

# The Corporation of the Town of Tecumseh

## By-Law Number 2023-053

Being a by-law to authorize the execution of an Agreement between the Corporation of the Town of Tecumseh and Stantec Consulting Inc for Engineering Services for the Tecumseh Hamlet Secondary Plan

**Whereas** Stantec Consulting Inc was awarded the tender for Engineering Services to complete the detail design, tender package and construction services the Tecumseh Hamlet Secondary Plan – Northwest Water and Wastewater Infrastructure Project (Project);

**And whereas** The Corporation of the Town of Tecumseh is desirous of entering into an Agreement with Stantec Consulting Inc for Engineering Services on the Project;

**And whereas** under Section 5 of the *Municipal Act 2001, S.O. 2001 c. M. 25* the powers of a municipality shall be exercised by its Council by by-law.

**Now Therefore the Council of The Corporation of The Town of Tecumseh enacts as follows:**

1. **That** the Mayor and the Clerk be authorized and empowered on behalf of The Corporation of the Town of Tecumseh, to execute an Agreement Between The Corporation of the Town of Tecumseh and Stantec Consulting Inc. dated 25<sup>th</sup> day of April 2023, a copy of said Agreement is attached hereto and forms part of this by-law and further to do such further and other acts which may be necessary to implement the said Agreement.

**Read** a first, second, third time and finally passed this 25th day of April, 2023.

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Gary McNamara, Mayor

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Robert Auger, Clerk

# **CONSULTING AGREEMENT**

Between:

**The Corporation of the Town of Tecumseh**

-and-

**Stantec Consulting Ltd.**

**PREPARED BY:**

**WOLF HOOKER PROFESSIONAL CORPORATION**

Barristers & Solicitors  
72 Talbot Street North, Suite 100  
Essex, Ontario  
N8M 1A2

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**CONSULTING AGREEMENT**

***THIS AGREEMENT*** made in triplicate this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**B E T W E E N:**

***THE CORPORATION OF THE TOWN OF TECUMSEH,***  
hereinafter called the "**Municipality**" or "**Town**"

**OF THE FIRST PART**

-and-

**STANTEC CONSULTING LTD.**  
hereinafter called the "**Consultant**"

**OF THE SECOND PART**

**HEREINAFTER** collectively referred to as the "Parties"

***RECITALS***

**WHEREAS** the Town intends to retain the Consulting Services of qualified professionals to complete the detailed design, tender package, and construction services for the Tecumseh Hamlet Secondary Plan Area – Northwest Water and Wastewater Infrastructure Project.

**AND WHEREAS** the Town issued a Request for Proposal on February 10, 2023 respecting Tecumseh Hamlet Secondary Plan Area – Northwest Water and Wastewater Infrastructure Project;

**AND WHEREAS** the Consultant responded to the RFP and has agreed to provide the Professional Services subject to the following terms, standards, requirements and conditions;

**NOW THEREFORE WITNESSETH** that in consideration of the covenants contained herein, the Town and the Consultant mutually agree as follows:

# *ARTICLE 1*

## *DEFINITIONS*

### **1.1 DEFINITIONS**

The following terms and expressions when used in this Agreement and the Schedules attached hereto and any amendments to this Agreement and such Schedules shall have the following meanings:

**Additional Services** shall mean those additional services not identified originally in the RFP or Proposal Submission but which the parties subsequently agree in writing shall be provided by the Consultant to the Town;

**Agreement** shall mean this Agreement and any amendment thereto;

**Business Day** shall mean any day, other than a Saturday, Sunday or any other day on which the principal-chartered banks located in the Town are not open for business during normal banking hours;

**Force Majeure** shall mean the acts beyond the reasonable control of the party and as described in Article 2.12 of this agreement.

**Phase** shall mean each separate category of work outlined in the RFP, section 7.1, Table's 2, 3 & 4;

**Project** shall mean Tecumseh Secondary Plan Area – Northwest Water and Wastewater Infrastructure Project as outlined in the RFP;

**Proposal Submission** shall mean the Consultant's Project submission responding to the RFP;

**RFP** shall mean the Request for Proposals referred to in the recitals above a copy of which is attached hereto as Schedule A;

**Schedules** shall mean the schedules attached hereto and forming part of this Agreement;

**Services** shall mean those Services to be delivered or performed by the Consultant under the agreement, and without limiting the foregoing as more particularly described in Article 3 and Additional Services as applicable.

## ***ARTICLE 2***

### ***GENERAL CONDITIONS***

#### **2.1 RETAINER**

The Town hereby retains the Consultant in connection with the Project and the Consultant agrees to provide the Services described in Article 3 (Services to be provided) for the Project under the general direction and control of the Town.

#### **2.2 COMPENSATION**

The Town shall pay the Consultant in accordance with the provisions set forth in Article 4. For purposes of this agreement, the basis of payment shall be as specified in Article 4.2.

#### **2.3 STAFF AND METHODS**

The Consultant shall perform the Services under this agreement with the degree of care, skill and diligence normally provided in the performance of such Services as contemplated by the agreement at the time such Services are rendered and as required by the Consultant's governing professional body (e.g. Professional Engineers Ontario, Ontario, Association of Architects, Association of Ontario Land Surveyors, etc...) and otherwise in accordance with the best practices established by professional associations (e.g. the Municipal Engineers Association, the Association of Consulting Engineering Companies, etc...) and the code(s) of ethics, provincial and/or national standards, laws and regulations applicable to such profession (e.g. Professional Engineers Act, etc...) and the laws of general application (e.g. the Workplace Safety and Insurance Act and the Occupational Health and Safety Act, etc...). The Consultant shall employ only competent staff who will be under the supervision of a senior member of the Consultant's staff. The Consultant shall obtain the prior agreement of the Town before making any changes to the staff list after commencement of the Project.

#### **2.4 DRAWINGS AND DOCUMENTS**

Drawings and documents or copies thereof required for the Project shall be exchanged between the parties on a reciprocal basis. Documents prepared by the Consultant for the Town may be used by the Town, for the Project herein described, including "record" drawings and the Town has ownership of any such drawings. To the extent called for in the RFP, the Consultant shall cooperate, assist and collaborate with any other Consultant or third party to incorporate these drawings and documents into any larger or comparable document package applicable to the overall Project.

## **2.5 INTELLECTUAL PROPERTY**

All concepts, products or processes produced by or resulting from the Services rendered by the Consultant in connection with the Project, or which are otherwise developed or first reduced to practice by the Consultant in the performance of their Services, and which are patentable, capable of trademark or otherwise, shall be and remain the property of the Town.

The Town shall retain all intellectual property rights to the product.

## **2.6 RECORDS AND AUDIT**

- a) In order to provide data for the calculation of fees on a time basis, the Consultant shall keep a detailed record of the hours worked by staff employed for the Project.
- b) The Town may inspect timesheets and record of expenses and disbursements of the Consultant during regular office hours with respect to any item which the Town is required to pay on a time scale or disbursement basis as a result of this Agreement.
- c) The Consultant, when requested by the Town, shall provide copies of receipts with respect to any disbursement for which the Consultant claims payment under this Agreement.

## **2.7 CHANGES AND ALTERATIONS AND ADDITIONAL SERVICES**

With the consent of the Consultant, the Town may in writing at any time after the execution of the Agreement or the commencement of the Services delete, extend, increase, vary or otherwise alter the Services forming the subject of the Agreement, and if such action by the Town necessitates additional staff or Services, the Consultant shall be paid in accordance with Section 4.2 for such additional Services and staff employed directly thereon, together with such expenses and disbursements as otherwise agreed in writing between the parties.

## **2.8 DELAYS**

In the event that the start of the project is delayed for one hundred and eighty (180) days or more for reasons beyond the control of the Consultant, the Consultant shall have the option to terminate the Agreement, if such option is exercised in writing within thirty days failing which the timing for if any, is extended for the period of delay.

## **2.9 SUSPENSION OR TERMINATION**

The Town may at any time by notice in writing suspend or terminate the Services or any portion thereof at any stage of the project. Upon receipt of such written notice, the Consultant shall perform no further Services other than those reasonably necessary to close out the Consultant's Services. In such an event, the Consultant shall be entitled to

payment for the Services rendered and disbursements incurred by the Consultant to the date of such suspension/termination in the manner and extent otherwise contemplated by section 4.2.

If the Consultant is an individual and should die before their Services have been completed, this Agreement shall terminate as of the date of their death, and the Town shall pay for the Services rendered and disbursements incurred by the Consultant to the date of such termination in the manner and extent otherwise contemplated by section 4.2.

## **2.10 INDEMNIFICATION**

In the manner set forth in Article 9 of the RFP and without limiting the extent of scope of indemnification set out thereto, the Consultant shall indemnify and save harmless the Town and its elected officials, officers, employees and agents from and against all claims of any nature, actions, causes of action, losses, expenses, fines, costs (including legal costs), interest or damages of every nature and kind whatsoever which the Town, its employees, officers or agents may suffer.

The Town further covenants and agrees that it will at all times indemnify and save harmless the Consultant, its officers, servants and agents, from and against all loss or damage, and from and against all actions, suits, claims and demands whatsoever which may be made or brought against the Consultant, its officers, servants and agents by reason or in consequence of the execution and performance of this agreement by the Town or the negligent acts and omissions of its servants, agents or employees.

## **2.11 INSURANCE**

The Consultant shall obtain, maintain, and provide evidence thereof to the Town appropriate insurance coverage in respect of the Services as more particularly detailed in Article 9 of the RFP.

## **2.12 FORCE MAJEURE**

Neither party shall be responsible to the other for damages arising directly or indirectly from any delays for causes beyond such party's control. For purposes of this Agreement, such causes include, but are not limited to, general strikes or other labour disputes (but not including loss or departure of individual staff); epidemic, quarantine, pandemic (including the COVID-19 pandemic), emergency protection legislation, regulations and orders, severe weather disruptions or other natural disasters or acts of God; fires; riots, war or other emergencies; failure of performance by the other party; or discovery of any hazardous substances or differing site conditions.

## **2.13 CONTRACTING FOR CONSTRUCTION**

The Consultant or any person, firm or corporation associated or affiliated with or subsidiary to the Consultant shall not tender for the construction of the Project or have an interest either directly or indirectly in the construction of the Project.

## **2.14 ASSIGNMENT**

Neither party may assign this Agreement or any portion thereof without the prior consent in writing of the other party.

## **2.15 PREVIOUS AGREEMENTS**

This Agreement supersedes all previous agreements, arrangements or understandings between the parties whether written or oral in connection with or incidental to the Project provided that the Schedules attached hereto and to the extent referenced herein, the information detailed in the Proposal Submission, are incorporated and remain part of this Agreement.

## **2.16 APPROVAL BY OTHER AUTHORITIES**

Unless otherwise provided in this Agreement or stated in the RFP, where the work of the Consultant is subject to the approval or review of an authority, department of government, or agency (herein “an Authority”) other than the Town, such applications for approval or review shall be the responsibility of and completed by the Consultant. Any such application shall be submitted to the Authority through the offices of the Town (when mandated or if requested by the Town). The Consultant shall be the primary point of contact with the Authority to monitor the progress and timely processing of such applications until or unless otherwise directed in writing by the Town. Costs for all application fees shall be borne by the Town unless otherwise provided for by the Consultant. The foregoing in no way limits the Consultant’s responsibility to identify, understand and coordinate any and all approvals and permits required for the Project unless otherwise specified in the RFP or agreed to by the Town.

In the manner set forth in section 13.4 of the RFP, Consultants shall be responsible for applying for and complying with all applicable regulations and approvals in a reasonable timeframe to secure approval prior to construction. These include but are not limited to Town of Tecumseh standards, Ministry of the Environment, Conservation, and Parks, Ministry of Natural Resources and Forestry, Department of Fisheries and Oceans, the Essex Region Conservation Authority, Environmental Protection Act, Excess Soil Regulations, etc.

## **2.17 SUB-CONSULTANTS**

The Consultant may engage Sub-Consultants for specialized services provided that they are noted in the Proposal Submission or otherwise prior approval is obtained, in writing, from the Town.

Sub-Consultants are to be paid as per the completed Tables 2, 3 and 4 in section 7 of the RFP completed in the Proposal Submission or as otherwise subsequently approved by the Town. Consultant shall pay Sub-Consultant and provide certificate of same to the Town and should the Consultant fail to pay Sub-Consultant, the Town may withhold funds from the next progress payment an amount equal to the amount alleged to be outstanding unless the Consultant has held back and paid into court the amount alleged to be payable

to the Sub-Consultant or the Consultant and Town otherwise agree in writing.

## **2.18 INSPECTION AND COMPLIANCE WITH LAW**

The Town, or persons authorized by the Town, shall have the right, at all reasonable times, to inspect or otherwise review the Services performed, or being performed, under the Project and the premises where they are being performed.

The Consultant shall comply with the laws, regulations, and policies set forth in the RFP.

## **2.19 PUBLICATION**

The Consultant agrees to obtain the consent in writing of the Town before publishing or issuing any information regarding the Project. All communication inquiries received by the proponent are to be sent directly to the Town for response.

## **2.20 CONFIDENTIAL INFORMATION**

The Consultant shall not divulge any specific information identified as confidential, communicated to or acquired, or disclosed by the Town in the course of carrying out the Services provided for herein. These obligations of confidentiality shall not apply to information, which is in the public domain, which is provided to the Consultant by a third party without obligation of confidentiality, which is independently developed by the Consultant without access to the Town's information, or which is required to be disclosed by law or court order. No such information shall be used by the Consultant on any other project without the approval in writing of the Town.

## **2.21 TIME**

The Consultant shall perform the Services in accordance with the requirements of Article 3 of this Agreement and Table 5 "Preliminary Schedule" of the RFP and shall complete any portion or portions of the Services in such order as the Town may require.

The Town shall give due consideration to all designs, drawings, plans, specifications, reports, tenders, proposals and other information submitted by the Consultant, and shall make any decisions which are required in connection therewith, within a reasonable time so as not to unduly delay the work of the Consultant. Provided, the Consultant shall allow for reasonable time for such input to be processed having regard to any specific guideline or direction noted by the Town as to its decision making process.

The Consultant shall deliver services in a manner that is consistent with the preliminary schedule outlined in section 13.16 (Table 5 "Preliminary Schedule") of the RFP or as otherwise agreed to by the parties in writing.

## **2.22 ESTIMATES, SCHEDULES AND STAFF LIST**

### **2.22.1 PREPARATION OF ESTIMATE OF FEES, SCHEDULE OF PROGRESS AND STAFF LIST**

All information provided in the Proposal Submission from Consultant is accurate and correct as it relates to the following.

- a) An estimate of the total fees to be paid for the Services.
- b) A Schedule showing an estimate of the portion of the Services to be completed in each month and an estimate of the portion of the fee which will be payable for each such month.
- c) A Staff list showing the number, classifications and hourly rate ranges for staff, Principals and Executives, for which the Consultant may seek payment on a time basis where such recovery is contemplated under the RFP (subject to any pre-approval by the Town required under the RFP). The Consultant shall relate such information to the particular type of work that such staff is to perform, while employed on the Project. Such list shall designate the member of the Consultant's staff who is to be the liaison person between the Consultant and the Town.

#### **2.22.2 SUBSEQUENT CHANGES IN THE ESTIMATE OF FEES. SCHEDULE OF PROGRESS AND STAFF LIST**

The Consultant will require prior written approval from the Town for any of the following changes:

- a) Any increase in the estimated fees beyond those in the Bid Submission.
- b) Any change in the schedule of progress which results in a longer period than provided for in Subsection 2.22.1 (b).
- c) Any change in the number, classification and hourly rate ranges of the staff provided under Subsection 2.22.1 (c).

#### **2.22.3 MONTHLY REPORTING OF PROGRESS**

When requested by the Town, the Consultant shall provide the Town with a written report showing the portion of the Services completed in the preceding month and otherwise in accordance with Article 4 below.

### **2.23 GENERAL CONDITIONS**

Consultant covenants, undertakings, representations, warranties and agreements to perform Services in a manner that is consistent with the requirements set out in the RFP. Notwithstanding any term, condition or other stipulation contained that may not be expressly addressed in the body, nevertheless such "term" shall be deemed incorporated into this agreement save and accept as expressly otherwise indicated.

## ***ARTICLE 3***

### ***SERVICES TO BE PROVIDED***

#### **3.1 SERVICES TO BE PROVIDED BY CONSUTLANTS**

The Consultant's scope of work for the services to be provided shall meet or exceed and otherwise be deemed to include those services called for within the RFP, Section B "Project Details", more specifically section 12 "Description of Work" and any additional or supplemental services or detailed scope of work as may be set out in the Consultant's Proposal submission.

#### **3.2 SERVICES TO BE PROVIDED BY TOWN**

The Town will provide access to the Town's information and/or database(s) to the extent set out in section 12 of the RFP and as otherwise may be requested or identified by the Consultant and approved by the Town all in accordance with and subject to any laws governing the disclosure and use of such information and/or database.

## ***ARTICLE 4***

### ***FEES AND DISBURSEMENTS***

#### **4.1 BASIS OF PAYMENT FOR THIS AGREEMENT**

##### **4.1.1 FEES CALCULATED ON A DELIVERABLE BASIS**

The Town shall pay the Consultant the Fee for the Services, calculated on the basis of the stage of completion of each Phase of the Services since the date of the previous invoice.

##### **4.1.2 UPSET COST LIMIT**

- a) Notwithstanding anything else contained in this agreement, the Fee for the Services shall not exceed the amount set out in the Proposal Submission's completed "not to be exceeded" as called for in section 7.1 of the RFP in the format required in Tables 2, 3, and 4 of the RFP unless and until agreed to in writing by the Town in its sole and absolute discretion (e.g. to cover Additional Expenses). This upward limit is termed "the Upward Fee Limit".
- b) Included in the "Fee" but subject to the limits and payment terms set forth in article 4, the Consultant shall be reimbursed at cost for all reasonable expenses properly incurred by them in connection with the Services and identified in the Proposal Submission, including but not limited to: vehicle use charges, traveling and living expenses, long distance telephone charges, report production costs, photography, special delivery charges, supplies and equipment, field equipment costs, laboratory costs. Computer and office charges are considered part of overhead and shall not be invoiced as disbursements.
- c) Notwithstanding Subsections (a) and (b) of this Section, the Town, at its sole discretion, may limit the amounts paid to the Consultant by the Town to the percentage equivalent to each Phase of the project complete in the reasonable opinion of the Town.
- d) The Consultant must request and receive the written approval of the Town before any Additional Services are carried out that are not included in Article 3 of this Agreement. When approving Additional Services that are not included in Article 3, the Town, at its sole discretion, may, in writing, set a limit on the total amount that may be claimed by the Consultant for the requested Additional Services.

##### **4.1.3 LUMP SUM BASIS**

- a) Fees for the scope of work covered under this Agreement will be on a Lump Sum Price Basis, inclusive of labour, disbursements and reimbursable expenses but at all times reflective of the Upward Fee Limit.

- b) Monthly progress invoices will be based on the percentage of each Phase of the project completed or milestone achieved as detailed in the RFP.
- c) If the project is abandoned or delayed for any reason beyond the Consultant's control as confirmed by the Town, acting reasonably, the Town shall pay the balance outstanding on the Fee for the Services adjusted by the percentage of each Phase of the Project then completed multiplied by the Total Fee set opposite such Phase on Schedule A plus the termination expenses reasonably incurred by the Consultant in winding down the project.

## **4.2 PAYMENT**

### **4.2.1 FEES CALCULATED MONTHLY**

The Consultant shall submit an invoice to the Town for all Services completed in the immediately preceding month.

### **4.2.3 INVOICES GENERALLY**

#### a) Requirements for a proper invoice

All invoices submitted by the Consultant to the Town under this Agreement shall contain the following information:

- (1) The Consultant's name and address;
- (2) The date of the invoice and the period during which invoiced Services were supplied;
- (3) Information identifying the Agreement under which Services were supplied;
- (4) A description of the services supplied;
- (5) The total amount payable for the services supplied, and a statement that payment is due within 30 days of receipt subject to reasonable verification;
- (6) The name, title, telephone number and mailing address of the person to whom payment is to be sent; and
- (7) The following additional information (if any):
  - i. Undertaking that Sub-Consultants are paid
  - ii. Stage of completion of each Phase of the Services
  - iii. Fees payable based on the percentage of work completed on any Phase less amounts previously accounted for in prior invoices;
  - iv. HST applicable thereto along with the Consultant's HST number;
  - v. Detail in respect of the actual time spent by the Consultant's employees, materials, equipment,
  - vi. A summary and details of the actual work of any Sub-Consultant otherwise consistent with the information noted in i) to vi) above.

#### b) Disputed invoices

If the Town intends to dispute any invoice delivered by the Consultant, in whole

or in part, the Town shall within 21 calendar days of receiving the invoice, deliver to the Consultant a notice of non-payment setting out the reasons for non-payment and offering to mediate the dispute if not resolved within a further 21 calendar days.

Any undisputed portion of any invoice shall remain payable upon receipt in accordance with the terms of payment set out below.

#### **4.2.4 TERMS OF PAYMENT**

All fees, irrespective of their basis, shall be exclusive of HST, and HST will be added to each invoice. All fees and charges will be payable in Canadian funds unless noted otherwise. Invoices will be due and payable, within 30 days of, as presented and without holdbacks, by the Town upon receipt, together with the additional information called for above.

## ***ARTICLE 5***

### ***MISCELLANEOUS***

#### **5.1 COMMUNICATION**

Subject to the express provisions of this Agreement, all communications provided for or permitted hereunder shall be in writing, personally delivered to an officer of the addressee or sent by registered and receipted mail, charges prepaid, or by facsimile transmission or other means of recorded telecommunication, charges prepaid, to the applicable address set forth below or to such other address as either party hereto may from time to time designate to the other in such manner.

Communications sent to the Municipality shall be addressed to:

917 Lesperance Road, Tecumseh, Ontario N8N 1W9

Communications sent to the Owner shall be addressed to:

Development Engineer

Any communication so personally delivered shall be deemed to have been validly and effectively given on the date of such delivery. Communications so sent by registered and receipted mail shall be deemed to have been validly and effectively given on the Business Day next following the day on which it is received, as evidenced by the postal receipt. Communications so sent by facsimile transmission or other means of recorded telecommunication shall be deemed to have been validly and effectively given on the Business Day next following the day on which it is sent. Any party may from time to time change his or its address for service on written notice to the others.

#### **5.2 TIME OF ESSENCE**

Time shall be of the essence of this Agreement and of every part thereof.

#### **5.3 WAIVER**

No waiver by any part of a breach of any of the covenants, conditions and provisions herein contained shall be effective or binding upon such party unless the same shall be expressed in writing and any waiver so expressed shall not limit or affect such party's rights with respect to any other future breach.

#### **5.4 FURTHER ASSURANCES**

Each of the Parties covenants and agrees that he, his heirs, executors, administrators and

assigns will sign such further agreements, assurances, waivers and documents, attend such meetings, enact such by-laws or pass such resolutions and exercise such votes and influence, do and perform or cause to be done and performed such further and other acts and things as may be necessary or desirable from time to time in order to give full effect to this Agreement and every part thereof.

**5.5 HEADINGS**

The headings of the Articles of this Agreement are inserted for convenience only and do not constitute part of this Agreement.

**5.6 SUCCESSORS AND ASSIGNS**

The covenants hereunder shall run with the land and this Agreement shall be binding upon and enure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors and assigns.

**5.7 GENDER**

All words and personal pronouns relating thereto shall be read and construed as the number and gender of the party or parties referred to in each case require and the verb shall be construed as agreeing with the required word and pronoun.

**5.8 SEVERABILITY**

If any covenant or provision contained herein is determined to be in whole or in part, invalid or unenforceable by reason of any rule of law or public policy, such invalidity or unenforceability shall not affect the validity or enforceability of any other covenant or provision contained herein and, in the case of partial invalidity or unenforceability of a covenant or provision, such partial invalidity or unenforceability shall not affect the validity or enforceability of the remainder of such covenant or provision, and such invalid or unenforceable covenant or provision or portion thereof, as the case may be, shall be severable from the remainder of this Agreement.

**5.9 ENTIRE AGREEMENT**

This Agreement expresses the final agreement among the parties hereto with respect to all matters herein and no representations, inducements, promises or agreements or otherwise among the parties not embodied herein shall be of any force and effect. This Agreement shall not be altered, amended or qualified except by a memorandum in writing, signed by all the parties hereto, and any alteration, amendment or qualification thereof shall be null and void and shall not be binding upon any such party unless made and recorded as aforesaid.

**5.10 EXECUTION IN COUNTERPARTS**

This Agreement may be executed in one or more counterparts, each of which when so executed shall be deemed to be an original and all of which together shall constitute one

and the same instrument.

**5.11 JURISDICTION**

This Agreement and all other agreements, security and documents to be delivered in connection with this agreement shall be governed by and construed in accordance with the applicable laws of the Province of Ontario and of Canada.

**5.12 TRUE COPY**

All of the parties hereto acknowledge having received a true copy of this document.

**5.13 SCHEDULES**

The Schedules attached hereto form part of this agreement.

**5.14 CONTRA PROFERENTEM RULE NOT APPLICABLE**

It is agreed and acknowledged that both parties, directly or through their agents, principals, representatives and/or solicitors, have participated in the preparation and/or negotiation of the provisions of this agreement.

Should any provision of this agreement require judicial interpretation, mediation or arbitration, it is agreed that the court, mediator or arbitrator interpreting or construing the same shall not apply a presumption that the terms thereof shall be more strictly construed against one party or so as to disadvantage any party on the basis that such party and/or its solicitor or agent:

- a) Prepared this agreement or any part of it; or
- b) Seeks to rely on this agreement or any part of it."

**5.15 INDEPENDENT LEGAL ADVICE**

To the extent that the solicitors of Wolf Hooker Professional Corporation has been involved in the preparation of this agreement, such solicitors act solely as solicitors for the Town and with regard to the interests of the Town and not for any other party to this agreement. It is strongly recommended that all other parties to this agreement obtain independent legal advice prior to signing this agreement. Each such party acknowledges:

1. having obtained independent legal advice from his, her, or its' own solicitor with respect to the terms of this Agreement prior to its execution or having otherwise been given a reasonable opportunity to obtain such advice and declined to so;
2. that he or she or it understands the terms, and his or her rights and obligations, under this Agreement.

**IN WITNESS WHEREOF** the Parties hereto have hereunto set their hands and seals.

**SIGNED, SEALED AND DELIVERED**  
in the presence of

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**THE CORPORATION OF THE  
TOWN OF TECUMSEH**

Per: \_\_\_\_\_  
**Gary McNamara - MAYOR**

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

Per: \_\_\_\_\_  
**Robert Auger - CLERK**

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

**STANTEC CONSULTING LTD.**

Per: \_\_\_\_\_

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

***SCHEDULE "A"***

***REQUEST FOR PROPOSAL***



Request for Proposals –  
Consulting Services for  
Tecumseh Hamlet Secondary  
Plan Area – Northwest Water  
and Wastewater Infrastructure  
Project

February 10, 2023

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## Section A – Information for Applicants

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### 1. Request for Proposal (RFP) Overview

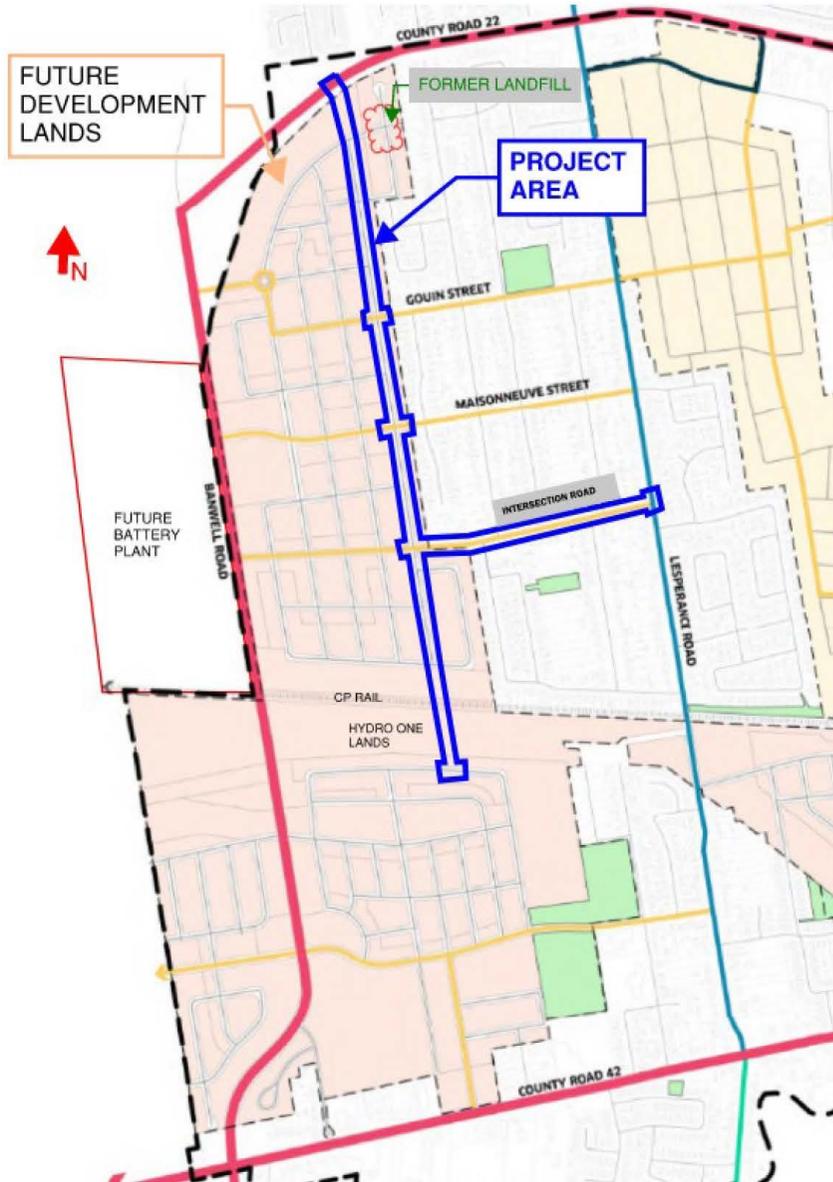
The Corporation of the Town of Tecumseh (Town) is seeking proposals for the services of qualified professionals (Proponent) to complete the preliminary and detailed design including approvals, prepare the tender package and provide construction services for the Northwest Water and Wastewater Infrastructure Project within the Tecumseh Secondary Plan Area, in the Town of Tecumseh (see **Figure 1 - Project Site Plan**).

The expected services (further explained in **Section B – Project Details**) include:

- Professional services associated with engineering detailed design of road construction, storm, sanitary and watermain construction, utility coordination, limited public consultation, streetlighting and hydro servicing design, streetscaping design and sidewalk/multi-use path design;
- Coordination with CP Rail and Hydro One to obtain utility crossings approvals;
- Professional services to prepare two full tender packages for the project (one in October 2023 and one in early to mid 2024);
- Detailed topographical survey including utility confirmation suitable for detailed design;
- Legal Boundary Survey and Reference Plans prepared by an Ontario Land Surveyor;
- Assistance to the Town in obtaining/coordinating necessary easements and/or property to complete the work;
- Coordination with City of Windsor, County of Essex, Essex Region Conservation Authority (ERCA) and all involved ministries;
- Professional services associated with the excess soil regulations;
- Geotechnical study covering excess soil, underground services design, road construction, CP Rail crossing, and groundwater mitigation;
- Professional engineering and environmental services associated with all required approvals;
- Professional services associated with Stage 2 archaeology work and indigenous consultation as required, and;
- Full construction services during two construction seasons, including contract administration and supervision.

It is the Town's intention to select one (1) successful candidate based on the results of the evaluation criteria.

Figure 1 - Project Site Plan



## 2. Closing Time and Date

- 2.1 Proposals must be received no later than **2:00 pm on Thursday, March 9, 2023.**
- 2.2 Proponents must successfully upload their proposals to the Town of Tecumseh’s online Bids & Tenders Portal (Bids & Tenders portal) on or before the submission deadline. Submissions that are not fully and successfully uploaded to Bids & Tenders on or before the submission deadline will not be accepted and will be returned unopened. Hard copies, facsimiles (fax) or emailed proposals will not be accepted. Proponents are cautioned that uploading large documents may take significant time, depending on the size of the file(s) and internet connection speed. Proponents should allocate sufficient time to upload documents and finalize their submissions before the submission deadline.
- 2.3 Before gaining access to downloading a copy of the RFP documents, Proponents must create an account and then register to be a ‘Plan Taker’ for this RFP on the Bids & Tenders portal. You must be a registered plan taker to submit a Proposal. Proponents may preview RFP documents and/or download a watermarked copy before registering as a plan taker and creating an account to review the project at no cost.
- 2.4 Failure of any Proponent to comply with this section will result in the disqualification of the Proponent and the rejection of their submission.

## 3. Proposal Opening Details

- 3.1 The opening of the submissions shall commence at 2:05 pm on the closing day unless the Purchasing Officer or designate, acting reasonably, postpones the opening to some later hour. The opening shall continue once started, until the last proposal is opened.
- 3.2 There will not be a public opening for this RFP. Proposals will be received and opened electronically.
- 3.3 A list of the Proponents that submitted proposals will be available on the website immediately following the opening.
- 3.4 Once the criteria have been evaluated and a successful Proponent has been selected, this information will be made available on the Bids & Tenders Portal.

## 4. Proponent Questions

- 4.1 Proponents having questions or finding discrepancies or omissions in the document or specifications or having doubts as to the meaning or intent thereof, shall at once, notify the Town via the online Bids & Tenders portal only and shall not attempt to contact staff directly. All questions and requests for clarification are to be submitted through the question section of the online Bids & Tenders portal. The Town, at their discretion, will post written instructions or explanations by addenda, through the online Bids & Tenders portal only, as required.

- 4.2 Proponents may, during the bidding period, be advised by addendum of any additions, deletions, or alterations to the RFP document, via the online Bids & Tenders portal. All such changes shall be considered part of the RFP documentation and shall accordingly be reflected in the Proponent's submission. It will be the Proponent's responsibility to ensure they are registered as a plan taker to receive notification of any and all addenda that are issued. The Town will make every reasonable effort to provide written responses to questions that are submitted. Notice of any addendum to the Proposal will be issued to all registered plan takers by email through the online tender portal. Addenda shall only be posted on the online portal.
- 4.3 The deadline for questions regarding this RFP will be **Monday, February 27, 2023 at 4:30 pm.** The Town cannot guarantee a response to questions received after this time. Should any questions be considered relevant to all Proponents, the Town will provide both the question and the written answer to registered plan takers in the form of an addendum via the online Bids & Tenders portal only. Bidders are solely responsible for ensuring that the Town of Tecumseh has current contact information on file for the bidder.

## 5. General Terms and Conditions

- 5.1 This RFP is subject to the Town's Procurement Policies and Procedures as outlined in the Town Purchasing By-Law 2021-60 and as amended by By-Law 2021-103.
- 5.2 Proponents may amend any aspect of their Proposal at any time on or before the closing date and time. Where a Proponent submits more than one Proposal before the closing date and time, the last proposal submitted will supersede and invalidate all earlier proposals submitted by that Proponent.
- 5.3 Each Proponent is solely responsible for all costs they incur in the preparation of their Proposal, including, without limitation, all costs of providing the information requested by the Town, attending and participating in any interviews or meetings and conducting due diligence, or responding to any questions or clarifications or request for additional information made by the Town.
- 5.4 All necessary information may be obtained at the Town online Bids & Tender Portal at: <https://www.tecumseh.ca/en/town-hall/bids-and-tenders.aspx>
- 5.5 The Town will provide the successful Proponent with the as-built Information for the streets involved and other requested historic information (as available).
- 5.6 Refer to Section D for an example of the intended Agreement to be signed by the successful Proponent.
- 5.7 The Town reserves the right to reject any or all proposals for this work.

## 6. Evaluation, Negotiation and Award Process

- 6.1 Each response to this RFP will be evaluated by a committee (the Evaluation Committee) selected by the Town, to determine the degree to which the submission meets the criteria outlined in this Proposal.
- 6.2 The Evaluation Committee may include such persons as the Town may decide it requires, including Town Solicitor, and persons from Finance, Engineering, Planning, CAO Office, Public Works, IT, advisors and consultants.

- 6.3 The Proponent with the highest combined average score (Preferred Proponent) may proceed to the contract award phase. The Town is not obligated to enter into a contract with the preferred proponent or any proponent.
- 6.4 The evaluation of the Proposal shall be comprised of the following criteria:

Table 1 - Evaluation Criteria

Evaluation Criteria	Description	Maximum Pages	Maximum Score
<b>Understanding of the Scope</b>	Proponents should demonstrate their understanding of the scope, the area, the challenges and the opportunities.	2	10
<b>Proposed Implementation Plan</b>	Proponents shall include a proposed work plan and schedule listing key activities, milestones and timelines. The proponent shall provide an estimate of effort in hours and the proposed schedule for each phase of the work plan they put forward. Attention should be placed on key required approvals, critical path activities, quality control (including technical, scope, fee, and schedule), risk mitigation, etc.	6	20
<b>The Project Teams Relevant Project Experience</b>	Provide a minimum of three (3) projects completed within the last five (5) years that are relevant in size, nature, scope and complexity to the RFP. Provide a narrative which details and demonstrates the Proponent's experience and why the Proponent is uniquely qualified to carry out the services under the Contract. Projects should include key members of the proposed project team where similar work was completed.	3	10
<b>Project Manager Technical Experience</b>	Provide details on the proposed Project Manager, their experience and their relevant experience which deems them qualified to manage the project. Page limit excludes resumes. Full 4-page (max) resumes should be provided in the appendix of the proposal.	1	15
<b>Project Staff Technical Experience</b>	Provide the proposed organizational structure of the team, including team members' relevant experience and sub-consultant details, if applicable. Page limit excludes resumes. Full 4-page (max) resumes of key personnel should be provided in the appendix of the proposal.	3	15
<b>Contract Administrator Technical Experience</b>	Provide evidence that the proposed Contract Administrator possesses the relevant experience needed to manage the contract administrator's obligations for a project of this nature. Full 4-page (max) resumes should be provided in the appendix of the proposal.	1	15
<b>Fee</b>	The fee is to be provided in the format put forward in Section A - 7. Project Cost Quotation Tables 2, 3, and 4.	1	15
<b>TOTAL</b>		Max 17 Pages	100

## 7. Project Cost Quotation

- 7.1 The Proponent shall provide their 'not to be exceeded' fee (including all administrative and expenses excluding tax) in the following format, see Tables 2, 3, and 4.

**Table 2 - Total Cost for Engineering Design**

Phase	Engineering Design	Sub-consultant Fee	Consultant Fee	Total Fee Including disbursements (Excludes Tax)
1	Project Management	\$	\$	\$
2	Preliminary Design	\$	\$	\$
3	Property Acquisition and Landowner Consultation Assistance	Allowance		\$10,000
4	Third Party Coordination including but not limited to City of Windsor, County of Essex, Utilities.	\$	\$	\$
5	Hydro One and CP Rail Coordination	Allowance		\$15,000
6	Detailed Design	\$	\$	\$
7	Permitting and Approvals	\$	\$	\$
8	Tender Documents (Phase 1)	\$	\$	\$
9	Tender Documents (Phase 2)	\$	\$	\$
10	Topographical Survey	\$	\$	\$
11	Legal Boundary and Reference Plan	\$	\$	\$
12	Stage 2 Archaeological Study	\$	\$	\$
13	Geotechnical Investigation	\$	\$	\$
14	Excess Soils Management	\$	\$	\$
<b>TOTAL Fee Not to Exceed (excluding tax)</b>				<b>\$</b>

**Table 3 - Total Cost for Construction Services**

Phase	Construction Services*	Sub-consultant Fee	Consultant Fee	Total Fee *including Disbursements (Excludes Tax)
15	Contract Administration Phase 1	\$	\$	\$
16	Construction Observation Phase 1	\$	\$	\$
17	Materials Testing & Excess Soil Qualified Professional Services Phase 1	\$	\$	\$
18	Contract Administration Phase 2	\$	\$	\$
19	Construction Observation Phase 2	\$	\$	\$
20	Materials Testing & Excess Soil Qualified Professional Services Phase 2	\$	\$	\$
<b>TOTAL Fee Not to Exceed (excluding tax)</b>				<b>\$</b>

\* Note that the fee should be based upon **the number of working days indicated in Section 12.12 including the year in which the work is expected to be scheduled**. This will be re-evaluated and adjusted up or down(pro-rated), once detailed design is complete and a full picture of the construction is available. The number of working days shall also be used to consider a realistic materials testing program.

7.2 If additional work is required beyond what is provided for within this document, the Proponent agrees to adhere to the hourly (including disbursements, excluding tax) billing rates as entered in Table 4 below when providing fee estimates.

**Table 4 - Project Staff Hourly Rates**

Staff Category	Hourly Billing Rate 2023 (including disbursements excluding tax)	Hourly Billing Rate 2024 (including disbursements excluding tax)	Hourly Billing Rate 2025 (including disbursements excluding tax)	Hourly Billing Rate 2026 (including disbursements excluding tax)
<b>Project Manager</b>	\$	\$	\$	\$
<b>Senior Professional</b>	\$	\$	\$	\$
<b>Junior Professional</b>	\$	\$	\$	\$
<b>Administrative Staff</b>	\$	\$	\$	\$
<b>Contract Administrator</b>	\$	\$	\$	\$
<b>Senior Technologist</b>	\$	\$	\$	\$
<b>Junior Technologist</b>	\$	\$	\$	\$
<b>On-Site Observer</b>	\$	\$	\$	\$

## 8. Successful Proponent Performance Evaluation

- 8.1 At the completion of every contract, service or receipt of goods, the Manager or applicable Department Director will complete a performance evaluation for the Company that completed the work.
- 8.2 The Purchasing Officer will provide the Company with a copy of the review and will keep a copy on file in accordance with the Town's record retention policy.
- 8.3 Documented poor performance or non-performance on any contract may be used to determine the eligibility of a Company on future procurements.
- 8.4 The Company can request a debriefing to discuss any performance evaluation.

## 9. Responsibilities, Insurance and Limitation of Liability

- 9.1 The Successful Proponent shall defend, indemnify and save harmless the Town its elected officials, officers, employees and agents from and against any and all claims of any nature, actions, causes of action, losses, expenses, fines, costs (including legal costs), interest or damages of every nature and kind whatsoever, including but not limited 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, arising out of or allegedly attributable to the negligence, acts, errors, omissions, misfeasance, nonfeasance, fraud or willful misconduct of the Successful Proponent, its directors, officers, employees, agents, contractors and subcontractors, or any of them, in connection with or in any way related to the delivery or performance of this Project.
- 9.2 The Successful Proponent agrees to defend, indemnify and save harmless the Town from and against any and all claims of any nature, actions, causes of action, losses, expenses, fines, costs (including legal costs), interest or damages of every nature and kind whatsoever arising out of or related to the Successful Proponent's status with WSIB. This indemnity shall be in addition to the indemnity called for in paragraph 9.1 above and in addition to and not in lieu of any proof of WSIB status and compliance to be provided by the Agreement in accordance with this Agreement and shall survive this Agreement. Notwithstanding the acceptance of this indemnity, the Successful Proponent shall comply with all applicable laws pertaining to health and safety when performing the Project including those noted further in this agreement. The Town shall not be responsible for any violation of same by the Successful Proponent who shall be directly responsible for the safety of the Successful Proponent and the Successful Proponent's employees while performing the Project.
- 9.3 The Successful Proponent, as Named Insured, shall, at their expense obtain and keep in force during the term of the Agreement, Commercial General Liability Insurance satisfactory to the Town and underwritten by an insurer licensed to conduct business in the Province of Ontario. The policy shall provide coverage for Bodily Injury, Property Damage and Personal Injury and shall include but not be limited to:

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- a) A limit of liability of not less than **\$5,000,000/occurrence** with an aggregate of not less than **\$5,000,000**.
  - b) Add The Corporation of the Town of Tecumseh and His Majesty the King in Right of Canada as represented by the Minister of Infrastructure and Communities (“Canada”) as additional insureds with respect to the operations of the Named Insured.
  - c) The policy shall contain a provision for cross liability and severability of interest in respect of the Named Insured.
  - d) Include insurance against liability for bodily injury and property damage caused by vehicles owned by the Successful Proponent and used on the work, and in addition, shall include insurance against liability for bodily injury and property damage caused by vehicles not owned by the Successful Proponent and used on the work. Each such insurance shall have a limit of liability of not less than **\$2,000,000** inclusive for any one occurrence and shall include contractual non-owned coverage (SEF 96). A “vehicle” shall be as defined in the Highway Traffic Act.
  - e) Products and completed operations coverage.
  - f) Broad Form Property Damage.
  - g) Contractual Liability
  - h) Work performed on Behalf of the Named Insured by Sub-Contractors.
  - i) The policy shall provide 30 days’ prior notice of cancellation.
  - j) Coverage shall be written in an amount of not less than **\$5,000,000** and shall be endorsed to include Third Party Extension.
- 9.4 The Successful Proponent’s insurance shall be primary coverage and not additional to and shall not seek contribution from any other insurance policies available to the Town.
- 9.5 The Successful Proponent, as Named Insured, shall, at their expense obtain and keep in force during the term of the Agreement, Professional Liability Insurance satisfactory to the Town and underwritten by an insurer licensed to conduct business in the Province of Ontario in an amount of at least **\$2,000,000**.
- 9.6 The Successful Proponent shall provide a Certificate of Insurance evidencing coverage in force prior to execution of the Contract for this work.
- 9.7 The Successful Proponent shall employ a high standard of public relations and communication.
- 9.8 The Successful Proponent agrees that the Owner has the right to accept or reject all or any portion of this Proposal.
- 9.9 The successful Proponent agrees to perform the whole of the work and to apply all materials, labour, tools, plant and machinery, necessary to do the work.
- 9.10 Workplace Safety and Insurance: The successful Proponent shall furnish evidence of compliance with all requirements of the Workplace Safety and Insurance Act and the Workplace Safety and Insurance Board. Such evidence to include a certificate of good standing issued prior to the execution of the Contract, and a further certificate issued annually on or before the anniversary date of each year.
- 9.11 Compliance with Laws, Regulations and Policies: The successful Proponent shall comply with all labour, police, health, environment, sanitary and other laws and regulations imposed by public bodies having jurisdiction during the Term.

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- 9.12 The successful Proponent shall be, or shall become, familiar with all such laws, regulations and policies which in any manner affect the performance of the Contract, those engaged or employed in the work, or affect facilities or equipment used in the work, or which in any way may affect the conduct of the work and no plea of misunderstanding will be considered on account of ignorance thereof. Without limiting the generality of the aforesaid, it shall be the successful Proponent’s responsibility to comply with the following “Health and Safety requirements:
- a) All applicable Provincial and Federal Acts and Regulations, including but not limited to, the Environmental Protection Act, the Fisheries Act, the Species at Risk Act, the Ontario Heritage Act, the Endangered Species Act, the Public Land Act, etc.;
  - b) Workplace Safety and Insurance Act;
  - c) Occupational Health and Safety Act;
  - d) Safety or other Policies established by the Authority or the Town.
- 9.13 Without limiting any indemnity otherwise called for above in section 9, the successful Proponent shall indemnify and hold harmless the Town of Tecumseh and its employees against and from all suits or actions arising from any Health and Safety violations as well as the cost to defend such charges as a result of any violation.
- 9.14 The Successful Proponent shall comply with all applicable municipal, provincial and federal laws pertaining to the Successful Proponent’s services provided herein to the Town including, without limiting generality, all labour, police, health, environmental, public health and sanitation laws and regulations imposed by public bodies having jurisdiction over such matters.
- 9.15 Please be advised that the Town has a Policy on Health & Safety. The Successful Proponent is required to ensure that employees are advised and have a sound knowledge of this policy.
- 9.16 **Safety and First Aid:** Without limiting the generality of Section A 9.11 “Compliance with Laws, Regulations and Policies”, the Successful Proponent shall:
- a) Provide and maintain the necessary items and equipment as called for under the First Aid Regulations of the Workplace Safety and Insurance Act and the Occupational Health and Safety Act.
  - b) Comply with requirements of Workplace Hazardous Materials Information System (WHMIS) regarding the use, handling, storage, and disposal of hazardous materials; and regarding labelling and provision of material safety data sheets acceptable to Labour Canada and Health and Welfare Canada. Deliver copies of WHMIS data sheets to the Town on delivery of materials.
  - c) Take all necessary precautions to ensure the continuous safety of any contract workers, the owner, and the general public at large on the Owner’s property.
  - d) Provide the company’s Health and Safety Policy prior to the commencement of the agreement.

## 10. Accessibility for Ontarians with Disabilities Act (AODA)

- 10.1 The AODA standards apply to Ontario businesses and non-profits. The Corporation of the Town of Tecumseh is participating in meeting the accessibility standards in Ontario.
- 10.2 The successful Proponent shall ensure that all its employees, agents, volunteers, or others for whom the successful Proponent is legally responsible receive training regarding the provisions of this Act.
- 10.3 Proponents shall ensure that any information, goods or services provided to or on behalf of the Town, conforms with:
  - a) Ontario Regulation 429/07 Accessibility Standards for Customer Service;
  - b) Ontario Regulation 191/11 Integrated Accessibility Standard, and;
  - c) World Wide Web Consortium Web Content Accessibility Guidelines (WCAG) 2.0 Level AA.
- 10.4 The successful Proponent shall ensure that such training includes, without limitation, a review of the purpose of the Act and the requirements of the Regulation, as well as instruction regarding all matters set out in Section 6 of the Regulation. The successful Proponent shall submit to the Town, as required from time to time, documentation describing its customer service training policies, practices and procedures and a summary of its training program, together with a record of the dates on which training was provided and a list of the employees, agents, volunteers or others who received such training.
- 10.5 The Town reserves the right to require the successful Proponent to amend its training policies to meet the requirements of the Act and the Regulation.
- 10.6 The successful proponent will be required to complete the AODA Form in Section E – AODA Form.

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## Section B – Project Details

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### 11. Overview of the Proposed Infrastructure Improvements

Tecumseh Hamlet Secondary Plan Area is situated south of County Road 22 and is generally delineated by County Road 19/Manning Road to the east, County Road 42 to the south, and Banwell Road to the west. The Tecumseh Hamlet Secondary Plan Area is a composite of primarily large undeveloped lands that are currently farmed. In addition, there are a number of natural heritage landscapes and existing homes.

System wide infrastructure studies have been completed which contribute to the careful integration of development and key servicing. These studies include:

- Tecumseh Water & Wastewater Master Plan 2018 (W/WWMP)  
Update: <https://www.tecumseh.ca/en/town-hall/water-and-wastewater-master-plan.aspx>
- Tecumseh Storm Drainage Master Plan (SDMP) Executive  
Summary: <https://www.tecumseh.ca/en/town-hall/resources/Documents/Storm-Drainage-Master-Plan-Executive-Summary.pdf>
- Tecumseh Transportation Master Plan: <https://www.tecumseh.ca/en/town-hall/tecumseh-transportation-master-plan.aspx>

The Secondary Planning Process for the Tecumseh Hamlet is currently ongoing, scheduled to be completed in the spring of 2023. Also underway is a functional servicing study expected to be completed by summer 2023. See the material shown to the public (PIC-boards) in December 2022, here:

<https://www.tecumseh.ca/en/town-hall/resources/Documents/PIC-Boards/Print-low-resolution-version-for-website.pdf>

**Figure 2 - Proposed Infrastructure** below provides a high-level illustration of the infrastructure included in this assignment.

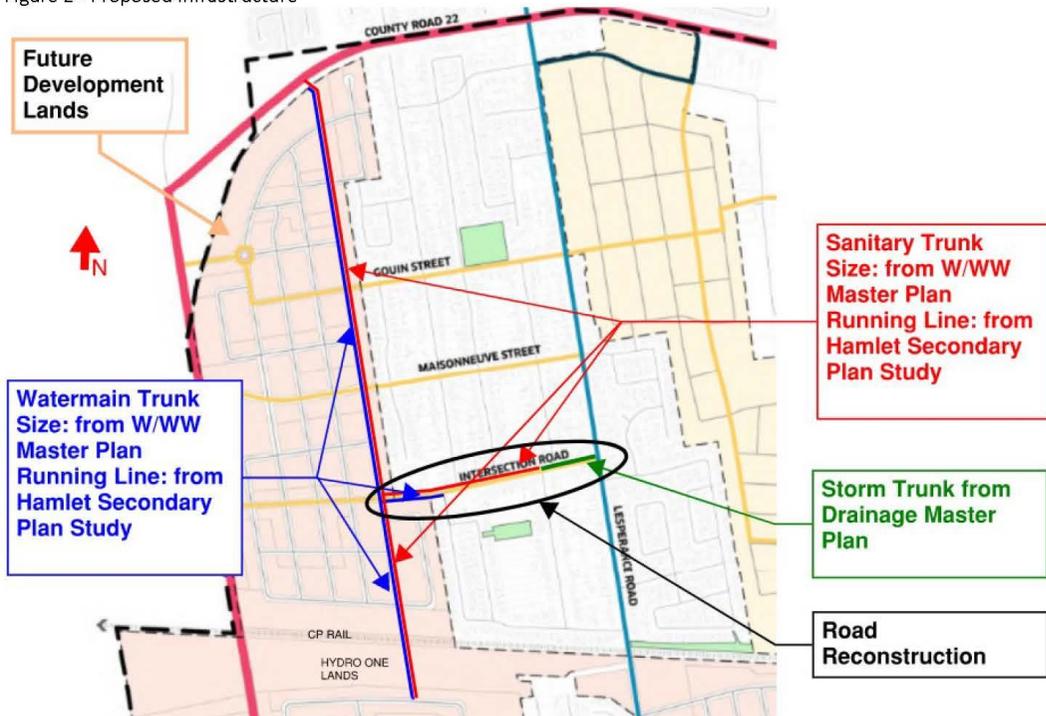
The watermain and sanitary services included in this RFP, shown in the above-linked PIC-boards (board number 9), are trunk infrastructure. Board 9 shows updated trunk locations which were confirmed after the 2018 Water & Wastewater Master Plan update mentioned above. The sizing of trunks is covered in the W/WWMP. The Town's consultant is currently evaluating the water model to verify the trunk watermain sizing within the project area. This information will be provided to the proponent to be incorporated into the detailed design.

The stormwater strategy is also shown in the above-linked PIC-boards (board number 10). The sizing and location of the north-south storm sewers within the project area for this RFP will be confirmed through the servicing plan (by others) to be completed in summer of 2023. Although these storm sewers are not included in this assignment, coordination will be required with the Town's Consultant to confirm no conflicts exist between the planned stormwater infrastructure, including trunks, mains, stormwater management ponds, and services on the street.

Additionally, the SDMP recommended storm improvements on Intersection Road in the Baillargeon Drain Service Area. These storm trunk improvements shall be included as part of the proponent's services. Further, beyond the trunk storm sewer, local storm drainage on Intersection Road for the entire section between the north-south road to Lesperance Road shall be included in this scope of work.

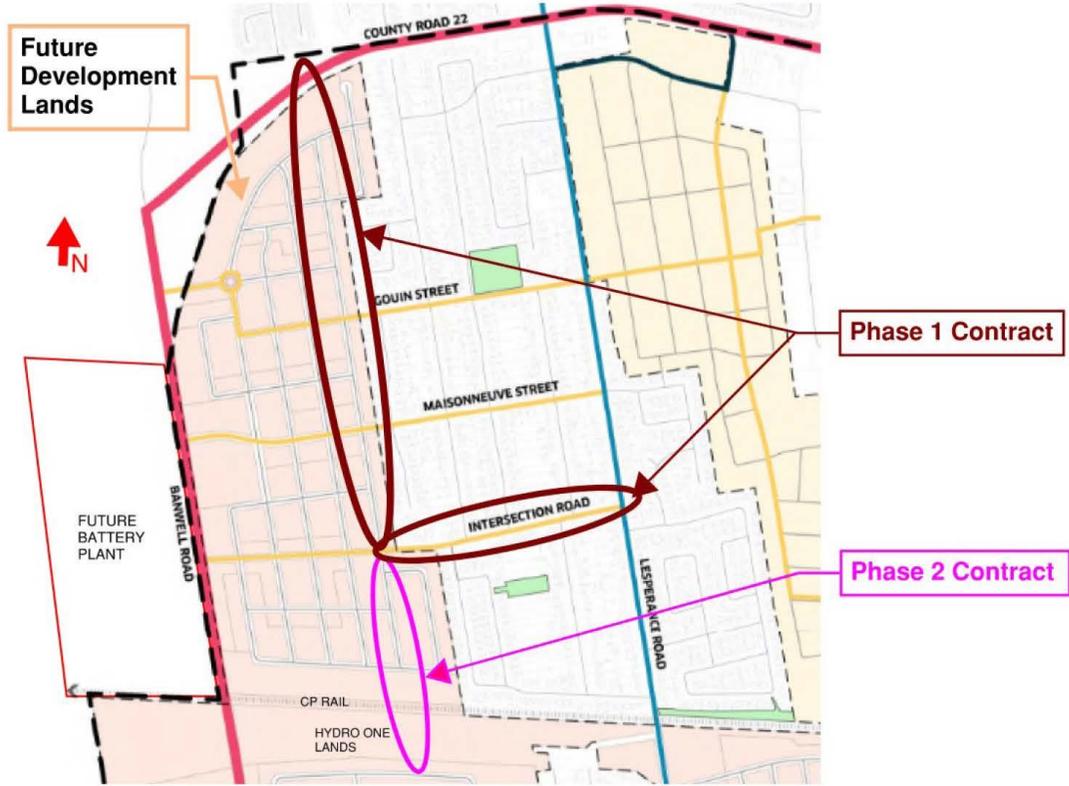
Road construction of the new north-south local road is not included in the scope of work. It is expected that the installation of the new water, sanitary and storm sewer, will likely require a full reconstruction of the urban collector, Intersection Road, from the new north-south local road to Lesperance Road. The reconstruction shall include sidewalks, lighting, and fully urban cross-section, all in accordance with the Transportation Master Plan.

Figure 2 - Proposed Infrastructure



The Town wishes to tender this work in two separate work packages to provide additional time for the Proponent to secure Hydro One and CP Rail permission to install trunks across their lands. The proposed phasing is included in **Figure 3 - Phasing Plan**.

Figure 3 - Phasing Plan



## 12. Description of Work

The following is expected to be required and should be included in the proponent's proposed scope of work:

12.1 Proponent proposals shall put forward an experienced project manager and contract administrator who shall be the sole lead for all aspects of this multi-disciplinary project. The Project Manager shall have a minimum of seven (7) to ten (10) years of relevant project management experience, with a minimum of five (5) of those years in a Project Manager role responsible for overseeing the delivery of contracts of a similar size and scope of this project. Proponent proposals shall put forward an experienced Contract Administrator who has a minimum of seven (7) to ten (10) years experience in a contractor administrator role which demonstrates the administering, coordinating and inspections of construction projects of similar size and scope. This shall include managing and consolidating the financial and budget aspects of the project. The Contractor Administrator and Project Manager roles can be held by the same person if they possess the required experience to fill both roles.

12.2 Proponent proposals will provide for complete preliminary and detailed design drawings, utility coordination, increasingly more accurate opinions of construction cost, acquisition of all required approvals, and tender packages preparation for the project. The successful firm will be required to administer the tendering processes and to administer the project throughout both phases of construction. Further details regarding the specifics are included in the following points however, the proponent should consider themselves fully responsible to fulfill all necessary actions required to see this project through to completion.

12.3 Proponents will provide property acquisition/easement assistance to the Town during the preliminary and detailed design stages. The assistance will include, the preparation of sketches and diagrams of proposed infrastructure and property needs, coordination with the legal surveyor, discussions with property owners, and third-party property owners etc.. Given this work will be difficult to estimate, an allowance has been provided. Proponents will be required to keep track of the specific activities and manage the allowance with practicality. This item will be paid on a time and material basis.

Proponents will lead, with the Town's assistance, the pursuit of sanitary and water crossing agreements with CP Rail and Hydro One lands for the Phase 2 work. It is expected that any geotechnical, topographical or legal surveying work will need to occur at the outset of the project. The proponent will therefore ensure that contact with both entities occurs as soon as possible to gain permission to obtain all information needed so as to not delay the work. It is expected that flagging will need to be arranged and special geotechnical information required to satisfy the railway, to be included in the proponent's proposal. Given this work will be difficult to estimate, an allowance has been provided. Proponents will be required to keep track of the specific activities and manage the allowance with practicality. This item will be paid on a time and material basis.

12.4 Proponents shall be responsible for applying for and complying with all applicable regulations and approvals in a reasonable timeframe to secure approval prior to construction. These include but are not limited to Town of Tecumseh standards, the Ministry of the Environment, Conservation, and Parks, Ministry of Tourism, Culture, Sports, the Essex Region Conservation Authority, the Environmental Protection Act, Excess Soil Regulations, etc.. In concert with the

detailed design, all aspects of environmental approvals shall be included in the Proponents scope of work.

- 12.5 Proponents shall be aware of a former landfill adjacent to the north east corner of the project area as shown on **Figure 1 - Project Site Plan**. The Town's consultant has ongoing monitoring with an expected report due in early spring 2023. The proponent shall note that specific means and methods for construction may need to be followed, which will be informed by the Town's consultant.
- 12.6 Proponent proposals shall include geotechnical services to inform the detailed design including structural needs, needs related to crossing a railroad or hydro one property, and groundwater considerations; testing and analysis required to comply with Excess Soil Regulations during design and construction, and materials testing during construction. These services shall include obtaining public and private utility locates as required; retain the services of a drilling contractor; prepare a traffic management plan for the proposed work; complete the appropriate number of boreholes/monitoring wells across the project area as prescribed by the regulation(excess soil) and the needs of the design engineers; complete the appropriate soil sampling as prescribed by the regulation, including all laboratory fee's; backfill boreholes with bentonite material, patch boreholes in asphalt with cold patch asphalt, handle completely the spoils; handle completely the removal of drums containing soil cuttings from the drilling program.
- 12.7 Proponent proposals shall include a detailed and accurate topographical survey for the full stretch of detailed design, including utility locates of mains and laterals. The Town will assist with downed-watering of the storm sewers during invert pick up(if required), but traffic control will be the responsibility of the proponent. The proponent shall note that the Town completes their own watermain and water services locates through the Ontario One-Call utility locate system. A legal boundary survey performed by an Ontario Land Surveyor shall be completed, including property acquisition and easement services. The proponent shall note that an easement through the Valente lands for the purpose of constructing the north-south running trunk infrastructure and for the establishment of a future local roadway has been established (By-Law 2010-84). See Appendix H – for the 12R plans.
- 12.8 Proponent proposals should include the provision of a full set of construction documents and the Engineers' Opinion of Probable Construction Costs at a 30% submission, a 60% submission, and at Issued for Tender submission shall be provided. The Town shall be provided two weeks to provide feedback on the submissions.
- 12.9 The proponent shall act as the Qualified Person (QP) for the Corporation of the Town of Tecumseh for the project, ensuring that all aspects of O.Reg. 406/19 (Excess Soil) are adhered to. The work is expected to include:
- The completion of an environmental review for the project area to assess for evidence of potential or actual environmental contamination as a result of current or past activities, and to utilize this information for the preparation of a sampling and analysis plan. The scope of the environmental review should include the following:
    - ERIIS database search of the project area;
    - Review of historical aerial photographs of the project area;
    - Review of fire insurance maps of the project area (if available);
    - A site visit of the project area; and
    - Prepare a summary report.
  - The preparation of a sampling and analysis plan, based on the findings of the environmental review.

- Characterize excess soils expected to be generated from the project area. Compare the soil quality results to the Excess Soil Quality Standards (ESQS), as outlined in O.Reg. 406/19, classify the excess soil based on reuse site requirements; and prepare a summary report.
- Preparation of an excess soil specification, quantities, and form of tender items for inclusion in the tender/contract documents for the project.

12.10 A Stage 1 Archaeological Land Study was completed for the Hamlet area which was filed and accepted by the Ministry, see the full report in Section H – Fisher Archaeological Consulting Stage 1 Report. A Stage 2 Archaeological Land Study is recommended to be completed for the property, as indicated in the green shaded area identified in Figure 7 of the report. Proponent proposals shall include all services required to complete the Stage 2 Report for the Project Area only, as shown in blue on Figure 1 - Project Site Plan. The work shall include filing with the Ministry of Tourism, Culture and Sport (MTCS), in compliance with the Ontario Heritage Act. Proponents shall ensure the work follows the Standards and Guidelines for Consultant Archaeologists.

The Proponent will not conduct the archaeological assessment at the above-noted site until Indigenous Communities are contacted and invited to actively participate in said archaeological investigations, in accordance with the Town’s duty to consult and/or accommodate Indigenous Communities. The proposals shall include time to deal with any issues raised by the communities.

12.11 Proponents shall note the following preliminary schedule:

**Table 5 - Preliminary Schedule**

Activity	Preliminary Timeline
<b>Award Date</b>	March 2023
<b>Completed Tender Documents Phase 1</b>	October 2023
<b>Construction Phase 1 start</b>	December 2023
<b>Anticipated Completed Tender Documents Phase 2</b>	May 2024
<b>Anticipated Construction Phase 2 start</b>	Late Spring 2024

12.12 Proponent proposals shall include Contract Administration and Construction Observation including general administration services during construction. The Proposal shall include the construction services based upon an estimated **200 working days for Phase 1 construction and 100 working days for Phase 2 construction**, to be re-evaluated and adjusted once the detailed design is complete. The successful proponent, on behalf of the Town, shall ensure that the work conforms to the contract documents, drawings, and specifications. The Consultant shall carry out the duties of “the payment certifier” pursuant to the provisions of The Construction Act.

The Construction Administration services shall include at minimum the following:

- a) Schedule, lead and attend the pre-construction meeting;

- b) Advise the construction Contractor on the Proponent’s interpretation of the drawings and specifications and issue supplementary details and instructions during the construction period, as required;
- c) Review for Town approval, the construction schedule proposed by the Contractor and comment on the procedures, methods, and sequence of work;
- d) Review shop drawings submitted for general compliance with the design requirements. Arrange regular site meetings. Minutes to be prepared and distributed to all parties within 7 days;
- e) Consider and advise on alternative methods, equipment, and materials proposed by the Contractor;
- f) Advise on the validity of charges for additions or deletions and advise on the issue of change orders when requested, including the preparation of change orders;
- g) Prepare and approve Contractor’s progress and final payment certificates;
- h) Maintain adequate records related to the construction contracts including the issuance of weekly working days statement;
- i) Prepare Working Days Form, Payment Certificates and Change Orders in accordance with the Town’s Standards;
- j) Make visits to the site at appropriate times during construction to review general conformity of the work with plans and specifications, including all commissioning exercises needed (if applicable);
- k) Arrange for the testing and inspection of materials and work, by an authorized inspection and testing company, where the construction contract calls for such testing;
- l) Attend job meetings as deemed necessary. Record and circulate minutes of the meetings;
- m) Report on the construction to the Town with respect to progress, cost, and schedules.
- n) Obtain warranties and guarantees, direct and lead commissioning activities, direct and lead the operation and maintenance manual production;
- o) Supervise and prepare As-built drawings in accordance with PEO recommendations, and;
- p) Provide a Certificate of Substantial Performance and Final Completion.

The Construction Observation services shall include at a minimum, the following:

- a) Full-time construction observation is required for this project. The proponent shall report to the Town and make recommendations if the Consultant determines that the Contractor is not carrying out his work in accordance with the Contract Documents or that the Contractor’s work does not satisfy the intent of the design or does not substantially conform with plans and specifications;
- b) Arrange for, or carry out, all necessary field-testing and inspection of materials and equipment installed. Results of all tests are to be provided to the Town promptly;
- c) Investigate, report, and advise on unusual circumstances, which come to the Consultant’s attention during construction;
- d) Lead and direct commissioning operations and delivery of the operation and maintenance manual (if applicable);
- e) Carry out a final inspection at the conclusion of the construction contract, at the end of the maintenance period, and as part of the acceptance program of the Town;
- f) Obtain and record field information of construction details for the modification of contract drawings to show the work ‘as-built’;
- g) Maintain sufficient data to determine the periodic progress of the work;

- h) Review the construction Contractor’s request for payments as to progress, quantities of work completed, and materials delivered to the site and advise the Town accordingly; and
- i) Prepare Contractor’s Payment Certificates.

### 13. Town Supplied Information

- 13.1 All relevant As-built drawings needed to complete the design work within this RFP will be supplied to the successful consultant.
- 13.2 Access to the Towns GIS system will be granted to the successful proponent.

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## Section C - Acceptance

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I/We, the Undersigned, having examined the RFP and do hereby affirm the acceptance of the requirements of the RFP including the sample consultant agreement. I/We do certify that the information supplied on the Proposal Form to be true and complete in all respects and is open for acceptance by The Corporation of the Town of Tecumseh within 90 days of the closing date.

I, We

---

Name

Position

of

---

Company Name

Dated at \_\_\_\_\_ this \_\_\_\_\_ of \_\_\_\_\_, 20 \_\_\_\_\_,

I acknowledge that I have reviewed and incorporated \_\_\_ of \_\_\_ Addenda into my proposal.

---

Authorized Signature

Print Name

---

Street Address

---

City, Province Postal Code

---

Telephone No.

Facsimile No.

---

Email Address

Signature in the designated space, by an authorized officer of the Proponent's company affirms acceptance of the Request for Proposal requirements set forth in this document, the associated costs (where applicable) attributed to the business arrangement between the Proponent and The Corporation of the Town of Tecumseh and hereby certifies that the information supplied in this proposal to be true and compete in all respects.

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## Section D – Sample Town Agreement

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Sample Agreement Provided as an attachment

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## Section E – AODA Form

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**(TO BE COMPLETED UPON CONTRACT EXECUTION)**

**Service Providers  
Accessibility Standards for Customer Service  
(Ontario Regulation 429/07)  
CERTIFICATE**

To: Corporation of the Town of Tecumseh  
(the "Town")

From: \_\_\_\_\_  
(the "Service Provider")

Employee/Contractor/ Representative Name (PLEASE PRINT)	Date of Hire	Date of Training

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## Section F – Proposal Submission Checklist

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The Proponents shall ensure their proposal includes the following for completeness:

<b>Items to be Included in Proposal</b>	<b>Complete?</b>
Understanding of the Scope	Y/N
Proposed Implementation Plan	Y/N
The Project Teams Relevant Project Experience	Y/N
Project Manager Technical Experience	Y/N
Project Staff Technical Experience	Y/N
Contract Administrator Technical Experience	Y/N
Completed Fee table 2, 3, 4	Y/N
Completed Section C – Acceptance Form	Y/N

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## Section G – Valente Easement 12R Plans

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12R plans provided as an attachment

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## Section H – Fisher Archaeological Consulting Stage 1 Report

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Report provided as an attachment

**CONSULTING AGREEMENT**

Between:

**The Corporation of the Town of Tecumseh**

-and-

**XXX**

**PREPARED BY:**

**WOLF HOOKER PROFESSIONAL CORPORATION**

Barristers & Solicitors  
72 Talbot Street North, Suite 100  
Essex, Ontario  
N8M 1A2

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- Schedule “A”- Request for Proposal
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**CONSULTING AGREEMENT**

*THIS AGREEMENT* made in triplicate this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**B E T W E E N:**

*THE CORPORATION OF THE TOWN OF TECUMSEH,*  
hereinafter called the "**Municipality**" or "**Town**"

**OF THE FIRST PART**

-and-

**XXX**  
hereinafter called the "**Consultant**"

**OF THE SECOND PART**

**HEREINAFTER** collectively referred to as the "Parties"

*RECITALS*

**WHEREAS** the Town intends to retain the Consulting Services of qualified professionals to complete the detailed design, tender package, and construction services for the Tecumseh Secondary Plan Area – Northwest Water and Wastewater Infrastructure Project.

**AND WHEREAS** the Town issued a Request for Proposal on \_\_, 20\_\_ respecting Consulting Services for the Tecumseh [Hamlet](#) Secondary Plan Area – Northwest Water and Wastewater Infrastructure Project;

**AND WHEREAS** the Consultant responded to the RFP and has agreed to provide the Professional Services subject to the following terms, standards, requirements and conditions;

**NOW THEREFORE WITNESSETH** that in consideration of the covenants contained herein, the Town and the Consultant mutually agree as follows:

## *ARTICLE 1*

### *DEFINITIONS*

#### **1.1 DEFINITIONS**

The following terms and expressions when used in this Agreement and the Schedules attached hereto and any amendments to this Agreement and such Schedules shall have the following meanings:

**Additional Services** shall mean those additional services not identified originally in the RFP or Proposal Submission but which the parties subsequently agree in writing shall be provided by the Consultant to the Town;

**Agreement** shall mean this Agreement and any amendment thereto;

**Business Day** shall mean any day, other than a Saturday, Sunday or any other day on which the principal-chartered banks located in the Town are not open for business during normal banking hours;

**Force Majeure** shall mean the acts beyond the reasonable control of the party and as described in Article 2.12 of this agreement.

**Phase** shall mean each separate category of work outlined in the RFP, section 7.1, Table's 2, 3 & 4;

**Project** shall mean Tecumseh Secondary Plan Area – Northwest Water and Wastewater Infrastructure Project as outlined in the RFP;

**Proposal Submission** shall mean the Consultant's Project submission as outlined in the RFP;

**RFP** shall mean the Request for Proposals referred to in the recitals above a copy of which is attached hereto as Schedule A;

**Schedules** shall mean the schedules attached hereto and forming part of this Agreement;

**Services** shall mean those Services to be delivered or performed by the Consultant under the agreement, and without limiting the foregoing as more particularly described in Article 3 and Additional Services as applicable.

## **ARTICLE 2**

### **GENERAL CONDITIONS**

#### **2.1 RETAINER**

The Town hereby retains the Consultant in connection with the Project and the Consultant agrees to provide the Services described in Article 3 (Services to be provided) for the Project under the general direction and control of the Town.

#### **2.2 COMPENSATION**

The Town shall pay the Consultant in accordance with the provisions set forth in Article 4. For purposes of this agreement, the basis of payment shall be as specified in Article 4.2.

#### **2.3 STAFF AND METHODS**

The Consultant shall perform the Services under this agreement with the degree of care, skill and diligence normally provided in the performance of such Services as contemplated by the agreement at the time such Services are rendered and as required by the Consultant's governing professional body (e.g. Professional Engineers Ontario, Ontario, Association of Architects, Association of Ontario Land Surveyors, etc...) and otherwise in accordance with the best practices established by professional associations (e.g. the Municipal Engineers Association, the Association of Consulting Engineering Companies, etc...) and the code(s) of ethics, provincial and/or national standards, laws and regulations applicable to such profession (e.g. Professional Engineers Act, etc...) and the laws of general application (e.g. the Workplace Safety and Insurance Act and the Occupational Health and Safety Act, etc...). The Consultant shall employ only competent staff who will be under the supervision of a senior member of the Consultant's staff. The Consultant shall obtain the prior agreement of the Town before making any changes to the staff list after commencement of the Project.

#### **2.4 DRAWINGS AND DOCUMENTS**

Drawings and documents or copies thereof required for the Project shall be exchanged between the parties on a reciprocal basis. Documents prepared by the Consultant for the Town may be used by the Town, for the Project herein described, including "record" drawings and the Town has ownership of any such drawings. To the extent called for in the RFP, the Consultant shall cooperate, assist and collaborate with any other Consultant or third party to incorporate these drawings and documents into any larger or comparable document package applicable to the overall Project.

**2.5 INTELLECTUAL PROPERTY**

All concepts, products or processes produced by or resulting from the Services rendered by the Consultant in connection with the Project, or which are otherwise developed or first reduced to practice by the Consultant in the performance of their Services, and which are patentable, capable of trademark or otherwise, shall be and remain the property of the Town.

The Town shall retain all intellectual property rights to the product.

**2.6 RECORDS AND AUDIT**

- a) In order to provide data for the calculation of fees on a time basis, the Consultant shall keep a detailed record of the hours worked by staff employed for the Project.
- b) The Town may inspect timesheets and record of expenses and disbursements of the Consultant during regular office hours with respect to any item which the Town is required to pay on a time scale or disbursement basis as a result of this Agreement.
- c) The Consultant, when requested by the Town, shall provide copies of receipts with respect to any disbursement for which the Consultant claims payment under this Agreement.

**2.7 CHANGES AND ALTERATIONS AND ADDITIONAL SERVICES**

With the consent of the Consultant, the Town may in writing at any time after the execution of the Agreement or the commencement of the Services delete, extend, increase, vary or otherwise alter the Services forming the subject of the Agreement, and if such action by the Town necessitates additional staff or Services, the Consultant shall be paid in accordance with Section 4.2 for such additional Services and staff employed directly thereon, together with such expenses and disbursements as otherwise agreed in writing between the parties.

**2.8 DELAYS**

In the event that the start of the project is delayed for one hundred and eighty (180) days or more for reasons beyond the control of the Consultant, the Consultant shall have the option to terminate the Agreement, if such option is exercised in writing within thirty days failing which the timing for if any, is extended for the period of delay.

**2.9 SUSPENSION OR TERMINATION**

The Town may at any time by notice in writing suspend or terminate the Services or any portion thereof at any stage of the project. Upon receipt of such written notice, the Consultant shall perform no further Services other than those reasonably necessary to close out the Consultant's Services. In such an event, the Consultant shall be entitled to payment for the Services rendered and disbursements incurred by the Consultant to the date of such suspension/termination in the manner and extent otherwise contemplated by section 4.2.

If the Consultant is an individual and should die before their Services have been completed, this Agreement shall terminate as of the date of their death, and the Town shall pay for the Services rendered and disbursements incurred by the Consultant to the date of such termination in the manner and extent otherwise contemplated by section 4.2.

**2.10 INDEMNIFICATION**

In the manner set forth in Article 9 of the RFP and without limiting the extent of scope of indemnification set out thereto, the Consultant shall indemnify and save harmless the Town and its elected officials, officers, employees and agents from and against all claims of any nature, actions, causes of action, losses, expenses, fines, costs (including legal costs), interest or damages of every nature and kind whatsoever which the Town, its employees, officers or agents may suffer.

The Town further covenants and agrees that it will at all times indemnify and save harmless the Consultant, its officers, servants and agents, from and against all loss or damage, and from and against all actions, suits, claims and demands whatsoever which may be made or brought against the Consultant, its officers, servants and agents by reason or in consequence of the execution and performance of this agreement by the Town or the negligent acts and omissions of its servants, agents or employees.

**2.11 INSURANCE**

The Consultant shall obtain, maintain, and provide evidence thereof to the Town appropriate insurance coverage in respect of the Services as more particularly detailed in Article 9 of the RFP.

**2.12 FORCE MAJEURE**

Neither party shall be responsible to the other for damages arising directly or indirectly from any delays for causes beyond such party's control. For purposes of this Agreement, such causes include, but are not limited to, general strikes or other labour disputes (but not including loss or departure of individual staff); epidemic, quarantine, pandemic (including the COVID-19 pandemic), emergency protection legislation, regulations and orders, severe weather disruptions or other natural disasters or acts of God; fires; riots, war or other emergencies; failure of performance by the other party; or discovery of any hazardous substances or differing site conditions.

**2.13 CONTRACTING FOR CONSTRUCTION**

The Consultant or any person, firm or corporation associated or affiliated with or subsidiary to the Consultant shall not tender for the construction of the Project or have an interest either directly or indirectly in the construction of the Project.

**2.14 ASSIGNMENT**

Neither party may assign this Agreement or any portion thereof without the prior consent in writing of the other party.

**2.15 PREVIOUS AGREEMENTS**

This Agreement supersedes all previous agreements, arrangements or understandings between the parties whether written or oral in connection with or incidental to the Project provided that the Schedules attached hereto and to the extent referenced herein, the information detailed in the Proposal Submission, are incorporated and remain part of this Agreement.

**2.16 APPROVAL BY OTHER AUTHORITIES**

Unless otherwise provided in this Agreement or stated in the RFP, where the work of the Consultant is subject to the approval or review of an authority, department of government, or agency (herein "an Authority") other than the Town, such applications for approval or review shall be the responsibility of and completed by the Consultant. Any such application shall be submitted to the Authority through the offices of the Town (when mandated or if requested by the Town). The Consultant shall be the primary point of contact with the Authority to monitor the progress and timely processing of such applications until or unless otherwise directed in writing by the Town. Costs for all application fees shall be borne by the Town unless otherwise provided for by the Consultant. The foregoing in no way limits the Consultant's responsibility to identify, understand and coordinate any and all approvals and permits required for the Project unless otherwise specified in the RFP or agreed to by the Town.

In the manner set forth in section 12.4 of the RFP, Consultants shall be responsible for applying for and complying with all applicable regulations and approvals in a reasonable

timeframe to secure approval prior to construction. These include but are not limited to Town of Tecumseh standards, Ministry of the Environment, Conservation, and Parks, Ministry of Natural Resources and Forestry, Department of Fisheries and Oceans, the Essex Region Conservation Authority, Environmental Protection Act, Excess Soil Regulations, etc.

**2.17 SUB-CONSULTANTS**

The Consultant may engage Sub-Consultants for specialized services provided that they are noted in the Proposal Submission or otherwise prior approval is obtained, in writing, from the Town.

Sub-Consultants are to be paid as per the completed Tables 2, 3 and 4 in section 7 of the RFP completed in the Proposal Submission or as otherwise subsequently approved by the Town. Consultant shall pay Sub-Consultant and provide certificate of same to the Town and should the Consultant fail to pay Sub-Consultant, the Town may withhold funds from the next progress payment an amount equal to the amount alleged to be outstanding unless the Consultant has held back and paid into court the amount alleged to be payable to the Sub-Consultant or the Consultant and Town otherwise agree in writing.

**2.18 INSPECTION AND COMPLIANCE WITH LAW**

The Town, or persons authorized by the Town, shall have the right, at all reasonable times, to inspect or otherwise review the Services performed, or being performed, under the Project and the premises where they are being performed.

The Consultant shall comply with the laws, regulations, and policies set forth in the RFP.

**2.19 PUBLICATION**

The Consultant agrees to obtain the consent in writing of the Town before publishing or issuing any information regarding the Project. All communication inquiries received by the proponent are to be sent directly to the Town for response.

**2.20 CONFIDENTIAL INFORMATION**

The Consultant shall not divulge any specific information identified as confidential, communicated to or acquired, or disclosed by the Town in the course of carrying out the Services provided for herein. These obligations of confidentiality shall not apply to information, which is in the public domain, which is provided to the Consultant by a third party without obligation of confidentiality, which is independently developed by the Consultant without access to the Town's information, or which is required to be disclosed by law or court order. No such information shall be used by the Consultant on any other project without the approval in writing of the Town.

**2.21 TIME**

The Consultant shall perform the Services in accordance with the requirements of Article 3 of this Agreement and Table 5 "Preliminary Schedule" of the RFP and shall complete any portion or portions of the Services in such order as the Town may require.

The Town shall give due consideration to all designs, drawings, plans, specifications, reports, tenders, proposals and other information submitted by the Consultant, and shall make any decisions which are required in connection therewith, within a reasonable time so as not to unduly delay the work of the Consultant. Provided, the Consultant shall allow for reasonable time for such input to be processed having regard to any specific guideline or direction noted by the Town as to its decision making process.

The Consultant shall deliver services in a manner that is consistent with the preliminary schedule outlined in section 12.11 (Table 5 "Preliminary Schedule") of the RFP or as otherwise agreed to by the parties in writing.

**2.22 ESTIMATES, SCHEDULES AND STAFF LIST**

**2.22.1 PREPARATION OF ESTIMATE OF FEES, SCHEDULE OF PROGRESS AND STAFF LIST**

All information provided in the Proposal Submission from Consultant is accurate and correct as it relates to the following.

- a) An estimate of the total fees to be paid for the Services.
- b) A Schedule showing an estimate of the portion of the Services to be completed in each month and an estimate of the portion of the fee which will be payable for each such month.
- c) A Staff list showing the number, classifications and hourly rate ranges for staff, Principals and Executives, for which the Consultant may seek payment on a time basis where such recovery is contemplated under the RFP (subject to any pre-approval by the Town required under the RFP). The Consultant shall relate such information to the particular type of work that such staff is to perform, while employed on the Project. Such list shall designate the member of the Consultant's staff who is to be the liaison person between the Consultant and the Town.

**2.22.2 SUBSEQUENT CHANGES IN THE ESTIMATE OF FEES, SCHEDULE OF PROGRESS AND STAFF LIST**

The Consultant will require prior written approval from the Town for any of the following changes:

- a) Any increase in the estimated fees beyond those in the Bid Submission.
- b) Any change in the schedule of progress which results in a longer period than provided for in Subsection 2.22.1 (b).
- c) Any change in the number, classification and hourly rate ranges of the staff provided under Subsection 2.22.1 (c).

**2.22.3 MONTHLY REPORTING OF PROGRESS**

When requested by the Town, the Consultant shall provide the Town with a written report showing the portion of the Services completed in the preceding month and otherwise in accordance with Article 4 below.

**2.23 GENERAL CONDITIONS**

Consultant covenants, undertakings, representations, warranties and agreements to perform Services in a manner that is consistent with the requirements set out in the RFP. Notwithstanding any term, condition or other stipulation contained that may not be expressly addressed in the body, nevertheless such "term" shall be deemed incorporated into this agreement save and accept as expressly otherwise indicated.

**ARTICLE 3**

***SERVICES TO BE PROVIDED***

**3.1 SERVICES TO BE PROVIDED BY CONSULTANTS**

The Consultant's scope of work for the services to be provided shall meet or exceed and otherwise be deemed to include those services called for within the RFP, Section B "Project Details", more specifically section 12 "Description of Work" and any additional or supplemental services or detailed scope of work as may be set out in the Consultant's Proposal submission.

**3.2 SERVICES TO BE PROVIDED BY TOWN**

The Town will provide access to the Town's information and/or database(s) to the extent set out in section 13 of the RFP and as otherwise may be requested or identified by the Consultant and approved by the Town all in accordance with and subject to any laws governing the disclosure and use of such information and/or database.

## *ARTICLE 4*

### *FEES AND DISBURSEMENTS*

#### **4.1 BASIS OF PAYMENT FOR THIS AGREEMENT**

##### **4.1.1 FEES CALCULATED ON A DELIVERABLE BASIS**

The Town shall pay the Consultant the Fee for the Services, calculated on the basis of the stage of completion of each Phase of the Services since the date of the previous invoice.

##### **4.1.2 UPSET COST LIMIT**

- a) Notwithstanding anything else contained in this agreement, the Fee for the Services shall not exceed the amount set out in the Proposal Submission's completed "not to be exceeded" as called for in section 7.1 of the RFP in the format required in Tables 2, 3, and 4 of the RFP unless and until agreed to in writing by the Town in its sole and absolute discretion (e.g to cover Additional Expenses). This upward limit is termed "the Upward Fee Limit".
- b) Included in the "Fee" but subject to the limits and payment terms set forth in article 4, the Consultant shall be reimbursed at cost for all reasonable expenses properly incurred by them in connection with the Services and identified in the Proposal Submission, including but not limited to: vehicle use charges, traveling and living expenses, long distance telephone charges, report production costs, photography, special delivery charges, supplies and equipment, field equipment costs, laboratory costs. Computer and office charges are considered part of overhead and shall not be invoiced as disbursements.
- c) Notwithstanding Subsections (a) and (b) of this Section, the Town, at its sole discretion, may limit the amounts paid to the Consultant by the Town to the percentage equivalent to each Phase of the project complete in the reasonable opinion of the Town.
- d) The Consultant must request and receive the written approval of the Town before any Additional Services are carried out that are not included in Article 3 of this Agreement. When approving Additional Services that are not included in Article 3, the Town, at its sole discretion, may, in writing, set a limit on the total amount that may be claimed by the Consultant for the requested Additional Services.

##### **4.1.3 LUMP SUM BASIS**

- a) Fees for the scope of work covered under this Agreement will be on a Lump Sum Price Basis, inclusive of labour, disbursements and reimbursable expenses but at all times reflective of the Upward Fee Limit.

- b) Monthly progress invoices will be based on the percentage of each Phase of the project completed or milestone achieved as detailed in the RFP.
- c) If the project is abandoned or delayed for any reason beyond the Consultant's control as confirmed by the Town, acting reasonably, the Town shall pay the balance outstanding on the Fee for the Services adjusted by the percentage of each Phase of the Project then completed multiplied by the Total Fee set opposite such Phase on Schedule A plus the termination expenses reasonably incurred by the Consultant in winding down the project.

## **4.2 PAYMENT**

### **4.2.1 FEES CALCULATED MONTHLY**

The Consultant shall submit an invoice to the Town for all Services completed in the immediately preceding month.

### **4.2.3 INVOICES GENERALLY**

#### a) Requirements for a proper invoice

All invoices submitted by the Consultant to the Town under this Agreement shall contain the following information:

- (1) The Consultant's name and address;
- (2) The date of the invoice and the period during which invoiced Services were supplied;
- (3) Information identifying the Agreement under which Services were supplied;
- (4) A description of the services supplied;
- (5) The total amount payable for the services supplied, and a statement that payment is due within 30 days of receipt subject to reasonable verification;
- (6) The name, title, telephone number and mailing address of the person to whom payment is to be sent; and
- (7) The following additional information (if any):
  - i. Undertaking that Sub-Consultants are paid
  - ii. Stage of completion of each Phase of the Services
  - iii. Fees payable based on the percentage of work completed on any Phase less amounts previously accounted for in prior invoices;
  - iv. HST applicable thereto along with the Consultant's HST number;
  - v. Detail in respect of the actual time spent by the Consultant's employees, materials, equipment,
  - vi. A summary and details of the actual work of any Sub-Consultant otherwise consistent with the information noted in i) to vi) above.

#### b) Disputed invoices

If the Town intends to dispute any invoice delivered by the Consultant, in whole

15

or in part, the Town shall within 21 calendar days of receiving the invoice, deliver to the Consultant a notice of non-payment setting out the reasons for non-payment and offering to mediate the dispute if not resolved within a further 21 calendar days.

Any undisputed portion of any invoice shall remain payable upon receipt in accordance with the terms of payment set out below.

**4.2.4 TERMS OF PAYMENT**

All fees, irrespective of their basis, shall be exclusive of HST, and HST will be added to each invoice. All fees and charges will be payable in Canadian funds unless noted otherwise. Invoices will be due and payable, within 30 days of, as presented and without holdbacks, by the Town upon receipt, together with the additional information called for above.

**ARTICLE 5**

**MISCELLANEOUS**

**5.1 COMMUNICATION**

Subject to the express provisions of this Agreement, all communications provided for or permitted hereunder shall be in writing, personally delivered to an officer of the addressee or sent by registered and receipted mail, charges prepaid, or by facsimile transmission or other means of recorded telecommunication, charges prepaid, to the applicable address set forth below or to such other address as either party hereto may from time to time designate to the other in such manner.

Communications sent to the Municipality shall be addressed to:

917 Lesperance Road, Tecumseh, Ontario N8N 1W9

Communications sent to the Owner shall be addressed to:

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Any communication so personally delivered shall be deemed to have been validly and effectively given on the date of such delivery. Communications so sent by registered and receipted mail shall be deemed to have been validly and effectively given on the Business Day next following the day on which it is received, as evidenced by the postal receipt. Communications so sent by facsimile transmission or other means of recorded telecommunication shall be deemed to have been validly and effectively given on the Business Day next following the day on which it is sent. Any party may from time to time change his or its address for service on written notice to the others.

**5.2 TIME OF ESSENCE**

Time shall be of the essence of this Agreement and of every part thereof.

**5.3 WAIVER**

No waiver by any part of a breach of any of the covenants, conditions and provisions herein contained shall be effective or binding upon such party unless the same shall be expressed in writing and any waiver so expressed shall not limit or affect such party's rights with respect to any other future breach.

**5.4 FURTHER ASSURANCES**

Each of the Parties covenants and agrees that he, his heirs, executors, administrators and assigns will sign such further agreements, assurances, waivers and documents, attend

such meetings, enact such by-laws or pass such resolutions and exercise such votes and influence, do and perform or cause to be done and performed such further and other acts and things as may be necessary or desirable from time to time in order to give full effect to this Agreement and every part thereof.

**5.5 HEADINGS**

The headings of the Articles of this Agreement are inserted for convenience only and do not constitute part of this Agreement.

**5.6 SUCCESSORS AND ASSIGNS**

The covenants hereunder shall run with the land and this Agreement shall be binding upon and enure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors and assigns.

**5.7 GENDER**

All words and personal pronouns relating thereto shall be read and construed as the number and gender of the party or parties referred to in each case require and the verb shall be construed as agreeing with the required word and pronoun.

**5.8 SEVERABILITY**

If any covenant or provision contained herein is determined to be in whole or in part, invalid or unenforceable by reason of any rule of law or public policy, such invalidity or unenforceability shall not affect the validity or enforceability of any other covenant or provision contained herein and, in the case of partial invalidity or unenforceability of a covenant or provision, such partial invalidity or unenforceability shall not affect the validity or enforceability of the remainder of such covenant or provision, and such invalid or unenforceable covenant or provision or portion thereof, as the case may be, shall be severable from the remainder of this Agreement.

**5.9 ENTIRE AGREEMENT**

This Agreement expresses the final agreement among the parties hereto with respect to all matters herein and no representations, inducements, promises or agreements or otherwise among the parties not embodied herein shall be of any force and effect. This Agreement shall not be altered, amended or qualified except by a memorandum in writing, signed by all the parties hereto, and any alteration, amendment or qualification thereof shall be null and void and shall not be binding upon any such party unless made and recorded as aforesaid.

**5.10 EXECUTION IN COUNTERPARTS**

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

**5.11 JURISDICTION**

This Agreement and all other agreements, security and documents to be delivered in connection with this agreement shall be governed by and construed in accordance with the applicable laws of the Province of Ontario and of Canada.

**5.12 TRUE COPY**

All of the parties hereto acknowledge having received a true copy of this document.

**5.13 SCHEDULES**

The Schedules attached hereto form part of this agreement.

**5.14 CONTRA PROFERENTEM RULE NOT APPLICABLE**

It is agreed and acknowledged that both parties, directly or through their agents, principals, representatives and/or solicitors, have participated in the preparation and/or negotiation of the provisions of this agreement.

Should any provision of this agreement require judicial interpretation, mediation or arbitration, it is agreed that the court, mediator or arbitrator interpreting or construing the same shall not apply a presumption that the terms thereof shall be more strictly construed against one party or so as to disadvantage any party on the basis that such party and/or its solicitor or agent:

- a) Prepared this agreement or any part of it; or
- b) Seeks to rely on this agreement or any part of it."

**5.15 INDEPENDENT LEGAL ADVICE**

To the extent that the solicitors of Wolf Hooker Professional Corporation has been involved in the preparation of this agreement, such solicitors act solely as solicitors for the Town and with regard to the interests of the Town and not for any other party to this agreement. It is strongly recommended that all other parties to this agreement obtain independent legal advice prior to signing this agreement. Each such party acknowledges:

- 1. having obtained independent legal advice from his, her, or its' own solicitor with respect to the terms of this Agreement prior to its execution or having otherwise been given a reasonable opportunity to obtain such advice and declined to so;
- 2. that he or she or it understands the terms, and his or her rights and obligations, under this Agreement.

**IN WITNESS WHEREOF** the Parties hereto have hereunto set their hands and seals.

**SIGNED, SEALED AND DELIVERED    }**

in the presence of

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**THE CORPORATION OF THE  
TOWN OF TECUMSEH**

Per: \_\_\_\_\_  
XXXXX - XXXX

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

Per: \_\_\_\_\_  
XXXXX - XXXX

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

*SCHEDULE "A"*  
*REQUEST FOR PROPOSAL*

***SCHEDULE "B"***

***ADDENDA TO THE REQUEST FOR PROPOSALS (RFP)***

***SCHEDULE "C"***

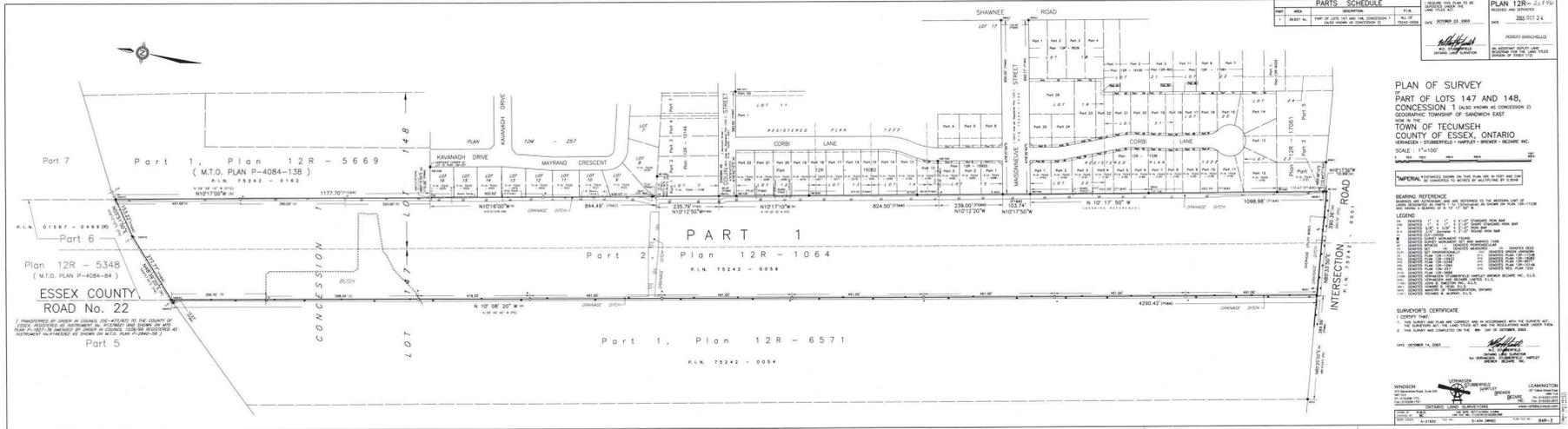
***SUPPLEMENTARY CONDITIONS TO THE STANDARD AGREEMENT***

***SCHEDULE "D"***

***PROPOSAL SUBMISSION FROM CONSULTANT***

***SCHEDULE "E"***

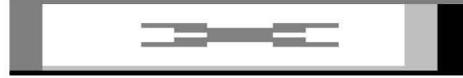
NTD: Attach Table 2,3 and Table 4 as completed by Consultant





***SCHEDULE "B"***

***ADDENDA TO THE REQUEST FOR PROPOSALS (RFP)***



## **Addendum #1**

**Bid Opportunity: 77 - RFP Consulting Services for Tecumseh Hamlet  
Secondary Plan Area - Northwest Quadrant Water & Wastewater  
Infrastructure**

**Closing Date: Thursday, March 23, 2023 2:00 PM**

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**Question 5:**

Can we have a one-week extension on the proposal submission date from March 9th to March 16th?

**Answer 5:**

Close extended to March 23, 2023, 2:00 pm. Question deadline extended to March 20, 2023, 4:30 pm.

**Question 6:**

It is requested that the proposal submission deadline be postponed to the week of March 20th and the final question period be postponed to the week of March 13th.

**Answer 6:**

Close extended to March 23, 2023, 2:00 pm. Question deadline extended to March 20, 2023, 4:30 pm.



## Addendum #2

**Bid Opportunity: 77 - RFP Consulting Services for Tecumseh Hamlet  
Secondary Plan Area - Northwest Quadrant Water & Wastewater  
Infrastructure**

**Closing Date: Thursday, March 23, 2023 2:00 PM**

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Proponents shall note that the Town of Tecumseh will **remove** the Stage 2 Archaeology work from the scope of the project in its entirety including the need to consult with indigenous communities.

The Town of Tecumseh will complete this work directly and will provide the completed report to the successful consultant.

*Instructions:*

1. Proponents shall **delete** the following bullets point from Section A – Item 1 - Request for Proposal Overview:
  - Professional services associated with Stage 2 archaeology work and indigenous consultation as required,
2. Proponents shall **delete** the following clause in its entirety: Section B – Item 12.10.
3. Proponents shall replace Table 2- Total Cost for Engineering Design with the following REVISED Table 2:

Addendum 2 : Page 1 of 2

**REVISED Table 2 – Total Cost for Engineering Design**

Phase	Engineering Design	Sub-consultant Fee	Consultant Fee	Total Fee Including disbursements (Excludes Tax)
1	Project Management	\$	\$	\$
2	Preliminary Design	\$	\$	\$
3	Property Acquisition and Landowner Consultation Assistance	Allowance		\$10,000
4	Third Party Coordination including but not limited to City of Windsor, County of Essex, Utilities.	\$	\$	\$
5	Hydro One and CP Rail Coordination	Allowance		\$15,000
6	Detailed Design	\$	\$	\$
7	Permitting and Approvals	\$	\$	\$
8	Tender Documents (Phase 1)	\$	\$	\$
9	Tender Documents (Phase 2)	\$	\$	\$
10	Topographical Survey	\$	\$	\$
11	Legal Boundary and Reference Plan	\$	\$	\$
<del>12</del>	<del>Stage 2 Archaeological Study</del>	<del>\$</del>	<del>\$</del>	<del>\$</del>
13	Geotechnical Investigation	\$	\$	\$
14	Excess Soils Management	\$	\$	\$
<b>TOTAL Fee Not to Exceed (excluding tax)</b>				<b>\$</b>

*End of Addendum 2*



## Addendum #3

**Bid Opportunity: 77 - RFP Consulting Services for Tecumseh Hamlet  
Secondary Plan Area - Northwest Quadrant Water & Wastewater  
Infrastructure**

**Closing Date: Thursday, March 23, 2023 2:00 PM**

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**Question 1:**

Does the Town have a Consolidated Linear Infrastructure ECA to be able to undertake self-review and approval for the sanitary and storm sewers, or does the consultant have to complete and submit an ECA Application?

**Answer 1:**

It is anticipated that the Town will have received the CLI ECA by Summer 2023 and that the Town will undertake a self-review.

**Question 2:**

For the recommended/selected firms to undertake the topographic survey and the geotechnical/geo-environmental (excess soils) services, will the Town retain them and pay them directly upon receipt of invoices (to be reviewed by the consultant), or does the consultant retain them and carry the costs for their services in their proposal?

**Answer 2:**

Notwithstanding Addendum No.2's removal of the requirement for an Archaeological Studies, the consultant will retain all subconsultants and carry the costs for their services within their proposal.

**Question 3:**

We have calculated a potential total excavated volume of soil to be removed from the site based on the required infrastructure to be constructed, which is quite high. Without having undertaken a geo-environmental sampling and testing program, the geotechnical firms are requesting a prescribed anticipated volume of excess soils be provided by the Municipality so that they are all basing their costs for these services on the same volume. Municipalities usually provide this information when issuing RFP's. Therefore, can an assumed volume of 30,000 cubic metres be given to the geotechnical firms for pricing, or does the Town want to assume a different volume? Either way, it is critical that this information be given to the geotechnical firms as soon as possible, but no later than Thursday March 2nd.

**Answer 3:**

The expected volume of soil is unknown and will be determined by the consultant during the design. For bidding and pricing purposes, an assumed volume of 30,000 cubic metres can be used.

**Question 4:**

Related to the above question, the majority of soils excavated will be from farmland areas and not likely to be part of "Areas of Potential Environmental Concern (APEC)," where sampling for due diligence is at a much lower frequency than 1 sample per 200 cubic metres of excess soil. Is the Town aware of this reduced sampling and does the Town have an established sampling frequency for their due diligence applications, insofar as the owner of a re-use site may insist on having more sampling done than is required under the Regulation?

**Answer 4:**

The Town of Tecumseh does not have an established sampling frequency. Instead, the Town relies upon hired professionals skilled in excess soil management to inform their decisions. Accordingly, the Town would look to the skilled professionals to inform the most economical yet proactive way forward. Sampling shall be in accordance with the excess soils regulation. Proponents shall propose the frequency of sampling included in their bid, and accompany that with a statement supporting that frequency.

**Question 5:**

Can we have a one-week extension on the proposal submission date from March 9th to March 16th?

**Answer 5:**

In accordance with Addendum No.1, the submission deadline is extended to Thursday, March 23rd, at 2pm. The deadline for question submission has been extended to Monday, March 20th, at 4:30pm.

**Question 6:**

It is requested that the proposal submission deadline be postponed to the week of March 20th and the final question period be postponed to the week of March 13th.

**Answer 6:**

In accordance with Addendum No.1, the submission deadline is extended to Thursday, March 23rd, at 2pm. The deadline for question submission has been extended to Monday, March 20th, at 4:30pm.

**Question 7:**

Will existing easement north of Intersection Road need to be revised?

**Answer 7:**

Proponents shall assume that the easement will remain as shown in the RFP document and 12R plans provided.

**Question 8:**

Is property taking along Intersection Road required?

**Answer 8:**

It is not anticipated that property acquisition along Intersection Road will be required. However, an allowance has been provided in the RFP should it be determined during detailed design that land acquisition is needed.

**Question 9:**

How many hours per working day shall be assumed for field staff during construction?

Answer 9:

Average working day of 10 hours during construction should be assumed.

**Question 10:**

Will Contract documents or other materials need to be formatted to meet AODA standards?

**Answer 10:**

AODA-compliant contract documents, including drawings and specifications, are not required to be included in the proponent's cost. If an entity comes forward and requests an accessible format, the Town will meet with the entity and determine their needs and request this additional scope from the successful proponent, if needed. The Town would cover these additional costs.

**Question 11:**

Portions of the Project Area will include Community and Industrial property use, it is our interpretation that the project would be subject to the reuse planning requirements of the regulation. As such, the project would be required to prepare an Assessment of Past Use (APU) report, rather than an Environmental Review. Can you please confirm whether the scope outlined in Section 12.9 of the RFP should be revised to include the preparation of an APU report?

**Answer 11:**

The scope outlined under Section 12.9 of the RFP shall include the preparation of an Assessment of Past Use (APU) report in lieu of the noted Environmental Review in accordance with the excess soils regulation.

**Question 12:**

Since the estimated volume of excess soils to be generated by the project is not known at this time and the findings of the Assessment of Past Use (APU) report are undetermined, it would be difficult to properly scope a soil characterization program for the project at this time. We suggest that this portion of the scope, along with subsequent excess soils related tasks, be removed from the RFP, and quoted separately after the completion of the APU report and sampling and analysis plan.

**Answer 12:**

Proponents shall review the answers to questions 3, 4, and 11 under this Addendum to further quantify the expected work. Proponents shall put forward a clearly defined scope of work upon which their quote is based that clearly identifies what is additional cost.

**Question 13:**

Trunk facilities bisect the existing woodlot. Shall environmental protection and environmental impact mitigation measures be implemented. Can the Town confirm the Natural Heritage status of this wood lot?

**Answer 13:**

The existing woodlot located in the northern portion of Phase 1 is identified as a "Natural Environment Overlay" in the Town's Official Plan (OP), which is available for review on the Town's website. The consultant is expected to provide environmental services and engineering expertise to provide for the installation of trunk infrastructure through this environmental feature.

**Question 14:**

Coordination with First Nations - Coordination is required as part of the Stage 2 Archaeological assessment. It is recommended that an allowance for consultation with First Nations be included.

**Answer 14:**

In accordance with Addendum #2, all Stage 2 Archaeological work has been removed from the scope of the project in its entirety, including the need to consult indigenous communities.

**Question 15:**

Site access to private property will be required to complete site assessments and surveys. Will the Town have working easements or agreements with property owners early in the project schedule to permit access to the site for these purposes?

**Answer 15:**

Access to the site north of Intersection Road under Phase 1 of the project is available via the easement shown on the 12R plans included in the report. The Town does not presently have easement or agreements with private landowners within the Phase 2 project area. An allowance has been provided in the RFP for property acquisition and landowner consultation assistance should it be required.

**Question 16:**

MECP Sewer Approvals - Can Town confirm if full ECA Application will be required or if Town will review as part of the Comprehensive ECA?

**Answer 16:**

It is anticipated that the Town will have received the CLI ECA by Summer 2023 and that the Town will undertake a self-review.

**Question 17:**

Per the Project Schedule listed in the RFP, Construction of Phase 2 appears to overlap Phase 1 in 2024. This could pose challenges with MOL (time and space

separation) and site access. Confirm the listed schedule timing for construction is correct.

**Answer 17:**

Table 5 in the RFP is described as a "Preliminary Schedule" and should be regarded as such. Tendering of Phase 2 is anticipated for May 2024. Construction of Phase 2 is anticipated in late Spring 2024. Adjustments to the timing of Phase 2 tendering and construction may be required depending on Phase 1 construction progress as well as easement acquisitions and CP Rail and Hydro One approvals.

**Question 18:**

Will streetlighting be mounted on the poles or are decorative street lights proposed?

Answer 18:

Decorative poles are proposed for the Intersection Road right-of-way.

**Question 19:**

Is temporary illumination required during staging to meet current Town of Tecumseh illumination criteria understanding that current existing illumination may not meet current standards?

**Answer 19:**

Existing street lighting is to be maintained as much as possible during staging and construction.

**Question 20:**

Is the required Sanitary Metering Chamber part of this scope of work including design of the SCADA metering equipment?

**Answer 20:**

In order to comply with the Wastewater Agreement between the City of Windsor and the Town, a flow measurement facility will be required on the trunk sanitary sewer prior to discharging to the outlet sewer at County Road 22. The design of the flow measurement facility, including metering equipment and all other appurtenances, shall be included in the scope of work for this RFP. All design relevant to this aspect of the project will be subject to the approval of the City of Windsor.

**Question 21:**

Confirm that no SWM design reports (water quality and/or quantity control) or SWM modeling will be required other than typical storm sewer design sizing sheets.

**Answer 21:**

No SWM design reports or modeling will be required. Storm sewer design and sizing will be required as part of Phase 1 storm sewer design work along Intersection Road.

**Question 22:**

Will an ERCA Permit be required?

**Answer 22:**

Applicants should assume that an ERCA permit will be required and the costs of preparation of the permit application should be considered in their submission.

**Question 23:**

The Proposed Implementation Plan section requests Proponent's provide a schedule listing key activities, milestones and timelines for each phase of the project.

Please confirm the GANTT chart be excluded from the 6-page limit and provided in an appendix.

**Answer 23:**

GANTT charts may be excluded from the 6-page limit.

**Question 24:**

The Proposed Implementation Plan section requests that the Proponent's provide an estimate of effort in hours for each phase of the project.

Please confirm the Time-Task Matrix can be excluded from the 6-page limit and provided in an appendix.

**Answer 24:**

Time-Task Matrix charts may be excluded from the 6-page limit.

**Question 25:**

Should the Time-Task Matrix, required as part of the Proposed Implementation Plan section, include cost information? Or just hourly estimates for all project activities?

**Answer 25:**

There is no requirement to include cost information as part of the work plan and schedule required under the Proposed Implementation Plan. Costs and rates must be provided within the Fee Tables 2,3 and 4.

**Question 26:**

Please confirm all technical and pricing information should be provided in one pdf in the documents section of the Bids and Tenders website.

**Answer 26:**

All technical and pricing information should be provided in one pdf document.

**Question 27:**

Section A – Information for Applicants

2. Closing Time and Date

Question:

1. Since there are at least 5 other RFP's issued by local municipalities on or prior to 9 March 2023, would the Town of Tecumseh consider extending the closing date one week to 16 March 2023?

Section B – Project Details

12. Description of Work

The scope identified in Clause 12.3 includes:

“coordination with the legal surveyors”

Comment:

2. Please confirm that the fees for the legal Surveyor's services shall be paid for by the Town of Tecumseh and coordination only will be required of the proponents.

**Answer 27:**

In accordance with Addendum No.1, the submission deadline is extended to Thursday, March 23rd, at 2pm. The deadline for question submission has been extended to Monday, March 20th, at 4:30pm.

Notwithstanding Addendum No.2's removal of the requirement for an Archaeological Study, the consultant will retain all subconsultants and carry the costs for their services within their proposal.



## **Addendum #4**

**Bid Opportunity: 77 - RFP Consulting Services for Tecumseh Hamlet  
Secondary Plan Area - Northwest Quadrant Water & Wastewater  
Infrastructure**

**Closing Date: Thursday, March 23, 2023 2:00 PM**

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**Question 1:**

Does the Town have a Consolidated Linear Infrastructure ECA to be able to undertake self-review and approval for the sanitary and storm sewers, or does the consultant have to complete and submit an ECA Application?

**Answer 1:**

Per Addendum 3

**Question 2:**

For the recommended/selected firms to undertake the topographic survey and the geotechnical/geo-environmental (excess soils) services, will the Town retain them and pay them directly upon receipt of invoices (to be reviewed by the consultant), or does the consultant retain them and carry the costs for their services in their proposal?

**Answer 2:**

Per Addendum 3

**Question 3:**

We have calculated a potential total excavated volume of soil to be removed from the site based on the required infrastructure to be constructed, which is quite high. Without having undertaken a geo-environmental sampling and testing program, the geotechnical firms are requesting a prescribed anticipated volume of excess soils be provided by the Municipality so that they are all basing their costs for these services on the same volume. Municipalities usually provide this information when issuing RFP's. Therefore, can an assumed volume of 30,000 cubic metres be given to the geotechnical firms for pricing, or does the Town want to assume a different volume? Either way, it is critical that this information be given to the geotechnical firms as soon as possible, but no later than Thursday March 2nd.

**Answer 3:**

Per Addendum 3

**Question 4:**

Related to the above question, the majority of soils excavated will be from farmland areas and not likely to be part of "Areas of Potential Environmental Concern (APEC)," where sampling for due diligence is at a much lower frequency than 1 sample per 200 cubic metres of excess soil. Is the Town aware of this reduced sampling and does the Town have an established sampling frequency for their due diligence applications, insofar as the owner of a re-use site may insist on having more sampling done than is required under the Regulation?

**Answer 4:**

Per Addendum 3

**Question 5:**

Can we have a one-week extension on the proposal submission date from March 9th to March 16th?

**Answer 5:**

Per Addendum 1

**Question 6:**

It is requested that the proposal submission deadline be postponed to the week of March 20th and the final question period be postponed to the week of March 13th.

**Answer 6:**

Per Addendum 1

**Question 7:**

Will existing easement north of Intersection Road need to be revised?

**Answer 7:**

Per Addendum 3

**Question 8:**

Is property taking along Intersection Road required?

**Answer 8:**

Per Addendum 3

**Question 9:**

How many hours per working day shall be assumed for field staff during construction?

**Answer 9:**

Per Addendum 3

**Question 10:**

Will Contract documents or other materials need to be formatted to meet AODA standards?

**Answer 10:**

Per Addendum 3

**Question 11:**

Portions of the Project Area will include Community and Industrial property use, it is our interpretation that the project would be subject to the reuse planning requirements of the regulation. As such, the project would be required to prepare an Assessment of Past Use (APU) report, rather than an Environmental Review. Can you please confirm whether the scope outlined in Section 12.9 of the RFP should be revised to include the preparation of an APU report?

**Answer 11:**

Per Addendum 3

**Question 12:**

Since the estimated volume of excess soils to be generated by the project is not known at this time and the findings of the Assessment of Past Use (APU) report are undetermined, it would be difficult to properly scope a soil characterization program for the project at this time. We suggest that this portion of the scope, along with subsequent excess soils related tasks, be removed from the RFP, and quoted separately after the completion of the APU report and sampling and analysis plan.

**Answer 12:**

Per Addendum 3

**Question 13:**

Trunk facilities bisect the existing woodlot. Shall environmental protection and environmental impact mitigation measures be implemented. Can the Town confirm the Natural Heritage status of this wood lot?

**Answer 13:**

Per Addendum 3

**Question 14:**

Coordination with First Nations - Coordination is required as part of the Stage 2 Archaeological assessment. It is recommended that an allowance for consultation with First Nations be included.

**Answer 14:**

Per Addendum 2

**Question 15:**

Site access to private property will be required to complete site assessments and surveys. Will the Town have working easements or agreements with property owners early in the project schedule to permit access to the site for these purposes?

**Answer 15:**

Per Addendum 3

**Question 16:**

MECP Sewer Approvals - Can Town confirm if full ECA Application will be required or if Town will review as part of the Comprehensive ECA?

**Answer 16:**

Per Addendum 3

**Question 17:**

Per the Project Schedule listed in the RFP, Construction of Phase 2 appears to overlap Phase 1 in 2024. This could pose challenges with MOL (time and space separation) and site access. Confirm the listed schedule timing for construction is correct.

**Answer 17:**

Per Addendum 3

**Question 18:**

Will streetlighting be mounted on the poles or are decorative street lights proposed?

**Answer 18:**

Per Addendum 3

**Question 19:**

Is temporary illumination required during staging to meet current Town of Tecumseh illumination criteria understanding that current existing illumination may not meet current standards?

**Answer 19:**

Per Addendum 3

**Question 20:**

Is the required Sanitary Metering Chamber part of this scope of work including design of the SCADA metering equipment?

**Answer 20:**

Per Addendum 3

**Question 21:**

Confirm that no SWM design reports (water quality and/or quantity control) or SWM modeling will be required other than typical storm sewer design sizing sheets.

**Answer 21:**

Per Addendum 3

**Question 22:**

Will an ERCA Permit be required?

**Answer 22:**

Per Addendum 3

**Question 23:**

The Proposed Implementation Plan section requests Proponent's provide a schedule listing key activities, milestones and timelines for each phase of the project.

Please confirm the GANTT chart be excluded from the 6-page limit and provided in an appendix.

**Answer 23:**

Per Addendum 3

**Question 24:**

The Proposed Implementation Plan section requests that the Proponent's provide an estimate of effort in hours for each phase of the project.

Please confirm the Time-Task Matrix can be excluded from the 6-page limit and provided in an appendix.

**Answer 24:**

Per Addendum 3

**Question 25:**

Should the Time-Task Matrix, required as part of the Proposed Implementation Plan section, include cost information? Or just hourly estimates for all project activities?

**Answer 25:**

Per Addendum 3

**Question 26:**

Please confirm all technical and pricing information should be provided in one pdf in the documents section of the Bids and Tenders website.

**Answer 26:**

Per Addendum 3

**Question 27:**

Section A – Information for Applicants

2. Closing Time and Date

Question:

1. Since there are at least 5 other RFP's issued by local municipalities on or prior to 9 March 2023, would the Town of Tecumseh consider extending the closing date one week to 16 March 2023?

Section B – Project Details

12. Description of Work

The scope identified in Clause 12.3 includes:

“coordination with the legal surveyors”

Comment:

2. Please confirm that the fees for the legal Surveyor's services shall be paid for by the Town of Tecumseh and coordination only will be required of the proponents.

**Answer 27:**

Per Addendum 3

**Question 28:**

The Bids and Tenders website is still showing the closing date as March 9, 2023. Could you kindly update the website so that Respondent's will be able to submit any additional clarification questions and their proposal in accordance with the revised dates issued in Addendum 1?

**Answer 28:**

Bids and Tenders site was updated.

**Question 29:**

Based on the "2018 Water and Wastewater Masterplan Update" the new 400mm trunk watermain will connect on the north to an existing 600mm watermain located north of County Road 22. Although the plan shown in Figure 1 of the RFP appears to show a project area extending north of County Road 22, there is no mention about the trenchless crossing of County Road 22. On the other hand, the "2018 Water and Wastewater Masterplan Update" shows the new sanitary trunk sewer will connect to the existing sewer south of County Road 22. Does the Town anticipate that the new trunk watermain will be capped south of County Road 22, and the trenchless crossing of County Road 22 and connection to the existing watermain to be done under another contract?

Can the Town please confirm where the trunk watermain will terminate under this assignment? If connecting north of County Road 22, it will have an effect on the topographic survey scope, geotechnical scope as well as other project scopes.

**Answer 29:**

Trunk watermain and sanitary sewer will terminate south of County Road 22 (EC Row Expressway). Watermain and sanitary sewer connections will take place

south of County Road 22 into existing infrastructure. No work is required across or to the north of County Road 22.

**Question 30:**

Referring to Section 7, Project Cost Quotation, Costs for Engineering Services are to be provided per Table 3 – Items 17 and 20 for materials testing during construction of Phases 1 and 2. Because of the unknown scope and variability of these items, can these be considered as allowances outside of the total project fee?

**Answer 30:**

Bidders are directed to Addendum No.3 which provides further clarification on the Town's expectations with regards to parameters that may be used to provide costs for engineering services. Proponents shall clearly indicate the scope that they are including in their bids for both items.

**Question 31:**

Are sewer videos available for the existing sewer infrastructure in the study area?

**Answer 31:**

Sewer videos for the relevant existing infrastructure will be provided to the successful proponent.

**Question 32:**

It is difficult to estimate the effort required for Activity 4: Third Party Coordination. Can an allowance be made for this item? Alternatively, can further context be provided on the role the City of Windsor, County of Essex will need to plan in the installation of this infrastructure.

**Answer 32:**

The Town will provide an allowance for Third Party Coordination (item 4 in Table 2 – Total Cost for Engineering Design). The proponents shall clearly indicate what is included in their proposal and what is considered additional based on their knowledge and expertise. The Town will take this into consideration during the evaluation. The successful proponent will be required to keep the Town

apprised of the use of the allowance with a commitment to using the allowance efficiently. Additional studies, excavations, inspections etc. beyond coordination should not be included at this time.

**Question 33:**

Can the Town clarify the potential Award Date for this work, Table 5 notes March 2023, is this still accurate given the RFP Closure Date?

**Answer 33:**

Given the extension of the RFP process, the award will be delayed beyond the original March timeline. The Town intends to award the contract as quickly as possible with an award expected before the end of April.

**Question 34:**

May the Town provide allowances for the following:

Daylighting to confirm depths and alignments of existing utilities within the Intersection Road Right-of-Way, suggested allowance of \$20,000.

Retaining the services of a steel pipe weld inspector that will be required to inspect welds of the jack and bore pipes during construction, suggested allowance of \$20,000.

If required, a hydrogeological report to identify the depth of the existing water table and recharge rates within excavations for the deep sanitary sewer and launching/receiving pits north and south of the railway. May an allowance of \$15,000 be allocated for this work?

**Answer 34:**

Proponents are directed to the answer provided to Question 32, and shall note that additional allowances and clarification has been provided under Table 2 – Total Cost for Engineering Design, which shall be used by proponents according to the instructions below:

*Instructions:*

Proponents shall replace Table 2- Total Cost for Engineering Design with the following REVISED Table 2 (2<sup>nd</sup> Revision – changes in yellow):

**REVISED FOR ADDENDUM 4 - Table 2 (Second Revision)-**

**Total Cost for Engineering Design**

Phase	Engineering Design	Sub-consultant Fee	Consultant Fee	Total Fee Including disbursements (Excludes Tax)
1	Project Management	\$	\$	\$
2	Preliminary Design	\$	\$	\$
3	Property Acquisition and Landowner Consultation Assistance	Allowance		\$10,000
4	Third Party Coordination including but not limited to City of Windsor, County of Essex, Utilities.	Allowance		\$20,000
5	Hydro One and CP Rail Coordination including Enbridge-owned plant within CP Rail ROW	Allowance		\$15,000
6	Detailed Design	\$	\$	\$
7	Permitting and Approvals	\$	\$	\$
8	Tender Documents (Phase 1)	\$	\$	\$
9	Tender Documents (Phase 2)	\$	\$	\$
10	Topographical Survey	\$	\$	\$
11	Legal Boundary and Reference Plan	\$	\$	\$
<del>12</del>	<del>Stage 2 Archaeological Study</del>	<del>\$</del>	<del>\$</del>	<del>\$</del>
13	Geotechnical Investigation	\$	\$	\$
14	Excess Soils Management	\$	\$	\$
<b>TOTAL Fee Not to Exceed (excluding tax)</b>				<b>\$</b>

**Question 35:**

There is a 16" transmission gas line owned by Enbridge located within the CPR Track Right-of-Way. Any works in the vicinity of this gas main will also need to be reviewed and coordinated with Enbridge including 3rd party inspection during construction. It is requested that this item be included in the allowance allocated for Activity 5 Hydro One and CP Rail Coordination.

**Answer 35:**

The Enbridge-owned plant coordination shall be included in (item 5 in Table 2 – Total Cost for Engineering Design). The successful proponent will be required to keep the Town apprised of the use of the allowance with a commitment to using the allowance efficiently.

**Question 36:**

Can the Town establish the limits of the legal survey?

**Answer 36:**

Proponents are to assume that the entire project area as shown and further described in the RFP will require legal survey.

**Question 37:**

For the project examples submitted as part of 'Project Teams Relevant Project Experience', can projects be ongoing?

**Answer 37:**

Proponents may reference projects that are most relevant to their submission.