

**CORPORATION OF THE TOWN OF HANOVER
REQUEST FOR PROPOSAL 2024-01-BP – HANOVER DEVELOPMENT CHARGES STUDY &
ASSET MANAGEMENT PLAN UPDATE**

The Town of Hanover invites proposals for the provision of services to complete a development charges study and update our existing Asset Management Plan. Sealed proposals, clearly marked **RFP 2024-01- BP - Hanover Development Charges Study & Asset Management Plan Update** will be received by Tanya Patterson, Deputy Clerk, Corporation of the Town of Hanover, 341 10th Street, Hanover, ON N4N 1P5 until **2:00 pm local time, on April 30, 2024.**

The proposals will be opened publicly at that time.

Request for Proposal document (RFP) with specifications and details may be obtained at the Municipal Office, 341 10th Street, Hanover, ON or on the Town of Hanover website www.hanover.ca/tenders-bids.

For additional information regarding the RFP specifications, contact:

Andrew Wilken, Director of Building & Planning / CBO
Town of Hanover
awilken@hanover.ca

Lowest price or any proposal not necessarily accepted.

1. Introduction

The Corporation of Town of Hanover (hereinafter referred to as Municipality) is inviting proposals from professional firms (hereinafter referred to as Proponent) for the provision of services for a Development Charges Study, to facilitate the preparation and adoption of a Development Charges By-law. In addition, the proponent will review and update the existing 2018 Asset Management Plan to ensure all the O. Reg. 588/17 requirements due by July 1, 2025 are met.

2. Background

Hanover is a progressive and vibrant lower tier municipality located within Grey County in Southwestern Ontario with a population of approximately 8,503 residents. We are one of the two primary settlements areas within the County, bordered by Bruce County to the west and West Grey to the east, Hanover is the dominant urban commercial centre within the region, providing commerce, financial, culture, entertainment, recreation, health and education services to the residents of the Town and 40,000 residents within a 30-minutes drive.

Major infrastructure in the Town consists of the following:

- Paved Municipal Roads;
- Bridge & Culverts;
- Water and Wastewater Treatment Plants;
- Facilities including but not limited to: Municipal Office, Library, Recreation Centre, Medical Facilities, Hospital, Police Station and Net Zero Firehall;
- Vehicles, Machinery & Equipment;

In addition to the infrastructure which the municipality is responsible for acquiring, maintaining and rehabilitating, there are several services the municipality provides to its residents which include, but are not limited to:

- Police, Fire & Emergency Services;
- Recreation, Parks and Facilities;
- Solid Waste Management including recycling, landfill and household hazardous waste;
- By-law Enforcement;
- Licenses and Permits;
- Development Services including Planning/Building, Permits/Inspection and Septic Permits/Inspection

In March 2023, Council received a staff background report on development charges to

compare the cost associated with development in the neighbouring lower tier municipalities. Development charges were introduced by Grey County in 2017. The town of Hanover 2023 to 2027 Strategic Plan includes the recommendation, ‘to complete a new Development Charges Bylaw in compliance to Provincial legislation.’ In October 2023, Council supported a Town staff report with respect to the potential adoption of a Development Charges By-law and confirmed their support to proceed with issuing a Request for Proposal (RFP).

3. Project Scope and Deliverables

The Town is seeking a qualified proponent to undertake a Development Charges Study that includes:

- Preparing a Development Charge Study to meet the requirements set out in the Development Charges Act, 1997, Chapter 27 that includes any optional approaches that might be considered for meeting the requirements and maximizing the Municipality’s opportunities under the Development Charges Act;
- Calculating a Development Charge Rate Schedule based on the information contained in the Development Charges Study;
- Preparing a Development Charge By-law and associated Rate Schedule;
- Presentation to Council in conjunction with staff overviewing the proposal and any associated public process required;
- Defending the Development Charge Study, draft By-law, and/or rate schedule as required before the Ontario Land Tribunal (OLT).

In addition, the proponent will review and update the Asset Management Plan as follows:

- Review and update existing 2018 Asset Management Plan to ensure all the O. Reg. 588/17 requirements due by July 1, 2025 are met.
- This includes identifying current levels of service and the cost of maintaining those levels of service, identification of proposed levels of service and activities required to meet these levels and a strategy to fund these activities.
- Review of existing plan to ensure policies and best practices for all town assets are appropriate and provide recommendations for improvements. Current assets are housed within a software database (Public Sector Digest PSD-Citywide).

4. Project Schedule

The Town will conduct the RFP process according to the following dates. These dates may be subject to change:

**CORPORATION OF THE TOWN OF HANOVER
REQUEST FOR PROPOSAL 2024-01-BP – HANOVER DEVELOPMENT CHARGES STUDY &
ASSET MANAGEMENT PLAN UPDATE**

Task	Date
Issue of RFP	March 26, 2024
Deadline for inquiries	April 9, 2024
Deadline for Submissions	April 30, 2024
Council Approval/Award of RFP	May 27, 2024
Project Initiation Meeting	June 4, 2024

5. Request for Proposal

5.1. Enquiries

All enquiries related to the RFP must be submitted to the Town no later than Tuesday, April 9, 2024.

All questions shall be directed, **in writing only**, by email to:

Andrew Wilken, Director of Building and Planning / CBO
Town of Hanover
341 10th Street
Hanover, ON N4N 1P5
awilken@hanover.ca

Information obtained from any other source is not official and should not be relied on. Answers to all submitted questions will be distributed by e-mail to all parties requesting an RFP package and will be posted on the Town’s website.

5.2. Submissions

Sealed proposals clearly marked ‘RFP 2024-01- BP - Hanover Development Charges Study & Asset Management Plan Update’ will be received until 2:00 pm local time on April 30, 2024 by:

Tanya Patterson, Deputy Clerk
Town of Hanover
341 10th Street
Hanover, ON N4N 1P5

All proposals received after the specified closing date and time will not be considered.

The proposal must include the following or the proposal will be rejected. The

**CORPORATION OF THE TOWN OF HANOVER
REQUEST FOR PROPOSAL 2024-01-BP – HANOVER DEVELOPMENT CHARGES STUDY &
ASSET MANAGEMENT PLAN UPDATE**

requirements outlined in this section are to be answered in the order listed, and in a clear and concise manner. Proposal are limited to 10 pages, excluding forms, schedule, person-hours matrix, transmittal letter, addendums and appendices. A page is defined as a single-sided, sheet of 8.5' by 11' paper. The only exceptions to this will be the project schedules, flowcharts and / or person-hours matrix, which may be submitted on 11" by 17" paper. Proposals are to be typed using a font size no smaller than 11-point (with the exception of footnotes and endnotes). Column format is not to be used. No company brochure is to be submitted.

- a) Completed and signed SCHEDULE A – FORM OF PROPOSAL
- b) Completed SCHEDULE B – PRICE SCHEDULE outlining the upset fee for the two parts of the project. The Total fee will be considered the Upset Limit for the work. Upset Limit means the maximum amount that will be paid by the Town to the proponent to complete the project work irrespective of the time required to complete the assignment.
- c) Acknowledged Addendums.
- d) Transmittal letter, company introduction and an indication of why your company is interested in the project, and your understanding of the scope of work
- e) Project team experience including identification of lead proponent (if applicable), brief description of each firm, organization chart.
- f) Key Personnel - identify key personnel, provide a brief description of experience their guaranteed availability and role in this assignment.
- g) Project Understanding & Approach- description of the tasks in the proposed work plan to complete the assignment, description of your understanding of the project purpose, objectives and related success factors, provision of a Detailed Project Management Plan including methodology in undertaking the project and a description of deliverables, critical path outline for study outlining the timing of meetings and delivery of Progress Reports, project management approach and QA/QC program
- h) Detailed schedule - provide a hardcopy of a proposed schedule to complete all major deliverables, tasks in the proposed work plan as well as a person-hours matrix with fees, outlining the hours each team member has allocated to each of the tasks in the proposed work plan;
- i) Relevant Experience | List of Projects - list of a minimum of 3 similar projects

undertaken by each member firm of the Project complete with reference names and contact information which the Municipality can contact.

- j) Commitment letters – appended letters of commitment from member firms on their own letterhead and signed by an officer of the company reaffirming their commitment to this assignment;
- k) Resumes – appended 2-page maximum per person, of key staff and their roles.
- l) Project Pricing | Cost for Services – cost breakdown by major deliverables; hourly rates for key personnel and support team members that shall be effective for the duration of the project shall be provided; person-hours matrix with fees is to be included with h) above; total budget for fees and disbursements to complete all the tasks listed in this RFP are to be included;
- m) Guarantees/warranties (if applicable)
- n) Additional information the proponent deems is pertinent to note for this project
- o) Provide **Four (4) hard copies** and **One (1) digital copy** on an USB key, in Adobe PDF format. **One hard copy shall be marked “Original”**. In the event of a conflict or inconsistency between the hard copy and the electronic copy of the Proposal, the “Original” hardcopy shall prevail

5.3. Right to Accept or Reject Proposals

The Town, at its sole discretion, reserves the right to accept or reject any or all proposals. The Town reserves the right to waive any irregularities in any proposal, and to request clarification and additional information on any proposal.

The lowest price or any proposal will not necessarily be accepted. The proposal shall not be construed as an agreement to purchase goods or services.

Late proposals will not be accepted.

5.4. Purchasing Procedures for Vendors

Please refer to SCHEDULE C – PURCHASING PROCEDURES for Town of Hanover By-Law No. 2459 purchasing procedures.

5.5. AODA Compliance

Proponents shall ensure that its employees, agents, volunteers, or others

engaged by the Proponent in the delivery of the services contemplated under this Project receive training in accordance with Section 6 of Ontario Regulation 429/07, Accessibility Standards for Customer Service and Section 7 of Ontario Regulation 191/11, Integrated Accessibility Standards Regulation made under the *Accessibility for Ontarians with Disabilities Act, 2005* (the “**AODA**”)

5.6. Addendum to RFP Document

Any revisions, deletions, substitutions and additions to the RFP material shall be prepared in writing. Consideration may be given to the extension of the closing date. An advertisement setting out the new closing date shall be inserted in the publications originally used to advertise the RFP. A copy of each addendum, including extension information, shall be emailed to each proponent and acknowledgement of the addendum(s) must be included in the submitted proposal. A copy of each addendum shall also be stapled to each set of RFP documents not yet distributed. Proponents who have submitted proposals prior to the release of an addendum shall be given the opportunity to withdraw and resubmit their proposal.

When in the opinion of the Town it is advisable to cancel an RFP, an advertisement shall be inserted in the same publications originally used stating that the request for proposals has been cancelled, the reason for such cancellation, and whether or not the request for proposals will be reissued. Each proponent shall be mailed written notice of cancellation of the contract and all proposals received shall be returned unopened to the proponent.

5.7. Adjustments to Proposal

Adjustments by telephone, fax, email or letter to a submitted proposal will not be considered. A proponent desiring to adjust a proposal shall withdraw the proposal and/or supersede it with a later proposal submission, prior to the specified proposal closing date and time.

5.8. Freedom of Information and Protection of Privacy Act

The Town is required by law to adhere to the requirements of the Freedom of information and Protection Privacy Act, as amended. Any proponent who requires that the information in this proposal be kept confidential shall explicitly advise the Town of that fact by stamping or boldly marking the information as “CONFIDENTIAL”. Release of any information not marked as confidential will be compliance with the Town’s policies and procedures. Proposal results may

be reported to Council and the reports are released for public information.

5.9. Errors and Omissions

It is understood and acknowledged that while this RFP includes specific requirements, a complete review is required. Minor items not herein specified but reasonably required shall be provided by the successful proponent if specified. Any misinterpretation of requirements within this proposal shall not relieve the bidder of the responsibility of providing the service aforesaid.

5.10. Municipal Information Waiver

All information contained in this document and any potential subsequent addenda with respect to operations, qualities, values, description of properties, losses etc., are reasonably and realistically accurate to the best of the Town's knowledge however, accuracy is not guaranteed by the Town.

5.11. Expense Incurred

Submissions are made at the sole expense of the Proponent and the Town takes no responsibility for any expense incurred by a Proponent in preparing and submitting its proposal.

5.12. Conflict of Interest

Proponents must ensure that they are not in a position that may be perceived as a conflict of interest.

5.13. Legal Proceedings with the Municipality

No proposals will be accepted from any Proponent which has a claim or has instituted a legal proceeding against the Town or against whom the Town has a claim or instituted a legal proceeding with respect to any previous contract, bid submission or business transactions.

5.14. Rights Reserved

The following rights are reserved by the Town:

- This request does not commit the Town to award a contract for this RFP. The Town shall not be liable for any expense, loss or damage incurred or suffered by any Proponent as a result of a non-award of this proposal call;
- The Town reserves the right to ultimately select, in its own best judgement, and at its sole discretion the firm it deems best

qualified to carry out this agreement. The Town's determination will be final and not open to review or challenge, whether it is alleged that the selection is arbitrary or otherwise not in accordance with standard trade practice;

- The Town reserves the right to cancel, terminate or withdraw this proposal call at any time or to accept or reject all or any part of any proposal;
- The Town reserves the right to retain all proposals submitted and to employ any concepts contained in a proposal regardless of whether or not that proposal is selected;
- The proposal with the lowest or any proposal will not necessarily be accepted; and,
- The Town reserves the right to enter into further discussions in order to obtain information that will allow the Town to reach a decision with a Proponent, and to waive irregularities and omissions if, in doing so, the best interest of the Town will be served.

6. Evaluation and Selection Criteria

- 6.1.** Proposals will be assessed on the basis of information provided by the Proponent at the time of submission.
- 6.2.** Proposals will be evaluated by a team composed of Town staff.
- 6.3.** It is the responsibility of Proponents to provide sufficient information in their proposal to demonstrate abilities. Proponents are advised that the organization and thoroughness of their response is critical to the evaluation process. All required information should be furnished and presented in an organized, comprehensive and easy to follow manner.
- 6.4.** Proposals will be evaluated based on the following criteria. The project will be awarded to the Proponent who, in the sole judgement of the Town, provides the best overall value.

**CORPORATION OF THE TOWN OF HANOVER
REQUEST FOR PROPOSAL 2024-01-BP – HANOVER DEVELOPMENT CHARGES STUDY &
ASSET MANAGEMENT PLAN UPDATE**

Criteria	Weight
Understanding of project goals & objectives	20 points
Project Plan & Schedule	20points
Project Team & Experience with similar projects	25 points
Cost	25 points
References	10 points

**CORPORATION OF THE TOWN OF HANOVER
 REQUEST FOR PROPOSAL 2024-01-BP – HANOVER DEVELOPMENT CHARGES STUDY &
 ASSET MANAGEMENT PLAN UPDATE**

Schedule A – Form of Proposal

1.	Name of the Proponent	
2.	Address	
3.	Contact Individual, Position	
4.	Office Phone #	
5.	Mobile #	
6.	Email Address	
7.	WSIB Account #	
8.	HST Account #	

Schedule B - Statement by Proponent

1. I/We have reviewed all terms and conditions of all forms included as part of this Request for Proposal.
2. I/We have read and understand all of the terms and conditions of the forms included as part of this Request for Proposal.
3. I/We understand that if our bid is successful, all requirements of the successful Proponent as outlined in this Request for Proposal document will be completed by the time and in the format required.

Dated at _____ this _____ day of _____, 2023

 Witness

 Signature of Authorized Person

 Position

**CORPORATION OF THE TOWN OF HANOVER
 REQUEST FOR PROPOSAL 2024-01-BP – HANOVER DEVELOPMENT CHARGES STUDY &
 ASSET MANAGEMENT PLAN UPDATE**

Schedule B – Price Schedule

Name of Proponent _____

Description	Cost (Canadian Currency) (excluding HST) UPSET LIMIT
1. Development Charges:	
a) Completion of Study including preparation of a Development Charge By-law and associated rate schedule.	\$
b) Disbursements and Miscellaneous Fees	\$
c) Total – Development Charges Study	\$
2. Asset Management Plan:	
a) Review & Update	\$
b) Disbursements and Miscellaneous Fees	\$
c) Total – Asset Management Plan Review & Update	\$

The Total fee will be considered the Upset Limit for the work. Upset Limit means the maximum amount that will be paid by the Town to the proponent to complete the project work irrespective of the time required to complete the assignment.

The proposal submission is to remain firm for acceptance for a period of thirty (30 days from date of closing).

**CORPORATION OF THE TOWN OF HANOVER
REQUEST FOR PROPOSAL 2024-01-BP – HANOVER DEVELOPMENT CHARGES STUDY &
ASSET MANAGEMENT PLAN UPDATE**

**Schedule C - Purchasing Procedures for Bidders Submitting Tenders
Schedule 'C' to By-law 2459-04**

The following are the general purchasing procedures for The Town of Hanover that are to be included as an attachment to all bid documents. All bidders must adhere to the following procedures.

1. The following procedures shall be followed explicitly. Changes to any of these procedures shall be done only in writing by the Department Head/designate responsible for such bid document, to be given to all persons bidding. Copies of these procedures shall be given to every person intending to submit pricing for goods or services and a statement shall be signed and submitted with every bid submission that these procedures have been read and understood by the bidder.
2. All bid submissions must be properly signed and sealed or witnessed and placed in an envelope and submitted to the Department Head/designate to the location detailed in the bid document, before 2:00 p.m. local time on the specified date as stated in the bid document.
3. All submitted bids shall have the date and time of receipt noted on the face of the envelope.
4. Bids received later than the time specified will not be accepted, regardless of any postal seal date and such bids will not be opened and will be returned by regular registered mail or picked up by the owner from the office where bid was received.
5. All bids shall be submitted in one envelope and shall contain all of the bid documents required at time of closing as stated in the bid document. The Submission Label must be completed in full by the bidder. Envelopes will not be supplied.
6. All bids will be opened at a time announced by the Department Head responsible/designate as soon after the closing as is practical. Such bid opening shall be open to the public and the Department Head/designate responsible and the Treasurer/designate shall attend at such opening.
7. Upon opening, if the envelope does not contain the appropriate documentation as required, the bid will be declared as informal. The Department Head/designate and the Treasurer/designate will review the bids immediately after bid closing. If it is confirmed that the bid does not comply with the requirements at time of closing, the bid will be rejected. Written confirmation of the bids rejected will be forwarded to the bidder by the Department Head.
8. When the Department Head /designate checking bid submission compliance is satisfied that the bid submission contains the proper forms and information, the total price bid will be quoted publicly. All bid compliancy will again be reviewed by the

**CORPORATION OF THE TOWN OF HANOVER
REQUEST FOR PROPOSAL 2024-01-BP – HANOVER DEVELOPMENT CHARGES STUDY &
ASSET MANAGEMENT PLAN UPDATE**

Department Head.

9. No announcement concerning the successful bid will be made at the opening. A complete report and analysis shall be prepared by the appropriate Department Head or Consultant as the case may be, to be submitted to Committee and/or Council for a decision.
10. Bidders shall carefully examine and study all of the bid documentation, drawings, specifications, site of the work (if applicable) etc., in order to satisfy themselves by examination as to all conditions affecting the contract as the detailed requirements to fulfill the contract.
11. The Corporation of the Town of Hanover reserves the right to reject any or all bids for any reason whatsoever and to accept any bid considered best for its interest.
12. Any bidder will be permitted to withdraw his/her unopened bid submission after it has been deposited with the Department Head, provided such request for withdrawal is received in writing prior to the time appointed by the Department Head for the opening of such bids.
13. More than one bid submission from an individual firm, partnership, corporation or association under the same or different names will not be considered. Collusion between bidders will be sufficient cause for rejection of all bids so affected.
14. The bidder may submit alternative prices on any item for consideration. The Corporation reserves the right to waive informalities at its discretion. The Corporation shall be the sole judge of such matters.
15. Bids which are incomplete, conditional or obscure, or which contain additions not called for, erasures, alterations or irregularities of any kind, may be rejected as informal. The bidder may, however, submit alternative prices on any item for consideration. The Corporation reserves the right to waive informalities at its discretion.
16. Bids containing prices that are unbalanced and are likely to affect adversely the interest of the Corporation, may be rejected. The Corporation shall be the sole judge of such matters.
17. Should a bidder find discrepancies in, or omissions from the bid documents, or should he/she be in doubt as to meaning, he/she shall clarify them with the appropriate Department Head or Consultant as the case may be, who may send an addendum to all bidders. No oral explanation or interpretation.
18. All bids must be on the form supplied by the Town and be signed and sealed by the bidder. A bid submitted by a Corporation shall bear the Corporation Seal and the signature of a duly authorized officer or officers who may be required to present

**CORPORATION OF THE TOWN OF HANOVER
REQUEST FOR PROPOSAL 2024-01-BP – HANOVER DEVELOPMENT CHARGES STUDY &
ASSET MANAGEMENT PLAN UPDATE**

evidence of his/her or their authority to sign. Where a bid is a joint venture, they shall comply individually with this direction.

19. Where sub-trades are to be used, a complete list showing sub-trade name, owners, phone numbers and addresses shall accompany the bid submission. The amount of indebtedness to the sub-trade for works to be performed shall be clearly shown on the list. Sub-trades may be changed by the main contractor but only on written approval by the appropriate Department Head or the Consultant of the Town.
20. The Contractor shall insert the firm's WSIB account number in the space provided on the Bid Form (as applicable). This number is required in order to verify the firm's standing with the Board at the time of the recommendation to award this contract.
21. Any contingency allowance to be included shall be stated by the Town and no bidder shall include any contingency allowance in any bid.
22. The estimate of quantities as shown in the bid document shall be used as a basis of calculation upon which the award of contract will be made. These quantities are not guaranteed to be accurate and are furnished without any liability on the part of the Corporation.
23. Whenever in a bid submission the amount bid for an item does not agree with the extension of the estimated quantity and the bid unit price, the unit price shall govern and the amount of the total bid price shall be corrected accordingly.
24. The unit price or lump sum price for all items in the Schedule of Quantities and Unit Prices shall be deemed to be full compensation for all the works including all necessary labour, equipment and materials specified in the Special Provisions, standard specifications and supplemental specifications.
25. The appropriate Department Head will notify the successful bidder of the contract award within two to five business days after the Council meeting that considers the bid.
26. When bid deposits are a requirement of the bid document, they must be submitted in full compliance of the bid and in adherence with the following:
 - 26.1 It is noted that the bid deposit cheque, money order or bid bond is a guarantee that the contractor or supplier will execute a contract agreement with the Town for the delivery of the services, material or equipment provided for in the applicable bid document. In the event that a bidder or contractor fails to execute a contract agreement or supply the requested documentation with the Town when requested to do so, the bidder shall be deemed to be in default and the Town will have full unencumbered right to cash any bid deposit cheque or money order or act upon a bid bond in its possession relating to the specific bid document for default of the bidder and the Town has full,

**CORPORATION OF THE TOWN OF HANOVER
REQUEST FOR PROPOSAL 2024-01-BP – HANOVER DEVELOPMENT CHARGES STUDY &
ASSET MANAGEMENT PLAN UPDATE**

unfettered rights to use the funds in its sole discretion and any bidder who has defaulted as herein shall have no claim whatsoever against the Town for such action taken by the Town.

- 26.2 All cheques, bonds, letters of credit or money orders shall be payable to the Corporation of The Town of Hanover. The Town of Hanover, within ten (10) days after the close of the bids shall return all bid deposits except the lowest bid and the next lowest bid unless some anomalies are found in the analysis of the two lowest bids in which case the third lowest bid deposit will be retained. The

bid deposits retained by the Town shall be released after execution of the contract agreement and submission to the Corporation of all documents required for the contract. If the bidder refuses or neglects to execute the contract agreement or to submit the required documents as specified by the Town in its bid documents within three weeks after the date of contract award, the Corporation at its sole discretion, may cash the deposit and such deposit shall be subject to forfeiture.

- 26.3 Bidders shall note that no interest will be paid on any bid deposit.

- 26.4 Agreement to Bond shall be in a form established by The Town of Hanover if a format is provided in the bid document. If not, the format provided by the bonding company is sufficient.

27. After notification of award, the successful bidder will be responsible for adhering to the following as applicable to the bid document requirements:

- 27.1 The successful bidder shall be bound to execute the contract agreement and to file satisfactory bonds, insurance policies and WSIB clearance letter, as required herein, with the Corporation within three weeks of the date of contract award and shall be maintained until contract completion.

- 27.2 Failure to execute the contract or to file satisfactory bond, insurance policies and WSIB clearance letter as required by the bid document within the specified time period shall be just cause for the cancellation of the contract award and the forfeiture of the bid deposit to the Corporation, not as penalty, but in liquidation of damages sustained. The Corporation shall then have the right to award the contract to any other bidder or to reissue the bid document.

- 27.3 Upon award of the contract, and where required the Contractor must furnish to the Corporation, at his/her cost, a Performance Bond in the amount specified in the bid documents. Such bond must be satisfactory to the Corporation.

- 27.4 The Performance Bond shall unconditionally guarantee that the work will be satisfactorily completed or materials supplied or both within the terms of the

**CORPORATION OF THE TOWN OF HANOVER
REQUEST FOR PROPOSAL 2024-01-BP – HANOVER DEVELOPMENT CHARGES STUDY &
ASSET MANAGEMENT PLAN UPDATE**

contract up to the face value of the bond. In other words, the bonding company will be liable whenever the Contractor is liable. Without limiting the generality of the foregoing, such bond shall cover extensions to the contract, modifications thereof, and twelve-month maintenance guarantee.

The bonding company shall NOT replace a prime Contractor or Sub-Contractor without prior approval of the appropriate Department Head or Consultant of the Town.

- 27.5 Upon award of the contract, the Contractor must furnish to the Corporation, at his/her cost, a CERTIFIED copy of a liability insurance policy as detailed in the bid document. All minimum coverage is detailed below:
- \$2 million – general liability and automobile liability policies;
 - \$2 million – homeowners (e.g. for rental of facilities);
 - \$5 million – general liability and automobile liability policies – for contract work done for The Corporation;
 - \$2 million – professional errors and omissions liability;
 - Builder’s Risk – the amount of the project cost.

Such policy shall contain:

- 27.5.1 a “Cross Liability” clause or endorsement;
- 27.5.2 an endorsement certifying that The Town of Hanover and (insert bidder) is included as an additional named insured;
- 27.5.3 an endorsement to the effect that the policy or policies will not be altered, cancelled or allowed to lapse without thirty days prior written notice to the Corporation.

- 27.6 The Contractor’s Liability Insurance Policy shall not contain any exclusions of liability for damage, etc. to property, building or land arising from:

- 27.6.1 the removal or weakening of support of any property, building or land whether such support be natural or otherwise;
- 27.6.2 the use of explosives for blasting;
- 27.6.3 the vibration from pile driving or caisson work, provided that the minimum coverage for any such loss or damage shall be \$5,000,000.00

- 27.7 The Liability Insurance Policy and/or endorsements shall be satisfactory to the Corporation.

- 27.8 If required upon award of contract, the Contractor shall maintain and pay for a Builder’s All Risk Policy satisfactory to the Corporation in the joint names of the Corporation and the Contractor, in the amount of 100 percent of the total value of the contract. All monies paid under such insurance shall be received by the Corporation, which shall pay as much of it as may be required for the purpose of replacing, rebuilding, or repairing the work and all such material

**CORPORATION OF THE TOWN OF HANOVER
REQUEST FOR PROPOSAL 2024-01-BP – HANOVER DEVELOPMENT CHARGES STUDY &
ASSET MANAGEMENT PLAN UPDATE**

which has been damaged, or destroyed according to the appropriate Department Head or Consultants certificate and the balance, if any, shall be paid to the Contractor on completion. Such replacing, rebuilding, repairing and completion shall be carried out in every way subject to the terms and conditions of the contract. The Builder's All Risks Policy shall remain in the custody of the Corporation and shall be kept in force by the Contractor until the work has been completed and accepted in writing by the appropriate Department Head of the Town.

- 27.9 The successful bidder must submit the necessary performance bond and certified copies of insurance policies in accordance with the contract requirements prior to any construction on site. No work is to commence until the required documentation is received and approved by the Town.
- 27.10 The Contractor shall provide and maintain the necessary first aid items and equipment as called for under the First Aid Regulations of the Worker's Compensation Act and Occupational Health and Safety Act as applicable to the scope of work.
- 27.11 The successful bidder shall deal with claims of any nature immediately including insurance claims, complaints from subtrades, etc. If a claim is settled to the satisfaction of the claimant, the successful bidder shall submit to the appropriate Department Head, a copy of the claimant's release.
- 27.12 Occupational Health and Safety Act and amendments thereto.
- 27.13 Payments to the Contractor, holdbacks and their release, and certificate of substantial performance and completion under this contract shall be in full compliance with the provisions of The Construction Lien Act, R.S.O. 1990.
- 27.14 In his/her bid price, the Contractor shall be deemed to have made due allowance for the publication of a copy of the certificate of substantial performance of the contract in the Daily Commercial News within seven days of receipt of the said certificate, in order to facilitate the hold back release under the substantial performance certificate.
- 27.15 Successful bidders shall be responsible for all permits.
- 27.16 The contract must be completed by the time specified in the bid submission or as agreed upon in the contract.