaking a Roads Needs Study and Sidewalk Condition Assessment (RFP-19-07), and an update to the Asset Management Plan (RFP-19-03 Municipal Asset Management Plan and Strategy). Previous versions of these studies are available on the Town's website at [South Bruce Peninsula Road and Bridge Maintenance](#).

### 2.2 General Information

The Town wishes to carry out the infrastructure replacement design and construction with a holistic, overall perspective, and intends to carry out construction as a series of large contracts. The objective is to increase coordination, reduce incompatibility, and capitalise on economy of scale due to a reduction of duplication of effort/labour.

Due to the uncertainty of construction scheduling, being dependent on grant funding, the Consultant shall quote the project under two tasks, 'Task 1' being the engineering and design services up to and including the generation of tender documents, and 'Task 2' shall be the services after the issuance of the tender for construction.

For billing purposes, while all the design is expected to occur concurrently, the Town will also require the Consultant to specify costs per individual project. This will also allow

the project to be split or combined in the most logical way, once construction phasing has been determined.

## 2.3 Scope of Work

The scope of work of this project is to prepare the Preliminary and Detailed Design, Tender Documents, obtain necessary agency approvals and to undertake Contract Administration and Site Supervision. The Town intends to reconstruct the water, sanitary sewer, storm sewer infrastructure and roads over the next several years.

The Town is in the process of applying for Connecting Link funding; if successful, Berford Street will be the highest priority in this project, in order to meet the grantor's stipulated timelines.

The Town has also applied for Investing in Canada Infrastructure Program funding for Elm Street, Gould Street, and Pengally Avenue, therefore these roads may also proceed as a high priority.

Division Street, Mary Street, and Brown Street have been identified as 2020-2021 construction projects due to the poor condition of the existing infrastructure.

Pending available funding, the construction phase of this project may be severed or phased over a number of years. During the Preliminary Design phase, the staging of the works will be determined. It is expected that the works will be completed under several large contracts; however, that will be confirmed during the Preliminary Design phase. Berford Street, in particular, is expected to require complex staging, detour planning and special consideration to accommodate peak traffic volumes during the summer months, especially coincident with the Chi-Cheemaun ferry schedule.

The project limits are shown in **Figure 1**. The Consultant will be required to determine the exact location of existing services located within the subject area.

### 2.3.1 Task 1 - Design

Due to the complexity of the many roadways involved in this project, and the uncertainty of construction phasing/scheduling, the project has been broken into Sub-tasks; each sub-task is a distinguishable road segment. The following section will give a brief introduction on the expectations for each sub-task.

#### 1. Berford Street (Division Street to Mary Street)

- 820m of complete road reconstruction, including underground utilities (storm sewer, sanitary sewer, water)
- This road is urban cross-section, two lanes, Connecting Link on Highway 6, and experiences high percentages of heavy truck traffic, and high congestion during peak times, typically summer months coincident with Chi-Cheemaun ferry schedule.
- Work will need to consider vertical alignment in order to address existing grade differences of the sidewalk from west to east.

- Overhead electrical wires to be relocated underground in coordination with Hydro One
  - Streetscaping
  - Roadway lighting replacement
  - Thermoplastic resin pavement markings
  - As this is a high-profile, complex project, the Berford Street Design Sub-task shall include two Public Information Centres (PIC), one at 50% design completion and one at 75% design completion, plus a presentation to Council at 90% completion. The Consultant shall prepare all materials for the PIC and Council presentation.
- 2. Gould Street ( Division Street to Ames Street) plus Pengally Avenue.**
- Gould Street is 1,120m in length, Pengally is 150m, and will involve full reconstruction and underground service replacement/installation.
  - Gould Street is a 2-lane collector roadway with curb and gutter, and inconsistent sidewalk, (either none or on one side). The need for rock excavation is possible north of Frank Street.
  - Portions of Gould have a significant boulevard grade difference, resulting in stairs within municipal property, which the Town wishes to eliminate if possible. The Consultant shall include an allowance for retaining wall design and liaison with affected property owners, should these considerations be necessary.
  - Pengally is a one-way roadway, currently with Low-Class Bituminous surface, no shoulder, no sidewalk. It shall be urbanised (curb and gutter) while remaining a one-way roadway, and the overhead electrical line to be relocated (still overhead) in order to realign the road, as a portion is on private property. Rock excavation is expected. Work may extend into and onto McNaughton Street.
- 3. Elm Street (Berford Street to the undeveloped extension of Watson Street)**
- Total length 700m, full reconstruction and urbanisation of 2-lane rural roadway
  - Elm Street west of Berford requires the underground utility upgrades and a new forcemain to facilitate development at the southwest corner of the Warton settlement area.
  - Sanitary gravity sewer, sanitary forcemain, storm sewer, watermain.
  - **This Sub-task shall also include the design of the Sanitary Sewage Pumping Station** based on the Preferred Alternative identified in the “Town of South Bruce Peninsula 2015 Water, Wastewater and Stormwater Master Servicing Plan Study”. This Pumping Station design shall be quoted separately on the Pricing Proposal Form.
- 4. Elm Street (Berford Street eastward to the Town limit)**
- 1,030m of 2-lane reconstruction and urbanisation
  - This is a boundary road shared with Georgian Bluffs, and has the highest traffic count within the project area next to Berford Street (per 2013 Road Needs Study)
  - This road has inconsistent surface type, cross-section, servicing, and roadside ditches. Road is superelevated in portions to direct drainage to catchbasins on one side of road; the Town would like to correct with a crown if possible.

- Has a watercourse within the north ditch between Brown and Taylor Streets, with a small portion of guiderail at the intersection radius (northeast corner at Brown St.)
  - Existing 1.7m x 2.1m arch CSP Road crossing culvert will need to be replaced as part of the construction project.
  - Reconstruction to include full underground replacements/installation (sanitary sewer, watermain, storm sewer), sidewalks, roadway lighting, etc.
  - As it is a boundary road, there will be a need to track and account costing for various infrastructure types separately, as some components will be subject to cost-sharing, and others will not.
- 5. Brown Street** (Frank Street to Elm Street)
- 500m of full aboveground and belowground infrastructure replacement, of two-lane urban roadway, including sanitary sewer, watermain, storm sewer, sidewalks, roadway lighting if necessary.
  - Brown south of Mary Street has no sidewalks, Brown north of Mary has monolithic, sub-standard width sidewalks on both sides.
  - Motivated by known infrastructure condition concerns.
- 6. Mary Street** (Claude Street to Cordingly Crescent)
- The Town is reconstructing Mary Street from Claude Street to Berford in 2019. This will continue the complete reconstruction of poor condition infrastructure (sanitary sewer, watermain, storm sewer, sidewalks, roadway lighting if necessary)
  - 700m of 2-lane urban roadway.
  - Mary has monolithic, sub-standard width sidewalk on one side
- 7. Division Street** (Watson Street to Berford Street)
- 720m of two-way semi-urban roadway, inconsistent shoulder, inconsistent curb, sub-standard width sidewalk on one side.
  - It shall be urbanised and underground infrastructure extended, as sanitary sewer and storm sewer are incomplete.
  - Rock excavation is expected.

### **Expectations common to all Design Sub-tasks**

In addition to any site-specific requirements described in section 2.3.1, the following requirements are common to all Design Sub-tasks. To prepare the engineering drawings and documents, the Consultant shall be prepared to undertake the following:

#### **1. Public Outreach and Communication**

- a) Prepare communication material to inform the residents of the proposed works and undertake project initiation communication with affected property owners, including but not limited to, face to face discussions, Public Information Centres and presentations for Council (as-needed), and letters to affected property owners describing project and status; and
- b) The Town also has “Open Mic”, a community engagement platform upon which the Town can publish informational materials, host discussion forums, and post public input surveys. The Town expects the proponent to use this medium as a

key component of the public outreach and education program associated with the project.

## **2. Background Review and Information Gathering**

- a) Review the background and historical information provided by the Town;
- b) The consultant shall commission, on behalf of the Town, adequate geotechnical investigation for the project to determine with sufficient probability what the subsurface conditions are and a recommended pavement structure design, as well as any other information that the consultant may require to carry out the required design;
- c) Inspect existing facilities as necessary with Town operational staff and/or Ontario Clean Water Agency staff; and
- d) Undertake a detailed topographic survey and site inspection within the entire corridor as required to complete this assignment. Document the horizontal and vertical location of existing surface features and infrastructure, including the inverts of any sewers or other underground infrastructure as may be required to carry out the design work. Conduct vertical surveys using only approved Town or Ministry of Transportation first or second order benchmarks for establishing elevations throughout the project.

## **3. Engineering Design**

- a) Consider existing and future abutting land uses and densities;
- b) Consider the overall volume and type of traffic using the roads;
- c) Consider the connectivity function the road serves within the municipal borders to adjoining upper-tier road networks and neighbouring municipalities;
- d) Adequacy and suitability of the existing infrastructure within the project limits, i.e. storm drainage, sanitary sewer, watermain, sidewalks, etc.; and
- e) Explore the viability of alternatives to replacement, such as but not limited to, trenchless rehabilitation.

## **4. Project Management**

- a) The Consultant shall apply for and/or facilitate any permit applications, approvals and notification as may be required (all costs associated with permit/approval fees will be borne directly by the Town, excluding Agency meetings), such as, but not limited to, Ministry of the Environment, Conservation and Parks, Saugeen Ojibway Nation, Grey-Sauble Conservation Authority, Ministry of Transportation, utility companies, etc.; and
- b) The Consultant shall include the following five (5) meetings during the course of the Project:
  - ◆ A Project Start Up meeting with Town Staff;
  - ◆ Two (2) Project Technical/Update meetings; one with Town Staff when historical background information has been reviewed and preliminary recommendations have been formulated, to confirm strategy, phasing, design standards and specifications to be used, and one when the design is approximately 50% complete; and
  - ◆ A Project Technical/Update meeting with Staff when the design is 90% complete.

## 5. Deliverables

The following is a list of the materials the Consultant will submit to the Town **for each Design Sub-task or construction phase** (as determined during the preliminary design stage), to archive until the project proceeds to construction:

- a) Complete Tender document in Microsoft Word and PDF format, plus two hard copies (one Cerlox-bound and one unbound);
- b) Class 2 (budgetary) cost estimate;
- c) Engineering construction drawings in PDF and two (2) hard copies (24" x 36"), stamped and signed by a qualified Professional Engineer;
- d) Engineering construction drawings in AutoCAD .dwg format.

Note: Engineering construction drawings are to be submitted for review and discussion at 50% completion and 90% completion, to coincide with the Technical Meetings. The drawing set shall include the following:

- a. Cover page with Key Plan;
  - b. Plan and Profile Drawings with Key Plan on each sheet;
  - c. Cross-section drawings; and
  - d. Standard Details and special details as needed to describe the project;
- e) A design brief that documents any assumptions, decisions made related to servicing strategy, changes or decisions made as a result of feedback received from the public or external agencies, calculations made to support the design, and any recommendations where special attention may be required as the project proceeds to construction.;
  - f) Submissions to be complete with Updated Opinion of Capital and Life Cycle Costs; and
  - g) Provide any additional copies as required for review by regulatory agencies.

### 2.3.2 Task 2 - Construction Administration

Once the Town is satisfied that one or more phases or sub-tasks of the project can proceed to construction, the Consultant shall provide the following services:

#### Tender Administration

- a) The Consultant shall review and update any required portions of the engineering drawings, tender document and associated documentation;
- b) Prepare Tender Advertisement (the Town will be responsible for advertising costs);
- c) Provide Microsoft Word and PDF copies of Contract Documents and a PDF copy of Construction Drawings for placing on the Town's website;
- d) Provide technical responses to bidders during the tendering process;
- e) Prepare addenda as necessary to clarify documents and drawings;
- f) Arrange and conduct a bidder's site meeting;
- g) Attend the tender opening; and
- h) Provide an analysis of the tender bids and recommendation to the Town regarding the award of the tender.

### Contract Administration

- a) Prepare five (5) sets of “For Construction” Documents (drawings and specifications) and two (2) sets of ½ size contract drawings for contract execution;
- b) Convene and attend a pre-construction meeting;
- c) Convene and present a Public Information Centre (PIC) in with the Town and contractor;
- d) Convene and attend construction progress meetings semi-monthly or as deemed necessary;
- e) Prepare and distribute agendas and minutes for all meetings;
- f) Respond to contractor’s questions, proposals, and requests for information;
- g) Prepare and issue all work orders, field orders, requests for quotation, and change orders;
- h) Prepare and certify monthly progress payment certificates;
- i) Co-ordinate, schedule and undertake materials and quality control testing;
- j) Communicate all test results to Town and Contractor within four (4) business days of the taking the sample. Physical testing of aggregates shall be evaluated and the test results available within 15 days of the taking of the sample;
- k) Distribution of all documents, reports and test results to applicable Town offices;
- l) Prepare and submit monthly summaries identifying acceptability of all materials and the course of action for any borderline materials or rejected materials; and
- m) If requested, provide lot, monthly and year end summaries of all samples of material.

### Construction Monitoring

Upon completion of the tender documents, the Town would request a cost proposal from the Consultant to undertake the Construction Monitoring.

However, for the purposes of preparing comparable proposal fee estimates, the proposal fee estimate for this service shall be based on 40 hours per week of on-site construction supervision, multiplied by the following number of weeks per Sub-task:

1. **Berford Street** (Division Street to Mary Street): 20 weeks
2. **Gould Street** (Division Street to Ames Street), plus **Pengally Avenue**: 20 weeks
3. **Elm Street** (Berford Street to Watson Street): 12 weeks
4. **Elm Street** (Berford Street eastward to the Town limit): 16 weeks
5. **Brown Street** (Frank Street to Elm Street): 10 weeks
6. **Mary Street** (Claude Street to Cordingly Crescent): 12 weeks
7. **Division Street** (Watson Street to Berford Street): 12 weeks

The following requirements are common to all sub-tasks and shall factor into the estimated fees:

- 15% administrative time prior to substantial performance of the works;
- Maintain a detailed photographic and written record of construction progress;
- Document compliance with contract requirements and identify deficiencies;
- Ensure changes are tracked;
- Conduct independent field measurements of any Contractor made layout to verify installation as per design drawings;

- Make measurements and conduct surveys as necessary to generate accurate “Record Drawings”; and
- Maintain current red-lined Record Drawing set available for review by the Town at all times.

### **Record Drawings and Documentation**

It is expected that the Consultant will have primary responsibility for making field measurements as necessary to prepare accurate Record Drawings to be delivered to the Town within 60 days of the issuance of Final Completion. The Consultant shall not require the Contractor to make field measurements for the purposes of the generation of Record Drawings. A summary of the activities to be undertaken in this task is as follows:

- a) Assemble Record information and documentation on-site throughout the construction period. Consultant is to maintain “red-line” Record Drawings at Site Office throughout the construction period; and
- b) Provide Record Drawings: One (1) set mylar and four (4) sets (hardcopy) sealed by a Professional Engineer licensed in Ontario – Two (2) sets should be full-scale drawings and two (2) sets shall be 1/2 scale format. Record Drawings shall be issued on compact disc. Drawings must be in AutoCAD and PDF format. Consultant has primary responsibility for field records and producing Record Drawings.
- c) The Town will withhold 10% of the submitted fees from Task 2 until satisfactory submission of the above Record Drawings and documentation.

### **Warranty Administration**

A summary of the activities to be undertaken in this task is as follows:

- Document and assist in resolving warranty claims for a period of one (1) year from the date of substantial performance;
- Inspect works which are the subject of a warranty claim, as required; and
- Conduct a final warranty inspection.

### **Project Management**

The Consultant is expected to actively manage the project and is responsible to ensure the project is completed in accordance with the Engineering Agreement in a timely manner and within budget. Any costs incurred related to project management must be specifically identified and distributed across the various tasks in the project. A summary of the activities to be undertaken is, but not limited to, the following:

- a) Co-ordinate the activities of the Consultant and any sub-Consultants;
- b) Provide regular and as requested updates to the Town on the status of the project;
- c) Arrange, schedule and conduct minimum bi-monthly Project Team Meetings including, but not limited to:
  - Preparing and circulating an agenda a week in advance of the meeting;
  - Structuring and conducting meetings to allow those with a shorter participation in the meeting to leave early; and
  - Preparing and circulating minutes within a week of the meeting;
- d) Develop and maintain a project schedule including, but not limited to:
  - Preparation of detailed graphical schedule for distribution at the project initiation meeting;
  - Present an up to date graphical schedule at all Project Team Meetings;

- Indicate start and duration of all tasks including deliverables, milestones and scheduled project team meetings; and
  - Allow one to two weeks for the review of submitted material by the Project Team depending on the detail involved; and
- e) Prepare, and submit together, invoices and progress reports to the Town's satisfaction documenting work/budget/percent completed to date in relation to Upset Fee Estimate.

## **2.4 Information Provided by the Town**

The Town will provide the following information to the Consultant who has been awarded the Project. The Consultant who is awarded the Project may request additional information he/she believes is/may be relevant to the task. The Town will use its best efforts to provide the information the Consultant has requested but does not guarantee the information will be available.

The information to be provided includes the following:

- a) Any "As-constructed" drawings of the areas within the project limits that may exist; there are no guarantees that record drawings exist for all areas within the stated scope of work; and
- b) Links to, or copies of any relevant engineering studies.

## **2.5 Plan Documents**

All documents shall be supplied in an accessible format that meets the requirements of the *Accessibility for Ontarians with Disabilities Act*.

## **2.6 Final Deliverables**

The Consultant is advised that all the deliverables provided pursuant to the completion of this Project will become the property of the Town, and as such, the Town reserves the right to make additional copies of the material and distribute it as the Town sees fit, and/or manipulate or reorganize the data in the tables, all in its sole discretion.

The Town will act reasonably when it distributes or otherwise uses documents generated by the consultant. The Consultant shall be aware of this ownership condition but may include a disclaimer with respect to its responsibility should the above occur.

**2.7 Milestone Timelines**

<b>Milestone</b>	<b>Completion Date</b>
RFP Issued	May 17, 2019
Deadline for Questions	May 29, 2019
Addenda Issued (if necessary)	May 31, 2019
RFP Closing	June 6, 2019
Proposal Evaluation and Contract Award (Staff report to Council)	June 18, 2019
Start Up Meeting	Week of July 8, 2019
First Phase/Sub-task Construction Documents complete	March 1, 2020
90% Overall Project Completion	September 1, 2020

### **Section 3 – Submission and Evaluation of Proposals and Consultant Selection Process**

#### **3.1 Proposal Submission Format**

Proposals should include, but not necessarily be limited to, the following components:

- a) A Title Page showing the Proponent, contact information and key personnel;
- b) A one page letter of introduction, introducing the Proponent's company, and setting out its history and expertise;
- c) Sections on methodology and the proposed work plan the Proponent proposes to complete the Project; and
- d) Pricing for all of the above to be included in envelope two, the **Pricing Proposal** envelope.

Refer to **Section 4** of the RFP for details on submitting a proposal. The 'two envelope' system will be used.

#### **3.2 Number of Copies of Proposal to be Submitted**

- a) Three (3) hard copies and one (1) digital copy (CD or USB flash drive) of the technical portion of the proposal to be submitted in one sealed envelope;
- b) One (1) hard copy and one (1) digital copy (CD or USB flash drive) of the pricing portion of the proposal to be submitted in one sealed envelope;
- c) More specifically, the technical portion of the proposal must not be on the electronic copy of the fee portion of the proposal, nor shall the fee portion of the proposal be on the electronic copy of the technical portion of the proposal; and
- d) One hard copy and one soft copy of the various forms included in Section 4 of this RFP, with each being put into the appropriate envelope or copied onto the appropriate CD or USB flash drive.

#### **3.3 Details to be Included in Proposal**

At a minimum, the proposals should include:

##### **Envelope One**

- a) sufficient information to demonstrate the Proponent's appreciation of the scope of work for this Project;
- b) the proposed methodology and approach to the various tasks considered essential by the Proponent, and referenced in this RFP;
- c) an explanation of how each of the work components will be undertaken and the length of time required to complete each component;
- d) the curriculum vitae of the senior and/or management staff to be assigned to this Project;
- e) list of previous projects and client/references; and
- f) a schedule for the completion of the work, summarized in a Gantt chart.

## **Envelope Two**

- a) the total cost for the work, indicating all taxes that may be applicable separately, but excluding HST;
- b) an indication of costs, fees, expenses and parameters that are NOT included in the proposal, if any; and
- c) a schedule of fees detailing the estimated costs for each of the activities needed to complete each phase of the process inclusive of disbursements and applicable taxes but excluding HST.

The technical part of the Proposal should be a maximum of 30 pages, inclusive of all information indicated. There is no limit on the size of the fee portion of the Proposal, but it shall be organized to show all of the information requested above.

### **3.4 Selection Process and Evaluation Criteria**

Proposals will be assessed on the basis of information provided by the Proponent at the time of submission. The evaluation of Proposals will be conducted by an evaluation team comprised of staff of the Town.

While specific evaluation criteria follow, overall, the evaluation team expects that each Proposal will demonstrate the Proponent has a thorough understanding of the scope of work and be organized so as to follow the Evaluation Criteria in Section 3.4.1.

Proposals will be evaluated against the criteria shown in Table 3.4.1. The Town reserves the right to shortlist firms for further evaluation through an interview process which may alter the final scoring results. Proposals will be scored based on meeting or exceeding the expectations of the established evaluation criteria.

**Proponents must have a minimum averaged technical score of 55/85 in order to be eligible to have their cost envelope opened.**

The Town reserves the right to reject any or all proposals, including, among other things the right to reject a proposal where the Town has determined, acting reasonably, that the price submitted is too low to ensure the quality of the work done and the deliverables will meet the Town's expectations. The Town also reserves the right to not proceed with the Project without stating reason(s) for doing so.

Notwithstanding the above, the evaluation team may consider any other relevant information provided by the Proponent(s).

All proposals are to be submitted with the understanding that the selection of a proposal for discussion by the Evaluation Committee shall not thereby result in the formation of a contract, nor shall it put any obligation on the Town to enter into further discussions with any of the other Proponents.

Evaluation of the firm's credentials and the experience of the Project Manager and Project support staff will include an assessment of the firm's overall ability to provide multi-disciplinary capabilities and resources to this Project and the Project Manager's past experience on similar projects.

The assessment of past project experience will include an evaluation of the Consultant's success with previous work of this nature. Proponents shall include in their proposal a minimum of three project references demonstrating this attribute, preferably with projects of a similar magnitude and design to that covered by this RFP. The names and contact information for the municipal staff that managed those projects, or were familiar with the project, shall also be provided. The Town reserves the right to, and anticipates it will, call these references and discuss their experience with the Proponent.

Award of the Project will be subject to Council approval. It is intended that the Project be awarded to the Proponent who, in the sole judgment of the Town, provides the best overall value for the work to be done while meeting all the requirements of the RFP. The Town will not be obligated to select the lowest cost or any proposal.

### 3.4.1 Evaluation Criteria

	<b>Evaluation Criteria</b>	<b>Weight Factor</b>
<b>1</b>	<p><b>Qualifications and Experience</b>            Experience and credentials of firm            Experience and qualifications of personnel assigned to the Project            Experience relating to similar projects            Overall local experience            Experience working on other projects similar in scope/nature/location in other municipal governments in Ontario, and a demonstrated ability to conduct research, facilitate studies of this nature and write reports and deliver the Project requirements on time and on budget.            (Three references to be provided on form described below.)</p>	35
<b>2</b>	<p><b>Methodology</b>            A description of Project approach, including value added services</p>	30
<b>3</b>	<p><b>Work Plan</b>            A detailed work plan that includes a Manning Table, a schedule in the form of a Gantt chart, and the Proponent's process for monitoring and maintaining that schedule.            Evidence that the Consultant has the internal capacity and resources to perform the work</p>	20
<b>4</b>	<p><b>Price</b>            Overall submitted price for work described in this RFP and the preparation of the final Roads Needs Study, including the Proponent's process for monitoring expenditures so the Project remains on budget. The proposal with the lowest price will be given 15 points. The points to be assigned for the price component of the other proposals will be calculated using the following formula:            Lowest price / submitted price x points available (15) rounded to one decimal point.</p>	15
	<b>Total</b>	<b>100</b>

## Section Four – Proposal Submission Forms

### 4.1 General

Proposals shall be submitted using a “two (2)-envelope” system. Two (2) hard copies and one soft copy (CD or USB flash drive) of the technical portion of the proposal shall be submitted in one sealed envelope labelled

#### “Technical Proposal”

One hard copy and one soft copy (CD or USB flash drive) of the pricing proposal shall be submitted in a separate sealed envelope labelled

#### “Pricing Proposal”

**Both envelopes** shall be placed in one sealed envelope labelled **Proposal Submission**.

The following section identifies the various forms to be submitted with the proposal.

### 4.2 Technical Proposal Form

Three copies of the following **Technical Proposal Form** shall be completed and submitted with the Proponent’s proposal inside the “Technical Proposal” envelope. This form shall be included on the soft copy of the technical proposal that is to be submitted, but not on the soft copy of the pricing proposal.

## Technical Proposal Form

**For the Provision of:**      **Engineering Services for Berford Elm Gould  
Brown Mary Division Pengally**

**Submitted by:** \_\_\_\_\_  
Firm Name

\_\_\_\_\_  
Address Postal Code

### Hereinafter Called the Proponent

**To:** Town of South Bruce Peninsula  
PO Box 310, 315 George St.  
Warton, ON N0H 2T0

### Hereinafter Called the Corporation

The Proponent declares that:

1. No person(s), firm or corporation, other than the Proponent, has any personal interest in this Proposal or in the award for which this Proposal is made;
2. No officer or employee of the Corporation is or will become interested directly or indirectly as a contracting party, partner, shareholder, surety or in any portion of the profits thereof, or in any of the monies to be derived, therefrom;
3. This Proposal is made without any connection, comparison of figures, or arrangements with, or knowledge of any other corporation, firm or person making a bid for the same and is in all respects without collusion or fraud; and
4. By signing this submission, I confirm I have read and understood the content and requirements of this proposal document;

### Acknowledgement to 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 Addenda received**

Lowest or Any Bid Not Necessarily Accepted

Date \_\_\_\_\_, 2019

\_\_\_\_\_  
Signature of Proponent

\_\_\_\_\_  
Signature of Witness

By my signature, I hereby confirm I am a principal, or have been duly authorized by the principal/board of \_\_\_\_\_, to sign on behalf of the above named.  
(Name of Firm)

#### **4.3 Pricing Proposal Form**

One hard copy of the following **Pricing Proposal Form** shall be completed and submitted with the Proponent's proposal inside the "**Pricing Proposal**" envelope.

This form shall be included on the soft copy of the pricing proposal that is to be submitted, but not on the soft copy of the technical proposal.

#### **4.4 Proposal Submission and Submission Label**

The following Proposal Submission Label shall be completed and attached to the one envelope in which both the Technical and Pricing envelopes are enclosed.

All proposals must be delivered to the Town's office. Mailed, faxed, or electronically submitted proposals will not be accepted.

Upon receipt of the proposal, the Finance Department will note the date and time the proposal was received on the front of the envelope in which the proposal is delivered.

#### **4.5 Proponent's Ability and Experience Form**

The following Proponent's Ability and Experience Form shall be completed and included with the proposal. Three copies of the Proponent's Ability and Experience Form shall be included in the Technical Proposal envelope.

A copy of the Proponent's Ability and Experience Form shall also be included on the soft copy of the Technical Proposal.

## Pricing Proposal Form

The price bid shall include for all professional fees, meetings, sub-consultant’s charges, if any, and for all disbursements for mileage, meals, printing, equipment rental rates, associated office disbursements and any other activity relating to the completion of the Project. **The lump sum fee submitted shall not be exceeded without the prior written authorization of the Town.**

Proponent: \_\_\_\_\_ Date \_\_\_\_\_

Signature: \_\_\_\_\_

<b>RFP 19-22 Engineering Services for Berford, Gould, Elm, Brown, Mary, Division Streets, &amp; Pengally Avenue</b>	
<b>Task 1 - Design</b>	
<b>Description</b>	<b>Fee (Excluding HST)</b>
Berford Street	
Gould Street & Pengally Avenue	
Elm Street (Berford to Watson)	
Sanitary Sewage Pumping Station Design	
Elm Street (Berford east to Town limit)	
Brown Street	
Mary Street	
Division Street	
<b>Total - Task 1</b>	
<b>Task 2 - Construction Administration</b>	
<b>Description</b>	<b>Fee (Excluding HST)</b>
Berford Street	
Gould Street & Pengally Avenue	
Elm Street (Berford to Watson)	
Elm Street (Berford east to Town limit)	
Brown Street	
Mary Street	
Division Street	
<b>Total - Task 2</b>	
<b>Total - Task 1 plus Task 2</b>	

## Proposal Submission Label

**Proposal For:** Berford Elm Gould Brown Mary Division Pengally

**RFP Number:** RFP 19-22

**Closing Date and Time:** June 6, 2019 at 1:00 pm Local Time

**Company Name:** \_\_\_\_\_

**Contact Person:** \_\_\_\_\_

**Phone:** \_\_\_\_\_

**Deliver to:**

Town of South Bruce Peninsula  
PO Box 310, 315 George St  
Warton, ON. N0H 2T0

**4.6 Proponent Information Form**

The following Proponent Information Form shall be completed and included with the proposal. One copy of the Proponent Information Form shall be included in each of the Technical Proposal and Pricing Proposal envelopes and on the soft copy of each of the Technical Proposal and Pricing Proposal.

1	Proponent’s Contact Individual	
2	Mailing Address	
3	Office Phone Number	
4	Toll Free Phone Number	
5	Mobile Phone Number	
6	E-mail Address	
7	Website	
8	WSIB Account #	
9	HST Account #	

Proponent: \_\_\_\_\_

Signature: \_\_\_\_\_ Date \_\_\_\_\_

## Proponent’s Ability and Experience Form

Proponents shall provide information below on previous, similar projects that have been successfully undertaken by the Proponent’s firm in the past three (3) years.

<b>Contract/Project #1</b>	<b>Insert Information</b>
Name of reference municipality	
Name of Contact and Telephone number	
Total Value (annual)	
Description of Work	
Additional Comments (optional)	

<b>Contract/Project #2</b>	<b>Insert Information</b>
Name of reference municipality	
Name of Contact and Telephone number	
Total Value (annual)	
Description of Work	
Additional Comments (optional)	

<b>Contract/Project #3</b>	<b>Insert Information</b>
Name of reference municipality	
Name of Contact and Telephone number	
Total Value (annual)	
Description of Work	
Additional Comments (optional)	

Proponent: \_\_\_\_\_

Signature: \_\_\_\_\_ Date \_\_\_\_\_

This Agreement made this            day of **MONTH**, 20**XX**:

Between:

**The Corporation of the Town of South Bruce Peninsula**

hereinafter called the "Town"

- and -

**Consultant**

hereinafter called the "Consultant"

**Whereas**, the Town intends to engage the services of the Consultant in connection with the project as hereinafter described (the "Project"):

The Project is described as **DESCRIPTION** as outlined in Schedule 'A'.

**And Whereas** the Town desires to have the Consultant perform professional services in connection with the Project;

**Now Therefore Witnesseth** that in consideration of the covenants herein, the Town and the Consultant mutually agree as follows:

**1. Retainer**

The Town hereby retains the services of the Consultant in connection with the Project and the Consultant hereby agrees to provide the professional services described in Schedule "A" (the "Services") for the Project under the general direction and control of the Town.

**2. Compensation**

- (a) The Town shall pay the Consultant for the Services at the established rate(s) identified in Schedule "B". The Consultant shall submit an invoice to the Town for all Services completed in the immediately preceding month. The Town shall pay the Consultant within (30) days of receipt of the invoice.
- (b) When requested by the Town, the Consultant shall provide, for approval by the Town:

- (i) An estimate of the total fees and disbursements to be paid for the Services;
  - (ii) A schedule of progress 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 salary ranges of Staff and/or hourly rate ranges for Principals and Executives, for which the Consultant will seek payment pursuant to the terms, as agreed. 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 Town.
- (c) The Consultant shall not receive any payment of fees and disbursements until approval, in writing, is issued by the Town for the above estimate of fees and disbursements and schedules of progress and Staff list.
- (d) The Consultant will require prior approval, in writing, by the Town for any of the following changes:
- (i) Any increase in the estimated fees and disbursements beyond those approved under Schedule "B";
  - (ii) Any change in the schedule of progress which results in a longer period than approved in Schedule "B";
- (e) The Consultant will require prior approval, in writing, by the Town for any of the following changes:
- (i) Any increase in the estimate fees and disbursements beyond those approved under Section 2(b)(i);
  - (ii) Any change in the schedule of progress which results in a longer period than approved in Section 2 (b)(ii);
  - (iii) Any change in the number, classifications and salary ranges of the Staff provided in Section 2 (b)(iii);
- (f) The Consultant shall provide a monthly report to the Town (descriptive and fee value) showing:

- (i) the portion of the Services completed in the preceding month;
- (ii) Services completed to date;
- (iii) remaining Services to be completed.

### **3. Staff and Methods**

- (a) Unless otherwise agreed, the Consultant shall use current state of the art principles and shall skillfully and competently perform the Services and shall employ only skilled and competent staff who will be under the supervision of a senior member of the Consultant's staff previously approved by the Town.
- (b) The Consultant shall inform himself of applicable procedures and standards established by the Town and shall comply with such procedures and standards in the performance of the Services.
- (c) The Consultant shall obtain the prior agreement of the Town before making any changes to the staff list after commencement of the Project.

### **4. Ownership and Use of Documents**

- (a) Drawings and documents or copies thereof required for the Project shall be exchanged between the parties on a reciprocal basis.
- (b) Where the parties have not otherwise agreed, all drawings, plans, information, mathematical or computer models, statistical data and reports compiled or prepared by the Consultant pursuant to this Agreement shall be the exclusive property of the Town whether the Project be executed or not. The Town shall own all rights of copyright therein and they are not to be used by anyone without the permission of the Town.
- (c) In the event that the said documents and models are used by the Town for purposes other than in connection with the Project, or if the said documents and models have been amended, altered or revised in any manner whatsoever without notice to the Consultant and without receiving its prior written consent, the Consultant does not warrant the fitness of same for the Town's use, and the Town agrees to indemnify and hold harmless and defend the Consultant from and against all claims, demands, losses or damages, liability and costs associated with such use by the Town.

## **5. Patents and Trademarks**

- (a) All concepts, products or processes produced by or resulting from the Services rendered by the Consultant in connection with the Project, or which are otherwise developed or first reduced to practice by the Consultant in performance of its Services, and which are patentable, capable of trademark or otherwise, shall be and remain the property of the Consultant unless the concepts, products or processes were conceived by, or jointly conceived with, the Town.
- (b) The Town shall have permanent non-exclusive royalty-free license to use the concept, product or process, which is patentable, capable of trademark or otherwise produced by or resulting from Services rendered by the Consultant in connection with the Project.

## **6. Changes and Alterations and Additions Services**

With the consent of the Consultant, the Town may in writing at any time alter 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 Town necessitates additional staff or services, the Consultant shall be paid at the established rate(s).

## **7. Suspension or Termination**

- (a) The Town may at any time, by notice in writing to the Consultant, suspend or terminate this Agreement or any portion thereof at any stage of the undertaking. Upon receipt of such written notice, the Consultant shall perform no further Services other than those reasonably necessary to close out its Services. In such an event, the Consultant shall be entitled to payment at the established rate(s) for the work reasonably necessary to close out its Services only.
- (b) If the Consultant is practicing as an individual and dies or becomes incapacitated before the Services have been completed, this Agreement shall terminate as of the date of death, or incapacity, as applicable, and the Town shall pay for the Services rendered by the Consultant to the date of such termination.

## 8. Indemnification

- (a) The Consultant shall indemnify and save harmless the Town, its officers, employees or agents from and against any and all claims, actions, losses, expenses, costs or damages of every nature and kind whatsoever resulting from or connected with the Project to the extent that they are caused by:
  - (i) negligent acts, errors or omissions of the Consultant, its officers, employees or agents in providing the Services on the Project;
  - (ii) failure of the Consultant, its officers, employees or agents to comply in material respects with federal, provincial, and local laws and regulations applicable to the Services undertaken by the Consultant hereunder;
  - (iii) breach of this Agreement by the Consultant, its officers, employees or agents; or
  - (iv) a willful misconduct on the part of the Consultant, its officers, employees or agents.
- (b) Without limiting the generality of the foregoing, the Consultant shall also indemnify and save harmless the Town from and against all actions, claims and demands whatsoever which may be brought against or made upon the Town for the infringement of or use of any intellectual property rights including any copyright or patent arising out of the reproduction or use in any manner of information of any kind whatsoever furnished by the Consultant in the performance of this Agreement.

## 9. Insurance

- (a) The Consultant shall ensure that all insurance coverage including all provisions relating to insurance coverage set out in this section are in place prior to the commencement of services pursuant to this Agreement.
- (b) During the Term of this Agreement, and any renewal or extension thereof, the Consultant will, at its expense (including the cost of deductibles) maintain in effect, with an insurer licensed in Ontario:
  - (i) a contract of general liability insurance for its operations, with limits of not less than Two Million (\$2,000,000) Dollars, in addition to coverages for defense and claimants' costs, all for any one occurrence, including coverages for:

- personal injury including death;
- property damage or loss (direct or indirect and including loss of use thereof);
- broad form property damage;
- contractual liability;
- non-owned automobile liability;
- products – completed operations;
- contingent employers liability;
- cross liability;
- severability of interest; and
- blanket contractual liability.

The policy of insurance shall name the Town of South Bruce Peninsula as an additional insured with respect to its interest in the operations of the Consultant; shall provide that the policy shall be non-contributing with, and apply only as primary and not as excess to any other insurance available to the Town; and shall also provide that neither the Consultant nor the insurer shall cancel, materially change or allow the policy to lapse without first giving the Town thirty days prior written notice. All policies of insurance shall be in form and content acceptable to the Town acting reasonably.

(ii) a policy of professional liability insurance or other errors and omissions insurance covering claims and expenses for liability for loss or damage arising from negligence in the administration or application of professional services or guarantee or work rendered, of standard wording, with coverage of no less than Two Million (\$2,000,000) Dollars; and

(iii) a policy of motor vehicle liability insurance of standard wording, covering:

- motor vehicles owned, leased or operated by or on behalf of the Consultant, in connection with the Services provided or to be provided under this Agreement, with coverage of not less than Two Million (\$2,000,000) Dollars per claim; and
- equipment leased, borrowed, rented or operated by or on behalf of the Consultant, with coverage of not less than Two Million (\$2,000,000) Dollars.

(c) Every policy of insurance shall contain either no deductible amount or a deductible amount which is reasonable considering the

financial circumstances of the Consultant. The Consultant shall be responsible to pay all deductible amounts.

- (d) No policy shall contain any provision which would contravene the obligations of the Consultant hereunder or otherwise be to the detriment of the Town.
- (e) The Consultant shall provide or cause to be provided to the Town, prior to award of Contract, a certificate from its insurer, which shows that the policy or policies placed and maintained by it complies with the requirements of this agreement. No review or approval of any such insurance certificate by the Town shall derogate from or diminish the Town's rights or the Consultant's obligation contained in this Agreement.
- (f) If at any time the Town is of the opinion that the insurance taken out by the Consultant is inadequate in any respect, it shall forthwith advise the Consultant of the reasons therefore and the Consultant shall forthwith take out additional insurance satisfactory to the Town.
- (g) The taking out of insurance shall not relieve the Consultant of any of its obligations under this agreement or limit its liability hereunder.
- (h) Failure to provide the aforementioned insurance will result in the withholding of payments or at the sole option of the Town, forfeiture of the Contract.

## **10. 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.

## **11. Non-Assignment**

The Consultant shall not assign this Agreement or any part thereof, without obtaining the prior written approval of the Town, which approval may be withheld by the Town in its sole discretion, or given subject to such terms and conditions as the Town may impose.

## **12. 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 Town, such applications for approval or review shall be the responsibility of the Consultant, but shall be submitted through the offices of the Town and unless authorized by the Town 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.

## **13. Specialized Services and Sub-consultants**

The Consultant may engage others for specialized services provided that prior approval is obtained, in writing, from the Town and may add a markup of not more than 5% of the cost of such services to cover office administrative costs when claiming reimbursement from the Town.

## **14. Inspection**

The Town, or persons authorized by the Town, 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.

## **15. Publication**

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

## **16. Confidential Information**

The Consultant shall not divulge any confidential information communicated to or acquired by him, or disclosed by the Town in the course of carrying out the Services provided for herein. No such information shall be used by the Consultant on any other project without the approval in writing of the Town, as required by law.

## **17. Arbitration**

- (a) Any dispute, difference or disagreement between the parties hereto regarding the Services provided by the Consultant or arising from the application or interpretation of this Agreement may with the consent of both parties, be referred to arbitration.

- (b) No person shall be appointed to act as 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 Town or the Consultant.
- (c) If the parties elect to refer to arbitration any dispute, difference or disagreement:
  - (i) The award of the arbitrator shall be final and binding upon the parties;
  - (ii) The provisions of the Arbitration Act, S.O., 1991, Chapter 17, as amended shall apply, unless the parties agree otherwise.

## 18. Time

- (a) The Consultant shall perform the Services expeditiously to meet the requirements of the Town and shall complete any portion or portions of the Services in such order as the Town may require and the Town shall have the right to take possession of and use any completed or partially completed portions of the work notwithstanding any provisions expressed or implied to the contrary.
- (b) The Consultant shall perform all the Services required under this Agreement by the date or dates set out in this Agreement, or as otherwise approved, in writing, by the Town. Requests for extensions of the completion date shall be submitted, in writing, by the Consultant no later than twenty (20) days prior to the completion date.
- (c) The Town 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 he is required to make in connection therewith within a reasonable time so as not to delay the work of the Consultant.

## 19. Workplace Safety and Insurance Board Coverage

- 1. The Consultant clearly understands and agrees that it is not, nor is anyone hired by it, covered by the Town under the *Workplace Safety and Insurance Act* S.O. 1997, c.16, Sch A., as amended and the Consultant I shall be responsible for and shall pay all dues

and assessments payable under the *Workplace Safety and Insurance Act, the Employment Insurance Act, S.C. 1996, c.23* or any Act, whether Provincial or Federal, in respect of itself, its employees and operations, and shall furnish the Town, if requested, with such satisfactory evidence that it has complied with the provisions of any such Acts. If the Consultant fails to do so, the Town shall have the right to withhold payment of such sum or sums of money due to it that would be sufficient to cover its default and the Town shall have the right to pay same. The Town is not the employer of the Consultant or its personnel under any circumstances whatsoever.

- (b) The Consultant shall, both prior to commencing work under this Agreement and within sixty (60) days of the expiration of this Agreement date, submit a letter of good standing from the Workplace Safety and Insurance Board to the Town that all assessments or compensation have been paid, and the Town may, at any time during the performance, request a further declaration that all such assessments of compensation have been paid.
- (c) The Consultant must have valid Workplace and Safety Insurance Board Coverage and will be required to submit a current Clearance Certificate prior to the execution of the contract for the provision of the Services.

## **20. Occupational Health and Safety**

The consultant shall agree to sign and abide by the Town of South Bruce Peninsula Occupational Health & Safety Compliance Form for Consultants, as attached to this contract as Schedule 'C'.

## **21. No Smoking Policy**

The contractor, as well as their employee(s), must at all times abide by the Town's No Smoking Policy, Policy D.6.1, as well as any and all provincial and federal smoking regulations, when performing the work under the contract agreement.

## **22. Complete Agreement**

- (a) The contents of any invitation by the Town for proposals, any proposal by the Consultant to provide the Services that is accepted by the Town, and any schedules attached hereto shall be deemed to be part of this Agreement.

- (b) In the event of any inconsistency or conflict in the provisions of this Agreement, such provisions shall take precedence and govern in the following order:
  - (i) this signed Agreement between the Consultant and the Town;
  - (ii) any schedule(s), other than the accepted proposal and the invitation for proposals, attached hereto.
  - (iii) the invitation for proposals made by the Town;
  - (iv) the Consultant's proposal that has been accepted by the Town;
- (c) This Agreement constitutes the sole and entire agreement between the Town and the Consultant relating to the Project, and supersedes all prior agreements between them, whether written or oral, respecting the subject matter hereof, and no other terms, conditions or warranties, whether express or implied, shall form a part thereof.
- (d) If one or more of the phrases, sentences, clauses, paragraphs, sections or subsections contained in this Agreement shall be declared invalid by the final and unappealable order, decree or judgment of any court of competent jurisdiction, this Agreement shall be construed as if such phrase(s), sentence(s), clause(s), paragraph(s), section(s) or subsection(s), had not been inserted.
- (e) This Agreement may be amended only by written instrument signed by both the Town and the Consultant, or by a court order pursuant to subsection (d) hereof.

### **23. Fee Holdback**

The project will be subject to a 10% fee holdback on the fees for Contract Administration, to be accumulated based on each invoice submitted (i.e. 90% of each invoice will be paid, 10% will be held by the Town). This holdback will be released to the proponent upon delivery of the Record Drawings.

### **24. Gender and Number**

Words importing the masculine gender shall include the feminine and neuter, and the singular shall include the plural where the meaning or context so requires.

**24. Headings**

Section headings contained herein are included solely for convenience, and are not intended to be full or accurate descriptions of the content hereof and shall not be considered part of this Agreement.

**In Witness Whereof** the parties hereto have caused to be executed those presents by their officers properly authorized in that behalf on the day and year first above written.

**The Corporation of the Town of South Bruce Peninsula**

Per:

\_\_\_\_\_  
Janice Jackson, Mayor

\_\_\_\_\_  
Angela Cathrae, Clerk

- and -

**CONSULTANT**

Per:

\_\_\_\_\_  
Signing Officer

\_\_\_\_\_  
Witness

I/We have authority to bind the Corporation

## Schedule “A”

### Core Services to Be Provided By the Consultant

The Project shall be undertaken in order of precedence in accordance with the following proposal submission, all attached hereto:

## Schedule "B"

### Fees and Disbursements Compensation

1. The total fees and disbursements paid by the Town to the Consultant for the Services shall not exceed the prices as bid by the Consultant in the proposal submission, to a total upset amount of **\$XXX** plus applicable taxes.
2. The Town, at its sole discretion, may limit the fees and disbursements paid by the Town to the percentage equivalent to the project complete in the opinion of the Town.
3. The Consultant must request and receive the written approval of the Town before any Additional Services are carried out that are not included in Schedule "A".

Schedule 'C'



**Town of South Bruce Peninsula  
Occupational Health and Safety Compliance Form  
for Consultants**

The consultant shall provide and maintain the necessary first aid items and equipment as required under the First Aid Regulations of the Worker's Compensation Act and Occupational Health and Safety Act as applicable to the scope of work. This shall include but not be limited to the provision of an adequately maintained first aid kit which shall be present at the project or job site.

The consultant shall ensure that all employees are provided with and instructed in the use of safety equipment as required by the Occupational Health and Safety Act and by other regulations. Normal safety precautions should be observed while around and operating equipment.

The consultant, by executing the contract, unequivocally acknowledges that he/she is the constructor within the meaning of the Occupational Health and Safety Act and amendments thereto.

The consultant shall ensure that all work areas are secured in a safe manner so as to eliminate any injury or harm to workers or persons. The consultant shall abide by all Occupational Health and Safety regulations and shall ensure proper safety attire and equipment is inspected and being used at all times. The consultant shall not leave equipment or materials in such locations which would cause harm to any person, animal or thing.

Where any injury, accident or incident occurs on or about the work area, the consultant shall immediately notify the Town of South Bruce Peninsula and shall provide such documentation and follow up information as required by the Town.

The consultant hereby acknowledges by signing this form that he/she is aware of and shall view the Town of South Bruce Peninsula Health and Safety Policy Document. The consultant hereby acknowledges that the Town, when requested, shall be permitted to view the Health and Safety Policies of the consultant and any firm or sub-consultant associated with the works.

\_\_\_\_\_  
**Name of Consultant / Firm (print)**

\_\_\_\_\_  
**Signature of Consultant**

\_\_\_\_\_  
**Date**

Schedule 'D'

The Town of South Bruce Peninsula

Contract **XX-XX**

List of Sub-Consultants



Contractor: **CONSULTANT / FIRM**

**DATE**

Under the above-mentioned contract, the Town of South Bruce Peninsula is hereby directing the contractor to provide a list of subcontractors, to certify that these sub-contractors have provided the contractor with the necessary insurance and WSIB coverage, and that all subcontractors agree to abide by the terms and conditions of this contract.

List all sub-consultant that will be providing labour and/or materials within this contract:

Name(s)	Company Name (if applicable)
1) _____	_____
2) _____	_____
3) _____	_____

I, \_\_\_\_\_, signing authority for **CONSULTANT**, verify that I  
Name (please print)  
have received the necessary insurance and WSIB coverage from all sub-contractors for the work under this contract.

\_\_\_\_\_  
Signing Officer

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Lara Widdifield, C.E.T.  
Director of Public Works

\_\_\_\_\_  
Date