



THE CORPORATION OF TOWNSHIP OF SOUTH GLENGARRY

6 OAK STREET, P.O. BOX 220

LANCASTER, ONTARIO

REQUEST FOR PROPOSAL

NO. 12-2023

Building Condition Assessments

Request for Proposal

CLOSING DATE for submission of Proposal is 1:00 p.m. on June 30, 2023.

Your proposal shall be submitted by email to the Deputy Clerk, Kayce Dixon:

kdixon@southglengarry.com

**All inquiries should be directed to Sherry-Lynn Servage,
General Manager of Parks, Recreation and Culture**

THE CORPORATION OF THE TOWNSHIP OF SOUTH GLENGARRY

Request for Proposal 12-2023 Building Condition Assessments

Information to Respondents

1. INTRODUCTION

The Township of South Glengarry is seeking the services of a multi-disciplinary engineering Consultant to complete detailed non-destructive condition assessments of select Township of South Glengarry buildings, including a comprehensive facility condition assessment and capital renewal analysis to understand the physical condition and life expectancy of our building asset portfolio.

2. PROJECT OVERVIEW

The Township of South Glengarry owns and operates a variety of buildings consisting of office buildings, garages, salt depots, storage buildings, recreation facilities, etc. and proposes to undertake a comprehensive condition assessment and capital renewal analysis. The Township is now undertaking a strategic update to the Asset Management Plan for Non-Core Assets and is seeking the services of qualified respondents to undertake key activities to provide technical expertise and to support components of the plan update in regard to building assets.

The assessments shall be carried out across all relevant aspects of functionality through visual, non-destructive site assessments. In addition to determining the current condition, assessments should identify an upgrading strategy to have the sites remain safe and operational for the 5, 10, 15, and 30 year horizon levels.

3. MANDATORY SUBMISSION REQUIREMENTS

A) Appendix C

Each quotation must include a Submission Form (Appendix C) completed and signed by an authorized representative of the Respondent.

B) Pricing

Each quotation must include pricing information. Within the pricing information, the Respondent must include the Pricing Form that is included in the Submission Form (Appendix C).

C) Other mandatory submission requirements

a. Submission Format

In order for the Township to conduct a thorough evaluation of all Submissions, Submissions must be well ordered, detailed and concise. Clarity of language and adequate documentation are essential. Respondents are requested to provide detailed technical/functional information. General sales and promotional literature will not suffice and may not be considered.

Submission should be submitted electronically to the RFP Contact and include a table of contents noting all requirements by section.

b. Submission Content

The submission should not exceed a maximum of 20 single-sided, letter sized pages, excluding the Executive Summary, appendices, cover pages and table of contents. The presentation of the Submission should include the following main headings and subheadings with the requested information stated within each specific section as detailed below.

D) Executive summary

Respondents should provide a brief summary of their understanding of the objectives of this RFP and describe how the Respondent will address those objectives. The executive summary should be a maximum of 3 single-sided, letter sized pages.

E) Qualifications and experience

Corporate Profile

General information regarding the Respondent, including:

- A profile of the Respondent including years in business
- Documentation confirming the Respondent's capacity to deliver the Project on time and on budget including total number of employees.
- An overview of the Respondent's experience in providing similar Services
- Any subconsultants, indicating the specific roles and responsibilities which will be assigned.

Corporate and Project Team Experience

The Respondent's corporate experience in completing projects of similar size and scope shall be listed in a table format showing the following:

- Municipal client name
- Project name
- Project Description
- (Sub)Consultant's Project Manager and Project Team
- Services provided
- Year of project completion
- Final project cost
- Client contact name, address, phone number

A complete Team Organization Chart shall be included in the Respondent's submission. The Team Organization Chart shall include subconsultants, if required, and clearly identify the responsible team member for each primary Project requirement and task.

Key positions to be listed shall include:

- Project Manager

- Professional Staff and Technical Support Team
- A listing of key personnel and associates who will be performing the various tasks on behalf of the subconsultant

Respondents are also requested to confirm, in their Submissions, the availability of key staff during the term of the Contract.

F) Project understanding and methodology

- A clear description of the Respondent's understanding of the Project including the purpose of the Project, based on the information provided in this RFP.
- A description of the nature of work and key considerations involved in meeting the overall objectives of the Project.

G) Assumptions made

The Respondent must identify any assumptions made in the preparation of the Submission that are not clearly defined in the scope of work. Any assumptions made which contradict the clear requirements of the RFP are invalid and may result in rejection of the Submission. The Respondent shall be responsible for any risks associated to any assumptions made without prior consultation with the Township during the RFP process.

4. PRE-CONDITIONS OF AWARD

4.1 Insurance

The successful Respondent will be required to provide the following insurance and shall provide the certificate of insurance within 10 days of the contract being awarded to the Respondent:

4.2 Comprehensive General Liability

The insurance coverage shall be \$5,000,000 for general liability. When requested the Respondent shall provide the Client with proof of Comprehensive General Liability (inclusive limits) and naming the Township of South Glengarry as additional insured.

4.3 Professional Liability Insurance

The insurance coverage shall be \$2,000,000 for professional liability. When requested the Respondent shall provide the Client with proof of Professional Liability (inclusive limits).

4.4 Change in Coverage

It is understood and agreed that the coverage provided by the policy will not be changed or amended in any way, nor cancelled by the Respondent until thirty (30) days after written notice of such change or cancellations has been personally delivered to the Client.

4.5 Workplace Safety and Insurance Board (WSIB)

The Respondent must be in compliance with the Workplace Safety and Insurance Act, as amended, throughout the term of this Agreement and shall submit a valid and current Workplace Safety and Insurance Board (WSIB) Clearance Certificate prior to commencement of the Agreement and at any other time during the Agreement when requested.

Where the Respondent is not required to be registered with the WSIB and is not covered by WSIB Optional Insurance, the Respondent shall maintain Employer's Liability Insurance in the amount of \$2,000,000 per occurrence. Evidence of this coverage must be included on the Township's standard Certificate of Insurance form.

If the Respondent is a sole proprietor, partnership or other legal entity with no employees, the Township, at its sole discretion, may accept a signed waiver in lieu of the above requirements.

5. INQUIRIES AND ADDENDA

5.1 It shall be the Respondent's responsibility to clarify any points in question prior to submitting a Proposal.

5.2 Verbal clarification shall not be interpreted to change the intent or contents of this RFP. The Corporation retains the right to decline to answer any inquiry.

5.3. All questions or requests for clarification shall be emailed to the General Manager of Parks, Recreation and Culture no later than June 16, 2023.

Email: sbservage@southglengarry.com

Any responses made on behalf of Corporation will be via email or through the issuance of an addendum. Inquiries received after that time, are not guaranteed a response prior to the Proposal submission deadline.

5.4. Addenda issued pursuant to this RFP become part of the RFP and every Proposal will be deemed to include all such addenda.

5.5 Any addendum issued will be posted on the Corporations website unless otherwise indicated. It is the Respondent's responsibility to check the Corporation's website for the addenda.

5.6 If there is interest to visit buildings/facilities sites, site visit dates and times will be communicated via addendum.

6. PROJECT TIMELINE

The procurement process and project timeline is outlined below. The timeframe to complete the project, including the final submission of all documents, is December 1, 2023. A project schedule must be submitted with the Respondent's Proposal as outlined in the Evaluation Criteria subsection 7.3.

Steps	Proposed Schedule
Request for Proposal Issued	June 9, 2023
Deadline for Inquiries from Proponents	June 16, 2023
Addendum Issued	June 19, 2023
Submission Deadline	June 30, 2023
Award Project	July 17, 2023 (this is subject to change)

Project Completion	December 1, 2023
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7. EVALUATION CRITERIA

The following sets out the categories, weightings, and descriptions of the rated criteria of the RFP. Respondents must achieve a minimum score of 60% (60 points) out of 100 points. If any Respondent does not achieve a score of 60 points following evaluation of its Submission, the Submission will be rejected and the Respondent will not proceed to the next stage of the evaluation process.

Non-Price Rated Criteria Category	Weighting (Points)
i. Submission	10
ii. Experience and Qualifications	25
iii. Project Understanding and Methodology	25
iv. Pricing	40
Total Points	100

7.1 Submission (10 Points)

- Responsiveness to the RFP, completeness/comprehensiveness of Submission
- Demonstrated willingness to comply with terms and conditions of the RFP

7.2 Experience and Qualifications (25 Points)

Each Responded must provide their experience and qualifications as outlined under Section 3) Mandatory Submission Requirements, Subsection E).

7.3 Project Understanding and Methodology (25 Points)

- In addition to project understanding and methodology as outlined under Section 3) Mandatory Submission Requirements, Subsection F);
- Demonstrates full understanding of the Project objectives and the Services to be provided
- Description of the methodology that describes key elements of the approach that would be employed by the Responded in providing Services in relation to this Project, awarded as a result of the RFP. The methodology needs to be very detailed, but must contain sufficient information to demonstrate a clear understanding of the needs of the Project and describe step by step procedures and **a project schedule** of activities which indicates how the Respondent proposes to meet the requirements of the Project.

6.4. Review Committee

The review committee will be comprised of Township Staff.

The Township reserves the right to select any or none of the proposals.

6.5. Pricing Information (40 Points)

- Respondents must submit their pricing information by completing the **Pricing Form in Appendix C – Submission Form, Section 7** and including it with their price information as part of their proposal.
- Rates must be provided in Canadian funds, inclusive of all applicable duties and taxes except for HST, which should be itemized separately.
- Unless otherwise indicated in the requested pricing information, rates quoted by the Respondent must be all-inclusive and must include all labour and material costs, all travel and carriage costs, all insurance costs, all costs of delivery, all costs of installation and set-up, including any pre-delivery inspection charges, and all other overhead, including any fees or other charges required by law.

7. CORPORATIONS RIGHTS

- 7.1 A Respondent's submission or the Corporation's evaluation of any Proposal does not obligate the Corporation to accept it or any Proposal or to proceed further with this RFP. The Corporation may, in its sole discretion, and for any or no reason, elect not to proceed with this RFP, elect not to accept any or all Proposals, and/or cancel this RFP. The Corporation is under no obligation to enter into a Contract where only one Proposal is received before the Submission Deadline, whether or not such Proposal has been opened or evaluated.
- 7.2 In addition to any other express rights of the Corporation or any other rights which may be implied in the circumstances, the Corporation reserves the right to:
- (i) accept a Proposal and award the Contract without negotiations;
 - (ii) waive minor irregularities at its sole discretion;
 - (iii) request that a Respondent rectify any minor deviation at its sole discretion;
 - (iv) verify with a third party any information contained in a Proposal;
 - (v) check references other than those provided by a Respondent;
 - (vi) adjust a Respondent's evaluation or reject a Respondent's Proposal on the basis of:

- information provided by a Respondent where the Corporation has exercised its right to request clarification or supplementary information;
 - misrepresentations or any other inaccurate or misleading information;
- (vii) discuss with any Respondent and/or negotiate with any Respondent different or additional terms to those contemplated in this RFP;
- (viii) accept the whole or any part of a Proposal or a combination of parts of a Proposal; or
- (ix) cancel this RFP at any stage and issue a new RFP for the same or similar goods and/or services.

8. AWARD OF CONTRACT

- 8.1 The award and execution of a Contract will be made in accordance with the Corporation's Procurement Policy and shall be subject to the approval of Council.
- 8.2 The Corporation will give notice to the successful Respondent(s), by means of a Letter of Contract Award, that it requires the Respondent to enter negotiations with the Corporation or that it wishes to award the Contract without negotiation. Upon receipt of a Letter of Contract Award, the successful Respondent shall either execute the Contract prepared by the Corporation based on the Contract Terms and the Terms of Reference or, if subsequent to the Submission Deadline, changes have been made to the Terms of Reference, commence negotiations with the Corporation to finalize the terms of the Contract.
- 8.3 In carrying out negotiations the Corporation shall not be limited in what it may explore or negotiate, during Contract negotiations with the successful Respondent(s). The Corporation and the successful Respondent(s) agree to negotiate in good faith and to use reasonable commercial efforts to negotiate the final terms of the Contract within ten business days next following the issuance of the Letter of Contract Award.

Notwithstanding such negotiations, each Proposal shall remain valid and irrevocable and shall not be amended by the Respondent for the duration of the period of irrevocability.

- 8.4 The Corporation and the Successful Respondent(s) agree to negotiate in good faith and to use reasonable commercial efforts to negotiate the final terms of the Contract within ten (10) business days next following the issuance of the Letter of Contract Award.

8.5 In addition to the Corporation's other rights, if the Successful Respondent(s) fails to negotiate in good faith or the parties fail to come to an agreement on the terms of the Contract within such ten (10) day period, the Corporation may, in its sole and absolute discretion, and without in any way limiting any other recourse that it may have under this RFP or at law:

- (i) extend the ten (10) day period to negotiate the Contract; and/or,
- (ii) request the successful Respondent(s) to resubmit some or part of the Proposal, without affecting the irrevocability of the original Proposal; and/or,
- (iii) Suspend or cancel negotiations with the successful Respondent(s), with or without rejecting its Proposal, and commence negotiations with another Respondent who shall be treated as though it were the successful Respondent(s), to attempt to finalize the terms of the Contract following the process described in this section with that other Respondent.

APPENDIX A

THE DELIVERABLES

The Township owns and operates a variety of buildings including offices, garages, fire halls, an arena, water and wastewater treatment plants, pumping stations, etc. Refer to Appendix B for the full list of buildings included in this project.

The Township is now undertaking a strategic update to the Asset Management Plan for Non-Core Assets and is seeking the services of qualified respondents to undertake key activities and provide technical expertise and to support components of the plan update in regards to Building Assets, as detailed below:

1. Review and update the inventory of 36 buildings/facilities (listed in Appendix B), providing specific details of their components following Level 2 of UNIFORMAT II standards for classification of building elements. Please refer to official UNIFORMAT II documentation for more detailed information. All buildings/facilities will, at a minimum, require the following data:
 - a. Name
 - b. Location
 - c. Hamlet
 - d. In-service year
 - e. Gross floor area
 - f. Township ID
 - g. Asset class
 - h. Asset components
 - i. Two cover photos
 - j. As applicable, individual elements' manufacturer, model #, serial #, warranty term.
 - k. If appropriate, additional general description in regards to facility type/function.

Any available Township records will be provided to the Respondent as a baseline but should not be solely relied on. The respondent may need to obtain details during their own inspections/research.

2. Assess physical condition and rate buildings/facilities and their components through visual, non-destructive site assessments. All buildings/facilities will be evaluated using the Facility Condition Index (FCI) Ratings. The buildings/facilities' components evaluation is based on the following rating:

Descriptive Rating	Condition Score (minimum)	Condition Score (maximum)	Description of Condition
Very Good	81	100	Performing very well, no noticeable defects.
Good	61	80	Component is performing adequately; no work is foreseen in next 10 years.
Fair	41	60	Component is operational, but replacement is required in 5-10 years.
Poor	21	40	Component requires replacement in next 1-5 years.

Very Poor	0	20	Component is beyond useful life (or not functioning); recommend for replacement in current year.
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Photos of the components to support the assessments are required. In general, one photo per component that are in very good or good condition and at least two photos per component that are in fair, poor, or very poor condition. Components include fixed items such as windows and doors as well as HVAC units, hot water tanks, etc.

3. Determine a standard method of future condition evaluations for in-house purposes.
4. Determine estimated useful life (EUL) of the buildings/facilities and individual elements lifecycle expectations for components. The life expectancies of building systems must be based on an accepted industry standard.
5. Provide calculations (formulas) that predict rate of deterioration of buildings/facilities per building/facility type.
6. Estimate current replacement value of each building/facility, broken into componentized individual elements.
Note: The total replacement cost of the building must equal the replacement cost of all individual elements that the building is comprised of. This value is the cost to rebuild the equivalent building/facilities, complete with comparable components, and includes material, labour and design costs. Estimates are for renewal of like-for-life components; however, the Respondent can also enter data for upgraded components where there is opportunity for energy savings or more efficient operation of the existing components.
7. Forecast capital renewal costs of the buildings/facilities including anticipated useful life extension and recommended lifecycles (e.g. minor rehabilitation, major rehabilitation, replacement) within the next 10 years. Additionally, provide preventative maintenance recommendations, if any, to prolong useful life.
8. Propose a methodology to evaluate/assess and manage risk following the principles of ISO 31000. The risk management approach will be used to identify the rehabilitation needs and their priority.
9. Review Township's defined levels of service (LOS) for building assets and provide recommendations to modify/update, document and measure current LOS and set targets to proposed LOS.
10. Review compliance with regulatory requirements. Information provided will be used to update and give necessary direction to achieve compliance with the requirements in O.Reg. 588/17: Asset Management Planning for Municipal Infrastructure.
11. Provide Comprehensive COPE (construction, occupancy, protection, exposure) information for all buildings/facilities, as well as up to date appraisals.

Final Report

The final report shall demonstrate in detail the abovementioned deliverables identified as a minimum set of service products required by the Township. This document shall also include separate summary reports for the project as follows:

- Updated inventory and condition assessment report of all facilities indicated in Appendix B.
- Assets valuation, lifecycle management strategies, and risk management planning documentation/report.
- Communicate the requirements for the sustainable delivery of services through management of Building Assets, compliance with regulatory requirements, and required funding to provide the appropriate levels of service of a 10-year planning period.

Upon approval of the draft report, the Respondent will be providing the Township with three (3) final hard copies in addition to an electronic copy including PDF's, Excel Spreadsheets, photos, inspection reports, etc.

THE CORPORATION OF THE TOWNSHIP OF SOUTH GLENGARRY

Request for Proposal 12-2023 Building Condition Assessments

APPENDIX B – FACILITIES AND LOCATIONS

Facilities categorized by department:

Department	Name	Location	In Service Year	Asset ID
Admin	TOSG – Township Hall	6 Oak St, Lancaster, ON K0C 1N0	1998	AD1HD046
	Airport Main Hanger	19403 Airport Rd, Summerstown, ON K0C 2E0	1986	AI1XX004
Recreation	Williamstown Office (Celtic Music Hall of Fame)	19687 William St, Williamstown K0C2J0	2012	ADWIL1-2012
	Green Valley Community Centre	4159 MacKinnon Rd, Green Valley, K0C1L0	2009	RE3GV004-2009
	Martintown Skate Rink	5116 Nine Mile Rd, Martintown, ON K0C 1S0	2011	
	Bainsville Community Centre	6095 Florence St, Bainsville, ON K0C 1E0	2005	RK2PK002
	Glen Walter Park	6618 Glen Walter Park Road, Glen Walter	1989	RK6PK002
	Char-Lan Recreation Centre (Arena)	County Rd 17, Williamstown, ON K0C2J0	1974	RE1CL002
	Paul Rozon Park C.C.	19715 John, Williamstown ON K0C2J0	2015	RK5PK002
	Nor-Westerns Museum	19651 County Rd 17, Williamstown, ON K0C 2J0	1967	RE4MU002
	Glendale Park – Empey Poirier Park	6086 Vine St, Williamstown, ON K0C 2J0	1985	RK1PK006
	Legion at Smithfield Park	119 Military Road, Lancaster K0C1N0	1975	LAVIII
	Lancaster Library	195 S Rd Military, Lancaster, ON K0C 1N0	1985	AD4LI002
	Lan-Char Medical Centre	20 Victoria St, Lancaster, ON K0C 1N0	1973	ME1XX002

	Smithfield Park Building	119 Military Road, Lancaster K0C1N0	2021	Smithfield Park
Roads	North Lancaster Public Works (Incl. Optimist Building)	4841 2 nd Line Rd.	1980	RD1HD005
	Airport Road Public Works Garage	19403 Airport Rd, Summerstown, ON K0C 2E0	2021	Airport Rd Roads Garage
	Airport Road Salt Dome	19403 Airport Rd, Summerstown, ON K0C 2E0		
	Beaver Brook Landfill	19281 Beaver Brook Road	1995	LF1XX003
Water	Glen Walter Water and Wastewater Treatment Plant	18352 County Road 2		
	Glen Walter Pump Station	18352 County Road 2		
	Glen Walter Water Garage	18352 County Road 2		
	Glen Walter – Bray Street Pump Station	6618 Glen Walter Park Road		
	Glen Walter – Yacht Boulevard Pump Station	Yacht Boulevard		
	Redwood Estates – Water Treatment Plant	6211 Shannon Lane		
	Lancaster – Water Treatment Plant	20521 Old Montreal Road		
	Lancaster – Old Montreal Road Pump Station	20419 Old Montreal Road		
	Lancaster – South Beech Pump Station	Property South of 18 Oak Street		
	Lancaster – Water Tower (small heated area)	2 Victoria Street.		
Lancaster – Old Water Treatment Plant	28 Duncan Street			
Fire	Glen Walter Fire Hall	6650 Bray St, Cornwall, ON K6H 5R5	2016	FI2GW002
	Midway Pump House Summerstown Station		1985	FP1XX002
	Williamstown Fire Hall	19686 William street	2023	FI6WM002

	Lancaster Fire Hall	221 Military Rd N, Lancaster, ON K0C 1N0	2001	F13LA002
	Martintown FH & CC	4850 County Rd 20, Martintown ON K0C1S0	2009	F14MA002-2009
	North Lancaster Fire Hall	221 Military Rd N, Lancaster, ON, K0C1N0	1996	F15NL002

THE CORPORATION OF THE TOWNSHIP OF SOUTH GLENGARRY

Request for Proposal 12-2023 Building Condition Assessments

APPENDIX C – SUBMISSION FORM

1. Respondent Information

Please fill out the following form, naming one person to be the Respondent's contact for the RFP process and for any clarifications or communication that might be necessary.	
Full Legal Name of Respondent:	
Any other relevant name under which respondent carries on business:	
Street Address:	
City, Province/State:	
Postal Code:	
Phone Number:	
Company Website (if any):	
Respondent Contact Name and Title:	
Respondent Contact Phone:	
Respondent Contact Email:	

2. Ability to Provide Deliverables

The Respondent has carefully examined the RFP documents and has a clear and comprehensive knowledge of the Deliverables required. The Respondent represents and warrants its ability to provide the Deliverables in accordance with the requirements of the RFP for the rates set out in its quotation.

3. Addenda

The Respondent is deemed to have read and taken into account all addenda issued by the Township prior to the Deadline for Issuing Addenda.

4. Communication with Competitors

For the purpose of this RFP, the word 'competitor' includes any individual or organization, other than the Respondent, whether or not related to or affiliated with the Respondent, who could potentially submit a response to this RFP.

Unless specifically disclosed below under Disclosure of Communications with Competitors, the Respondent declares that:

- a) It has prepared its quotation independently from, and without consultation, communication, agreement or arrangement with any competitor, including, but not limited to, consultation, communication, agreement or arrangement regarding:
 - i) Prices;
 - ii) Methods, factors or formulas used to calculate prices;
 - iii) The quality, quantity, specifications or delivery particulars of the Deliverables;
 - iv) The intention or decision to submit, or not to submit, a quotation; or
 - v) The submission of a quotation which does not meet the mandatory technical requirements or specifications of the RFP; and
- b) It has not disclosed details of its quotation to any competitor and it will not disclose details of its quotation to any competitor prior to the notification of the outcome of the procurement process.

Disclosure of Communications with Competitors

If the Respondent has communicated or intends to communicate with one or more competitors about this RFP or its quotation, the Respondent discloses below the names of those competitors and the nature of, and reason for, such communications:

5. Conflict of Interest

The respondent declares that there are no conflicts of interest as part of the submission of this RFP. If the Respondent declares an actual or potential Conflict of interest, they must provide the details below.

6. Disclosure of Information

The Respondent hereby agrees that any information provided in this quotation, even if it is identified as being supplied in confidence, may be disclosed where required by law or by order of a court tribunal. The Respondent hereby consents to the disclosure, on a confidential basis, of this quotation by the Township to the advisers retained by the Township to advise or assist with the RFP process, including with respect to the evaluation of this quotation.

Pricing Form – see next page.

APPENDIX D – FORM OF AGREEMENT (ONLY COMPLETED UPON AWARD)

TOWNSHIP OF SOUTH GLENGARRY

CONTRACT 12-2023

THIS AGREEMENT made this _____ day of _____, 2023.

BETWEEN: The Corporation of the Township of South Glengarry (hereinafter referred to as the 'Township')

OF THE FIRST PART

AND: _____

(hereinafter referred to as the "Respondent")

OF THE SECOND PART

WHEREAS the Township issued a request for proposals for the Building Condition Assessment (RFP);

AND WHEREAS the Respondent submitted a response to the RFP (The Proposal)

AND WHEREAS the Township has agreed to accept the Proposal of the Respondent and enter into the contract for the completion of the work called for under the RFP under terms and conditions hereinafter set out;

1. **Interpretation.** Capitalized words and phrases shall have the meanings given to them herein and any capitalized words and phrases not defined herein shall have the meaning given to them in the RFP.
2. **Project.** The work to be completed by the Respondent (the 'Work') includes all of the labour and materials and products required for the project as defined in the RFP.
3. **Schedule.** The respondent agrees to commence the Work immediately and to complete the work and the project on schedule as indicated in the Project Schedule.
4. **Contract documents.** The provisions herein and following are the contract documents that form part of the agreement between the Township and the Respondent in respect of the Project and Work and collectively are referred to as the 'Agreement'.
 - a. The RFP, including any Addendums thereto;
 - b. This Agreement; and

c. The Proposal

In the event of a conflict between the terms herein, the RFP and the Proposal, the priority for the interpretation shall be (1) the RFP, (2) the Agreement and (3) the Proposal.

5. **Contract Price.** The contract price shall be the sum of _____, which price is the all-inclusive, together with Harmonized Sales Tax (HST) of _____, which makes the total amount plus HST of _____ (the Contract Price). The respondent will invoice the Township for work that has been completed at key intervals as determined by the parties. Such invoices shall include a detailed description of the tasks included therein, in conformity with the approved work plan, and shall contain a list of the disbursement and applicable taxes. Monthly payments for work done may be paid up to 85% of the estimated value of the work performed; after 45 days of the date of acceptance of the completed contract, the remaining balance will be released to the Respondent.
6. **Turnkey.** The Respondent acknowledges and agrees that the Project is a turnkey project and that the contract price shall include the cost of labour, materials and equipment and all other costs associated with the engineering, design, construction and installation of the Project. There shall be no claim for extras or additional costs, including costs due to unknown or undisclosed conditions and all risks with respect to additional costs, including extras, shall be with the Contractor.
7. **Subcontractors.** The Respondent shall: enter into contracts or written agreements with subcontractors, including identified in the list submitted by the Respondent to the Township pursuant to the RFP; incorporate the terms and conditions of the Agreement into all contracts or written agreements with such subcontractors or suppliers; be fully responsible to the Township for the acts and omissions of the subcontractors, suppliers and of persons directly or indirectly employed by them or contracted by them as well as for the acts and omissions of persons directly employed by the Company; and, obtain the Township's written approval of any changes to the subcontractors or suppliers in accordance with the RFP.
8. **Damage.** The contractor acknowledges the Respondent will be responsible for any damage caused during the provision of described services.
9. **Labour and Products.** The Respondent shall provide and pay for labour, products, tools, construction machinery and equipment and all other equipment, parts and supplies, water, heat, light, power, transportation or other facilities and services, including design services necessary for the performance of the Work.

10. **Clean-up.** The Respondent shall maintain the place of work in a tidy condition and free from the accumulation of waste products and debris. The Respondent shall remove waste products and debris and leave the place of work clean and suitable for occupancy by the Township before the completion of the contract.
11. **Changes of Work.** Although this is intended to be a turnkey fixed price contract, in the event that there shall be any change in Work agreed to between the parties, then prior the performance of such Work, the Respondent shall provide notice in writing describing the proposed change in the Work to the Township, including a fixed price cost for such changes in work. The changes in Work shall only proceed if agreed to by the Township and only at the fixed price therein.
12. **Delays.** The Respondent shall only be entitled to be excused from completion of this contract due to delays which are the result of a deliberate act or omission or negligence of the Township or its employees, in which case the contract shall be extended for the reasonable time as agreed to between the Township and the Respondent based on such delays.

13. Default and Termination

13.1 If the Respondent is adjudged bankrupt, or makes a general assignment for the benefit of creditors because of the Respondent's insolvency, or if a receiver is appointed because of the Contractor's insolvency, the Township may, without prejudice to any other right or remedy the Township may have, terminate the Agreement, by giving the Contractor or receiver or trustee in bankruptcy Notice in Writing to that effect.

13.2 If the Respondent neglects to prosecute the Work properly or otherwise fails to comply with the requirement of the Agreement to a substantial degree and if the Township has given a written statement to the Respondent that sufficient cause exists to justify such action, the Township may, without prejudice to any other right or remedy the Township may have, give the Respondent Notice in Writing that the Respondent is in default of the Respondent's contractual obligations and instruct the Respondent to correct the default in the five (5) business days immediately following the receipt of such Notice in Writing.

13.3 If the default cannot be corrected within the five (5) business days or in such other time period as may be subsequently agreed in writing by the parties, the Respondent shall be compliant with the Township's instructions if the Respondent:

- a) commences the correction of the default within the specified time,
- b) provides the Township with an acceptable schedule for such correction, and

c) corrects the default in accordance with the terms of this Agreement and with such schedule.

13.4 If the respondent fails to correct the default in the time specified or in such other time period as may be subsequently agreed in writing by the parties, without prejudice to any other right or remedy the Township may have, the Township may:

a) correct such default and deduct the cost thereof from any payment then or thereafter due to the Contractor, or

b) terminate the Respondent's right to continue with the Work in whole or in part of terminate the Agreement.

13.5 If the Township is entitled to terminate the Agreement under the provisions herein, the Township shall be entitled to take possession of the Work and the equipment, utilize any documents provided construction machinery and equipment and finish the Work by whatever reason or method the Township may consider expedient and charge the Respondent for the cost of completion of the Work and any losses suffered by the Township as a result thereof.

13.6 If the Township terminates the Agreement, the Township may: withhold any further payments to the Respondent until its liability to the Township is ascertained; recover from the Respondent any loss, damage and expense incurred by the Township by reason of the Respondent's default (which may be deducted from any monies due or becoming due to the Respondent); and, set off any amounts owing to the Respondent the amount of any loss, damage and expense incurred by the Township by reason of the Respondent's default.

13.7 Any termination of the Agreement by the Township, as aforesaid, shall be without prejudice to any other rights or remedies the Township may have.

13.8 The Township shall not be responsible for the Respondent for loss of anticipated profit or cancelled portion or portions of the Project of the Work.

14. **Laws.** The Respondent shall be required to comply with all laws, ordinances, rules, regulations or codes, including the *Ontario Building Code*, *Occupational Health and Safety Act*, applicable to the Work and the Project.

15. **Permits.** The Respondent shall obtain and pay for all building permits and other permits, licences and certificates necessary for the performance of the Work.

16. **Insurance.** The Respondent agrees to maintain the insurance required under the terms of this contract, including specifically the RFP and as approved under the Proposal for the entire time of the contract. The Township shall be named as an additional insured throughout the period of the contract. A certificate of such insurance will be provided prior to the Commencement of the Work.
17. **Environmental.** The respondent shall be responsible for compliance with all environmental rules, laws, ordinances and regulations, shall take all reasonable steps to ensure that no person suffers injury, sickness or death and that property is not injured or damaged or destroyed as a result of exposure to or the presence of toxins or hazardous materials or substances, including all requirements relating to the storage disposal and rendering harmless of toxins and hazardous substances or materials. The Respondent shall indemnify and hold harmless the Township, its agents, servants and employees from and against all claims, demands, losses, costs, damages, actions, suits or proceedings, including penalties and fines arising out of or resulting from exposure to or the presence of toxins or hazardous substances or materials during the performance of the Work and construction of the Project.
18. **Consequential damages.** Under no circumstances shall the Township be exposed to, nor shall the Respondent make any claim against the Township for consequential damages or indirect damages, including loss or damage to profit, reputation or revenue.
19. **Replacement Personnel.** None of the key personnel identified in the Proposal or any subcontractors or other Respondent identified in the Proposal may be substituted without the prior written consent of the Township not to be unreasonably withheld.
20. **Notices.** Any notices required or desired may be sent by email, fax, personal deliver or registered post addressed to the parties as follows:
- c) To the Township at: 6 Oak St. Lancaster, ON K0C 1N0
 - d) To Respondent at: _____

Any notices sent by prepaid registered post shall be deemed to be received on the second business day following the posting thereof.

21. **Confidentiality of information.** Except as required by the Municipal Freedom of Information and Protection of Privacy Act, the Township and the Respondent shall keep confidential all matters respecting technical, commercial and legal issues relation to or arising out fo the Work or the performance of this Agreement and shall not, without the

prior written consent of the other, disclose any such matters, except in strict confidence, to its directors, officers, employees, agents, subcontractors and professional advisors on a need to know basis. The foregoing restriction does not apply to any information which is or becomes generally available to the public or which is known to such person prior to its receipt of the information from the other Party or which was obtained from any third party who obtained the information lawfully, and under no obligation of secrecy.

21.1 The foregoing restriction does not apply to the extent disclosure is required by law. To the extent that any information about identifiable individuals is obtained by the Respondent, the Respondent agrees to treat such information in accordance with the standards of the Personal Information Protection and Electronic Documents Act c.5, Statutes of Canada 2000.

21.2 All public communications and advertising of the Project are subject to the prior written approval of the Township.

22. General

22.1 *Survival.* Upon delivery of notice of termination, this Agreement shall thereupon be terminated and all rights and obligations of the parties under this Agreement shall cease, subject to any obligations outstanding as of the date of such termination. Notwithstanding the foregoing, all obligations of the parties which, by their nature, require performance of fulfillment following the expiry or sooner termination of this Agreement, shall survive the expiry or sooner termination of this Agreement.

22.2 *Relationship.* The relationship of the parties shall be that of independent contractors. Neither party nor its agents will have authority to make any agreement or incur any liability on behalf of the other party, except as set forth in this Agreement.

22.3 *Successors and Assigns.* This agreement shall ensure to the benefit of and be binding upon the parties hereto and their respective successors and assigns, provide that the Respondent may not assign the Contract in whole or in part without the written approval of the Township which the Township may withhold in its discretion.

22.4 *Governing Law.* This agreement shall be governed by and construed in accordance with the laws of the Province of Ontario.

22.5 *Waiver*. No waiver of any breach of any term or provision of this Agreement shall be effective or binding unless made in writing and signed by the party purporting to give the same and, otherwise provided, shall be limited to the specific breach waived.

22.6 *Severability*. If any term of this agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then this Agreement, including all of the remaining terms, will remain in full force and effect as if such invalid or unenforceable term had never been included.

22.7 *Entire agreement*. This agreement, along with the Contract Documents referred to in Section 4 represent the entire agreement between the parties and may not be amended except by further agreement in writing.

This agreement dated _____ day of _____, 2023

Signed, Sealed and Delivered

The Township of South Glengarry

Lachlan McDonald, Mayor

Kelli Campeau, Clerk

(Respondent Company Name)

Name:

Title: