



REQUEST FOR PROPOSAL

ENGINEERING SERVICES TO RECONSTRUCT OTTY LAKE SIDE ROAD

Road Design, Contract Administration and Construction Inspection



RFP'S RECEIVED BY:

The Corporation of Tay Valley Township
217 Harper Road,
Perth, Ontario K7H 3C6

Attention: Amanda Mabo, Clerk

Telephone: 613-267-5353 ext. 130

Toll Free: 1-800-810-0161

Fax: 613-264-8516

E-mail: clerk@tayvalleytwp.ca

Website: www.tayvalleytwp.ca

**THE CORPORATIONS OF TAY VALLEY TOWNSHIP
AND DRUMMOND NORTH ELMSLEY
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PART "A" – PROJECT OVERVIEW

1. GENERAL INFORMATION

1.1 Request for Engineering Services

The Townships of Tay Valley & Drummond North Elmsley (herein after referred to as “the Townships”) are requesting proposals from qualified Engineering Consultants to provide professional services for the reconstruction of Otty Lake Side Road. Professional services required shall include but are not limited to the following:

- Prepare design plans for the reconstruction of Otty Lake Side Road;
- Make submission applications to various government agencies, utilities and obtain all necessary approvals;
- Prepare tender documents including estimated quantities and estimated costs; and
- Provide construction inspection and contract administration services.

1.2 Road Location

Otty Lake Side Road is a Boundary Road between Tay Valley & Drummond North Elmsley Townships. It is approximately 4.25 km long from Lanark County Road 10 (Scotch Line) to Kenyon Road near the north shore of Otty Lake. The co-ordinates midpoint along the road is approximately, Latitude: 44.8640 Longitude: -76.2444.

2. BACKGROUND INFORMATION

Otty Lake Side Road

The area surrounding the road consists of a mix of agricultural fields, wooded areas, marshland, residential severances and subdivisions. Otty Lake Side Road is a narrow 2-lane road with narrow gravel shoulders leading to varied depths of ditching on both sides. The road surface presently consists of surface treatment with localized hot mix asphalt patches.

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3. SELECTION PROCESS

The Townships intend to select an Engineering Consultant to deliver the road project to completion.

In the event the Townships have questions or require further clarification on any submission they may request one or more Bidders to attend an interview/presentation as part of the selection process.

4. PROJECT REPORTING

Stephen Keeley, Public Works Manager for Tay Valley Township will be the key contact person for this project, once the contract has been awarded:

Mailing Address: 217 Harper Road
Perth, Ontario K7H 3C6
Telephone: (613) 267-5353 ext. 127
Email: roads@tayvalleytwp.ca

5. PROJECT TIMING

The schedule for this project anticipates the following milestones:

- Request for Engineering Services issued: August 17th, 2017
- RFP submission (*proposals due*): August 31st, 2017 at 1:00 p.m.
- Select Consultant and Award Contract: September 26th, 2017
- Design Completion Submission: November 30th, 2017
- Tender Call: January 24th, 2018
- Construction Commencement: Summer, 2018
- Construction Completion: August 31st, 2018

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PART “B” – PROPOSAL REQUIREMENTS

6. SCOPE OF CONSULTING SERVICES

6.1 General

Some of the issues to be considered (*list is not exhaustive or exclusive*) and addressed for consideration:

- Potential land owner impacts;
- Construction traffic impacts/detours/road closures;
- Public, Township and Government Agency consultation(s) and comments;
- Utility comments;
- Innovative design alternatives and considerations are encouraged;
- Other issues and concerns.

One public meeting will be held at the Tay Valley Municipal Office, 217 Harper Road, Perth, ON. (Date to be confirmed)

The Engineering Consultant should identify whether specialized environmental investigations are required such as a fisheries investigation or other environmental investigations and identify and include for such costs in their financial proposal as well as identify the sub-consultant or team member who will undertake such investigation(s).

6.2 Road Design Services

The Engineering Consultant shall indicate in their submission a costing scenario that assumes a complete new two lane HCB road with paved shoulder design meeting requirements under the TAC Geometric Design Guide for Canadian Roads and the OPSS & OPSD manuals.

There are a few sharp curves and blind hills around Doctor Lake and the corner at Kenyon Road that will require some horizontal and vertical realignment to improve safety in these locations.

Also, the Drummond North Elmsley Tay Valley Fire Rescue have requested a Dry Hydrant be installed adjacent to Doctor Lake. Staff has identified a potential location that will require a detailed design to safely access/egress Otty Lake Side Road while Dry Hydrant is in use.

An existing condition survey and substructure geotechnical investigation will be required as part of the design process.

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6.3 Tender Call, Construction Inspection and Contract Administration Services.

The Engineering Consultant shall include and allow for in their financial proposal a tender call (*including tender evaluation and recommendations to the Townships for award*), construction inspection during the contract period and all related contract administration duties normally expected and required. Full time inspection is required during construction period.

The Engineering Consultant shall undertake the following tendering activities:

- a. Call tenders for construction of the project on behalf of the Townships;
- b. Prepare any documents associated with component element(s) pre-selection including submissions to manufactures, review of submissions and selection recommendations;
- c. Reply to any tender queries;
- d. Provide timely recommendations concerning addenda and submit addenda for review;
- e. Arrange for and attend a mandatory pre-tender site visit;
- f. Review tenders received and recommend on the award of the contract;
- g. Prepare a detailed summary of all the tenders' unit prices;
- h. Ensure that the contractor submits all required project documentation (i.e. bond, insurance, etc.); and
- i. Undertake all other duties required for the award of the construction contract by the Townships as may be directed under authorization of the Townships.

Construction contract administration duties include but are not limited to the following:

- a. Advise the contractor on the design consultant's interpretation of the contract documents throughout the construction phase of the project and issue supplementary details and instructions during construction as required;
- b. Promptly advise the Townships of any potential errors or omissions during the course of the construction work;
- c. Review and check working drawings (shop drawings) and proposed construction methods as warranted to ensure the contractor's drawings and methods comply with the design specifications and requirements for the project;
- d. Give consideration and advice in respect to alternatives of construction methods or material proposed by the Engineering Consultant and make appropriate recommendations to the Townships;
- e. Prepare monthly progress payment certificates and reports and submit to the Townships;

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- f. Review the contractor's request for final payment and its compliance to the Ontario Construction Lien Act. Review contractor's request for payment of maintenance holdback at the end of the maintenance period;
- g. Advise on the validity of changes for additions or deletions and issue change orders when directed; and
- h. Arrange for the testing and inspection of materials and work by an authorized testing and inspection company where the construction contract requires same.

Construction inspection services include but are not limited to the following:

- a. Provide engineering direction and review the contractor's work as required to ensure compliance with the plans and specifications;
- b. Provide calculations for pay quantities as required;
- c. Schedule and conduct site meetings with the contractor at not less than monthly intervals to discuss the construction progress. The Engineering Consultant shall be responsible for the preparation and distribution of meeting minutes;
- d. Carry out fulltime inspections as required and final inspection at the conclusion of the construction contract and also at the end of the maintenance period;
- e. Prepare and maintain an on-going list of deficiencies that require contractor attention, with notification and correction dates noted.

6.4 Permits and Approvals

The Engineering Consultant shall be responsible for securing all necessary permits, approvals, etc., related to the project from all authorities having jurisdiction as required. The Consultant shall assist the Townships in any property acquisition(s) or easement(s) if required. The Consultant will not be responsible for legal survey costs or permit application fees but shall inform the Townships of such requirements and prepare the necessary supporting plans/ application(s) to illustrate such requirement(s).

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6.5 Milestones

The schedule for this project anticipates the following milestones:

- Request for Engineering Services issued: August 17th, 2017
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The proponent must review the feasibility of achieving this intended schedule, and indicate any concerns or issues that could negatively impact the schedule or advance the schedule, and indicate how these concerns would be addressed.

6.6 Progress Reporting and Invoicing

The design consultant shall report to the Townships the extent of work completed that period, work contemplated for the next reporting period, milestones achieved to date, budget status and project schedule compliance. Monthly written statements are required.

The design consultant shall submit invoices on a monthly basis, containing a breakdown of names of employees, sub-contractors hours and rates, hours of work, position, and expenses. The consultant shall provide a financial report with each invoice which shall include the following headings: budget (billings), fees (previous billings), expenses, total contract billing approved amount and percent complete.

The Design Consultant shall advise the Townships in writing of any potential changes to the contract amount. Any change in the contract amount is subject to review and approval of the Townships.

6.7 References, Experience and Technical Expertise

The proposal shall, at a minimum, include and cover the following items. These items should be considered MANDATORY requirements.

6.7.1 Provide at least three (3) references in engineering consulting services for projects of a similar size and complexity.

6.7.2 A description of previous experience.

6.7.3 Provide a technical description of how your company will effectively design the road, administer the contract and inspect construction.

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6.7.4 If applicable, identify whether specialized environmental investigations are required.

6.7.5 Provide ideas to improve the road construction.

6.7.6 Provide any other information applicable to the project.

6.8 Schedule of Fees

The proposal shall, at a minimum, include and cover the following items. These items should be considered MANDATORY requirements.

6.8.1 Detailed Design, Drawings and Tender Preparation.

For each of the positions listed below, include:

- experience
- hourly rate
- expected hours to complete
- expected cost

Positions

- Project Manager
- Project Engineer
- Auto CAD Technician
- Engineering Technician
- Survey technician
- Other
- Disbursements (mileage, printing, etc.)

6.8.2 Contract Administration and Inspection.

For each of the positions listed below, include:

- experience
- hourly rate
- expected hours to complete
- expected cost

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Positions

- Project Manager
- Project Engineer
- Auto CAD Technician
- Engineering Technician
- Survey technician
- Other
- Disbursements (mileage, printing, etc.)

6.8.3 Specialized Environmental Investigations (if applicable).

Identify who will undertake such investigations.

6.8.4 Total Engineering Cost to Complete Reconstruction (6.8.1 + 6.8.2 + 6.8.3)

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PART “C” – INFORMATION TO BIDDERS

7. RFP Closing

Submissions, sealed in an envelope, with three (3) hard copies, clearly marked with the return address label (Form 1, attached), will be received by the Clerk or her designated representative, at the Municipal Office, 217 Harper Road, Perth, Ontario, until **1:00 p.m.**, local time, as determined by the clock located on the computer in the reception area of the Municipal Office, on **Thursday, August 31st, 2017**.

Submissions received after closing time will not be accepted and will be returned unopened to the Bidder, no exceptions.

8. RFP Submission

One copy of the **completed Declaration**, Appendix “A”, shall be submitted. The Declaration must be properly signed and witnessed, or signed and sealed if the bidder is a Corporation. RFP’s must be submitted, using the RFP Label – Form 1 (to be affixed on your RFP Envelope).

The RFP must be legible, written in ink or typewritten. RFP’s which are incomplete, conditional or obscure or which contain erasures or alterations not properly initialed, or irregularities of any kind, may be rejected. Submissions must not be restricted by a statement added to The Corporation of Tay Valley’s documents or by a covering letter, or by alterations to the documents supplied.

Submissions received by fax or email will not be accepted.

Delivery of Proposals by a courier service shall be the responsibility of the Bidder and will be rejected if the submission is delivered to a location other than which is stated in this document and the submission fails to be delivered to the Township prior to the closing date and time.

9. Site Meeting

A mandatory site meeting for interested bidders will occur on **Thursday, August 24th, 2017 at 10:30 am**. Meet no later than 10:15 a.m. at the Tay Valley Township Municipal Office, 217 Harper Road, Perth.

10. Presentations

One or more bidders may be selected from the Requests for Proposals received for an interview/presentation session prior to making a final selection.

If required, interviews or presentations will be scheduled in early September.

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11. Deposit

The RFP shall be accompanied by a certified cheque or bank draft in the amount of ten percent (10%) of the bid price payable to, "Tay Valley Township". This shall be returned within ten (10) days of RFP Opening to all bidders except for the successful and second placed bidder. In the case of the second placed bidder this shall be returned upon start of the contract by the successful bidder. In the case of the successful RFP, this shall be returned after successful completion of the Contract. If a deposit percentage results in a fraction, it must be rounded up to the nearest dollar. If applicable, in subsequent years, sixty (60) days prior to the start of the work, the Township shall require a certified cheque or bank draft, in the amount of 10%, for each subsequent year of the Contract. Please complete the attached **Appendix "B" – Deposit Cheque – Method of Return – Form 4**

12. Clarification of Documents

Any clarification of the Townships' documents required by the Bidder, prior to submission, shall be requested through the Township. Any such clarifications so given shall not, in any way, alter the Townships' documents and the Company and the Townships agree that in no case shall oral arrangements be considered.

No officer, agent or employee of the Township is authorized to alter, orally, any portion of these documents. During the period prior to submissions, alterations will be issued to Bidders as written Addenda. In the submission, the Bidder shall list all Addenda that were considered when the submission was prepared.

All questions shall be directed, in writing (by email) to the Clerk of Tay Valley Township. All questions/discrepancies identified must be sent to the Township at least four (4) business days prior to the submission due date.

The Corporation of Tay Valley Township
217 Harper Road,
Perth, Ontario K7H 3C6

Attention: Amanda Mabo, Clerk

Telephone: 613-267-5353 ext. 130

Toll Free: 1-800-810-0161

E-mail: clerk@tayvalleytwp.ca

Copies of all questions and answers and any addenda will be posted on the website no later than three (3) business days prior to the submission due date.

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13. Contract Documents and Order of Precedence

The Contract documents shall consist of all the pages of the RFP documents, issued by the Townships, and the Bidders submission. Do not remove any pages from the Township's Form.

These documents, and portions thereof, take precedence in the order in which they are named above, notwithstanding the chronological order in which they are issued or executed.

The intent of the Contract is that the Company shall supply equipment and materials or services complete and suitable for the Townships' intended use.

None of the conditions contained in the Bidders standard or general conditions of sale shall be of any effect unless explicitly agreed to by the Townships and set forth or specifically referred to therein.

14. Addenda

Bidders may be advised of addenda, of required additions, deletions or alternations in the requirements of the Request for Proposal documents. All such changes shall become an integral part of the Request for Proposal documents and shall be allowed for in arriving at the total submission price.

15. Bidders Checklist

To assist Bidders with completing a response to this Request for Proposal, a Bidder's Checklist is included as **Appendix "C"** of this Request for Proposal document.

16. Withdrawal

A Submission may be withdrawn at any time prior to the closing date and time at the Bidder's discretion. Withdrawal notification must be in written form, signed, and must be submitted to the Clerk. No Facsimile, telephone calls or emails will be accepted. After the official closing date and time, all Submissions received shall be irrevocable.

17. Harmonized Sales Tax

Harmonized Sales Tax (H.S.T.), or any other applicable taxes, will be paid **in addition** to the total price submission.

The quoted prices must clearly show the H.S.T. as a separate item from the total price submission.

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18. Public Opening

All submissions will be opened at the Municipal Office, 217 Harper Road, Perth, Ontario, on the same day and time as the closing date. All submissions will be deemed to be public documents and subject to public information requests.

19. RFP Results

The names of the Bidders and total bid prices will only be made available at the RFP Opening. After the RFP Opening, requests may be submitted to The Corporation of Tay Valley Township for the results and only the names of the Bidders and total bid prices, as read out at the RFP Opening, will be given in the reply. Bid results will be posted on Tay Valley Township's Website at www.tayvalleytwp.ca and on Drummond/North Elmsley Township's Website at www.dnetownship.ca within 48 business hours of the RFP opening.

20. Submission Acceptance

It shall be the policy the Townships that in any procurement of goods, services, facilities or construction invitations to submit a proposal to the Townships, the Townships reserve the right to reject an offer to supply goods and/or services or RFP's presented in response to the Townships' procurement processes where the Townships determine, in their sole and unfettered discretion, that the entity making the offer has performed poorly on any Townships contract during the previous five-year period. Townships Councils may remove a Bidders name from consideration for a contract under this Policy, for a period of up to five (5) years, on the basis of documented poor performance or non-performance on a Townships Contract.

Unless otherwise specified in this RFP, this RFP constitutes an irrevocable offer to provide the goods and/or services described herein **for a period of sixty (60) calendar days** from the closing date of the receipt of RFP.

The Bidder may be required to show, in terms of experience and facilities, evidence of its ability, as well as that of any proposed subcontractor, to perform the work by the specified delivery date.

The Townships reserve the right to award by item, or part thereof, groups of items, or parts thereof or all items of the Submission, and to award Contracts to one or more Bidders submitting identical prices, to accept or reject any Submission in whole or in part; to waive irregularities or omissions. If in so doing, the best interests of the Townships will be served. No liability shall accrue to the Townships for their decision in this regard.

The acceptance of any Submission is subject to appropriate funding acceptable to the Townships.

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The lowest, or any RFP, is not necessarily accepted.

The placing in the mail or delivery of a notice of award to the Bidder address, given in the Submission, shall constitute notice of acceptance of the Contract.

21. Selection Criteria

The evaluation criteria may include, but not be limited to, the following:

Criteria	Value
References	10%
Previous Experience	25%
Technical Description of Design	30%
Other (Points 6.7.4 – 6.7.6)	5%
Schedule of Fees	30%
TOTAL SCORE	100%

22. Insurance

Commercial General Liability Insurance

The Company shall, at their expense obtain and keep in force during the term of the Contract, Commercial General Liability Insurance satisfactory to the Townships. The policy shall be underwritten by an insurer licensed to conduct business in the Province of Ontario and include but not be limited to the following:

- a) Third party Bodily Injury, Personal Injury and Property Damage, to an inclusive limit of not less than \$5,000,000 per occurrence with an aggregate of not less than \$5,000,000.
- b) The Townships shall be added as an additional insured with respect to the operations of the Named Insured.
- c) The policy shall contain a provision for cross liability and a severability of interest clause.
- d) Non-owned Automobile Coverage for a limit of not less than \$5,000,000 including contractual non-owned coverage.
- e) Products and completed operations coverage.
- f) Contingent Employer's Liability.

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- g) Broad Form Property Damage.
- h) The policy shall contain a provision for contractual liability – oral and written.
- i) Owner's and Contractors Protective.
- j) The policy shall provide the Townships with 30 days' notice of cancellation or nonrenewal.

Professional Liability Insurance

The Company shall take out and keep in force Professional Liability insurance in the amount of \$5,000,000 providing coverage for acts, errors and omissions arising from their professional services performed under this Agreement. The policy SIR/deductible shall not exceed \$100,000 per claim and if the policy has an aggregate limit, the amount of the aggregate shall be double the required per claim limit. The policy shall be underwritten by an insurer licensed to conduct business in the Province of Ontario and acceptable to the Township. The policy shall be renewed for 3 years after contract termination. A certificate of insurance evidencing renewal is to be provided each and every year. If the policy is to be cancelled or non-renewed for any reason, 90 day notice to the said cancellation or non-renewal must be provided to the Townships. The Townships have the right to request that an Extended Reporting Endorsement be purchased by the Company at the Company's sole expense.

Professional Liability Coverage

The Company's insurance shall be primary coverage and not additional to and shall not seek contribution from any other insurance policies available to the Townships.

Certificate of Insurance

The Company shall provide a Certificate of Insurance evidencing coverage in force at least 10 days prior to contract commencement.

The Company remains responsible for maintaining the required insurance even if the certificates are never exchanged and/or requested.

23. Indemnification

The Company acknowledges that he/she is an independent Company and shall, defend, indemnify, protect and save harmless The Corporation of Tay Valley Township and the Corporation of the Township of Drummond/North Elmsley, its officers, members of municipal council, its agents and employees from any and against all damages, liabilities, claims, expenses, demands, loss, costs (including legal costs), actions, legal costs, suits or other proceedings by whomsoever made, directly or indirectly arising out of the Contract attributable to bodily injury, sickness, disease or death or to damage to or destruction of tangible property including loss of revenue or incurred expense resulting from disruption of service and caused by any acts or omissions of the Company, its officers, agents, servants, employees, customers, invitees or licensees, or occurring in or on the premises or third party premises as a result of activities of whatsoever nature arising out of the furnishing by the Company, its agents or employees of the materials and/or performing of the services covered by

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this Contract. This indemnity shall be in addition to and not in lieu of any insurance to be provided by the Supplier in accordance with this Contract, and shall survive this Contract.

24. Assignment

The Company shall not assign the Contract, or any portion thereof, without the prior consent of the Townships.

If the Townships agree to the assignment of the Contract, all Assignment Agreements will be prepared, at the sole cost of the Company, and under no circumstances will the Townships be responsible for these costs.

25. Failure to Enter into an Agreement

In addition to all of the Townships' other remedies, if a selected Bidder fails to execute the accepted agreement or satisfy any other applicable conditions within ten (10) days of notice of selection, the Townships may, in their sole and absolute discretion and without incurring any liability, approve an extension (*should agreement changes be requested*), rescind the selection of that Bidder and proceed with the selection of another Bidder.

26. Laws and Regulations

The Company shall comply with relevant federal, provincial and municipal statutes, regulations and by-laws pertaining to the work and its performance. The Company shall be responsible for ensuring similar compliance by its suppliers and sub-contractors.

The Contract shall be governed and interpreted in accordance with the laws of the Province of Ontario.

27. Warranty

The Company shall correct at their own expense, any defects in the service. Further, the Company shall provide a name, cellphone number and email address of the assigned personnel that will affect this warranty.

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28. Default by Company

If the Company commits any act of bankruptcy or if a receiver is appointed on account of its insolvency or in respect of any of its property or if the Company makes a general assignment for the benefit of its creditor, then, in any such case, the Townships may, without notice, terminate the Contract.

If the Company fails to comply with any request, instruction or order of the Townships or fails to pay its accounts or fails to comply with or persistently disregard statutes, regulations, by-laws or directives or relevant authorities relating to the work or fails to prosecute the work with skill and diligence or assigns or sublets the Contract without the Townships written consent or refuses to correct defective work or is otherwise in default in carrying out its part of any of the terms, conditions and obligations of the Contract, then, in any such case, the Townships may, upon expiration of ten (10) days from the date of written notice to the Company, terminate the Contract. Any termination of the Contract by the Townships, as aforesaid, shall be without prejudice to any other rights or remedies the Townships may have.

If the townships terminate the Contract, they are entitled to:

- Take possession of all of the work in progress and finish the work by whatever means the Townships may deem appropriate under the circumstances.
- Withhold any further payments to the Company until its liability to the Townships can be ascertained.
- Recover from the Company loss, damage and expense incurred by the Townships by reason of the Company's default (which may be deducted from any monies due or becoming due to the Company, any balance to be paid by the Company to the Townships).

29. Contract Cancellation

The Townships shall have the right, which may be exercised from time to time, to cancel any uncompleted or unperformed portion of the work or part thereof. In the event of such cancellation, The Townships and the Company shall negotiate a settlement.

The Townships shall not be liable to the Company for loss of anticipated profit on the cancelled portions of the work.

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30. Health & Safety

The Company assumes full responsibility for conforming with all legislation regarding the safety of his/her employees and the public on this Contract and all notices required to comply with the legislation.

Accordingly, the Company shall:

- (a) Provide a copy of your Company's Health and Safety Policy, dated not later than **2017**, to be submitted with the RFP.
- (b) **Provide a copy of the applicable WSIB Certificate of Clearance** or equivalent (if the Company is from outside Ontario), ensuring that all employees are fully covered by WSIB and its regulations, to be submitted with the RFP.

31. Accessibility

The Company shall provide a declaration that they are compliant with the Accessibility for Ontarians with Disabilities Act and its Regulations, to be submitted with the RFP.

32. Responsibility

The Townships shall not be responsible for any liabilities, costs, expenses, loss or damage incurred, sustained or suffered by any Bidder prior to, subsequent to, or by reason of the acceptance or the non-acceptance of an RFP save as provided in the Contract. The Townships reserve the right to reject any or all RFP's and to waive formalities as the interest of Townships may require without stating reasons, therefore, and the lowest or any RFP will not necessarily be accepted.

33. Payment

The Company will invoice the Corporation of Tay Valley Township on a monthly basis and payment shall be made within 30 days of receipt of the invoice. The Townships shall have the right to withhold, any sum otherwise payable to the Company, such amount as may be sufficient to remedy any defect or deficiency in the work, pending correction of the same.

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34. Municipal Freedom of Information and Protection of Privacy Act

Any personal information collected by or on behalf of the Townships under this Request for Proposal is subject to the *Municipal Freedom of Information and Protection of Privacy Act*. The information provided to the Townships may be used to confirm certain information provided in the submissions for this project. The person submitting this Proposal consents to such collection and use of the information. The person submitting this Proposal acknowledges the Proposal is a public document and that the information contained in the Proposal may become public and consents to the release of that information. By responding to this Request for Proposal, respondents waive any challenge to the Townships decision in this regard. Any questions regarding the collection, use, or disclosure of the information should be directed to the Clerk.

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APPENDIX "A" – DECLARATION

1. I, _____, of _____,
DECLARE that no person, firm or Corporation, other than the one whose signature or the signature of whose proper officers and seal is or are attached below, has any interest in this submission or in the Contract proposed to be taken.
2. **I FURTHER DECLARE** that this proposal is made without any connections, knowledge, comparison of figures or arrangement with any other company, firm or person making a submission for the same project and is in all respects fair and without collusion or fraud.
3. **I FURTHER DECLARE** that no member of the Township Council, or any Officer of The Corporation of Tay Valley Township and The Corporation of the Township of Drummond/North Elmsley is or will become interested, directly or indirectly, as a contracting party or otherwise, in the performance of the Contract, or in the supplies, work or business to which it relates or any portion of the profits thereof, or any such supplies to be used therein or in any of the monies to be derived therefrom.
4. **I FURTHER DECLARE** that several matters stated in the said proposal are in all respects true.
5. **I FURTHER DECLARE** that I have carefully examined the Request for Proposal document, and hereby acknowledge the same to be part and parcel of any contract to be let for the project therein described or defined and do all the work and to provide the services for the prices stated.
6. **I FURTHER DECLARE** that I have a clear understanding of all the work involved in this contract.
7. **I FURTHER DECLARE** that this offer is to continue open to acceptance until the formal contract is executed by the successful Company for the said project OR for a period of sixty (60) days after the closing date, whichever first occurs and that the Townships may, at any time, within that period, without notice, accept this Submission whether any other Submission has been previously accepted.
8. **I FURTHER DECLARE** that the awarding of the contract based on this Request for Proposal by the Townships shall be an acceptance of this Proposal.
10. **I FURTHER DECLARE** that in the event of default or failure on our part, that the Townships shall be at liberty to advertise for new Requests for Proposals, or to carry out the works in any other way they deem best, and I also agree to pay to the said Townships the difference between this Request for Proposal and any greater sum which the said Townships 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 Request for Proposals; and to indemnify and save harmless the said Townships and their officers from all loss, damage, cost charges and expenses which they may suffer or be put to by reason of any such default or failure on our part.
11. **I FURTHER DECLARE** that Addendum/Addenda No. _____, inclusive, has/have been received, and that all changes specified in the Addendum/Addenda have been included in the prices submitted.

Witness

Signature

Date

Name of Company

**THE CORPORATIONS OF TAY VALLEY TOWNSHIP
AND DRUMMOND NORTH ELMSLEY
REQUEST FOR PROPOSAL
ENGINEERING SERVICES TO RECONSTRUCT OTTY LAKE SIDE ROAD**

APPENDIX "B" – DEPOSIT CHEQUE – METHOD OF RETURN – FORM 4

Please complete this form indicating your preference
for returning your deposit.

The Company will **pick up** the deposit.
Township Staff will notify the Company when the cheque is available for pick-up.

If you are selecting this option, if possible, please provide the name of the representative who will pick up the cheque.

Name: _____

Send cheque by **Purolator Courier**.
Note: courier charges will be the responsibility of the Company.
My Purolator Account #: _____

Send cheque by **Regular Mail**.

Company Name: _____

Signature of company representative

Date: _____

**THE CORPORATIONS OF TAY VALLEY TOWNSHIP
AND DRUMMOND NORTH ELMSLEY
REQUEST FOR PROPOSAL
ENGINEERING SERVICES TO RECONSTRUCT OTTY LAKE SIDE ROAD**

APPENDIX “C” – CHECKLIST

To be submitted as part of the RFP.

1. Completed Declaration (Appendix “A”)
2. Completed Deposit Cheque – Method of Return – Form 4 (Appendix “B”)
3. Deposit 10% – Part “C” (#11)
4. Warranty Contact Information – Part “C” (#27)
5. 2017 Health and Safety Policy – Part “C” (#30)
5. WSIB Certificate of Clearance – Part “C” (#30)
6. Accessibility Declaration – Part “C” (#31)

To be submitted upon contract award.

7. Insurance Requirements – Part “C” (#22)

**THE CORPORATIONS OF TAY VALLEY TOWNSHIP
AND DRUMMOND NORTH ELMSLEY
REQUEST FOR PROPOSAL
ENGINEERING SERVICES TO RECONSTRUCT OTTY LAKE SIDE ROAD**

RFQ LABEL – FORM 1

To help identify your RFP, please **cut out the label below and affix this label to the outside of your RFP Envelope:**

THE CORPORATIONS OF TAY VALLEY TOWNSHIP AND DRUMMOND NORTH ELMSLEY TOWNSHIP REQUEST FOR PROPOSAL ENGINEERING SERVICES TO RECONSTRUCT OTTY LAKE SIDE ROAD	
The Corporation of Tay Valley Township 217 Harper Road, Perth, Ontario K7H 3C6	
Attention:	Amanda Mabo, Clerk
Telephone:	613-267-5353
Toll Free:	1-800-810-0161
E-mail:	clerk@tayvalleytwp.ca
CONTRACT NUMBER:	CLOSING DATE:
2017-PW-002	1:00 PM August 31st, 2017
YOUR COMPANY'S NAME AND ADDRESS: 	



Use the above label for your envelope when you submit your RFP Document.