



Erin Rotary Riverwalk Trail  
“Phase 1”  
Request for Proposal  
(Revised)

September 1, 2017

Closing date:

12:00 pm, September 15, 2017

Late submission will not be accepted. Lowest or any  
Proposal not necessarily accepted. .

## **INFORMATION TO PROPONENTS**

### **1. BACKGROUND INFORMATION**

#### **Background**

The Town of Erin is one of seven lower-tier municipalities in the County of Wellington. The current population of the Town of Erin is just over 12,220, with approximately 4,067 households.

#### **Information**

The Town of Erin invites Proponents to submit a detailed Proposal for the detail design and construction of a Riverwalk Trail along the Lower West Credit River in the Town of Erin.

A contract will be awarded to a single Design-Build Contractor for this project.

The Proponent(s) shall be given the applicable portions of the “Erin Rotary Riverwalk Feasibility Study” that was completed in 2016 to undertake the design components of “Phase 1”.

The successful Proponent will be under the direct supervision of the Town of Erin Economic Development Officer or designate.

The “Total Proposal Price” of this project shall not exceed \$90,000.00 Canadian.

The Town of Erin requires the project to be completed by December 15, 2017, based on a contract signing date of September 25, 2017.

### **2. DEFINITIONS**

"Clerk" means the Town Clerk of the Corporation of the Town of Erin, appointed by By-law.

"Corporate Contact" is the Town employee(s) defined as the authorized contact(s) during the Request for Proposal process.

"Design – Build Contractor" means the successful Proponent chosen to carry out the Rotary Riverwalk design and construction project in accordance with the associated contract. The Design – Build Contractor may subcontract or partner with other firms as appropriate to complete the project.

"EDO" is the Town of Erin’s Economic Development Officer.

"Project Manager" is the Town employee who will oversee the completion of the contract in accordance to this Proposal, contract and agreement. This individual will take management of the project after the contract has been successfully awarded. For

the purpose of administering the Erin Rotary Riverwalk Feasibility Study, the Project Manager is the Economic Development Officer (EDO).

"Proponent" means the individual, firm, company or corporation submitting a Proposal to the Town.

"Total Proposal Price" means an evaluation of quality and service in assessment of Proposals and the sum of all expenses, warranties, taxes, local service costs, lifecycle costs, time of completion or delivery, operating costs and any applicable disbursements that determine the lowest compliant Proposal.

"Town" means the Corporation of the Town of Erin.

"Work" means any of the following tasks, or combinations, thereof:

- a. Supply or provision of articles or materials;
- b. Supply of labour;
- c. Performance of functions and tasks;
- d. Provision of services.

### **3. REQUIREMENTS AND DELIVERABLES**

The successful Proponent will be required to enter into a contract with the Town to provide the deliverables as outlined below as a qualified Design – Build Contractor. The services must be provided in a professional and fully competent manner in accordance with the provisions of this RFP. The General Conditions section of this document provides further information detailing exact specifics of the expected work.

Generally, the services to be provided must include, but are not limited to, the following:

- a. Provide a detailed Riverwalk Trail design and construct Proposal including drawings, detailed specifications, utility locates, any necessary permits, total cost and project schedule.
- b. The project cost is to include all required engineering and technical assessments. The design and construction cost of the completed Phase 1 cannot exceed \$90,000.
- c. The design and construction costs shall include:
  - i. attractive and distinctive trail entrance
  - ii. distinctive riverside lookout platform
  - iii. trail walkways including limestone or asphalt surface options
  - iv. signage to provide information on the cultural and/or natural heritage of the area
  - v. safety barriers
  - vi. rest areas (benches)
  - vii. bicycle racks
  - viii. waste bins
  - ix. brush clearing,
  - x. landscaping
  - xi. such other elements as deemed essential to the successful completion of

the proposed project.

- d. Provide layout drawings, and detailed specifications including graphic renditions of the lookout platform, the trail entrance, trail route markers and signage, and the interpretive panels, for which the content information is to be provided by the Town of Erin.
- e. The project design is subject to review and approval by the Credit Valley Conservation Authority. Such approval must be obtained prior to submission of the detailed design package to the Town of Erin. The proposed design specifications must address the comments from Credit Valley Conservation Authority as outlined in the email from Trevor Slaght, Credit Valley Conservation Authority, to Robyn Mulder, Town of Erin, dated February 22, 2017. (Appendix C )
- f. Provide all engineering and technical assessment reports required to meet Credit Valley Conservation Authority or other regulatory approvals.
- g. The detailed design package must be approved by the Town of Erin before start of construction. The Town of Erin commits to design review and approval in an expeditious manner.
- h. Provide project design and construction schedules including design and approval milestones and estimates of the time allocated to each aspect of the Riverwalk Project with a breakdown of related time allocation. Construction of the approved design must be completed no later than November 17, 2017.
- i. Accessibility for Ontarians with Disabilities Act (AODA) requirements must be met.

### **Riverside Park Trail Section – Phase 1** (See appendix A)

#### **Entrance (southwest corner of Church Street and Main Street)**

Distinctive trail signage at the corner to indicate the start of the trail.

#### **Riverside Park Trail including Churchill Dam**

##### Includes:

- Recommended Surfaces: i.e.: Limestone screening, existing asphalt with distinctive line painting
- Distinctive Lookout Platform measuring at least sixteen feet by sixteen feet (1)
- Bike Rack (1)
- Interpretive Panels (5)
- Trail Signs (5)
- Safety Barriers
- Waste Bins
- Benches

##### **Description:**

Phase 1 of the Rotary Riverwalk Trail starts at the corner of Main Street and Church Street, proceeds along the Church Street sidewalk to Riverside Park then follows the river on Town-owned property behind the Valumart grocery store, as illustrated on the attached route map,

(Appendix A). The trail destination is the lookout platform and as such must include design elements making it an attractive and distinctive destination.

The existing Riverside Park which will function as a rest stop and secondary staging area for trail users. With a few select views of the river, this trail offers a short accessible segment for a range of user groups. A lookout deck with a focus over the river will give the trail user a close-up riverside experience.

The Churchill Bridge and Dam offer a quaint river crossing with choice views of the river in both directions. The road is a lightly travelled gravel lane at best, used as a primary access to a few residences across the river, and is essentially, a dead end. However, it will serve as a main river crossing for future phases of the Erin Rotary Riverwalk including the Credit River Circuit and the Downtown Circuit.

### **Challenges / Considerations:**

Phase 1 of the Riverside Trail represents an immediately achievable portion of a long-term plan that will, over time, result in an extensive Riverwalk Trail system with trail loops in Erin Village and Hillsburgh that will integrate with the Elora-Cataract Trail. The intent of the Phase 1 Trail section is to demonstrate possibilities and generate public enthusiasm to support the full Riverwalk Trail System.

The Riverside Park Trail adjacency to the grocery store parking and service yard poses safety concerns for the trail users and vehicular traffic. Safety barriers and high contrast road markings for the trail will be an important design consideration. The riverside along this edge will require remediation in terms of debris clean up, tree pruning and view expansion. Note should be made of the environmental sensitivity of the river bank and the requirement to satisfy requirements of the Credit Valley Conservation Authority.

The Churchill Dam safety and directional signs along with interpretive panels highlighting the dam as an important cultural asset are recommended.

Portions of the trail loop will make use of existing sidewalks and road surfaces. These sections must be distinguishable as part of the Riverside Trail through signage and other visual cues.

## **4. ABILITY AND EXPERIENCE OF PROPONENT**

Proponents must submit satisfactory evidence that they have the ability and experience for this type of work and that they have the necessary qualifications to enable them to proceed and complete the work in a satisfactory manner. This evidence must be provided within the Proponent's submitted Proposal documents.

Minimum eligibility requirements include:

- a) Extensive experience with trail development projects of a similar nature.
- b) Pertinent knowledge and familiarity with development of landscape and trail design renderings.
- c) Professional qualifications for geotechnical and structural design of trail features.
- d) Evidence of completion of other like trail development projects.

- e) The Town of Erin may investigate as it deems necessary to determine the ability of the Proponent to perform the work and the Proponent shall furnish to the Town all such information and data for this purpose as the Town may request.

## **5. RFP CLOSING DATE AND TIME**

Proposals, contained in a sealed envelope with the provided envelope cover (Appendix B) firmly affixed, will be received by:

Robyn Mulder, Economic Development Officer  
Town of Erin Municipal Office  
5684 Trafalgar Road  
Hillsburgh ON N0B 1Z0

until:

12:00 pm (local time), Friday, September 15, 2017.

### **Proposals will not be opened in public.**

Proposals must be received at the address noted above no later than the specified closing time. Proposals received after said closing time will not be accepted or considered.

## **6. METHOD OF SUBMISSION**

Proposals must be submitted in a sealed envelope by way of hand delivery, courier service, or mail prior to the RFP closing time.

Delivery of Proposal through a third party mail courier service shall be at the risk of the Proponent and must be arranged in due time for the Proposal to arrive at the specified location before the RFP closing time. Failure of a third party courier service to submit the Proposal prior to the RFP closing time will result in the disqualification of the Proposal, and will be at no fault of the municipality.

Proposals sent by email or facsimile will not be accepted.

## **7. SUBMISSION ENVELOPE**

The Proposal must be supplied in a sealed envelope with the envelope cover supplied in Appendix B of this document. The envelope cover must be affixed to the Proponent's envelope without any extra exterior covering. Failure to affix the envelope cover to the submission envelope may result in disqualification of the Proposal.

## **8. PROPOSAL SUBMISSION REQUIREMENTS**

Proposals shall be prepared and submitted in accordance with the outline set and specified in this document. The Proposal submissions should include, but not

necessarily be limited to, the following minimum requirements:

- a) Acknowledgement of the scope, requirements and deliverables.
- b) A brief but clear description of the Proponent's project with a clear statement of work responsibilities, methodology, response mandates, equipment, and reporting formats.
- c) List of key personnel including experience, involvement in similar projects, certifications and licenses.
- d) Detailed Proposal fees for the completion of the project. HST is to be identified as an extra item. The Proposal fee shall be a firm price (upset limit) to complete the project that includes all costs for disbursements, travel, permits, licenses, accommodation, overhead, payroll and benefits, etc.
- e) The Proposal document shall be bound and contained in a sealed envelope bearing Appendix B – Envelope Cover.
- f) The Proposal document shall include the following mandatory minimum requirements:
  - i. Name of company, company address and contact information for company representative
  - ii. Proponent's Proposal, which shall include respond to identified deliverables and all submission requirements
  - iii. Three (3) Client References
  - iv. Proponent's Qualifications and Experience
  - v. Acknowledgement of Proposal Documents Received by Bidder and Addenda

## **9. CORPORATE CONTACT AND COMMUNICATIONS**

Questions related to the specifications or the intent of the proposed work is to be directed to:

Robyn Mulder, EDO  
Town of Erin  
5684 Trafalgar Road  
Hillsburgh, ON N0B 1Z0

Contact with Town of Erin officials or staff other than the staff member named is not permitted and will be considered grounds for disqualification in the bidding and selection process. No verbal instructions or verbal information to Proponents will be binding on the Town.

For the purposes of this contract, the Project Manager for the Town of Erin will be the Economic Development Officer (EDO).

## **10. BID BOND**

This RFP does not require the submission of a bid bond.

## **11. PERFORMANCE BOND AND LABOUR AND MATERIAL PAYMENT BOND**

This RFP does not require the submission of a Performance Bond or a Labour and Material Payment Bond.

## **12. INSURANCE**

Upon award of the contract and prior to commencement of work, the Proponent shall furnish the Economic Development Officer with a satisfactory Certificate of Insurance (COI) containing the information below, for the period of the execution of the work:

- a) A Commercial General Liability (CGL) policy that shall be not less than \$5,000,000 per occurrence.
- b) The CGL policy shall include bodily injury including death, personal injury, property damage, tenants' legal liability, non-owned automobile and contain a cross liability/severability of interest clause. The certificate must also include acknowledgement that coverage under the policy specifically extends to the works in question. The COI shall name the Town of Erin as additional insured to the policy.
- c) The liability insurance shall be endorsed to provide that the policy shall not be altered, cancelled or allowed to lapse without 30 days prior written notice to the Town of Erin.
- d) Automobile Liability Policy that shall not be less than \$2,000,000 covering the equipment to be used by the Contractor in the performance of the work. The coverage shall not allow subrogation by the insurer against the Town of Erin.

## **13. PROPOSAL VALIDITY PERIOD**

Proposals shall remain valid and open for acceptance for a period of 60 days from the Proposal closing date. Proponents shall ensure that sub-trade and supply quotations are valid for a sufficient length of time to accommodate the noted validity period.

## **14. SUBMISSION CONFIDENTIALITY**

All Proposals submitted to the Town will be considered confidential, conditional to the Municipal Freedom of Information and Protection of Privacy Act. All pricing information regarding content of Proposals will remain confidential as the Town reserves the right to negotiate with Proponents.

At no time will Proponents divulge any confidential information provided to or acquired by the Proponent or disclosed by the Town throughout the course of the intended project.

The successful Proponent acknowledges that information of any kind provided throughout the course of the intended project is the exclusive property of the Town and shall not be disclosed or released to any person or organization without written authorization from the Town having been previously provided.



## **15. INFORMAL OR UNBALANCED PROPOSALS**

Proposal documents must be legible. All entries in the Form of Proposal shall be made in ink or by typewriter. Entries or changes made in pencil shall be subject to automatic rejection, unless otherwise decided by the Town.

Alterations of any kind must be clearly made and initialed by the Proponent, or the Proposal may be subject to automatic rejection.

Proposals containing a project period or schedule adverse to the objectives of the Town's interests may be rejected.

Proposals containing prices so unbalanced as to adversely affect the interests of the Town may be subject to rejection.

If an error has been made transposing an amount from one part of the Proposal to another, the amount shown before transfer shall, subject to any corrections as previously noted, be taken to be correct and the amount shown after the transfer and the Total Proposal Price shall be corrected accordingly.

If an omission has occurred wherein an item of work has not been provided a price, unless otherwise stated in his Proposal, the item will be deemed to have been allocated elsewhere in the Proposal and, unless otherwise directed by the Town, no increase shall be made in the Total Proposal Price because of said omission.

The Town may wave formalities at its discretion, provided the Town's Procurement By-law has been adhered to.

## **16. CORPORATE SEAL**

The Town reserves the right to request proof of legal authority to bind the company at its discretion.

## **17. WORKPLACE SAFETY AND INSURANCE BOARD PAYMENTS**

The Proponent shall provide a Clearance Certificate or make a statutory declaration that all assessments and all compensation payable to the Workplace Safety and Insurance Board (WSIB) have been paid prior to commencing any work.

## **18. RESERVATION OF RIGHT**

Proponents will not have the right to change conditions, terms or prices of the Proposal once the Proposal has been submitted in writing to the Town. Proposals may be withdrawn in accordance to Section 25 – Withdrawal or Qualifying of Proposals contained in this document.

## **19. ADDENDA**

Proponents may be notified during the Proposal period of required additions to, deletions from, or alterations in the requirements of the Proposal documents.

Any addenda issued after the posting of this RFP will be emailed and faxed to each Proponent up to 48 hours prior to the RFP closing time. It is the sole responsibility of Proponents to review and respond to addenda issued following the issuance of this request for Proposal in their submissions.

If addenda are issued within 48 hours of closing this request for Proposal, the closing date of this request for Proposal will be adjusted accordingly.

Addenda must be acknowledged and provided with the Proposal. Failure to acknowledge addendums may result in the rejection of the Proposal.

## **20. HARMONIZED SALES TAX (HST)**

HST is not to be included in unit pricing, lump sum pricing or Total Proposal Price. HST shall be shown separately. HST will be added as extra to any payments or progress payment for work completed, with HST calculated at 13%, or such other rate as determined by Revenue Canada Agency.

## **21. PRICING TO REMAIN FIRM**

Pricing provided under this Request for Proposal shall remain firm for a period of sixty (60) days from the date of closing this Request for Proposal.

## **22. COSTS INCURRED BY PROPONENTS**

Expenses incurred by Proponents for the preparation and submission of Proposals to the Town, or any work done in correlation thereof, shall be borne by the Proponent.

No payment will be provided for any Proposals submitted or for any other effort made by the Proponent prior to the commencement of the services as defined and approved by the Town.

## **23. PROPOSAL FEE**

The Proposal Fee shall be a firm price (upset limit) and include all payroll costs, benefits, overhead and profit. All costs for printing, telephone and facsimile charges, and travel shall be included.

## **24. PAYMENT OF FEES**

The Town will pay the Proponent its fees based on the completion of work as defined within the Proponent's Proposal, and in accordance to Section 23 – Proposal Fee, as contained in this document.

A major milestone in the project execution will be receipt of all regulatory approvals and permits and Town of Erin approval of the detailed design package in accordance with

Paragraph 3 g). Upon completion of this milestone a progress payment comprising 20% of the total project cost will be made to the Design – Build Contractor. No further payments will be made until this milestone has been achieved.

## **25. WITHDRAWAL OR QUALIFYING OF PROPOSALS**

A Proponent who has already submitted a Proposal may submit a further Proposal at any time up to the official closing time. The last Proposal received shall supersede and invalidate all Proposals previously submitted by the Proponent for this contract.

A Proponent may withdraw his/her Proposal at any time up to the official closing time by presenting a letter with his signature and corporate seal. Said letter must be received at the RFP closing location in sufficient time to be marked with the time and date of receipt, and for the RFP contact to note the withdrawal of the Proposal prior to the official closing time.

When a request to withdrawal a Proposal has been received prior to the closing time, and it has been verified to be signed and sealed by the corporation, the unopened submission envelope will be returned to the Proponent.

No telegrams, facsimiles, or telephone calls will be considered for official withdrawal of a Proposal.

## **26. ABILITY AND EXPERIENCE OF PROPONENT**

The successful Proponent must submit satisfactory evidence that they have the ability and experience for this type of work and that they have the necessary plant and capital to enable them to proceed and complete the work in a satisfactory manner. This evidence must be provided on the submitted form of Proposal.

The Town of Erin may investigate as it deems necessary to determine the ability of the Proponent to perform the work and the Proponent shall furnish the Town of Erin all such information and data for this purpose as the Town of Erin may request. The Town of Erin reserves the right to reject any Proposal if the evidence submitted by or investigation of such Proponent fails to satisfy the Town of Erin that the Proponent is qualified to carry out the obligations of the contract.

## **27. PRIVILEGE CLAUSE**

The lowest or any Proposal may not necessarily be accepted. The Corporation of the Town of Erin reserves the right to delete any part, or parts from the Proposal without stating reasons therefore. In the event of any deletion, it is agreed that the Proponent will have no claim for loss of potential profit or overhead costs.

## **28. RECORD AND REPUTATION**

Without limitation to any other privilege of the Town, and notwithstanding whether a submitted Proposal otherwise satisfies the requirements of the RFP or not, the Town may instantly reject any Proposal from a Proponent where in the opinion of Council, the

affiliation between the Town and said Proponent has been damaged by prior or current acts or omission of said Proponent, including but not limited to:

- a) Litigation with the Town
- b) The failure of the Proponent to pay, in full, any outstanding payments, interests, and costs owing to the Town after the Town has requested payment of same
- c) The refusal of the Proponent to enter into the contract with the Town after the Proponent's Proposal has been accepted by the Town
- d) The refusal of the Proponent to perform or complete performance of a contract with the Town at any time after the Proponent has been awarded the contract by the Town
- e) The refusal of the Proponent to follow logical directions of the Town or to alleviate a default under any contract with the Town when required by the Town or the Town's representative

## **29. EVALUATION OF PROPOSAL**

Past performance by the Proponent for similar projects undertaken within the Town of Erin may be taken into consideration of the Town's selection of a successful Proponent.

Criteria for evaluating the Proposals will include, not necessarily in the order listed:

- Cost,
- Ability to Meet Schedule,
- Project Management Plan,
- Demonstrated Successful Experience,
- Technical Approach and Understanding,
- Key Personnel Capabilities
- other criteria as appropriate.

The Town of Erin is responsible for evaluating the submissions. Town of Erin Council will make the final decision in selecting the final Proponent.

## **30. REVIEWS AND NEGOTIATIONS OF PROPOSALS**

The Town may discuss with a Proponent for the purpose of clarification of their Proposals to assure full understanding of the RFP requirements.

All Proposals will be evaluated using the criteria noted unless the Proposal does not meet the minimum requirements of the RFP and are therefore not selected for consideration. When the initial Proposal submissions have been reviewed, a

recommendation will be made to award the Proposal to a specific Proponent if clear-cut superiority of an offer is obvious.

All information will be kept secure until after an award recommendation has been made. All conversations and negotiations must be coordinated by the corporate contact assigned to this RFP.

### **31. PROPOSAL ACCEPTANCE OR REJECTION**

It is understood that the Corporation of the Town of Erin is not bound to accept the lowest, or any bid submission.

A report will be prepared by the corporate contact (or designate) recommending the award of contract to the most suitable and appropriate Proponent.

The Town is not responsible for any liabilities, expenses, loss or damage to the Proponent subsequent to or by reason of the acceptance or non-acceptance by the Town of any Proposal or by reason of any delay in the acceptance of a Proposal. Proposals are subject to a formal contract being prepared and executed.

### **32. RFP RESULTS**

The report recommending an award of contract shall be a matter of public record. The results of the RFP, when requested, may be made public by the Town, and may contain the total Proposal price.

The name of the successful Proponent and the contract price shall be deemed public information following the award of contract, however, unit prices contained in the form of Proposal will not be released.

Unsuccessful Proponents may request information regarding their Proposal evaluation from the corporate contact.

### **33. AGREEMENT**

The successful Proponent will be required to enter into an agreement with the Town. The agreement found in the form bound herein will be executed in quadruplicate by the Town and will be provided to the Proponent in the executed contract.

If a mathematical error has been found in the Proponent's submission and has been properly corrected and initialed by the Proponent, the price stipulated in the agreement will be the corrected price.

### **34. CONTRACT EXECUTION**

The successful Proponent will be notified by the Town that their Proposal has been accepted and an official award of contract letter will be provided.

The successful Proponent will be given no more than fourteen days from the signing of the contract documents to provide the necessary guarantees, insurance, etc. Failure

to execute the contract documents, and failure to provide the required guarantees, insurance, etc. within the specified time may result in forfeiture of the Proposal deposit (if applicable). No work shall commence on the project until the documents have been executed by the Proponent and the insurance and guarantees have been received.

There shall be no variation or substitution from this RFP unless approved in writing by the Town. Receipt of materials, equipment, work or service will not waive any of the requirements of the contract.

The Town reserves the right to cancel the Erin Rotary Riverwalk Trail Phase 1 project should the Town not approve sufficient funds to complete the work as acquired, with no financial liability to the Town.

Cancellation of contracted services rendered by the Town or the Owner shall be provided with no less than 30 days' notice in writing.

Failure to deliver or complete the terms of the contract outside of the stipulated project schedule shall entitle the Town to cancel the contract without being liable for any costs, fees, or charges of any kind. In the event of labour or supplier strikes, or unexpected events that cease work, the Town reserves the right to suspend this contract.

### **35. PROPONENT DECLARATION**

The Proponent, by submission of a Proposal, declares that:

- a) The Proponent has carefully reviewed the requirements and guidelines set out in this RFP document and attests that all representations of the Proponent contained in their Proposal submission are true and factual.
- b) No one other than the Proponent has any interest in this RFP or in the assignment of the pending contract from this RFP.
- c) No member of Council or employee of the Town has any direct or indirect pecuniary interest in this Proposal.
- d) The Proponent(s) and their heirs, administrators, successor, executor and assigns are to forfeit all claims against the Town under the contract. This includes claims for all work done and/or supplies and/or service provided under the contract should it seem that a member of Council or a Town employee has been furnished with a direct or indirect financial benefit.

### **36. CONFLICT OF INTEREST**

Proponents participating in this RFP process shall disclose, prior to entering into an agreement, any potential direct or indirect conflict of interest. If such a conflict exists, the Town of Erin may, at its discretion, withhold the award of a contract to the Proponent until the matter is resolved. If the conflict is deemed to remain unresolved, and the Town deems it necessary, the Town reserves the right to withhold the award of contract to the Proponent altogether and provide the contract to the next qualified Proponent.

### **37. SUBCONTRACTORS OR SUPPLIERS**

If the Proponent proposes to use any product or services from another firm or subcontractor for any part of the work, other than those listed in the Form of Proposal, the Proponent must request approval in writing from the Corporate Contact. The Town of Erin reserves the right at any time to object or refuse to accept any subcontractor, firm or supplier for inclusion in the work and shall not be required to give a reason for such objection or refusal.

No substitute for any firm, subcontractor or supplier shall be allowed without written consent from the Corporate Contact. Nothing contained in the contract documents shall create any contractual relationship between any subcontractor, firm or supplier and the Owner. Should the Proponent request to change any subcontractor, firm or supplier, the Town of Erin will not be responsible for any additional costs incurred by the Proponent as a result of this request.

### **38. PROPONENT'S LIABILITY**

The successful Proponent, his agents, employees, or persons under his control including sub-contractors, shall use due care that no person or property is injured and that no rights are infringed in the prosecution of the work. The Proponent shall be solely responsible for all damages, by whomsoever claimable, in respect to any injury to persons or property of whatever description and in respect of any infringement of any right, privilege or easement whatever, occasioned in the carry-on of the work, or by any neglect on the Contractor's part.

### **39. INDEMNIFICATION**

The bidder will indemnify and save harmless the Town, its officers, partners, agents, employees and Council members from and against all claims, demands, losses, damages, costs, expenses, actions and suits that may arise, directly or indirectly from its performance of the contract or by reason of any matter or thing done, permitted or omitted to be done by the bidder, its sub-bidders or their agents or employees with respect to the contract.

### **40. ERRORS AND OMISSIONS**

The Town shall not be held liable for any errors or omissions contained in any part of this RFP. The Town has put forth significant effort to ensure accurate data in this RFP. The information contained in this RFP is supplied exclusively as parameters for Proponents. The information contained in the RFP documents is not guaranteed or warranted to be accurate, nor is it necessarily comprehensive. No information provided in the RFP is intended to relieve the Proponent from forming their own conclusions with respect to the matters contained therein.

### **41. OCCUPATIONAL HEALTH AND SAFETY ACT**

The Proponent shall comply with all requirements of the Occupational Health and Safety Act, 1990 and Regulation for Construction Projects and Amendments, as administered

by the Ontario Ministry of Labour and all subsequent amendment of said Act. In the event that the Proponent fails to comply with the requirements of the above mentioned Act, the Town may suspend the continuation of the work forthwith and the suspension will remain in effect until the Proponent has taken whatever remedies are necessary to comply with said act. Suspension of the work by the Town on account of the provisions of this clause, shall not allow the Proponent an extension of the time of completion and the Proponent may be liable for liquidated damages to the Town.

#### **42. PROCUREMENT POLICY BY-LAW / GOVERNING LAW**

Proposals will be called, received, evaluated, accepted and processed in accordance with the Town's Procurement By-law. By submitting a Proposal for this Project, the Proponent agrees to be bound by the terms and conditions of such Policy and any amendments thereto, as fully as if it were incorporated herein.

Any Contract resulting from this Request for Proposal shall be governed by and interpreted in accordance with the laws of the Province of Ontario.

#### **43. FREEDOM OF INFORMATION ACT**

The bidder hereby consents to disclosure of its information contained in this Proposal submission, pursuant to The Municipal Freedom of Information and Protection of Privacy Act, R.S.O, 1990, C.M. 56.

#### **44. ACCESSIBILITY FOR ONTARIANS WITH DISABILITIES ACT (AODA)**

The Proponent shall ensure that all its employees, agents, volunteers, or others for whom the Proponent is legally responsible receive training regarding the provision of the goods and services contemplated herein to persons with disabilities in accordance with Section 6 of Ontario Regulation 429/07 (the "Regulation") made under the Accessibility for Ontarians with Disabilities Act, 2005, as amended (the "Act"). The Proponent shall also maintain a record of all training provided to the Proponent's personnel on the Town's accessible customer service standards as required under this section.



**Appendix B—Mandatory Envelope Cover**

**Erin Rotary Riverwalk Trail  
Request for Proposal  
(RFP)**

**Please Submit to:**

**Economic Development Department  
Corporation of the Town of Erin  
5684 Trafalgar Rd.  
Hillsburgh ON NOB 1Z0**

**Closing Date:  
Friday, September 15, 2017 at 12:00 PM (local time)**

<b>RFP Rec'd From:</b>
<b>Company:</b>
<b>Address:</b>
<b>City:</b>
<b>Contact Telephone:</b>
<b>Authorized Signature:</b>