



Township of Hornepayne  
Request for Proposal (RFP)

Engineering Services  
Baseball Field  
1 Tower Road

RFP No. 2023-11-30

Closing: December 15, 2023

# Synopsis

**Engineering Services  
Baseball Field  
1 Tower Road  
RFP No. 2023-11-30**

The Township of Hornepayne, the geographical Centre of Ontario, is located in the District of Algoma on Highway 631, approximately 485 km NNE of Thunder Bay, 400 km north of Sault Ste. Marie and 400 km NNW of Timmins.

The Township of Hornepayne is soliciting proposals from qualified Proponents for the provision of engineering services for the **Baseball Field** project. Engineering services under this project shall include:

- Project Management and project reporting
- Detailed design (including surface and sub-surface drainage)
- Construction services

Services shall be provided in accordance with applicable standards and regulations.

Proposals marked “**RFP No. 2023-11-30**” in the subject line may be electronically submitted to:

[cao@hornepayne.ca](mailto:cao@hornepayne.ca)

and must be received no later than:

**Friday, December 15, 2023 at 2:00 P.M. (local time)**

Proposals will be opened in accordance with the Municipality’s Procurement By-Law.

Documents relating to this Request for Proposal are available at the above address or at: <https://www.townshipofhornepayne.ca/our-government/tenders-and-requests-for-proposals/>

Questions regarding this proposal must be directed, in writing, to the Public Works Manager at [pwmanager@hornepayne.ca](mailto:pwmanager@hornepayne.ca). Include “**RFP No. 2023-11-30 Baseball Field**” in the email subject line.

The lowest or any proposal will not necessarily be accepted. The Township reserves the right to reject any or all proposals, to waive irregularities and informalities therein, and to award the Contract in the best interest of the Township in its sole and unfettered discretion. The accepted proposal must be approved by Council.

# 1 General Information and Instructions

## 1.1 Definitions & Interpretation

In this Request for Proposal, unless expressly provided otherwise, the following definitions shall apply:

**“Addendum”** and **“Addenda”** means a written addendum or addenda issued with respect to this RFP;

**“Closing or Closing Date”** means the deadline by which to submit Proposals for this RFP as set out in the RFP, as may be amended by Addendum or other written notice of the Township;

**“Contract”** means the Contract arising upon the acceptance of a Proposal and award of the Contract by the Township in accordance with the RFP, irrespective of when notice of acceptance of a Proposal is received by a Successful Proponent;

**“Evaluation Team”** means a team consisting of members of Township staff and, where considered appropriate by the Township in the exercise of absolute discretion, Independent Consultants, who will perform the evaluation of each of the Proposals and make such reports and recommendations to the award of this RFP as they consider appropriate;

**“Goods”** means any item of tangible personal property or computer software, and includes:

- (i) deeds and instruments relating to or evidencing the title or right to such personal property, or a right to recover or receive such property;
- (ii) tickets or like evidence of right to be in attendance at a particular place at a particular time or times or of a right to transportation;
- (iii) energy, however generated; and
- (iv) items of tangible personal property that are intended for installation as a fixture or otherwise for incorporation into land, a building or structure, or that are ornamental or industrial trees or grass sod, seed or fertilizer;

**“Independent Consultant”** means any consultant, other than the Successful Proponent, retained by the Township to advise or perform services on the behalf of the Township with respect to the Work;

**“Law”** means all statutes, laws, by-laws, regulations, requirements, ordinances, notices, rulings, orders, directives, policies and controls of the municipal, provincial, and federal governments and any other lawful authority and all court orders, judgments and declarations of a court of competent jurisdiction;

**“Municipality”** means the Township of Hornepayne and includes its designated employees, officials and agents;

**“Project Manager”** means the person designated under the successful award of this RFP who will manage the delivery and performance of the Work to which this Contract relates and to oversee the Township’s obligations under this RFP;

**“Proponent”** means any person submitting a Proposal in response to this RFP;

**“Proposal”** means a Proposal made by a Proponent in response to this RFP;

**“Services”** means a service of any description required in order to complete the Work, whether commercial, industrial, trade, or otherwise, and includes all professional, technical and artistic services, and the transporting, acquiring, supplying, storing and otherwise dealing in Goods;

**“Sub-Contractor”** is a person or entity having a direct Contract with the Successful Proponent to perform a part or parts of the Services or to supply Goods or Services with respect to the Work, upon the prior approval of the Township;

**“Successful Proponent”** means the Proponent whose Proposal is selected and is awarded the Contract for this RFP by the Township;

**“Total Contract Price”** means the fully inclusive, all-in total Contract price, constituting the sum of all costs quoted by a Proponent in its Proposal with respect to the Work,

- (i) including the purchase price for all materials, labour costs, service costs, costs for temporary structures and facilities, utility costs, warranty costs, life cycle costs, operating and disposal costs; but
- (ii) excluding any options or alternatives requested in the Contract Documents that the Township elects not to purchase; and
- (iii) excluding Harmonized Sales Tax (HST) or other applicable sales taxes, imposed under the Laws of Ontario and the Laws of Canada applicable therein.

**“Township”** means the Township of Hornepayne and includes its designated employees, officials and agents;

**“Work”** means everything to be done, supplied or provided by the Successful Proponent under the Contract as applicable.

## 1.2 Availability of Document

Documents relating to this Request for Proposal are available at the Hornepayne Municipal Office, 68 Front Street, Hornepayne, ON, P0M 1Z0 or at:

<https://www.townshipofhornepayne.ca/our-government/tenders-and-requests-for-proposals/>

## 1.3 Proponents to Investigate

Proponents submitting proposals shall satisfy themselves by personal examination of the site and, by such means, as they prefer, as to the actual conditions and requirements of the Work.

Proponents are encouraged to attend the recommended site visit however it is not mandatory. Attendance does not need to be confirmed in advance.

Proponents shall not rely solely on information provided by the Township but shall satisfy themselves as to the accuracy of the information and accept full responsibility for design of the works.

No allowance shall be subsequently given by the Township for, or by, reason of any error or omission on the part of any Proponent or Sub-contractor with respect to site inspection.

The Township shall not be liable for any costs associated with any site inspection.

It is the Proponent's responsibility to become familiar with and comply with the Township's Procurement By-Law:

<https://www.townshipofhornepayne.ca/media/2jqoiufr/procurement-by-law-no-1636.pdf>

## 1.4 Inquiries and Addenda

Questions regarding this proposal must be directed, in writing, to the Public Works Manager at [pwmanager@hornepayne.ca](mailto:pwmanager@hornepayne.ca) by **December 7, 2023 by 2 pm**. Please include "**RFP No. 2023-11-30 Baseball Field**" in the subject line of the email.

During the Request for Proposals period, Proponents may be advised by Addenda of required additions to, deletions from, or alterations in the Terms of Reference Documents, including any change to the proposed Closing date and/or time (as applicable). All such changes shall become an integral part of the Terms of Reference Documents and shall be allowed for in arriving at the Total Contract Price.

It is the sole responsibility of all Proponents to check the municipal website and ensure that it has received any and all Addenda issued by the Township. **All Addenda received during the request for proposals period shall be acknowledged in the Form of Proposal.**

## 1.5 The Township of Hornepayne's Rights in Respect of the RFP

All proposals provided, and all entries, shall be in ink or typewritten. Proposals which are incomplete, conditional, or obscure or which contain additions not called for, erasures, alterations, or irregularities of any kind, or in which any of the prices are obviously unbalanced, may be rejected as informal.

The lowest or any proposal will not necessarily be accepted. The Township reserves the right to reject any or all proposals, to waive irregularities and informalities therein, and to award the Contract in the best interest of the Township in its sole and unfettered discretion. The accepted proposal must be approved by Council.

The Township reserves the right to;

- (i) Contact a Proponent for clarification of any portion of the Proponent's proposal;
- (ii) Disqualify proposals not submitted in strict accordance with the terms and conditions of the Terms of Reference;
- (iii) Cancel the RFP, at any time, without liability whatsoever to any Proponent;
- (iv) Reject any or all of the Proposals;
- (v) Accept any or all of the Proposals;
- (vi) If only one Proposal is received, elect to accept or reject it;
- (vii) Not accept the lowest fixed fee amount;

- (viii) Alter the schedule; RFP process, procedures or objective of the project or any other aspect of the RFP, as it may determine, in its sole and absolute discretion; or
- (ix) Negotiate with one or more Proponents to reach a final agreement for the services.

This RFP does not constitute an offer of any nature or kind whatsoever by the Township to the Proponent. The Township does not bind itself to accept any Proposals and may proceed as it determines, in its sole discretion, following receipt of the Proposals. The Township reserves the right to accept any proposal in whole or in part or to discuss with any Proponent, different or additional terms to those envisaged in this RFP or in such Proponent's proposal.

This RFP and/or the Proposal in response to the RFP will not constitute a binding Contract but will only form the basis for the finalization of the terms upon which the Township and the chosen Proponent will enter into a Contract (the "Contract") and does not mean that the Proposal is necessarily totally acceptable in the form submitted.

## **1.6 Limitations**

The Township shall not be bound by any oral representation or communication whatsoever, including but not limited to any instruction, amendment or clarification of these Instructions to Proponents or any of the Contract Documents, or any information, advice, inference or suggestion, from any person (including but not limited to an elected official, employee, agent, Independent Consultant or representative of the Township) concerning a Proponent's submissions, the RFP, the Contract Documents, the proposed Contract or any other matter concerning the RFP or Work.

In addition, the Township shall not be bound by any written representation whatsoever concerning a Proponent's submissions, the RFP, the Contract Documents, or any other matter concerning the RFP or Work, unless executed by the person designated and authorized in accordance with the Contract Documents or in accordance with a direction or authorization of Municipal Council.

## **1.7 Negotiations**

The Township may award the Contract on the basis of initial offers received, without discussion. Therefore, each initial offer shall contain the Proponent's best terms/information, including all required documentation as listed.

The Township reserves the right to enter into negotiations with the selected Proponent. If the Township and the selected Proponent cannot negotiate a successful Contract, the Township may terminate the negotiations and begin negotiations with the next selected Proponent. This process will continue until a Contract has been executed or all Proponents have been rejected. No Proponent shall have any rights against the Township arising from negotiations.

## **1.8 Errors and Omission**

It is understood and acknowledged that while the RFP includes specific requirements, a complete review is required. Minor items not herein specified but obviously required shall be provided as if specified. The Proponents shall satisfy themselves fully as to the extent of the work required and shall provide all services required to complete the intent of the project. Any

misinterpretation of requirements within this RFP shall not relieve the bidder of the responsibility of providing the services.

The Proponent shall examine the Terms of Reference Documents as soon as possible. Any errors, omissions or conflicts discovered shall be reported to the Public Works Manager immediately.

Verbal instruction and/or communications will not be accepted. Refer to section 1.4 *Inquiries and Addenda*.

## **1.9 Conflict Resolution**

In the event of conflict between any of the provisions of the Contract Documents, the provision most favourable to the Township, in the Township's determination, shall prevail and apply.

## **1.10 Proposal Withdrawal and Award**

Proponents may notify the CAO/Clerk via email if they wish to amend or withdraw their proposal prior to Closing. Request to amend or withdraw a proposal will be officially acknowledged via email by CAO/Clerk. The last proposal received shall invalidate all previous proposals received from the same Proponent.

No Contract will be awarded until after the proposal has been approved by Council.

Council reserves the right to:

- (i) reject any recommendation;
- (ii) reject any or all Proposals;
- (iii) accept any Proposal deemed to be in the best interest of the Township; or
- (iv) disqualify Proposals not submitted in strict accordance with requirements of the Terms of Reference documents.

Exception may be made to any Contract, which is funded by a Ministry of the Province of Ontario on behalf of the Corporation. However, any final decision for awarding of a Contract is subject to the concurrence of Council.

Proponents are informed that it is a condition of the Terms of Reference Documents that each Proposal shall remain in force from the Closing Date of the Request for Proposal until sixty (60) calendar days thereafter unless the Proponent has been formally rejected.

Once the Contract has been awarded, only the Total Contract Price of the Proposals will be disclosed.

Official Notification will only be given to the Successful Proponent; however, anyone can obtain the Total Contract Price for all Proponents upon request. In addition, the Total Contract Price for all Proponents will be outlined in a Council Resolution.

A Proposal shall be irrevocable for a period of sixty (60) calendar days following the Closing date of the RFP.

## **1.11 Proponent's Cost**

All costs and expenses incurred by a Proponent related to the preparation or presentation of its proposals shall be borne by the Proponent. The Township is not liable to pay such costs and expenses or to reimburse or to compensate a Proponent under any circumstances.

## **1.12 Delays**

The Township shall not be responsible for any delays or costs to the Proponents associated with any reviews or the approval process.

## **1.13 Tax Management (HST)**

As it is the responsibility of the Proponent to determine levy and collection of the Harmonized Sales Tax (HST), or any other Value Added Taxes, amounts bid shall show, separately, the HST or Value Added Taxes amount, or alternatively cite the basis of exemption in lieu thereof.

## **1.14 Billing Summaries / Payment**

Payment shall be in accordance with the Contract, as agreed to by both parties.

The Proponent shall provide a breakdown, before its first invoice, detailing all work. The breakdown shall be approved by the Public Works Manager. Every invoice shall include original upset limit, the current monthly amount, the actual to date, percent (%) complete, and the total amount to complete for each item in the breakdown. All extra work shall be indicated/invoiced separately.

Invoices shall be submitted monthly, and all payments will be net thirty (30) days.

Any work performed, as an extra, shall have received prior approval by the Public Works Manager in writing. A copy of the written approval shall accompany the invoice. The conditions for invoicing and payment shall be incorporated into any contract that may be prepared as part of the process. Each invoice shall reference the project number assigned to the project.

## **1.15 Ownership of Documents, Use of Designs, etc.**

All maps, drawings, plans, specifications, and other documents:

- (i) Provided by the Township to a Proponent shall remain the property of the Township and shall be returned by the Proponent to the Township upon demand by the Township; and/or
- (ii) Prepared by the Proponent as part of its Proposal (including the full proposal submission), or under Contract, shall become the property of the Township and may be disposed of the Township as it considers fit.



## **1.16 Municipal Freedom of Information Protection Of Privacy Act**

The Township is governed by the Municipal Freedom of Information and Protection of Privacy Act (MFIPPA); therefore, Proponents must accept that proposal contents can be made public as a condition of the Request for Proposal process. As a result, Proponents are advised to identify, in their Proposal, any scientific, technical, commercial, proprietary or similar confidential information, the disclosure of which could cause them injury.

Any information in the Proponents' submissions that is not specifically identified as confidential will be treated as public information. The Township will use its best efforts not to disclose any information so marked but shall not be liable in any manner to a Proponent or any other person where information is disclosed by virtue of the Privacy Commissioner, a court of competent jurisdiction or otherwise as required by Law. The Township further makes no representations or warranties that the identification of a document as confidential will prevent its release under the provisions of MFIPPA or otherwise under Law. Complete proposals are not to be identified as Confidential.

**NOTE:** Materials supplied in response to the RFP become a record of the Township and are subject to MFIPPA. The Township takes the position that such materials are not supplied in confidence and form part of the records made generally available upon request to the public. If you have any questions with regard to this policy, please contact the CAO/Clerk.

## **1.17 Conflict of Interest Statement**

In their Proposals, the Proponents shall disclose to the Township any potential Conflict of Interest that might compromise the performance of the work. If such a Conflict of Interest does exist, the Township may, at its discretion, refuse to consider the Proposal.

Prior to the award of the Contract, no Proponent shall contact any elected official of the Township or member of the Municipal staff or independent Consultant retained by the Township with respect to its Proposal, the RFP or the proposed Contract.

Except with the prior express written consent of the Township, no Proponent shall act on behalf of the Township with respect to any matter, issue or in connection with any property in which the Proponent or any director, officer, employee or Sub-contractor of the Proponent has a direct or indirect pecuniary interest, including any contingent interest.

Proponents are cautioned that the acceptance of their Proposal may preclude them from participating as a Proponent in subsequent projects where a Conflict of Interest may arise. The Proponent for this project may participate in subsequent/other Township projects provided the Proponent has satisfied pre-qualification requirements of the Township, if any, and in the opinion of the Township, no Conflict of Interest would adversely affect the performance and successful completion of a Contract by the Proponent.

## **1.18 Non-Collusion**

A Proponent shall not discuss or communicate, directly or indirectly, with any other Proponent or their agent or representative about the preparation of the Proposals. Each Proponent shall

attest that its participation in the RFP process is conducted without any collusion or fraud. If the Township discovers there has been a breach of this requirement at any time, the Township reserves the right to disqualify the Proposal or terminate any ensuing Contract.

## 1.19 Insurance and Indemnification

The Successful Proponent shall not commence work until such time that evidence of insurance has been filed with, and approved by, the CAO/Clerk. The Successful Proponent shall further ensure that evidence of the continuance of said insurance is filed at each policy renewal date for the duration of the Contract.

The Successful Proponent shall indemnify the Township, its Councillors, and its employees from damages and liabilities which may arise, directly as a result of the negligent, or wrongful acts, or omissions, of the Successful Proponent (if any), its employees and/or agents in the performance of any of its obligations under the Contract, whether or not such claims are initiated by third parties or arise between the parties.

### 1.19.1 Comprehensive General Liability Insurance

The Successful Proponent shall take out and keep in force throughout the duration of the Contract, a comprehensive policy of **Comprehensive General Liability** in the amount of **not less than \$5,000,000.00 inclusive per occurrence**, such policy to include personal injury, broad form property damage, contractual liability, owners' and contractors' protective, products and completed operations, contingent employers liability, cross-liability and severability of interest clauses.

### 1.19.2 Additional Insured

The **Township of Hornepayne** shall be named as an **"Additional Insured"** thereunder and a certified copy of the policy or certificate thereof shall be deposited upon signing of the Contract or as the Township may direct.

### 1.19.3 Professional Liability Insurance

**Professional Liability Insurance** shall be in the amount of **\$5,000,000**. When requested, the Proponent shall provide satisfactory proof of Professional Liability Insurance carried by the Proponent and in accordance with the Professional Engineers Act, R.S.O. 1990, c. P. 28 and Regulations therein in a form acceptable to the Township.

The Township reserves the right to require job-specific insurance. It is understood there is an additional cost to the proponent for job-specific insurance. A separate provisional price is to be provided in the fee schedule for consideration by the Township.

## 1.20 Workplace Safety & Insurance Board

Workplace Safety and Insurance Board (WSIB) Registration and coverage shall be in accordance with the applicable regulatory requirements for the Successful Proponent and any

worker that may be dispatched to undertake work on Township property, appropriate to the type and quantity of work proposed to be provided.

The Successful Proponent shall furnish a valid WSIB Clearance Certificate from the Workplace Safety and Insurance Board prior to commencement of Contract. The successful Proponent further agrees to maintain a good standing with the WSIB throughout the term of the Contract. The Successful Proponent may be required to produce a valid Certificate of Clearance from time to time during the Contract.

## **1.21 Failure to Provide**

If the Successful Proponent, for any reason, defaults or fails to provide valid proof of insurance and/or WSIB, the Township reserves the right to accept any other Proposal, cancel this RFP and issue a new RFP, or carry out the work in any way as the Township may, at its sole discretion, deem best.

## **1.22 Occupational Health and Safety Plan**

The Successful Proponent shall furnish a proposed Occupational Health and Safety Plan outlining the Proponent's general approach to Occupational Health and Safety.

The Successful Proponent will be responsible for meeting all of the "employer" obligations under the Occupational Health and Safety Act (OHSA) and shall ensure that all work is carried out in accordance with the OHSA and all applicable regulations. This includes but is not limited to, the duties to: provide a safe workplace; provide information and educate the workers on workplace hazards; appoint a competent supervisor; prepare and provide a health and safety policy; implement a comprehensive health and safety program to support the policy; and take every reasonable precaution to protect the health and safety of workers.

Each Proponent shall submit a statutory declaration with the proposal: Appendix "1".

## **1.23 Contract for Work**

The Successful Proponent shall, no later than 10 Business Days after the Township has sent the Notice of Award to the Successful Proponent, or such later date as may be specified in the written notice given by the Township:

- (i) enter into and execute the formal Contract for Work
- (ii) submit to the Township, a certificate of insurance which:
  - a. references the Contract by name;
  - b. confirms that the requirements set out in the Contract have been met;
  - c. sets out any pertinent exclusions contained in the policy or policies; and
  - d. is otherwise acceptable to Township.
- (iii) submit to the Township, a Workplace Safety and Insurance Board clearance certificate;
- (iv) submit to the Township an Occupational Health and Safety Plan; and

- (v) submit any other documents required by the Contract.

If the Successful Proponent fails, or refuses, to enter into the Contract or execute a Contract for Work and to provide all security, insurance and other ancillary documents required under the RFP and the Contract Documents, then the Township reserves the absolute right as it sees fit, in addition to all other rights and remedies that the Township has under the Request for Proposals, to take one or more of the following actions:

- (i) terminate discussions with the Successful Proponent;
- (ii) select another Proponent as the Successful Proponent and enter into Contract discussions to finalize and execute the Contract for Work;
- (iii) revise and reissue the RFP or cancel the RFP; and
- (iv) pursue any other rights or remedies available under the RFP, or otherwise at law or in equity.

## **1.24 Dispute Resolution**

Disputes shall be adjudicated following the *MEA/ACEC Ontario Client/Engineer Agreement for Professional Consulting Services*. Refer to Appendix 4 for a template copy of the agreement.

## **1.25 Accommodations for Proponents with Disabilities**

In accordance with the Ontario Human Rights Code, Ontarians with Disabilities Act, 2001 (ODA) and Accessibility for Ontarians with Disabilities Act, 2005 (AODA), the Township of Hornepayne will accommodate for a disability, ensuring full and equitable participation throughout the bid process.

If a Proponent requires this Request for Proposals in a different format to accommodate a disability, the Proponent must contact the Township as soon as possible and no later than 10 working days prior to the Closing Date. The Request for Proposals and any Addenda will only be issued in the alternative format to the requesting Proponent.

# **2 Proposal Submission and Content Requirements**

## **2.1 Project Schedule of Events**

It is intended that the Consultant retained will enter into a Contract with the Township of Hornepayne for the provision of Engineering services. The Consultant will work with the Township in establishing priorities.

## **2.2 Closing Date & Time**

Proposals must be received no later than:

**Friday, December 15, 2023 at 2:00 P.M. (local time)**

The time of receipt of emailed proposals will be confirmed by the Township's email. Any submissions received after this time shall be deemed ineligible and remain unopened.

Proponents are advised that the timing of their Proposal submission is based on when the Proposal is **RECEIVED**, not when a Proposal is submitted by a Proponent, as proposal transmission can be delayed in an "internet traffic jam" due to file transfer size, transmission speed, etc.

Proponents shall allow sufficient time for delivery of their Proposal submission, including any attachments. Late Proposal submissions shall not be accepted.

## **2.3 Submission Requirements**

Time is of the essence with respect to the submission of a Proposal. It is the **sole** responsibility of each Proponent to ensure that its Proposal is received on or before the closing date and time stated in the Request for Proposals document.

### **2.3.1 Digital Submission – Mandatory**

Proposals shall be submitted by email to [cao@hornepayne.ca](mailto:cao@hornepayne.ca). All terms and conditions outlined in the Terms of Reference apply. The Township assumes no responsibility whatsoever for proper receipt of such email transmittals.

Email transmittals should include "**RFP No. 2023-11-30**" in the subject line of the email. The maximum file size for email attachments is 10MB.

## **2.4 Content Requirements**

The Consultant shall submit their proposals to the Township of Hornepayne. Copies of all materials must be provided to the Township. The proposals shall be evaluated on merit in accordance with the evaluation criteria.

Every Proposal **shall**

- (i) be submitted in accordance with the **Required Information** listed in this RFP;
- (ii) be legible;
- (iii) be completed in English;
- (iv) be presented in a professional format, including page numbering and a table of contents;
- (v) ensure that all words and phrases forming part of the Proposal are written out in full, avoiding abbreviations;
- (vi) include all material, Goods, Services, equipment and labour, required to complete the Work; and
- (vii) state all prices in Canadian funds.

### 2.4.1 Respondent Contact

Every proposal shall identify one senior individual, by name, address, and telephone number who will act as the Proponent's primary contact with the Township with regard to this RFP and any subsequent Contract and has the authority to bind the Proponent.

### 2.4.2 Cover Letter

The proposal must include a letter of transmittal attesting to its accuracy. The cover letter must provide the name, physical address, telephone and e-mail addresses of the Proponent.

### 2.4.3 Required Information

The proposal submission should be clear, concise, and should include sufficient detail for effective evaluation and for substantiating the validity of stated claims. The submission should not simply rephrase or restate the requirement, but rather should provide convincing rationale to address how the respondent intends to meet the stated requirements. Respondents shall assume that the evaluation team has no prior knowledge of their facilities and experience and will base its evaluation on the information presented in the submission.

The Proposal shall include the rated requirements, which is that the submission must not exceed twelve (12) single-sided 8.5" x 11" pages; text must be presented in minimum 12-point font; spreadsheets and charts may be presented on 11" x 17" format; and each 11" x 17" sheet will count as two (2) pages.

The following forms shall be attached to the proposal submission (these Appendices shall not count towards the 12-page limit):

Appendix 1 – Form of Proposal

Appendix 2 – Statutory Declaration

Appendix 3 – Schedule of Prices

Appendix 4 – Background Documentation

## **3 Scope of Work – “Work”**

### **3.1 General**

The Township of Hornepayne is soliciting proposals from qualified Proponents for the provision of engineering services for the Baseball Field project. Engineering services under this project shall include:

- 1) Project management and project reporting
- 2) Detailed design (including surface and sub-surface drainage)
- 3) Construction services

The scope of Work includes the provision of materials, labour, equipment, and all necessary incidentals and appurtenances for the placement, maintenance, and removal of environmental controls, stripping of topsoil, all cutting, filling and grading work, placement of infield material, placement of topsoil, seeding, and site reinstatement and remediation. Any surveying or material testing required to complete the Work shall be at the expense of the contractor.

The Township of Hornepayne will obtain the required development and building permits as required by relevant Township of Hornepayne bylaws.

While the Township of Hornepayne has taken every effort to ensure the accuracy and completeness of the scope of this RFP, it is provided solely as a guideline for Proponents. The Township of Hornepayne accepts no responsibility or liability for any information or errors or omissions that may be contained in the RFP. Proponents are responsible for forming their own opinions and conclusions concerning all matters associated with the RFP.

#### **3.1.1 Code and Regulation Compliance**

The Consultant will review all relevant codes, statutes, regulations, and by-laws applicable to the design and ensure those authorities having jurisdiction are consulted and approvals, as appropriate, are secured or complied with.

### **3.2 Project Management**

The Consultant will be responsible for all elements of Project Management throughout the project and will oversee the Work and the Township’s obligations under the Contract to which this Proposal relates. Effective management and cost control techniques are requirements for a project of this nature.

As part of the project start-up, the Consultant will meet with the Township of Hornepayne Project Team to review project details, establish priorities, and collect and analyse background information and methods that will be utilized for this project.

#### **KEY DELIVERABLES**

- ◆ Project Start-up Meeting (including minutes)
- ◆ Biweekly Project Status Reports

◆ Monthly Invoices

The tasks as part of the Project Management include, but are not limited to:

- (i) Provide the Municipality with biweekly project status reports. During construction, reports shall be supplemented by the inclusion of photos to illustrate progress and identify areas requiring attention;
- (ii) Provide cost and schedule control for the Engineering and Construction Contracts. Any requests for change or payments will be processed promptly as required by the Contract documents;
- (iii) Submit monthly Consultant invoices. The invoices will provide a breakdown of the Engineering fees by individual personnel showing the hours worked and the charge for the period;
- (iv) Disbursements will be itemized to show fees from each Sub-consultant and broad expense categories. Backup will be required at the time of invoice; and
- (v) Provide a documentation control system that will log and track all project correspondence, minutes, reports, vendor drawings, engineering drawings, material receiving reports, etc.

### **3.3 Scope of Work for Baseball Field Addition to Community Centre**

#### **3.3.1 Site Evaluation and Design**

- Conduct a thorough site analysis to determine the optimal location for the baseball field within the Community Centre premises.
- Design professionals to create a detailed layout that encompasses infield and outfield dimensions, pitcher's mound, bases, and other fundamental elements. Design to include Phase Two layout of the Infrastructure Enhancement (Lighting, Fencing, Dugouts, and Spectator Seating).
- Ensure that the design adheres to industry standards for a regulation-size baseball field, encompassing infield dimensions, outfield dimensions, pitcher's mound, and bases.

#### **3.3.2 Grading, Shaping, and Construction**

- Perform precise grading and shaping of the designated land to create a level and encompassing infield dimensions, outfield dimensions, pitcher's mound, and bases (according to the approved design).
- Construct essential elements of the baseball field, including the pitcher's mound, batter's box, bases, and infield area, ensuring compliance with regulations.

#### **3.3.3 Hydroseeding and Landscaping**

- Execute hydroseeding to establish a resilient turf suitable for baseball and t-ball activities.



- Enhance the surrounding landscape with appropriate vegetation, landscaping elements, and aesthetically pleasing features.

### **3.3.4 Project Management**

- Provide comprehensive project management services throughout all phases of the baseball field addition.
- Develop and maintain a detailed project schedule, outlining key milestones, tasks, and timelines.
- Facilitate effective communication and coordination among all stakeholders, including the New Community Centre staff, design professionals, and subcontractors.

***Note: Phase two for Infrastructure Enhancement (Lighting, Fencing, Dugouts, and Spectator Seating) will be completed at a later date.***

## **3.4 Execution**

The Contractor shall supply all materials, labour, equipment, and all necessary incidentals and appurtenances required for the construction of a baseball field that is graded to suit the site, and is finished with a surface of crusher fines, with the surrounding areas remediated with topsoil and grass. The Work shall generally include the placement, maintenance, and removal of environmental controls, stripping of topsoil, all cutting, filling and grading work, placement of infield material, placement of topsoil, seeding, and site reinstatement and remediation.

Any damage sustained to the surrounding landscape as a result of the Work shall be repaired and remediated to existing conditions as part of the contract and in accordance with the contract documents.

### **3.4.1 Equipment**

The Contractor shall ensure that all required equipment is on-site and in satisfactory working order prior to commencing the Work.

### **3.4.1 Construction Work**

The Work shall be carried out in that the Contractor must engineer the drawings, and upon the Township's approval of these drawings, the contractor/subcontractor then must construct the approved drawings.

### **3.4.1 Clean-up**

Upon acceptance of the Work, the Contractor shall restore the project area affected by the operations to a condition at least equal to that existing prior to the Work.

# Appendix 1 – Form of Proposal

The Proponent hereby acknowledges and agrees:

**1. The undersigned Proponent, having carefully examined the RFP Documents, hereby proposes and offers:**

- to render all services and provide all things necessary to perform same;
- to furnish all labour, service, goods and materials, equipment and all incidentals;
- to pay all HST and any other applicable Value Added Taxes and all other changes as specified; and
- to fully, properly, diligently and in good faith, undertake, perform and complete all of the Proponent's (and upon any award of the Contract, those of the Successful Proponent's) duties, obligations and responsibilities under the Contract Documents.

Receipt of the RFP Documents from the Township of Hornepayne is hereby acknowledged.

The Total Contract Price is submitted in the Schedule of Prices. The Total Contract Price is in Canadian dollars and excludes Harmonized Sales Tax; however, the HST is listed in a separate column in the Schedule for the account of the Township. It is understood that HST is in addition to the Total Contract Price.

**2. Addenda**

I/We have made any necessary inquiries with respect to Addenda issued by the Township and have ensured that we have received, examined and provided for all Addenda to the Request for Proposal in the Proposal.

**3. Commencement and Completion**

If awarded the Contract, I/We, the Proponent, agree to commence and complete work as per the Contract documents. I/We undertake that:

- I/We will provide all necessary documents required as set forth prior to the commencement of this project; and
- Completion of the Project will be achieved within the timeframe allowed as prescribed in the Terms of Reference.

**4. Contract**

It is understood and agreed to by Me/Us that a binding Contract shall come into being upon acceptance of this Proposal by the Township. The subsequent execution of any Contract for works, if any, is a formality and not a condition precedent to the existence of a binding Contract. The Contract Documents for the RFP shall constitute the Contract, including and Addenda issued, subject to such modifications as may be agreed to in writing between the parties.

## **5. Execution**

If this Proposal is accepted by the Township and the Township proceeds with internal approvals for the award of the Contract, then I/We shall provide required proof of insurance, WSIB clearance certificate as required by the Contract Documents, my/our health and safety manual and any other document identified in the award letter as being required by the Township prior to commencement, and to execute the Contract for Works if applicable, in quadruplicate, all within 10 Business Days after the Township has issued its award letter or within such longer time period as the Township may specify.

## **6. Additional Work**

I/We also agree that if this Proposal is accepted, I/We shall execute whatever additional or extra work that may be required, in accordance with the RFP Documents.

## **7. Time Open for Acceptance**

This offer is irrevocable and is to continue open to acceptance by the Township for the time period specified in the Request for Proposals after the date and time set for Closing (submission) of Proposals. The Township may, at any time within the Open for Acceptance Period, accept this Proposal whether or not any other Proposal has been previously been accepted, upon notice of acceptance in writing to Me/Us personally delivered or mailed to Me/Us by ordinary prepaid mail to the address provided in this Proposal submission and any notice so mailed shall be deemed to have been received on the date of mailing thereof and any notice so delivered shall be deemed to have been received on the date the notice is so delivered.

## **8. Occupational Health and Safety**

I/We understand and agree that the Work must be conducted in a safe manner. Accordingly, I/We confirm that I/We and all Sub-Consultants used on the Work for the Township of Hornepayne will comply with all applicable laws, regulations and by-laws of Canada, the Province of Ontario and the Township of Hornepayne, including but not limited to the Occupational Health and Safety Act, and all applicable regulations thereunder. Further, without limiting any of the foregoing, I/We confirm that I/We have both a written Occupational Health and Safety Policy and Program to implement, and that all of our employees, Sub-Consultants and any other persons performing the Work are appropriately trained, licensed and certified, as required to perform the Work.

## **9. No Collusion / Conflict of Interest**

I/We hereby declare that no person, firm or corporation other than Me/Us has any interest in this Proposal or in the proposed Contract(s) for which this Proposal is made. I/We further declare that this Proposal is made without any connection to, comparison of figures, arrangements with or knowledge of any other corporation, firm or persons making a Proposal for the same work and is in all respects fair and without fraud or collusion.

I/We declare that no member of the Township of Hornepayne, and no Officer, employee or agent of the Township of Hornepayne has, or will have, an interest, indirectly or directly, as a contracting party, partner, shareholder, surety or otherwise in the performance of the Contract(s), or in the supply, work or business to which they relate or in any portion of the profits thereof, or in any of the monies to be derived there from.

## **10. Interpretation**

I/We confirm that I/We have received no oral communication, representation, information, instruction or advice (collectively referred to as “representation”) from any Officer, employee, agent, or any other person acting on the behalf of, or at the direction of, the Township which in any way amends or modifies the content of this Request for Proposals, and Addenda thereto, or any performance of Services, works, obligations or responsibilities or the exercise of any rights thereunder or with respect thereto. I/We specifically release and waive any right and claim I/We may have to a claim for negligence, misrepresentation, misstatement or otherwise for any oral communication or representation whatsoever. I/We represent that I/We have not been induced by any oral communications or representation whatsoever to submit this offer and acknowledge that the Township is relying on the representations and waiver made by us herein. I/We further acknowledge that I/We have carefully reviewed, understand and agree to the communication provisions of the Instructions to Proponents.

I/We acknowledge and agree that I/We have not assumed that any information concerning our operations, business or personnel or any other information required to be provided by Me/Us when submitting our Proposal is known to the Township, regardless of whether such information may be actually previously known to the Township or not. Further, I/We acknowledge and agree that all information to be provided by Me/Us is to be complete and full and in such detail as required.

## **11. Accessibility for Ontarians with Disabilities Act, 2005**

I/We confirm that I/We and all Sub-contractors used on the Work for the Township of Hornepayne will comply with all applicable accessibility laws, regulations and by-laws of Canada, the Province of Ontario and the Township of Hornepayne, including but not limited to the Ontarians with Disabilities Act, 2001 (ODA), the Accessibility for Ontarians with Disabilities Act, 2005 (AODA), Ontario Regulation 429/07 (Accessibility Standards for Customer Service) and Ontario Regulation 191/1 (Integrated Accessibility Standards), throughout the term of the Contract.

## **12. Compliance with the Township of Hornepayne By-Laws**

I/We declare that I/We are in compliance with all municipal by-laws as they pertain to the Township of Hornepayne in respect of the operation of My/Our business and in respect of the Work described in the Request for Proposals. I/We understand and agree that if this statement is untrue or incorrect, the Township of Hornepayne shall be entitled at its sole discretion to reject this Proposal, or if such untruth or incorrectness comes to light after this Proposal is accepted, to terminate or refuse to enter into it, as applicable, any Contract and to pursue any other legal recourse the Township deems appropriate, and that such untruth or incorrectness shall be a default under the Contract.

## **13. Procurement By-Law**

In submitting a Proposal in response to the RFP, I/We agree and acknowledge that I/We have read, and will be bound by, the Terms and Conditions of the Township’s Procurement By-Law. I/We understand that the Township’s Procurement By-Law can be viewed on the Township’s website at: <https://townshipofhornepayne.ca/our-government/by-laws/> OR <https://www.townshipofhornepayne.ca/media/2jqoiqifr/procurement-by-law-no-1636.pdf>

I/WE agree to be bound by the terms and conditions and have authority to submit this Proposal on behalf of the Proponent.

Except with the prior express written consent of the Township, **prior to submitting this Proposal**, vendors are required to notify the Township in writing, of any potential Conflict of Interest that may arise prior to the award of any contract and fully disclose any details thereof. Failure on the part of a vendor to declare a Conflict of Interest to the Township and to obtain the Township's prior express written consent to waive the conflict of interest shall result in the vendor being ineligible to submit and shall for a basis for rejection of a Proposal submitted to the Township.

Do you have a potential Conflict of Interest?

Yes

No

The Proponent acknowledges and agrees that the addendum/addenda listed below form part of the Proposal Document (please list Addenda or N/A if no addenda were issued):

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## Appendix 2 – Statutory Declaration

In submitting this proposal, I/We, on behalf of \_\_\_\_\_

*Legal Name of Company*

certify the following:

- a) I/We have a Health and Safety Policy and will maintain a program to implement such policy as required by clause 25(2) (j) the *Occupational Health and Safety Act*, R.S.O. 1990, c.O.1, as amended, (the “OHSA”).
- b) With respect to the services being offered in this proposal, I/We and our proposed sub-contractors, acknowledge the responsibility to, and shall:
  - i) fulfill all “employer” obligations under the OHSA and ensure that all work is carried out in accordance with the OHSA and its regulations;
  - ii) ensure that adequate and competent supervision is provided as per the OHSA to protect the health and safety of workers; and
  - iii) provide information and instruction to all employees to ensure they are informed of the hazards inherent in the work and understand the procedures for minimizing the risk of injury or illness.
- c) I/We agree to take every precaution reasonable in the circumstances for the protection of worker health and safety, as required under the OHSA.

Dated at \_\_\_\_\_ this \_\_\_\_\_ day of 20\_\_\_\_\_.

\_\_\_\_\_  
(Signature of Authorized signing agent for the Proponent)

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Email

\_\_\_\_\_  
Phone Number

## Appendix 3 – Schedule of Prices

Item	Fee Description	Proposed Fee (excluding HST)	HST
1	Project Management	\$	\$
	Design Development	\$	\$
	Construction	\$	\$
	<b>TOTAL LIMIT FEE</b>	\$	\$

**\*Note:** The \$ for construction will be used to adjust fees based on actual construction period or changes in scope during construction. These rates will be used and pro-rated based on approval of the Township.

### Pricing for Job Specific Insurance (\$5M Liability)

Insurance Provider	Proposed Fee
	\$

