



**DDS-01-2023
REQUEST FOR PROPOSALS
OFFICIAL PLAN AND ZONING BY-LAW UPDATE**

**DUE:
THURSDAY MARCH 23, 2023
2:05pm (Local Time)**

Deliver To:

(and have delivery acknowledged)

Joanna Bowes

Director of Development Services

80 Gore Street East, Perth, Ontario

K7H 1H9

Email: jbowes@perth.ca

Tel: 613-267-3311 Ext 2235

Website: www.perth.ca/bidsandtenders

1.0 – INFORMATION FOR CONSULTANTS

1.1 OVERVIEW

The Corporation of the Town of Perth is a vibrant growing community located southwest of the City of Ottawa. The Municipality has extensive tourism activities, social events, and a wonderful heritage atmosphere all located within Town's core. As per the planning act, the town is required to review and update the Official plan on a five-year basis. It is expected that this update will achieve compliance with the Ontario Provincial Policy Statement, the update to the Lanark County Sustainable Communities Official Plan and Bill 23, and will assist the Town with Growth and Development in the future. As stated in section 3.0- Scope of work, the Town is requesting proposals to undertake the five-year review to achieve compliance with Provincial legislation and other approval authorities. The Official Plan review process was started in 2019 and the last update to the Zoning By-law was completed in the year 2000. Documentation gathered from public consultation activities will be made available to consultants for the Official Plan Review.

CLOSING DATE AND SUBMISSION REQUIREMENTS

Submissions, sealed in an envelope, with three (3) copies of the Proposal Package included, clearly marked with the return address label (attached), will be received at the front counter at the Perth Town Hall 80 Gore Street East, Perth, ON, K7H 1H9 until:

2:05pm LOCAL TIME – THURSDAY MARCH 23 2023

- **Late proposals will NOT be accepted and will be returned unopened to the Consultant, no exceptions.**
- Facsimile (fax) responses for this Request for Proposals will **NOT** be accepted.
- Delivery of Proposals by a courier service shall be the responsibility of the Consultant and will be rejected if the envelope/package is delivered to a location other than which is stated in the document and the envelope/package fails to be delivered to the Township prior to the closing date and time.
- Proposals must be signed by the person authorized to sign on behalf of the Consultant and bind the Consultant to statements made in the response to this Request for Proposals.
- **Three (3) complete copies of the Proposal Package must be submitted as part of the Request for Proposals process.**
- The terms and conditions of this Request for Proposals offer shall remain firm and open for acceptance the Town of Perth for a period of ninety (90) days.
- The Consultant must agree to abide by all the clauses and conditions laid out in this document and the successful Consultant's accepted Request for Proposal.
- The Town of Perth accepts no liability for the costs and expenses incurred by the Consultant.

- The Consultant shall be solely responsible for the delivery of their Request for Proposals in the manner and time prescribed.
- The Town of Perth reserves the right to:
 1. cancel the Request for Proposals call and not accept any Proposal at all and/or re-issue the Request for Proposals in its original or revised form;
 2. cancel the Request for Proposals call and not accept any Proposal at all if the costs exceed the budget amount;
 3. reject any Proposal that fails to comply with the response requirements. Adherence to the response requirements is required to ensure an effective evaluation of all proposals.
- The lowest, or any, Proposal will not necessarily be accepted.

2.1 CONSULTANT TEAM/SUB-CONTRACTOR ARRANGEMENTS

Consultant team arrangements may be desirable to enable the companies involved to complement each other's unique capabilities, while offering the best combination of performance, cost and delivery for the services required by the Town of Perth. The Town of Perth will recognize the integrity and validity of Consultant team arrangements provided that:

- the arrangements are identified, and relationships are fully disclosed, and,
- a prime Consultant is designated which will be fully responsible for all contract performance.
- reference Appendix 'C'

2.2 DELIVERABLES

Consultants proposals in response to the RFP will be incorporated into the final agreement between the Town of Perth and the selected Consultant. Consultant proposals must be in two separate envelopes. The first envelope shall contain Appendix A, B, C, D, E, F, G, with Appendix H on the outside of the envelope. The second envelope shall contain Appendix I with another copy of Appendix H on the outside of the envelope.

2.2.1 Approach

This section will present a synopsis of the Consultant's response to the RFP. It should generally describe the approach to the various aspects of the work. (Appendix 'A')

2.2.2 Project Timeline

This section should detail the various tasks and deliverables of the project and relate them to a project timeline. A listing of the steps to complete the work described in Section 3 should be included along with the timeline. (Appendix 'B')

2.2.3 Consultant Teams/Sub-Contractors

Identify and list the Consultant team members including sub-contractor relationships in Appendix 'C'.

2.2.4 Addenda Acknowledgement

Acknowledge and include signed copies of all Addenda, attached as part of Appendix 'D'.

2.2.5 Declaration

Consultants must complete the Declaration form, attached as Appendix 'E'.

2.2.6 Consultant's References

Consultants must complete the Consultant's References form, attached as Appendix 'F'

2.2.7 Consultant Checklist

The Consultant checklist should be used to ensure that all required documents have been included in the RFP submission, attached as Appendix 'G'.

2.2.8 Return Address Label

Affix the label to the front of the Consultant's sealed proposal, attached as Appendix 'H'.

2.2.9 Price and (to be submitted in a separate envelope)

The Consultant must provide a breakdown of related costs as required in Appendix 'I'.

NOTE:

1. Failure to include the response requirements listed above may result in your proposal being disqualified.

2.3 EVALUATION FACTORS FOR AWARD

Any award to be made pursuant to this RFP will be based upon the proposal with appropriate consideration to the chart below. Evaluation of proposals will be based upon the Consultant's responsiveness to the RFP and the total price quoted for all items covered by the RFP.

<p>Proposed Approach</p> <ul style="list-style-type: none"> • Proposed scope, approach and work plan to this project. • Detailed project timeline 	<p>35%</p>
<p>Experience and Qualifications</p> <ul style="list-style-type: none"> • Consultant's past history of successfully providing similar services, recent projects and customer references • Consultant's capability, the depth/strength of its organizational structure, and the qualifications of individual team members. 	<p>40%</p>
<p>Professional fees</p>	<p>25%</p>

2.4 QUESTIONS / DISCREPANCIES

- Consultants who find any discrepancies or omissions in this RFP, or who have any doubt as to the intent or meaning of anything contained therein, shall direct questions, in writing (by e-mail), to the following:

Joanna Bowes
Director of Development Services
Perth, Ontario
K7H 3C6
Email: jbowes@perth.ca

- All questions/discrepancies identified must be sent to the Town at least six (6) business days prior to the proposal due date (4:30 pm, March 16, 2023).
- Copies of all questions and answers and any addenda will be sent to each Consultant no later than three (3) business days prior to the proposal due date. (4:30 pm March 20, 2023)
- To receive addenda you must register your intent to submit and contact information with the contact listed on the cover page.
- Only formal written responses to properly submitted questions will be binding on the Town of Perth.
- All responses by the Town of Perth (addenda) must form part of the Request for Proposals submission by the Consultant.

2.5 ADDENDA

Consultants may be advised by addenda, of required additions, deletions or alterations in the requirements of the Request for Proposals documents. All such changes shall become an integral part of the Request for Proposals documents and shall be allowed for in arriving at the total submission price. Consultants shall insert and state on the Addenda Acknowledgement Form (Appendix 'D'), in the space provided, any addenda received by them during the Request for Proposals period.

2.6 REQUEST FOR PROPOSALS / PROJECT SCHEDULE

The schedule for this Request for Proposals is as follows:

Event	Date
RFP distribution to Consultants	March 2, 2023
Last date for questions	March 16, 2023 4:30 pm
Proposal due date	March 23, 2023 at 2:05pm
Target date for contract award	April 25, 2023

2.7 PUBLIC OPENING

All submissions, excluding Appendix 'I', will be opened at the Perth Town Hall at 80 Gore Street East, Perth, Ontario, immediately following the closing date and time. This opening will be available for public attendance. All submissions will be deemed to be public documents and subject to public information requests.

2.0 - GENERAL CONDITIONS

The following section forms an integral part of this Request for Proposals and must be considered in completing a response to this Request for Proposals.

The Consultant must agree to abide by all the clauses and conditions laid out in this Request for Proposals.

2.1 DEFINITIONS

Wherever the word "**Owner**" is used in these documents, it shall mean the Town of Perth.

Whenever the word "**Request for Proposals**" is used, it shall mean and include the agreement to do the work entered into with the Owner, the Information for Consultants, General Conditions, Scope of Work / Special Provisions, Form of Submission, the Request for Proposals and other documents referred to or connected with the said Request for Proposals.

Whenever the word "**Consultant**" is used it shall mean the individual, firm, company or corporation who has undertaken to carry out this Contract.

Whenever the words "**Successful Consultant**", or "**Contractor**" are used it shall mean the individual, firm, company or corporation whom a contract is awarded to.

Whenever the singular or masculine is used in this document, it should be considered as if the plural or feminine has been used where the context so requires.

2.2 WITHDRAWAL

A Submission may be withdrawn at any time prior to the closing date and time at the Consultant's discretion. Withdrawal notification must be in written form, signed, and must be submitted to Joanna Bowes, Director of Development Services email: jbowes@perth.ca. No Facsimile, telephone calls or emails will be accepted. After the official closing date and time, all Submissions received shall be irrevocable.

2.3 AWARD OF CONTRACT

The award of this contract may be subject to approval by the Council of the Town of Perth.

2.4 INSURANCE

2.4.1 COMPREHENSIVE GENERAL

The successful Consultant shall, at their expense, obtain and keep in force during the term of this Agreement, Comprehensive General Liability Insurance satisfactory to the municipality, including the following:

- i. Issued on an occurrence basis for an amount of not less than \$5,000,000 per occurrence / \$5,000,000 annual aggregate for any negligent acts or omissions by the Consultant relating to its obligations under this Agreement. Such

insurance shall include, but is not limited to bodily injury and property damage including loss of use; personal & advertising injury; contractual liability; premises, property & operations; non-owned automobile; broad form property damage; owners & contractors protective; occurrence property damage; products & completed operations; employees as Additional Insured(s); contingent employer's liability; tenants legal liability; cross liability and severability of interest clause. Such insurance shall not contain a failure to perform exclusion.

- ii. the municipality shall be named as an additional insured;
- iii. This insurance shall be non-contributing with and apply as primary and not as excess of any insurance available to the municipality.

Automobile Liability Insurance

Automobile liability insurance with respect to owned or leased vehicles used directly or indirectly in the performance of the services covering liability for bodily injury, death and damage to property with a limit of not less than \$5,000,000. inclusive for each and every loss.

Indemnity

The successful Consultant agrees to fully indemnify and hold harmless the municipality from and against all suits, judgments, claims, demands, expenses including reasonable legal fees, actions, causes of action and losses of any kind and for any and all liability which the municipality may incur, sustain or suffer as a result of, arising out of or in any way related to the matters addressed in this Agreement occasioned wholly or in part by any negligent act or omission whether willful or otherwise by the Consultant, their agents, officers, employees or other persons for whom the Consultant is legally responsible, unless such losses are caused solely by the municipality's own negligence or misconduct.

The policies shown above shall not be cancelled unless the Insurer notifies the municipality in writing at least thirty (30) days prior to the effective date of the cancellation. The insurance policy will be in a form and with a company which are, in all respects, acceptable to the municipality.

2.4.2 PROOF OF INSURANCE

The successful Consultant shall at their own expense within 10 days of notification of acceptance and prior to the commencement of work, obtain and maintain until the termination of the contract or otherwise stated, provide the municipality with evidence of coverage as noted above.

2.4.3 WORKPLACE SAFETY AND INSURANCE BOARD (WSIB)

The successful Consultant must be covered by WSIB and is required to provide a valid WSIB certificate for the duration of the contract.

2.5 ASSIGNMENTS AND SUB-CONTRACTORS

The successful Consultant shall not assign, transfer or sublet this contract or any part thereof without the written consent of the Owner. This contract and everything therein contained shall be binding upon the parties hereto, their respective successors and assigns.

If the services proposed by the Consultant include the use of sub-contractors, they must be identified. The Consultant will assume full responsibility for any services provided by any sub-contractor. Consultants shall indicate and state on the Price Submission Form all sub-contractors doing work on this project.

2.6 INTERPRETATION

Should a dispute arise regarding the meaning or intent of the contract documents, the decision of the Owner shall be final. The Owner will be represented by the Director of Community Services.

2.7 VERBAL ARRANGEMENT

In all cases of misunderstandings and disputes, verbal arrangements will not be considered. The successful Consultant must produce written authority in support of their contentions and shall advance no claim in the absence of such written authority, or use, or attempt to use, any conversation with any parties against the Owner, or in prosecuting any claim against the Owner.

2.8 DOCUMENT REQUIREMENTS AT TIME OF CONTRACT EXECUTION

General

Subject to an award of the Proposal, the successful Consultant is required to submit the following documentation in a form satisfactory to the Owner for execution within ten (10) working days after being notified to do so:

- a) Insurance documents listing all coverages and amounts as indicated.
- b) Workplace Safety and Insurance Board (WSIB) Clearance Certificate.

2.9 AGREEMENT

Should the Consultant's submission be acceptable to the Owner, then the Consultant shall enter into an agreement with the Owner. The form of Agreement shall be the simple Agreement as attached in this Request for Proposals document as Appendix 'J'.

2.10 PRICE AND TAXES

All prices submitted shall be FIRM and shall include, without limitation, all required labour, materials, tools, supplies, equipment and other services as described herein and elsewhere in this document. The quoted prices must clearly show the Harmonized Sales Tax (HST) as a separate item.

The price shown on the Price Submission Form must be fixed. All costs incurred by the Consultant in carrying out research, investigation or otherwise as may be necessary for the

preparation of a response to this Request for Proposals, shall be borne by the Consultant and will not be chargeable in any way to the Town of Perth.

2.11 APPROVALS

Unless specifically stated in the Request for Proposals documents, the Consultant shall obtain and pay the fees for all services (the printing and mailing of Voter Information Letters, transportation and accommodation).

2.12 WARRANTY

The Consultant shall correct at their own expense, any defects in the service. Further, the Consultant shall provide a name and cellphone of the assigned personnel that will affect this warranty.

2.13 NON-PERFORMANCE

The Owner reserves the right to withhold any payment in the event of non-performance. The Owner will give reasonable notice in writing prior to taking such action unless the non-performance prejudices the successful completion of the election.

2.14 DISQUALIFICATION OF CONSULTANT

A Consultant offering products/services to the Town of Perth certifies that it has not communicated directly or indirectly their Request for Proposals to any competitor or any other person engaged in such line of business. Any or all submissions may be rejected if the Owner believes that collusion exists among the Consultants. Submissions in which the prices are obviously unbalanced may be rejected.

2.15 INCOMPLETE PROPOSALS

Responses to this Request for Proposals, which do not, in the sole opinion of the Owner, adequately address all the requirements listed in this Request for Proposals, may result in a request for clarification to the Consultant or be rejected outright, at the discretion of the Owner.

2.16 FREEDOM OF INFORMATION

Any personal information collected by or on behalf of the Town of Perth under this Request for Proposals is subject to the Municipal Freedom of Information and Protection of Privacy Act. The information provided to the Town of Perth may be used to confirm certain information provided in the submissions for this project. The person submitting this Proposal consents to such collection and use of the information. The person submitting this Proposal acknowledges the Proposal is a public document and that the information contained in the Proposal may become public and consents to the release of that information. By responding to this Request for Proposal, respondents waive any challenge to the Town of Perth's decision in this regard. Any questions regarding the collection, use, or disclosure of the information should be directed to the Clerk of the municipality/Owner.

2.17 TERMINATION

The Owner may terminate the agreement for breach of contract with thirty (30) days notice in writing to the other party. The Owner may terminate the contract if the successful Consultant does not fulfill any part of the terms and conditions or requirements of the agreement.

In case the Consultant defaults or delays in executing the work satisfactorily, the Owner may give notice to the Consultant in writing that the Consultant has made such default. Should the Consultant fail to remedy satisfactorily such defaults without delay, or should the Consultant become insolvent or abandon the work or otherwise fail to observe the provisions of the agreement, then and in any part of such cases, the Owner may immediately take the work or portions thereof out of the Consultant's hands and employ person or persons such as he may see fit to complete the work so taken over. In any case, the Consultant shall be chargeable with and remains liable for all loss or damage, which may be suffered by the Owner by reason of such default.

3.0 – SCOPE OF WORK & SPECIAL PROVISIONS

3.1 SCOPE OF WORK

The Town of Perth is requesting proposals from qualified Consultants to undertake a five year review of the Official Plan to ensure it conforms to the new Provincial Policy Statement (PPS) released in 2020.

New information to be incorporated includes:

- Provincially Significant Wetlands identified by Ministry of Natural Resources and Forestry;
- Any new flood elevation information from Rideau Valley Conservation Authority;
- Any new population or growth data provided by Lanark County.
- As well as being consistent with the Provincial Policy Statements, the Town of Perth Official Plan must also conform to the Lanark County Sustainable Communities Official Plan (2012) and the ongoing comprehensive review.
- The Zoning-Bylaw must also be brought into conformance with the higher level policy documents including the PPS, Lanark County's Sustainable Communities Official Plan and the updated Official Plan
- Open Houses and Public meetings are required to present the review of both the Official Plan and Zoning By-law 5 year review updates.
- Changes through Bill 109, Bill 23.

Proposal

The proposal shall include:

- (a) an overview of the proposed methodology;
- (b) consider trends and innovations in a cursory review of documents to indicate areas that could be changed
- (c) names of the key personnel to be assigned with resumes outlining qualifications and experience;
- (d) relevant experience of key personnel and the firm in conducting official plan reviews of the nature set out herein;
- (e) names and contact information for a minimum of three (3) references who can attest to the Consultant's performance on similar assignments;
- (f) project schedule with relevant milestone dates identified; and,
- (g) project costing which shall include an upset limit (fees and disbursements) including the hourly rates for the assigned staff and the portion of the projects they are working on.
- (h) Shall limit the time to maximum (10 hours) for Town staff to spend on this project

3.2 TOWN REPRESENTATIVE

The Town's Project Coordinator for this project is Joanna Bowes, Director of Development Services (see Section 1.6 for contact information).

3.3 SCHEDULE OF MEETINGS

After the RFP has been awarded, a meeting schedule will be arranged between the Bidder and the Town Representative to determine delivery and work schedules and progress reporting requirements. The Town Representative will conduct meetings as required with the Bidder throughout all phases of the work.

3.4 FINAL REVIEW – PROJECT COMPLETION

The Bidder shall notify the Town Representative in writing when, in the Bidder's opinion, the work has been substantially performed. Any deficiencies, errors, omissions or defects in equipment identified by municipal staff will be addressed in a timely manner. Final payment for the project will be made upon staff being satisfied that the Official Plan and Zoning By- Law Updates have been completed, in the sole discretion of the Town.

APPENDIX 'A'
APPROACH – (Reference 1.4.1)

APPROACH DESCRIPTION

APPENDIX 'D'
ADDENDA ACKNOWLEDGEMENT – (Reference 1.4.4)

ADDENDA

I have received and allowed for Addenda number(s) _____ in preparing my RFP.

I have included signed copies of all Addenda with this submission

Company Name

Signature

Print Name

Title

APPENDIX 'E'
DECLARATION – (Reference 1.4.5)
(TO BE SIGNED AND SUBMITTED WITH PROPOSAL)

THIS PROPOSAL IS SUBMITTED BY: _____

TO THE TOWN OF PERTH

1. I, _____ of _____

DECLARE that no person, firm or corporation other than the one whose signature or the signature of whose proper officers is or are attached below has any interest in this submission or in the contract proposed to be taken.

2. **I FURTHER DECLARE** that this Proposal is made without any connection knowledge, comparison of figures or arrangement with any other company, firm or person making a Submission for the same project and is in all respects fair and without collusion or fraud.

3. **I FURTHER DECLARE** that no, Employee of the Town of Perth, Elected Officials, other than the person(s) shown on the Form of Proposals, is or will become interested directly or indirectly as a contracting part or otherwise in the performance of the contract or in the supplies, work or business to which it relates or in any portion of the profits thereof, or in any such supplies to be used therein or in any of the monies to be derived therefrom.

4. **I FURTHER DECLARE** that the several matters stated in the said Submission are in all respects true.

5. **I FURTHER DECLARE** that I have carefully examined the Request for Proposals document, and hereby acknowledge the same to be part and parcel of any contract to be let for the project therein described or defined and do all the work and to provide the services, and system mentioned for the municipal election for the prices stated on the Price Submission Form.

6. **I FURTHER DECLARE** that I have a clear understanding of all the work involved in this contract.

7. **I FURTHER DECLARE** that this offer is to continue open to acceptance until the formal contract is executed by the successful Consultant for the said project OR for a period of ninety (90) days after the closing date, whichever first occurs and that the Owner may, at any time, within that period, without notice, accept this Submission whether any other Submission has been previously accepted.

8. **I FURTHER DECLARE** that the awarding of the contract based on this Request for Proposals by the Owner shall be an acceptance of this Proposal.

9. **I FURTHER DECLARE** that in the event of default or failure on our part, that the Owner shall be at liberty to advertise for new Request for Proposals, or to carry out the works in any other way they deem best, and I also agree to pay to the said Owner the difference between this Request for Proposals and any greater sum which the said Owner may expend or incur by reason of such default or failure or by reason of such action as aforesaid, on their part, including the cost of any advertisement for new Request for Proposals; and to indemnify and save harmless the said Owner and their officers from all loss, damage, cost charges and expenses which they may suffer or be put to by reason of any such default or failure on our part.

(COMPANY NPME)

_____/_____
(PRINT NPME) (SIGNATURE)

(ADDRESS)

(TITLE)

(WITNESS)

(POSTAL CODE)

(DATED)

APPENDIX 'F'
CONSULTANT'S REFERENCES – (Reference 1.4.6)

NPME of Consultant's Company: _____

Please provide at minimum, three (3) references of similar service completed since January 1, 2019. The references must be, at minimum, equal in size, complexity and requirements outlined in this proposal.

References will be contacted at the sole discretion of the municipality. The municipality reserves the right, at its sole discretion; to investigate other than listed references.

NPME OF CLIENT	CONTACT NPME & PHONE NUMBER	DESCRIPTION OF PROJECT

Note: The Consultant may provide additional information relevant to their experience and past projects.

These references have been submitted by:

(NPME)

(SIGNATURE)

(TITLE)

APPENDIX 'G' **CONSULTANT'S CHECKLIST**

This checklist is provided for the convenience of the Consultant to ensure that all required documents have been completed and enclosed in the Submission envelope in this order.

Please check (√) the items required and return with your Submission.

- Approach (Appendix 'A')
- Project Timeline (Appendix 'B')
- Consultant Teams/Sub-contractors Form (Appendix 'C')
- Addenda Acknowledgement Form (Appendix 'D')
- Signed and witnessed Declaration (Appendix 'E')
- Signed and completed Consultant's References (Appendix 'F')
- Return Address Label affixed to the front of each sealed envelope of your submission (Appendix 'H')
- Signed and completed Price Submission Form (Appendix 'I') **Submitted in a separate envelope**

Future Requirements (Post Project Award)

- Workplace Safety and Insurance Board (WSIB) Clearance Certificate (required prior to execution of contract).
- Insurance Certificate (required prior to execution of contract).
- Contract execution.
- Warranty information.

APPENDIX 'H' - Return Address Label (Please affix this page to the front of your sealed envelope.)

FROM: _____

Contact: _____

DELIVER TO:

Joanna Bowes
Director of Development Services
80 Gore Street East
Perth, Ontario, K7H 3C6
Email: jbowes@perth.ca

REQUEST FOR PROPOSALS - SEALED PROPOSAL

Receiving Staff Use ONLY

Description: Town of Perth Official Plan and Zoning By-Law Update
Closing Date: THURSDAY, MARCH 23, 2023 @ 2:05pm (local time)

Date & Time Received:

Late Submissions will **NOT** be accepted – **NO EXCEPTIONS!**

Staff Initial: _____

APPENDIX '1'
PRICE SUBMISSION FORM – (Reference 1.4.9)

I, the undersigned, have carefully read and examined the entire set of Request for Proposals document and understand the requirements to be met under this contract. I, for the prices set forth in this Submission, hereby offer to provide Town of Perth Official Plan Review at the following prices:

To be submitted in a separate envelope.

	<u>UNIT PRICE</u>	<u>QTY</u>	<u>HST</u>	<u>TOTAL</u>
	\$		\$	\$
	\$		\$	\$
	\$		\$	\$
	\$		\$	\$
	\$		\$	\$
TOTAL				\$

I have received and understand the requirements of this document and submit this list of Consultant Teams/Sub-contractors and costing.

 Company Name

 Signature

 Print Name

 Title

 Street Address

 Province

 Postal Code

 Telephone No.

 Fax No.

 Date

APPENDIX 'J'

CORPORATION OF THE TOWN OF PERTH (Owner) AGREEMENT

This Agreement made in duplicate this ____ day of 2023.

BETWEEN: The Corporation of the Town of Perth (Owner)
(Hereinafter referred to as "Owner")
OF THE FIRST PART

AND: (*Contractors Name*)
(Hereinafter referred to as "the Contractor")
OF THE SECOND PART

WHEREAS authority is given under the *Municipal Act* for the Clerk and Mayor to engage in contracts on behalf of the Owner for the purpose of providing a review and completion of the Town of Perth Official Plan;

AND WHEREAS the Owner is desirous of engaging the Contractor to undertake a 5 year review update of the Town of Perth Official Plan and Zoning By-law Amendment;

NOW THEREFORE the Owner and the Contractor hereby agree to the following terms and conditions:

1. The Contractor will provide the services and undertake the work as set out in the Form of Submission Document for the project (attached hereto as Schedule 'A') and as described in the proposal submitted by the Contractor and dated (date) (attached hereto as Schedule 'B'), all documents forming part of this Agreement.
2. The Contractor guarantees that they will undertake the services as presented in this document, irrespective of other contracted obligations of the Contractor.
3. The Contractor shall not assign or sublet the whole or any part of this Contract without the prior written consent of the Owner, unless the use of subcontractors is expressly stated in the proposal submitted by the Contractor and accepted by the Owner.
4. The Contractor acknowledges that while performing the services under this Contract, that it is not an employee of the Owner, and as such shall be responsible for the payment of all expenses required by law, including, but not necessarily limited to, Employment Insurance premiums,

Income Tax, Canada Pension Plan contributions, etc., failing which the Contractor shall reimburse the Owner for any expenses it may have to pay as a result of the Contractor neglecting to do so.

5. The Owner agrees to pay the Contractor the fees and associated disbursements for the provision of and update to the Official Plan and Zoning By-law to an upset limit of \$x, exclusive of HST. Any additional expenditures or disbursements shall not be incurred without the prior expressed written approval of the Owner.
6. The Contractor will invoice the Owner for work that has been completed at key intervals as set out in (Appendix 'E'). Such invoices shall include a detailed description of the tasks included therein, in conformity with the approved work plan, and shall contain a list of the disbursements and applicable taxes. The Owner hereby agrees to pay the invoices in a timely fashion.
7. Subject to the adjudication provisions of the *Construction Act* (if applicable), in the event of any dispute with respect to the payment of the invoices which cannot otherwise be resolved between the Contractor and the Owner, the Contractor and the Owner hereby agree to submit the matter to an impartial arbitrator under the *Arbitrations Act*, whose decision shall be final and binding. In the event that a matter is referred to an arbiter under this Article, the parties agree to equally share the cost of the arbiter and any related expenses.
8. The Contractor will cooperate with the Owner's auditor with respect to any financial matters involving business between the Contractor and the Owner.
9. The Contractor shall, at all times during the term of this Agreement, maintain not less as per Section 2.4 of the RFP Document (Schedule 'A') with the Town as a named insured. A copy of the insurance policy shall be filed with the Owner upon the commencement of the Agreement and the Owner shall be advised immediately of any change in status in the insurance coverage required pursuant to this Article.
10. All information collected by the Contractor in the performance of the services described herein shall be considered to be the property of the Owner and shall be surrendered to the Owner immediately upon request for same. It is understood that in the collection of any information, that the Contractor will have proper regard for the *Municipal Freedom of Information and Protection of Privacy Act*, and that the disclosure of any information collected will be pursuant to the requirements of the legislation as embodied in the procedures set out by the Owner, and as per Section 2.17 of the RFP Document (Schedule 'A').
11. This Agreement shall be effective from the date of its signing thereof and the terms of this Agreement shall remain in force and effect until the project is completed, unless otherwise amended in writing and agreed to by both the Owner and the Contractor.
12. This Agreement shall be subject to the applicable laws of Canada and Ontario.

13. Both the Workplace Safety and Insurance Board (WSIB) Clearance Certificate and proof of Insurance shall be provided to the Owner prior to the signing of the Agreement.

THE CORPORATION OF THE TOWN OF PERTH (OWNER)

Mayor

Clerk

"I/We have the authority to bind the Corporation"

CONTRACTOR

RFP Deadline:

THURSDAY, MARCH 23, 2023, - 2:05PM

**Joanna Bowes
Director of Development Services
80 Gore Street East
Perth, Ontario, K7H 3C6
Email: jbowes@perth.ca**

**Late proposals will NOT be accepted
and will be returned unopened to the Consultant,
no exceptions.**

Should a contract result from this RFP the name(s) of the successful Proponent(s) will be available to anyone upon request. All submissions become the property of the Town of Perth and are subject to the Municipal Freedom of Information and Protection of Privacy Act.