



Phil Dwyer, C.E.T., DPA
Manager of Public Works

The Corporation of the Town of South Bruce Peninsula
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N0H 2T0

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REPORT RE: COW January 18, 2011
REPORT NO: PW12-2011

SUBJECT: PROFESSIONAL SERVICES ROSTER - REQUEST FOR PROPOSAL

RECOMMENDATION: THAT Council authorize the Manager of Public Works to proceed to advertise a Request for Proposal for a Professional Services Roster.

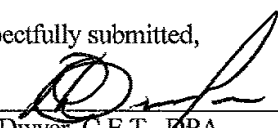
BACKGROUND: The attached Request for Proposal is proposed to be advertised to allow the Town to call for professional services for budgeted works.

A roster program is in place in many other municipalities for smaller budget projects and encourages the allocation of consulting work to the most qualified consultant. The roster will be refreshed at a minimum of every five years, thus ensuring the Town reviews the most qualified consultants available periodically. The roster program will encourage opportunities within the Town for local professionals. The roster program will allow the Town to complete smaller projects in a timely manner. For larger projects the Town may issue project specific Requests for Proposals, with the approval of Council.

Examples of the types of projects that will benefit from a Professional Services Roster are the electrification of campsites in Bluewater Park Campground, the concept development of proposed projects and the reconstruction of roads, water and sewer reconstruction. Many other potential project types also exist.

For each individual project, the consultant will be required to submit an approved budget and scope prior to the project start.

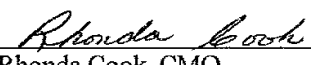
Respectfully submitted,



Phil Dwyer, C.E.T., DPA
Manager of Public Works

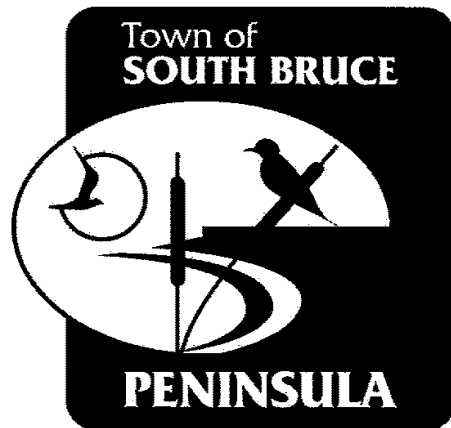
Date: Jan 12, 2011

Approved by,



Rhonda Cook, CMO
CAO

Date: Jan 12 2011



TOWN OF SOUTH BRUCE PENINSULA
REQUEST FOR PROPOSAL
CONTRACT 11-01
PROFESSIONAL SERVICES ROSTER

TOWN OF SOUTH BRUCE PENINSULA

REQUEST FOR PROPOSAL 11-01

PROFESSIONAL SERVICES ROSTER

Request for Proposal information is available at Town Hall for the above-referenced request. RFPs will be received by the undersigned until 11:00 am EST on **February 18, 2011**.

Roster Categories Include:

Archaeology	Municipal Engineering
Architectural	Solid Waste Management
Building Design Services	Stormwater Management
Building Sciences	Structural Engineering - Buildings
Construction Inspection	Structural Engineering - Transportation
Electrical Engineering Services	Surveying
Environmental Planning	Transportation and Engineering
Geotechnical Services	Planning
Hydrogeology	Wastewater Engineering
Landscape Architecture	Wastewater Collection System -
Legal - Aboriginal Law	Engineering
Legal - Environmental	Water Distribution System - Engineering
Legal - Labour Relations	Water Treatment Engineering
Legal - Municipal Law	Wildlife and Aquatic Services

Proposals are subject to a formal contract being prepared and executed. Contract award is subject to Town of South Bruce Peninsula approval. The lowest or any proposal will not necessarily be accepted. Requirements for professional services will be at the discretion of the Town of South Bruce Peninsula and is dependant upon need.

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Town of South Bruce Peninsula
315 George St., PO Box 310
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(519) 534-1400 ext 131

TOWN OF SOUTH BRUCE PENINSULA
PROFESSIONAL SERVICES ROSTER
REQUEST FOR PROPOSAL 11-01

1. INTRODUCTION

The Town of South Bruce Peninsula is located at the gateway to Ontario's Bruce Peninsula. The Town is an amalgamation of the former Townships of Albemarle, Amabel, The Village of Hepworth, and the Town of Wiarton. The Town has a variety of ongoing professional needs including legal, engineering, and architectural consulting.

2. PURPOSE AND CONSIDERATIONS

The Town of South Bruce Peninsula requires a variety of qualified consultants in various capacities over a period of 5 years. Interested consultants are to submit documentation for each roster category applied for. The Town may use approved consultants for contracts that fit the proposed general scope of work.

Proponents that adequately demonstrate experience and capability in a category's general scope of work will be added to that roster. Consultants shall be selected based on their demonstrated expertise and their ability to complete the assigned projects in a timely manner..

The Town reserves the right to designate additional roster categories and to periodically refresh roster by asking all approved consultants to reapply. The Town may also choose to advertise for consultant services for specific projects.

3. ROSTER CATEGORIES

Consultants rostered by the Town will be required to develop a comprehensive scope of work for individual projects including comprehensive project deliverables including but not limited to engineering studies, design reports, tender specifications and drawings, meeting minutes, contract administration, and as-built drawings. Consultants may also be required to undertake feasibility studies and recommend preferred options including financial implications. In the general terms, the categories of work are as follows:

Archaeology
Architectural
Building Design Services
Building Sciences
Construction Inspection

Electrical Engineering Services
Environmental Planning
Geotechnical Services
Hydrogeology
Landscape Architecture
Legal - Aboriginal Law
Legal - Environmental
Legal - Labour Relations
Legal - Municipal Law
Municipal Engineering
Solid Waste Management
Stormwater Management
Structural Engineering - Buildings
Structural Engineering - Transportation
Surveying
Transportation and Engineering Planning
Wastewater Engineering
Wastewater Collection System - Engineering
Water Distribution System - Engineering
Water Treatment Engineering
Wildlife and Aquatic Services

3.1. Archaeology

The scope of services for this category is the provision of Stage 1 to 4 Archaeological Assessments for infrastructure and environmental planning projects as well as other municipal projects in accordance with the Ministry of Tourism and Culture's Standards and Guidelines for Consulting Archaeologists (Draft 2009). The archaeological assessments may be used in the environmental assessment process. The archaeological consultant may be required to work with a consulting engineer, and will be required to liaise with Aboriginal groups.

3.2. Architectural

The primary scope of work will relate to the rehabilitation and/or reconstruction of the Town's existing facilities. Works may consist of renovation design, building audits, preparation of designs and specifications, cost estimates, contract administration, and inspection. New designs for smaller structures may be required from time to time.

3.3. Building Design Services

The Town has a number of facilities including washrooms, an arena, a pool, pavilions etc.. Work for the Town would typically consist of renovation design, contract administration, and inspection. New designs for smaller structures may be required from time to time. A consultant under this category will need to have all Building Code qualifications for their categories of work, the categories are to be identified and the designers building code identification number (BCIN) is to be included in the information provided to the Town.

3.4. Building Sciences

The primary scope of work will be for the retrofit or design of existing facilities energy consuming equipment and may include audit, cost estimates, design, drawings, and tender preparation for building mechanical equipment. Construction management, conditions assessments and contract administration may also be required.

3.5. Construction Inspection

From time to time the Town may require inspection services for the duration of a project in relation to Landscape, Roads, Bridge, Building works. A consultant under this category should note their areas of expertise. A short response time to potential meetings will be required for some assignments.

3.6. Electrical Engineering Services

Electrical Engineering scope for services relate to streetlighting, campground electrical servicing, electrical needs for retrofit or design for existing buildings. Audit, cost estimates, design, drawings, and tender preparation as well as construction management, condition assessments and contract administration may also be required.

3.7. Environmental Planning

Environmental Planning scope for services related to class environmental assessments related to municipal infrastructure (water, wastewater, roads, bridges). Consultants providing these services must do so in accordance with the Municipal Engineers Association Class EA.

3.8. Geotechnical Services

The Geotechnical services which may be required under the scope of services include engineering recommendations, material testing, and inspection services relating to pavements, soils, quality testing/inspections, construction materials testing - including aggregates, asphalt and concrete as well as geo-environmental services. The work under this category may involve site visits, short response times, and impromptu site meetings.

3.9. Graphic Design

This category will include graphic design services for the Town. The designer will be required to complete their work in a variety of formats.

3.10. Hydrogeology

The scope of services for this category includes groundwater resource evaluation and assessment of supply, well decommissioning, water level monitoring, professional peer review, contaminant threats assessment and other duties as may apply to water quality concerns.

3.11. Landscape Architecture

The scope of services required are general landscape architectural services for parks, trails, plazas related to project management, planning, detail design, contract preparation, construction administration and inspection of park projects within the Town. The Town will require construction drawings to be stamped/sealed by a member of the Ontario Association of Landscape Architects.

3.12. Legal - Aboriginal Law

The Town is seeking the services of a Lawyer specializing in Aboriginal Law. The preferred lawyer will have experience in duty to consult and accommodate, and agreement negotiation. The proposal will also confirm the ability to represent the Town in negotiations with the Saugeen Ojibway Nation, the Historic Saugeen Métis, and the Métis Nation of Ontario.

3.13. Legal - Environmental

The Town is seeking the services of a Lawyer specializing in Environmental Law. The preferred lawyer will have experience with landfills, environmental assessments, negotiation, successful resolution of Part II orders, and general environmental issues.

3.14. Legal - Labour Relations

The Town is seeking the services of a Lawyer specializing in labour relations. The preferred lawyer will have experience with union agreements, contract negotiations, employment law and arbitration.

3.15. Legal - Municipal Law

The Town is seeking the services of a Lawyer specializing in municipal law. The preferred lawyer will have experience with the Municipal Act, and other acts, regulations and legislation affecting municipalities.

3.16. Municipal Engineering

Municipal Engineering scope of services includes consulting services related to sanitary collection systems, storm water management systems, urban and rural road reconstruction as well as peer review to facilitate approval of engineering submissions related to development applications, preparation of servicing agreements, construction inspection, policy review and development, and expert opinion. The Town may require services related to design, tendering, agency approvals and liason as well as coordination with other consultants (such as geotechnical, archaeological) The scope of services for this category includes,

3.17. Solid Waste Management

The scope of services for this category includes planning, engineering, monitoring, solid waste planning, community education primarily related to the Town's landfill.

3.18. Stormwater Management

Works under this category will be related to water resources engineering services for class environmental assessments as well as drainage planning, and local storm sewer capacity studies..

3.19. Structural Engineering - Buildings

The primary scope of services pertains to the renovation of existing buildings and would typically include cost estimates, detailed design, contract drawings and tender document preparation. Other services may include condition assessment, expert opinions, and general contract administration. Short response times may be required for impromptu site meetings.

3.20. Structural Engineering - Transportation

Services under this category may include structure condition assessment, analysis, bi-annual OSIM inspection, rehabilitation design, tendering, drawings, contract preparation and contract administration services for structures such as bridges, retaining walls, and culverts. Coordination with other consultants may be required.

3.21. Surveying

Professional land surveying services includes engineering surveys, legal surveys, site plans, and drafting services. Full membership in good standing with the Association of Ontario Land Surveyors is required.

3.22. Transportation and Engineering Planning

The scope of services for this category is transportation planning, engineering and may include traffic impact studies, road safety audits, road capacity, traffic signal and pavement marking drawings. Detailed design, drawing, contract preparation, tendering and contract administration may also be required.

3.23. Wastewater Engineering

The scope of service related to this category will include project management and construction management services related to all major disciplines including civil, structural, process, electrical, mechanical etc.. for upgrades and/or modifications to wastewater treatment plants. This may include managing the disposal of sludge.

3.24. Wastewater Collection System - Engineering

The scope of service related to this category will include design, project management and construction management services related to wastewater collection systems. This may include the performance of site assessments, and recommendation of preferred options.

3.25. Water Distribution System - Engineering

The scope of service related to this category will include design, project management and construction management services related to water distribution systems. This may include the performance of site assessments, and recommendation of preferred options.

3.26. Water Treatment Engineering

The scope of service related to this category will include project management and construction management services related to all major disciplines including civil, structural, process, electrical, mechanical etc.. for upgrades and/or modifications to water treatment plants.

3.27. Wildlife and Aquatic Services

The scope of service related to this category may be related to an environmental assessment, inventory study, or best management practices relating to wildlife, flora and fauna in a corridor, or study area. The proponent should be familiar with the Planning Act, Natural Heritage, Endangered Species Act, and Fisheries Act.

4. SUBMISSION REQUIREMENTS

4.1. Introduction

The proponent is to include a letter of introduction signed by the person authorized to sign and bind the proponent to the statements made in the RFP. Form T-1 **Appendix A**, and Form P01 **Appendix B** Purchasing Procedures are required to be submitted with the RFP. Proponents may apply for more than one roster category, but all are to be included in one submission package. The proposals for each category shall not be longer than 2 pages, font size 12, Times New Roman (plus supporting documents such as CV's and Project Summaries).

The intent of the Town of South Bruce Peninsula will not be to award any contract to any proponent who does not furnish satisfactory evidence of sufficient experience in this class of work.

4.2. *Timeline for Submissions*

Interested parties must submit a proposal by **11:00 AM on Friday, February 18, 2011**. An incomplete proposal will not be considered. Proposals received after this deadline will not be considered. Faxed or emailed proposals will not be accepted.

Three (3) copies of the RFP submission package are to be delivered in a sealed envelope clearly marked with the following:

Professional Services Roster – Confidential
RFP-11-01
Friday February 18, 2011

Town of South Bruce Peninsula
Attention: Phil Dwyer, Manager of Public Works
315 George St, PO Box 310
Warton ON,
N0H 2T0

The envelope is to include the proponent company name and return mailing address.

5. **EVALUATION**

Proponents should note that the RFP evaluation will take into account the experience and information about the proponent and all participants. No assumption should be made by the proponent that the evaluators of the RFP have any experience with the credentials or quality of the proponent. An evaluation team will be selected to select the proponents for each category that provides best value and meets the needs and requirements of the Town. The RFP's will be assigned points in accordance with the following criteria as applicable:

Criteria		% Allocated
Company Background		20%
Qualifications		20%
Experience		20%
References	Satisfaction	10%
	Meeting Deadlines	5%
Fees		20%
Disbursements		5%

The evaluation team may request interviews from one or more short listed proponents during the evaluation period.

5.1. Company Background

Please include the firms response time for a meeting (assuming availability). Indicate the location of the office from which the primary work will be completed, professional affiliation(s) as applicable, number of persons employed, company designation, software's employed (i.e Word, ACAD, Excel).

5.2. Qualifications

Provide a brief synopsis of the firm's background and areas of expertise. Identify any sub-consultants or sub-contractors that will be utilized. The proponent shall be competent and capable of performing the scope of works and services specified and shall provide with their proposal enough information so that the evaluation Team can assess, any additional pertinent information may be supplied at the proponent's option.

5.3. Experience

Relevance of company experience to the applicable category and the experience with the Town in the applicable category (Please indicate specific projects and dates). Outline relevant experience, qualifications, and indicate the scope of work allotted to team members. Note the length of the contract, and whether the project was completed on time.

5.4. References

The proponent shall provide three (3) project summaries of similar projects including references with contact information which have been completed or are in the process of being completed in the last five (5) years.

5.5. Fees

Scoring will be based on the hourly billing rate per level of similar areas of interest. Points will be assigned according to the proponents hourly rates above or below the average hourly rate. The staff levels evaluated will be: Principal, Senior Professional/Project Manager, Intermediate Professional, Site Inspector, Junior/Technical/ Draftsperson, and Technical support.

5.6. Disbursements

Indicate whether the following will be charged, and the amount: kilometre rates and whether they will be charged from the proponents office to the Town, black and white copies, colour copies, paper (\$/sqm), cell phone usage, computer time, delivery of materials to Town, and any other applicable disbursement charges.

6. INSURANCE

The successful proponent shall have at its own expense standard insurance minimums as follows:

- \$2 million – General liability policy
- \$2 million – Automobile Liability
- \$1 million – professional errors and omissions liability

The successful consultant must furnish the Town at their cost a “certified copy” of a liability insurance policy covering public liability and property damage for no less than the minimum amounts upon award of any contracts. The policy must contain:

- a “Cross Liability” clause or endorsement;
- an endorsement certifying that The Corporation of The Town of South Bruce Peninsula and the successful proponent are included as an additional named insured;
- An endorsement to the effect that the policy or policies will not be altered, cancelled or allowed to lapse without thirty days prior written notice to The Town of South Bruce Peninsula.
- The Automobile Liability is to cover all vehicles owned, rented, hired or used by the bidder and vehicles not owned but used on behalf of the successful bidder.

7. CONTRACT ADMINISTRATION

Any consulting contracted to complete contract administration will do so in accordance with the Town’s purchasing procedures (Appendix B). Billing and Payment Certificates will be submitted in a format acceptable to the Town. Tender packages will be made available to the Manager representing the Town, a minimum of 2 weeks prior to tender availability, for their review. The tender package will be complete at that time.

8. CONFLICT OF INTEREST

Consultants must disclose to the Town any potential conflict of interest. If a conflict of interest exists the Town at its discretion may refuse to consider the proposal.

9. LIABILITY

The Successful Proponent, his agents and all persons employed by him, or under his control including sub-contractors, and sub-consultants, shall use due care to ensure that no person or property suffers injury or loss (including death) and no rights (including inventions, industrial property and patent rights) are infringed, as a result or by reason of the prosecution of the works or operations of the Successful Proponent under this agreement or existence, location or condition of any vehicle, machinery, plant or materials used therein or due to the failure, neglect or omission of the Successful Proponent or any of the persons set out above to do or perform any or all of the acts or things agreed to be done or performed under this agreement, and the Successful Proponent shall be solely responsible for all damages by whomsoever claimable in respect of any such loss, injury or infringement of rights. The Successful Proponent shall assume the defence of, indemnify and save the Town, its agents, officers, and employees harmless from any and all claims, demand loss, damages, actions, suits or other proceedings (and any costs, expenses thereby incurred by the Town) by whomsoever made, brought or persecuted in any manner based upon, occasioned by, or attributed to any such loss, injury or infringement.

10. PERFORMANCE EVALUATION

The Town of South Bruce Peninsula may undertake a formal performance evaluation for its projects. The consultant will be given a copy, as will any contractors with the opportunity to respond upon completion of the project. This process is being implemented in order to record an assessment of performance.

11. ACCEPTANCE OF PROPOSAL

No tender, proposal or quotation will be accepted from any person or company which has a claim or instituted a legal proceeding against the Town or against whom the Town has a claim or instituted a legal proceeding with respect to any previous contract without prior approval of council.

12. PERMITS

The Successful Proponent shall obtain and pay for, at their own expense, all licences or permits required by law or statute or regulations made there under.

13. LAWS AND REGULATIONS

The Successful Proponent shall comply with all Federal, Provincial and Town laws, statutes, regulations and by-laws. The Successful Proponent shall abide by all acts, by-laws and regulations relative to the performance of the work.

14. ASSIGNMENT AND SUB-LETTING

The Successful Proponent shall not assign or sublet the contract or any part thereof or any benefit or interest therein or there under, without the written consent of the Town of South Bruce Peninsula.

The Successful Proponent shall be held as fully responsible to the Town of South Bruce Peninsula for the acts and omissions of its sub-contractors, and sub-consultants and of persons directly or indirectly employed by it as for the acts and omissions of persons directly employed by it.

All payments to the Successful Proponent shall be made out of funds under the control of the Town, its public capacity and no member of Town Council or officer of the Town is to be held personally liable to the Successful Proponent under any circumstances whatsoever.

15. MONIES DUE TO TOWN OF SOUTH BRUCE PENINSULA

All monies payable to the Town of South Bruce Peninsula by the Successful Proponent under any stipulation herein, or to the Workplace Safety and Insurance Board, as provided hereunder, may be retained out of any monies then due or which may become due from the said Town of South Bruce Peninsula to the said Successful Proponent under this or any other contract with the Town of South Bruce Peninsula, or otherwise howsoever, or may be recovered from the Successful Proponent or his surety, in any court of competent jurisdiction, as a debt due to the Town of South Bruce Peninsula and the Manager of Public Works shall have full power to estimate such sum even though the amount of such sum to be so retained may be ascertained.

16. LIENS

The parties hereto and their surety or themselves, their executors, administrators, successors and assigns and any and all other parties in any way concerned, fully indemnify the Town of South Bruce Peninsula and all its officers, servants, and employees for any and all liability or expenses by way of legal costs or otherwise in respect of any claim which may be made for a lien or charge at law or in equity or to any claim or liability under the *Mechanics' Lien Act* or to any attachment or debt, garnishee process or otherwise. The Town of South Bruce Peninsula shall not in any case be liable to any greater extent than the amount owing by it to the Successful Proponent, his executors, administrators, successors, and assigns.

17. EMPLOYEES

The Successful Proponent agrees that the Town of South Bruce Peninsula is not to be deemed the employer of the Successful Proponent nor its personnel under any circumstances whatsoever.

Should any overseer, mechanic, driver or workman employed on or about the work or in connection therewith give any just cause for complaint, the Manager of Public Works shall notify the Successful Proponent, in writing, stating the reasons therefore and the Successful Proponent shall dismiss such persons forthwith and he shall not again be employed by the Successful Proponent on any Town of South Bruce Peninsula work without the written consent of the Manager of Public Works.

18. FORFEITURE OF CONTRACT

If the Successful Proponent neglects or compounds with his creditors to commit any act of insolvency or shall transfer, assign or sublet or attempt to transfer, assign or sublet this contract or any part thereof without the consent of the Town of South Bruce Peninsula, or if, at any time, the work or any part thereof is, in the judgment of the Manager of Public Works, not executed or not being executed in a sound or workmanlike manner to his satisfaction and in all respects in strict conformity with the contract, or if such work or any part thereof is not progressing continuously and in such manner as to ensure entire satisfaction, in the judgment of the Manager of Public Works or to comply with any reasonable order he may receive from the Manager of Public Works, or if the Successful Proponent shall persist in any course in violation of any of the provisions of the contract then in each and every such case, after twenty-four (24) hours written notice from the Manager of Public Works to the Successful Proponent, the said Manager of Public Works shall have the full right and power, at his discretion, without process or action at law, to take over the whole operation, or any part or parts thereof specified in the said notice and out of the hands of the Successful Proponent and the Successful Proponent upon receiving notice to that effect shall vacate possession and give up said operations or the part or parts thereof specified in the said notice peaceably to the said Manager of Public Works, who may either re-let the same to any other person or persons with or without its previously being advertised or may employ workmen and provide the necessary plant at the expense of the Successful Proponent, or may take such other steps as he, the Manager of Public Works, may consider necessary or advisable on order to secure the completion of the said contract to his satisfaction; and the Successful Proponent and his surety in every case shall be liable for all damages, expenditures and extra expenditure and for all additional cost of the work which may be incurred by reason thereof. All of the powers of the said Manager of Public Works with respect to the determination of the sum or sums, or balance of money to be paid to or received from the said contract and otherwise in respect of the contract shall nevertheless continue in force.

19. OTHER RIGHTS

The Successful Proponent, his agents and all workmen and persons employed by him or under his control shall use due care that no person is injured and that no property is damaged in the prosecution of the work and the Successful Proponent shall be solely responsible for all damages to person or property including theft, whether the property is owned by the Town or any of its employees.

20. BRIBERY OR CORRUPT PRACTICE

Should the Successful Proponent or any of his agents give, or offer any gratuity to, or attempt to bribe any member of the Town Council, officers or servants of the Town, the Town of South Bruce Peninsula shall be at liberty to cancel the contract forthwith or to direct the Manager of Public Works 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.

21. NOTICE TO PROPONENTS

The Successful Proponent shall provide adequate protection for workers and the public at all times under the applicable Federal and Provincial Statutes, in accordance with all municipal by-laws and regulations together with any additional safety measures that may be necessary.

The Successful Proponent shall observe and comply with all Municipal and Provincial safety regulations and shall obtain and pay for all permits, fees, etc. that may be applicable in carrying out the work.

The Successful Proponent must ensure that during the performance of the work of this contract, its personnel are equipped and wear appropriate personal protective equipment: footwear, head protection, etc..

Any notice or communication to the Successful Proponent shall be deemed to be well and sufficiently given and served if handed to the Successful Proponent or any of his clerks or agents or if posted or sent to the address given in the proposal for the work attached hereto, or his usual place of business, or to the place where the work is to be or is being carried on, or if posted to or left at his last known address; any papers so left sent or addressed shall be considered to be, and to have been legally served the Successful Proponent. In any written or printed notice to the Successful Proponent in respect of general, special, or other repairs, or of any work of any nature required to be done under any of the provisions of the contract, or of any other matter, it shall not be obligatory upon the Manager of Public Works to specify minutely or in detail everything required nor to specify by measurement the exact extent thereof, or the precise spot or spots where the work or material may be defective or faulty, or where any of the requirements of the specifications have not been observed; but a reference in such notice to the clause or

clauses bearing the matter, and a description of the locality in general terms and sufficiently clear, in the opinion of the Manager of Public Works to indicate where the defect or trouble exists, shall be deemed to be and shall be ample notice.

22. OCCUPATIONAL HEALTH AND SAFETY

A copy of the Health and Safety Policies of the Town of South Bruce Peninsula is available to the successful proponent. The successful proponent is required to comply at a minimum with the safety standards of the Town of South Bruce Peninsula, and the current Ontario Occupational Health and Safety Act. The successful bidder shall provide a copy of their own Health and Safety Policies.

The Town of South Bruce Peninsula retains the right to stop the successful bidder's work without penalty to the Corporation if the bidder does not comply with the Occupational Health and Safety Act, the Health and Safety Policies and Procedures of the Town of South Bruce Peninsula, or creates an unacceptable health and safety hazard.

23. FINANCIAL OBLIGATIONS

The Successful Proponent shall discharge all liabilities incurred by him for labour, materials and services used or reasonably required for use in the performance of this agreement on the date upon which each becomes due and all liabilities incidental thereto.

24. ACCESSIBILITY REGULATIONS FOR CONTRACTED SERVICES

In accordance with Ontario Regulation 429/07, Accessibility Standards for Customer Service Sect. 6, every provider of goods and services shall ensure that every person who deals with members of the public or participates in the developing of the service providers policies, practices and procedures governing the provision of goods and services to members of the public, shall be trained on the following:

1. How to interact and communicate with persons with various types of disability.
2. How to interact with persons with disabilities who use assistive devices or require the assistance of a guide animal, or a support person.
3. How to use equipment that is available on premises that may help in the provision of goods or services.
4. What to do if a person with a particular type of disability is having difficulty accessing the provider's goods or services.
5. Information on the policies, practices and procedures governing the provision of goods and services to people with disabilities.

Contracted employees, third party employees, agents and others that provide customer service on behalf of the Town of South Bruce Peninsula must meet the requirements of Ontario Regulation 429/07 with regard to training. In accordance with Ontario Regulation 429/07 a document describing the training policy, a summary of the contents of the training and details of training dates and attendees must be submitted to the Town of South Bruce Peninsula upon request.

25. PAYMENTS

Payment by the Town of South Bruce Peninsula to the successful proponent will be made monthly in the month following the date upon which the aforesaid service has been performed. Payment for the work to be done under the contract will be for the works already completed. The proponent will allow 45 days for payment from the Town upon delivery of the invoice. The proponent's invoice is to be supported with full backup including tasks performed and the percentage of work complete.

In the event the proponent expects to exceed their allocated budget, they must provide written notice to the Manager of Public Works, 45 days prior to billing the Town of South Bruce Peninsula. In the event the consultant bills the Town for fees exceeding their budget and they are paid. The Town reserves the right to cancel the contract, and/or invoice the consultant for all overruns to their budget and additional administrative fees.

The Town shall have the right, at any time, to make changes, revisions, additions or deletions ("changes") in the Services and the provisions of consulting agreement. Any changes to the Agreement shall be made in writing and agreed to by both parties. If such change increases or decreases the cost or time required for the Services, adjusted compensation and/or time will be mutually agreed upon, in writing.

No extra work shall be allowed or changes made by the consultant or paid for by the Town of South Bruce Peninsula unless and until authorized by the Town of South Bruce Peninsula, in writing, before the extra work and/or changes are begun. Claims for extra cost due to changes must be made, in writing, by the consultant, before it executes the work involved.

26. SALES TAX

Harmonized Sales Tax

Prices included in this proposal are to exclude HST.



Town of South Bruce Peninsula

Box 310, 315 George St
Wiarton ON N0H 2T0
519-534-1400/ FAX 519-534-4976

PROFESSIONAL SERVICES ROSTER APPLICATION

Company Name _____

Contact Name _____

Mailing Address _____

Street Address (If different than mailing) _____

Email Address _____

Telephone: _____ Fax Number: _____

WSIB Number*: _____

Categories Applied for:

- | | |
|--|---|
| <input type="checkbox"/> Archaeology | <input type="checkbox"/> Municipal Engineering |
| <input type="checkbox"/> Architectural | <input type="checkbox"/> Solid Waste Management |
| <input type="checkbox"/> Building Design Services | <input type="checkbox"/> Stormwater Management |
| <input type="checkbox"/> Building Sciences | <input type="checkbox"/> Structural Engineering - Buildings |
| <input type="checkbox"/> Construction Inspection | <input type="checkbox"/> Structural Engineering - Transportation |
| <input type="checkbox"/> Electrical Engineering Services | <input type="checkbox"/> Surveying |
| <input type="checkbox"/> Environmental Planning | <input type="checkbox"/> Transportation and Engineering Planning |
| <input type="checkbox"/> Geotechnical Services | <input type="checkbox"/> Wastewater Engineering |
| <input type="checkbox"/> Hydrogeology | <input type="checkbox"/> Wastewater Collection System - Engineering |
| <input type="checkbox"/> Landscape Architecture | <input type="checkbox"/> Water Distribution System - Engineering |
| <input type="checkbox"/> Legal - Aboriginal Law | <input type="checkbox"/> Water Treatment Engineering |
| <input type="checkbox"/> Legal - Environmental | <input type="checkbox"/> Wildlife and Aquatic Services |
| <input type="checkbox"/> Legal - Labour Relations | |
| <input type="checkbox"/> Legal - Municipal Law | |

Enclosed is a summary of qualifications

By signature below, I acknowledge that I have read and understand the requirements described in this application and to the best of my knowledge, information provided is a true representation of the proponents ability to perform any contracts which may result by submittal of this application.

Printed Name and Title

Signature

Date

Prior to assigning a specific contract the Town of South Bruce Peninsula will require up to date WSIB clearance certificate, proof of Insurance and a signed "Statement by Bidder" to acknowledge an understanding of the Town's purchasing procedures.

*Please note if you qualify as an Independent Operator (Independent Operator Status from WSIB will be required prior to contract.