THE CORPORATION OF THE TOWN OF MISSISSIPPI MILLS

REQUEST FOR PROPOSAL

PROFESSIONAL SERVICES
STEWART COMMUNITY CENTRE PAKENHAM

INTRODUCTION

The Stewart Community Centre provides a wide variety of services for individuals not only in Pakenham Ward but throughout the Town of Mississippi Mills and non-residents alike. Built in 1974, the Community Centre consists of a single pad ice surface, a community hall, a canteen area, lobby and offices for the operational staff. The facility was renovated in 2003 to improve the change rooms / referees room, make barrier free improvements to the main level and install an elevator to the upper hall.

Even with this renovation in 2003, additional works to the facility are required and the Town was fortunate to receive 50% funding through a Community Infrastructure Improvement grant from the Federal Government to undertake the following works:

• Renovate the upper hall washrooms to meet today’s Building Code and Ontario accessibility requirements
• A 240 square foot addition to accommodate a girls’/women’s change room
• Repair of cinder block walls at the rear of the facility
• Install a new floor in the ice resurfacer room including the installation of mechanical ventilation in the floor pit

PROJECT SCOPE AND TERMS OF REFERENCE

Council requires professional services to direct and oversee the renovation project of the Stewart Community Centre as noted above. Professional services required will entail the following:

Phase I – Existing Conditions Assessment

• Review drawings from the 2003 renovations to the facility.
• Determine whether any assessment of existing electrical, plumbing and mechanical systems servicing the facility is required in order to determine system upgrades that are required
• Determine any structural elements in order to ascertain flexibility of re-design of washroom space in the upper hall and appropriate location for placement of additional change room
• and / or confirm load bearing walls in order to ascertain flexibility of re-design of washrooms in upper hall
• Consult with various agencies such as Town’s Chief Building Official / Planner, Town’s Accessibility Committee (related to accessibility improvements), utilities such as Enbridge Gas, Hydro One, other affected government agencies as required
Phase II – Conceptual Plan Development

- Develop a proposed architectural plan for the proposed renovations using the information obtained from the assessment of the space ensuring it meets all accessibility requirements under the Building Code and Ontario accessibility requirements
- Obtain comments from Council / Committee, including the Town’s Accessibility Committee on the proposed architectural plan

Phase III – Preferred Option: Plan Development

- Develop working drawings and detailed budget for the proposed work
- Make any changes to architectural plans and budget as requested by the Town
- Upon final acceptance of architectural plans and budget by Council, prepare the required tender documents and oversee the tendering process. Overseeing the tendering process shall include but not be limited to the following:
  - Potential pre-qualification of general contractors
  - Organization of an on-site meeting to review the specifications of the tender document(s)
  - In consultation with Council or Committee, conduct interviews of the qualified candidates (if required)
  - Make a recommendation to Council for the acceptance of the preferred bid

Phase IV – Administration of the Work

- Oversee the construction ensuring completion of the project within the identified timeframe
- Oversee the construction to ensure a high quality of execution of the work in accordance with the contract
- Review and approve payments under the contract
- Submit final as-built plans in digital format to the Town upon completion of the work

GENERAL PROCEDURE

a. Review all relevant data and materials (i.e. plans of facility from 2003), Building Code and Ontario accessibility legislation and proposed standards

b. Consult with staff and Council as required to gain a better understanding of the project and requirements

c. Obtain Council approval for architectural plans
PROJECT REPORTING

Council approval will be required for the architectural plans for the Stewart Community Centre prior to proceeding with tendering of the work.

The successful firm will report directly to Calvin Murphy, Recreation Coordinator who will be the key contact person. His phone, fax numbers and e-mail address are as follows: (T) (613) 256-1077 ext. 24 (F) (613) 256-4887; cmurphy@mississippimills.ca.

The firm will report to Council or its representative providing updates and progress reports on an as required basis.

PROJECT TIMING

The Council of the Town of Mississippi Mills has established the following timelines for the project:

<table>
<thead>
<tr>
<th>ITEM</th>
<th>PROJECTED DATE</th>
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<tbody>
<tr>
<td>Request for Proposals Issued</td>
<td>Tuesday, January 22, 2013</td>
</tr>
<tr>
<td>RFP’s due Mississippi Mills Municipal Centre, 12 noon</td>
<td>Wednesday, February 6, 2013</td>
</tr>
<tr>
<td>Council Selection of Successful Firm</td>
<td>Tuesday, March 5, 2013 (latest)</td>
</tr>
<tr>
<td>Project Begins</td>
<td>Wednesday, March 6, 2013</td>
</tr>
<tr>
<td>Delivery of background materials by the Town</td>
<td>To coincide with consultant's schedule</td>
</tr>
<tr>
<td>Meeting with Council or Committee to present draft architectural plans and budget</td>
<td>By April 16, 2013</td>
</tr>
<tr>
<td>Preparation of tender documents and implementation of tendering process</td>
<td>By April 30, 2013</td>
</tr>
<tr>
<td>Construction project begins</td>
<td>June 1, 2013</td>
</tr>
<tr>
<td>Project completion</td>
<td>November 30, 2013</td>
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</tbody>
</table>

Based on your experience, comment on the practicality of the November 30, 2013 completion date. If appropriate, provide a modified project outline based on your recommended completion date.

RESPONSIBILITIES OF THE TOWN OF MISSISSIPPI MILLS

The Town of Mississippi Mills will provide the following:

1. Access to information that will assist the successful firm in completing the project
   - Plans from 2003 renovations
2. Coordination of meetings with Council, Committee or staff, as required and all meeting expenses

3. Distribution and collection of materials to / from staff / council

**RESPONSIBILITIES OF THE SUCCESSFUL FIRM**

The successful firm will provide the following:

1. A mutually acceptable agreement outlining the terms, conditions, scope of the work to be provided (upon selection)
2. All professional services related to the execution of this project including but not necessarily limited to engineering and architectural services.
3. All travel expenses and disbursements for this project
4. Attendance at meetings with staff / Council for the purpose of obtaining information and presenting demolition and architectural plan

**SUBMISSION DETAILS**

Submissions must include the following:

- Proposals must detail the firm’s understanding of the requirements and acknowledgement of the required deliverables, the proposed method of work and the work plan with time schedule.
- The bid must include an agreement to undertake the full scope of the work to meet all of the terms of reference and reporting conditions within the prescribed timelines.
- A list of all work to be considered within the scope of this project and any work to be considered outside of the scope of this project
- Identification of the individual(s) & sub-consultants (architect, mechanical/electrical/structural engineers, cost consultant) who will be assigned to the project, a description of their experience related to similar renovation projects and references including title, organization, address and phone number.
- Explanation of methodology, project phases and milestones, reporting, timing, and estimated hours of work for each project phase.
- A clear statement advising of the **FIXED FEE** associated with this project. This amount will include all staffing, travel, disbursements and taxes. The costing shall be broken down into the relevant units i.e. staffing, travel, disbursements, taxes, etc. (Note: No extras will be allowed for this project unless authorized in advance by a resolution of the Council of the Town of Mississippi Mills).
- Per diem rates should additional deliverables be required.
- Three (3) copies of the Request for Proposal are requested.
Upon completion of the project, the Town of Mississippi Mills will be the sole owner of all information provided to the Town. The information provided to the Town may be copied by the Town without exception. The successful firm will receive credit for all original material.

Should the firm wish to maintain intellectual property rights over any portion or aspect of the final submission, this must be clearly identified in the project submission.

Municipal Rights and Options
The municipality in its sole discretion, reserve the following rights:
- To supplement, add to, delete from or change this solicitation document;
- Determine which respondent, if any, should be selected for negotiations;
- Reject any or all proposals or information received pursuant to this RFP;
- Cancel this RFP with or without the substitution of another RFP;
- Request additional data or information after the submittal date, if such data or information is considered pertinent to aid the review and selection process;
- Conduct investigations with respect to the qualifications and experience of each respondent;
- Take any action affecting the RFP or the services or facilities subject to this RFP that would be in the best interests of the municipality;
- Require one or more respondents to supplement, clarify or provide additional information in order for the municipalities to evaluate the proposals submitted;
- Waive any informalities or irregularities in the submittals or to re-advertise.
- That the lowest, or any bid, will not necessarily be accepted

Expense of Submittal Preparation
The municipality accepts no liability for the costs and expenses incurred by the respondents in responding to this RFP, preparing responses for clarification, attending site meetings/ interviews, or participating in contract development sessions or meetings and presentations required for the contract approval process. Each respondent that enters into the procurement process shall prepare the required materials and submittals at its own expense and with the express understanding that they cannot make any claims whatsoever for reimbursement from the municipalities for the costs and expenses associated with the procurement process.

Late submissions will not be given consideration and will be returned unopened.

The lowest, or any bid, will not necessarily be accepted and the Town of Mississippi Mills reserves the right to accept or reject any part of the accepted proposal.

Bidders shall reply to this Request for Proposal in sufficient detail to provide a basis for evaluation, and may be required to provide further information or clarification on the contents of their submission.

Submissions for this Request for Proposal will be physically received in a sealed envelope marked CONFIDENTIAL and addressed to the attention of:
Ms. Diane Smithson, CAO  
Corporation of the Town of Mississippi Mills  
3131 Old Perth Road, RR2  
Almonte ON  K0A 1A0

no later than 12 o’clock noon, local time on Wednesday, February 6, 2013. In fairness to all firms, any submissions received past this date and time will be returned to the firm unopened. This condition will be strictly enforced.

❖ The Town of Mississippi Mills explicitly reserves the right to negotiate terms, conditions and approaches with the successful firm.

NOTE: Additional work not noted above that may be recommended by the bidder as part of the work program, shall be included as a separate component of the submission INQUIRIES

Inquiries should be directed to Diane Smithson, Chief Administrative Officer, (613) 256-2064 ext. 225.

SELECTION PROCESS

Bidders are advised that only complete submissions will be reviewed and evaluated.

The evaluation criteria will include the following:

1. Experience and Qualifications of Team Members (20%)  
Identify the Project Manager and any key team members of the project team to be employed on this assignment, including those from specialist or sub-consultant firms, describe their individual capabilities, education, relevant experience, respective roles, availability for this project and highlight individual experience with regard to similar work. Resumes should be included where appropriate.

2. Understanding of Objectives (10%)  
Describe your understanding of the assignment, including overall scope and objectives, noting any specific issues that may require attention.

Note: Responses that incorporate excessive blocks of text that have been copied directly from the RFP will not be regarded as demonstrating an understanding of the requirement.

3. Quality of Approach and Methodology (20%)  
Describe the approach and methodology to be followed in completing all aspects of the assignment in order to achieve the stated project objectives.
4. Proposed Work Plan, Schedule and Level of Effort (15%)
Provide a work plan and schedule, including a breakdown of the major tasks, and the level of effort of the individual team members in sufficient detail to allow a complete understanding as to how and by whom the work is to be carried out.

5. Financial Proposal (35%)
Using Annex A which is attached for that purpose, the Consultant is to provide a total upset limit price, to include all consulting fees, disbursements and taxes, to complete this assignment in accordance with the services detailed herein and in the Consultant’s proposal. This financial proposal is to be broken down by category with expected timing identified in order to allow for budgetary control.

After all proposals have been received, reviewed and deemed eligible, selected consultants may be invited to attend an interview.

ERRORS OR OMISSIONS

It is understood and acknowledged that while the Request for Proposal includes specific requirements, a complete review and recommendations are required. Minor items not herein specified but obviously required, shall be provided as if specified. Any misinterpretation of requirements within this proposal bid shall not relieve the bidder of the responsibility of providing the services as aforesaid.

CONFLICT OF INTEREST

The Consultant and the Chief Administrative Officer are to discuss any perceived or potential conflict of interest prior to proposal submission to the Town.
Annex A

Financial Proposal and Contractual Acknowledgement

Basis of Payment:
The Consultant offers to provide the services detailed herein under Project Information and General Terms of Reference, and as further detailed in the Consultant’s proposal, to the acceptance of the stated Contract Authority for the following Total Upset Limit Price.

Professional Fees:
$__________________________________________

Disbursements (including travel):
$__________________________________________

HST (13%)
$__________________________________________

Total Upset Limit Price:
$__________________________________________

The Consultant is required to provide a detailed price breakdown by major tasks with the Proposal. The breakdown should include the specific activities planned, the timing and associated level of effort by individual or classification, and the associated hourly or per diem rates for which the Consultant will seek payment.

Consultants should note the following when preparing their financial proposal:

Consulting Fees:
Consulting fees are to include the cost of sub-consultants.

Disbursements:
All reasonable and proper expenses incurred by the Consultant shall be reimbursed under this item without any allowance thereon for overhead and or profit. The following costs shall not be reimbursed:
• Communication expenses including facsimile, local phone and cellular charges
• Standard PC costs

Method of Payment:
Monthly payments shall be made based on time expended following receipt and acceptance of an invoice by the Project Manager. The invoice should include a breakdown by hours worked by individual team members on each major task and progress to the date on invoice. Additional back-up documentation shall also be provided where sub-contracted works form part of the overall work program.
Annex B

General Conditions – Consulting Services

1. RETAINER AND STATUS OF CONSULTANT

The Corporation retains the Services of the Consultant and the Consultant hereby agrees to provide the Services described herein under the general direction and control of the Corporation. The Consultant is retained as an independent contractor for the sole purpose of providing the services. Neither the Consultant nor any of its personnel are engaged as an employee, servant, or agent of the Corporation.

2. SERVICES

The Services to be provided by the Consultant and by the Corporation are set forth in the Terms of Reference and the Proposal, as amended by the Agreement that shall be entered into at time of awarding of the contract and such Services as changed, altered or added to, under the provisions of this Agreement are hereinafter called the “Services”. All Services shall be performed by staff of the Consultant and the Consultant shall not engage others to perform specialized services unless prior approval, in writing, is obtained from the Corporation.

3. COMPENSATION

The Corporation shall pay the Consultant in accordance with the provisions set forth in this Agreement.

4. STAFF AND METHODS

The Consultant shall perform the services to a professional standard in accordance with current “best practices” and shall skillfully and competently perform the Services and shall employ only skilled and competent staff thereon who shall be under the supervision of a senior member of the Consultant's staff.

5. RECORDS AND AUDIT

(1) In order to provide data for the calculation of fees on a time basis, the Consultant shall keep a detailed record of the hours worked by and salaries paid to its staff in the performance of the Services.

(2) The Corporation may inspect and audit the books, payrolls, accounts and records of the Consultant at any time, during the Consultant's normal business hours, with respect to any item for which the Consultant is seeking compensation from the Corporation.

(3) The Consultant, when requested by the Corporation, shall provide copies of receipts with respect to any disbursement for which the Consultant claims compensation from the Corporation.
6. CHANGES AND ADDITIONAL SERVICES

The Corporation may, with the consent of the consultant, in writing and at any time before or after the commencement of the Services, extend, increase, vary or otherwise alter the Services, and in such cases the Corporation shall pay the Consultant in accordance with agreed upon rates, either per hour, per diem or fixed costs, as may be determined.

7. SUSPENSION OR TERMINATION

The Corporation may at any time by notice in writing to the Consultant suspend or terminate the Services or any portion thereof at any stage of the undertaking, and the Consultant shall thereupon be entitled to payment for any of the Consultant's staff employed directly thereon together with such expenses and disbursements allowed under this Agreement. Upon receipt of such written notice, the Consultant shall perform no further Services other than those reasonably necessary to close-out the Services.

Upon written notice of suspension or termination, or upon a written demand by the Corporation at any time during the term of this Agreement, the Corporation shall be given and have the right to take possession of and use any completed or partially completed drawings, documents, software, equipment and other information prepared or to be supplied by the Consultant.

If the Consultant is practicing as an individual and dies or becomes incapacitated before the Services have been completed, this Agreement shall terminate as of the date of death, or incapacity, as applicable, and the Corporation shall pay for the Services rendered and disbursements incurred by the Consultant to the date of such termination.

8. INDEMNIFICATION

The Consultant shall indemnify and save harmless the Corporation from and against all claims, actions, losses, expenses, costs or damages of every nature and kind whatsoever which the Corporation, its employees, officers or agents may suffer as a result of the negligence or breach of contract of the Consultant, its employees, officers or agents in the performance of this Agreement, subject to the following:

a. CORPORATION PROVIDED INFORMATION:
The Corporation further acknowledges and agrees that the Consultant will not be held liable for any damages / losses of any kind or nature that may result from the use of inaccurate information or data provided to Consultant by the Corporation. The Corporation agrees to accept full responsibly for the accuracy of all information and data that it provides to the Consultant.

b. WORK PRODUCT LIMIT:
The Corporation further acknowledges and agrees that the Consultant cannot warrant the fitness of any records, documents or work product that are (i) incomplete due to early termination or suspension of this agreement; or (ii) altered, revised, amended, or modified without the consent or knowledge of the Consultant.
9. FORCE MAJEURE

A party hereto shall not be responsible for failures in performance due to force majeure. "Force Majeure" means any circumstance or act beyond the reasonable control of a party to this Agreement claiming Force Majeure, including an intervening act of God or public enemy, war, blockade, civil commotion, fire, flood, tidal wave, earthquake, epidemic, quarantine restriction, a stop-work order or injunction, issued by a court or public authority having jurisdiction, or governmental embargo, which delays the performance of any obligation created by this Agreement beyond its scheduled time, provided such circumstance or act is not expressly dealt with under this Agreement or does not arise by reason of:

- the negligence or willful misconduct of the party claiming Force Majeure or those for whom it is responsible at law;
- any act or omission by the party claiming Force Majeure (or those for whom it is responsible at law) in breach of the provisions of this Agreement;
- lack or insufficiency of funds or failure to make payment of monies or provide required security;

provided further that, in the case of an event of Force Majeure affecting the Consultant, the Consultant notifies the Corporation as soon as possible and in any event within five (5) working days following the date upon which the Consultant first becomes aware (or should have been aware, using all reasonable due diligence) of such event so that the Corporation may verify same.

In any such event, Consultants agreement and price and schedule shall be equitably adjusted based on the actual work authorized and performed satisfactorily, and the rates agreed to in the agreement.

10. INSURANCE

(1) Without restricting the generality of the Indemnification provisions, the Consultant shall, during the term of this Agreement, provide, maintain and pay for:

(a) Comprehensive General Liability Insurance with limits of not less than $2,000,000 inclusive per occurrence for bodily injury, death and damage to property including loss of use thereof. Such insurance coverage shall be in the name of the Consultant and shall name the Corporation of the Town of Mississippi Mills as an additional insured thereunder.

(b) Automobile Liability Insurance for both owned and non-owned licensed vehicles with limits of not less than $2,000,000 inclusive per occurrence for bodily injury, death and damage to property; and

(c) Professional Liability Insurance including Errors and Omissions with a policy limit for each single claim of not less than $1,000,000.00.
(2) The Consultant shall provide the Corporation with proof, satisfactory to the Corporation’s Insurance Administrator, of the insurance required under this Section, when requested.

(3) If the Corporation requests to have the amount of coverage increased or to obtain other special insurance for the Services for the Project, then the Consultant shall endeavour forthwith to obtain such increased or special insurance at the Corporation's expense.

(4) All above policies shall contain an endorsement to provide the Corporation of The Town of Mississippi Mills with thirty (30) days prior written notice of cancellation or of a material change that would diminish coverage."

11. CONFLICT OF INTEREST

Neither the Consultant nor any person, firm or corporation associated or affiliated with or subsidiary to the Consultant shall undertake any work, or have an interest either directly or indirectly in any work arises from the Services. The Consultant is required to disclose to the Corporation, prior to accepting this assignment, any potential conflict of interest. If a conflict of interest exists, the Corporation may, in its discretion, withhold this assignment from the Consultant until the matter is resolved to the satisfaction of the Corporation. If, during the term of this Agreement the Consultant is retained by another client and that assignment gives rise to a potential conflict of interest, the Consultant shall so inform the Corporation and if a conflict of interest is deemed to exist by the Corporation, the Consultant shall either refuse the new assignment or take such steps to remove the conflict of interest as are deemed necessary by the Corporation.

12. ASSIGNMENT

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

13. PREVIOUS AGREEMENTS

This Agreement supersedes all previous agreements, arrangements or understandings between the parties whether written or oral in connection with or incidental to the Services.

14. APPROVAL BY OTHER AUTHORITIES

Where either the Services of the Consultant or the Project is subject to the approval or review of an authority, government department or agency other than the Corporation, such approval or review shall be obtained through the offices of the Corporation and unless authorized by the Corporation in writing, such approval or review shall not be obtained by direct contact by the Consultant with such other authority, government department or agency.
15. INSPECTION

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

16. PUBLICATION

The Consultant shall obtain the consent in writing of the Corporation before publishing or issuing any information regarding the Project.

17. CONFIDENTIAL INFORMATION

Information communicated to or acquired by the Consultant in the course of carrying out the Services provided for herein shall not be either divulged or used by the Consultant on any other project unless prior approval, in writing, is obtained from the Corporation. The Consultant shall not at any time before, during or after the completion of the work divulge any confidential information acquired in the course of carrying out the work provided herein. No such information shall be used by the Consultant before, during or after the completion of work on this or any other project without the prior written approval of the Corporation.

18. MUNICIPAL FREEDOM OF INFORMATION AND PROTECTION OF PRIVACY ACT

The Corporation is subject to the Municipal Freedom of Information and Protection of Privacy Act, R.S.O. 1990,c.M.56, as amended (“MFIPPA”) with respect to, and protection of, information under its custody and control. Accordingly, all documents provided to the Corporation in response to this Request for Proposal may be available to the public unless the party submitting the information requests that it be treated as confidential. All information is subject to MFIPPA and may be subject to release under the Act, notwithstanding the Consultant’s request to keep the information confidential.

19. DRAWINGS AND DOCUMENTS

Drawings and documents or copies thereof required for the Project shall be exchanged between the parties on a reciprocal basis. Drawings and documents, including all drawings and documents delivered in an electronic, digital or other than paper format, prepared by the Consultant for the Corporation shall be the property of the Corporation free of all claims by the Consultant of any nature and kind whatsoever. The Consultant shall be entitled to retain a copy of all drawings and documents for record keeping purposes only and at its own expense.
20. PATENTS

(1) The Consultant shall make a prompt written disclosure of any patentable invention, improvement or discovery conceived or first actually reduced to practice in the performance of the Services and shall submit separately, or as part of the final report on the Project, a complete list of all such inventions, improvements and discoveries, including those previously disclosed.

(2) Subject to the provisions of this Section, any patentable rights or other rights in any invention, improvement or discovery conceived or actually reduced to practice in the performance of the Project, shall be the property of the Consultant.

(3) The Consultant, upon request in writing, shall grant to the Corporation, for itself, the Province or any other Corporation in Ontario, pursuant to any statute of the Province, an irrevocable, nonexclusive, royalty-free license to practice any invention, improvement or discovery conceived or actually reduced to practice, in the performance of the Services, in the manufacture, use and disposition, according to law, of any article or material, and in the use of any method, but such license shall not include the right to sub-license.

21. LOCATION OF CONSULTANT’S OFFICE

For the purposes of this Agreement, all Services performed by the Consultant shall be deemed to be performed in the office of the Consultant, with the exception of Project Meetings (Project Coordination etc.) which will be located in the Corporation of the Town of Mississippi Mills unless written approval of an alternate location is obtained from the Corporation. All fees and disbursements shall be calculated and invoiced according to the applicable deemed location of the Consultant's office.

22. TIME

(1) The Consultant shall perform the Services expeditiously to meet the requirements of the Corporation and shall complete any portion or portions of the Services in such order as the Corporation may require.

(2) The Consultant shall perform all the Services required under this Agreement by the date or dates stated in the Purchase Order, or as otherwise approved, in writing, by the Corporation. Requests for extensions of the completion date shall be submitted, in writing, by the Consultant no later than twenty (20) days prior to the completion date.

(3) The Corporation shall give due consideration to all designs, drawings, plans, specifications, reports, tenders, proposals and other information submitted by the Consultant, and shall make any decisions which are required in connection therewith within a reasonable time so as not to delay the work of the Consultant.

23. PAYMENT OF FEES

(1) The Consultant shall submit an invoice to the Corporation for all Services completed in the immediately preceding month. Interest at an annual rate equivalent to the Bank
Rate established by the Bank of Canada for Short Term advances to chartered banks will be paid on the total outstanding unpaid balance commencing thirty (30) days after the Corporation has received and approved the Consultant's invoice.

(2) Where the Consultant is to be paid on a time basis for any part of the Project, no part of such fee shall be based upon any hours of work that have not been recorded as required by the provisions of this Agreement or upon any salary other than the salary applicable to the particular type of work performed as approved by the Corporation.

24. INTERIM EXPENDITURE REPORTS AND PAYMENT RESTRICTION

(1) The Consultant shall notify the Corporation, in writing, when fifty percent (50%) of the total funds allocated for the Services have been expended, and again when seventy-five percent (75%) of the funds have been expended.

The Consultant shall submit with each of these notices, a detailed report of the Services completed at the interim expenditure dates.

(2) The Consultant's total fees and disbursements for the performance of all the Services required under the terms of this Agreement shall not exceed the total amount stated in the Purchase Order.

(3) The total amount specified in the Purchase Order, as well as all applicable taxes payable, shall represent the total amount payable to the Consultant with respect to the provision or supply of any Services or intangible property by the Consultant to the Corporation, or in connection with the provision, supply, transfer or sale of any goods, material or tangible property by the Consultant to the Corporation pursuant to this Agreement. Any changes in taxes payable during the Term of Services may, in the discretion of the Corporation, either increase or decrease the total amount payable to the Consultant under the terms of this Agreement.

25. OCCUPATIONAL HEALTH AND SAFETY

The Consultant shall ensure that all Services are provided in a manner that complies with the Occupational Health and Safety Act, R.S.O. 1990, c.O.1, as amended, and the regulations made thereunder.

26. ACCESSIBLE CUSTOMER SERVICES

The consultant shall ensure that all persons performing the work and who have contact with the public are trained in accordance with the Accessible Customer Service Standards under the Accessibility for Ontarians with Disabilities Act, 2005.

27. REPLACEMENT OF PERSONNEL AND/OR SUB-CONSULTANTS

(1) When specific persons have been named in the Contract as the persons who must perform the Work, the Consultant shall provide the services of the persons so named unless the Consultant is unable to do so for reasons beyond its control.
(2) If at any time, the Consultant is unable to provide the services of any specific person named in the Contract, it shall provide a replacement person who is of similar ability and attainment.

(3) The Consultant shall, before replacing any specific person named in the Contract, provide notice in writing to the Corporation. The replacement must be acceptable to the Project Manager.

28. SUCCESSORS AND ASSIGNS

The Contract shall ensure to the benefit of, and shall be binding upon, the successors and permitted assignees of the Corporation and of the Consultant.

29. FRAUD OR BRIBERY

Should the Consultant or any of his/her agents give or offer any gratuity to, or attempt to bribe any member of the awarding body, officer or servant of the Corporation, or to commit fraud against the Corporation, the Corporation shall be at liberty to declare the proposal void forthwith, or to take the whole or any part of the contract out of the hands of the Consultant and to invoke the provisions of termination.

30. AWARD

Any award resulting from this Request for Proposal will be in accordance with the Corporation Purchasing By-Law and may be subject to Corporation Council approval.

31. SEVERABILITY

If any provision of this Contract becomes illegal or unenforceable in whole or in part, the remaining provisions shall nevertheless be valid, binding and subsisting.