REQUEST FOR PROPOSAL

#18-003: Academic Centre Addition Design/Build

RENISON UNIVERSITY COLLEGE

Issue Date: July 18, 2018
Mandatory Site Meeting: 2:00 PM, Wednesday, August 8, 2018
Questions arising due: 2:00 PM, Friday, August 17, 2018
Proposals due/closing date: 2:00 PM, Friday, September 21, 2018

Renison University College
240 Westmount Road North,
Waterloo, Ontario,
N2L 3G4
KEY DATA SHEET

| Proposal For: | Renison University College (the “College” or “RUC” or “Renison College”) |
| Scope of Work: | Architectural Design Services and Contract Administration Services for an Addition to the Academic Centre |
| Closing Date and Time: | 2:00 PM, local time, Friday, September 21, 2018 |
| Contact: | James Robson, Director of Facilities |
| Mandatory Site Visit: | 2:00 PM, local time, August 8, 2018 |
| Bids to be Delivered to: | Renison University College Reception 240 Westmount Road North, Waterloo, Ontario N2L 3G4 |
| | One hard copy and one digital copy of your submission in Word or PDF is required. A receipt will be issued. |

RFP—ARCHITECTURAL DESIGN SERVICES AND ADDITION TO RENISON UNIVERSITY COLLEGE ACADEMIC CENTRE

Terms of Reference

This Request for Proposals (the “RFP” or “Proposal”) sets out the instructions for submitting Proposals, outlines the scope of work and the procedure by which the Consultant will be evaluated and selected.

Preamble

The College’s objective is to increase teaching and administrative space to the Academic Centre. The College, through this RFP invites qualified and experienced Engineering and/or Architectural Consulting Firms to respond.

Background

Renison University College is located at 240 Westmount Road North and is affiliated with the University of Waterloo. The Academic Centre is a mixed use addition dating to 2006. The addition contains six classrooms, an International Centre, Ministry Centre, Library and is a busy thoroughfare.
Since the addition was commissioned, Renison College’s enrolment and special activities have increased. The College wishes to pursue the option of the third floor which was envisaged during initial design and construction.

**SCOPE OF WORK—PHASE ONE—ARCHITECTURAL DESIGN SERVICES AND COST**

The scope of work for Phase One, Architectural design services, of this project is as follows:

Identify work to the existing structure to ensure the following requirements are incorporated into the design and plans:

- All current provisions of the Ontario Building Code, including updated barrier free provisions
- All applicable provisions of the Design of Public Spaces Accessibility standard passed under authority of the *Accessibility for Ontarians with Disabilities Act*, AODA 2005 and subsequent amendments
- All best practices for accessible design standards such as CSA B6512-04 “Accessible Design for the Built Environment” and the Final Proposed accessible Built Environment standard developed under authority of the *Accessibility for Ontarians with Disabilities act*, AODA 2005 and subsequent amendments.

1. **Consult with the Renison University College Design Team to:**
   
i. produce a presentation-ready schematic;
   
ii. attend meetings with the Renison Team or public to produce three major revisions to the initial schematic;
   
iii. following the consultation, produce Construction ready drawings for:
      
      - a large multi-purpose classroom that may be reconfigured to support small classes and large special functions with storage
      - a series of offices to support Executive functions of the College which include an appropriate waiting area
      - one private washroom and small staging area for Food Services, one I/T closet, one janitorial closet
      - An optional rooftop garden/casual meeting area with restricted access
      - Two universal toilet rooms and one private washroom
      - Elevator

*N.B. Provisions for HVAC, currently situated on the roof and other existing conditions shall be dealt with in a manner that allows continued occupancy of the existing structure during construction without material interruption. A plan to maintain water tightness during the whole of the demolition and construction must be considered and strictly adhered to.*

2. **Provide Class A estimate** of construction costs. The estimate will incorporate, at a minimum, the following expenditures:

- Detailed demolition drawings including provision of temporary HVAC and other pre-existing conditions (access, power, water tight/weatherproof conditions etc.)
- Detailed floor plans
• Structural plans, notes, sections, and details fully describing the structural building requirements
• Finish schedule and notes
• Special details and conditions (millwork, handrails, keyless access, cctv, etc.)
• Mechanical plans, notes, sections and details fully describing the plumbing, HVAC, and fire protection requirements
• Electrical plans, notes, sections and details fully describing the electrical communications and equipment requirements
• Project specifications, completely describing materials and performance requirements;
• Details, schedules and notes to be used in the construction of the project

SCOPE OF WORK—PHASE TWO—CONSTRUCTION (STIPULATED PRICE)

The scope of work for Phase Two, Construction of the project requires the Consultant to undertake the site preparation, site accessibility during demolition and construction, demolition, permitting construction, completion of the project in accordance with the approved construction drawings and approved price from Phase 1 of the Scope of Work and all documentation (warranties, as built drawings etc.). As part of the Scope of Work Phase Two, the Consultant and RUC will prepare a detailed list of all Consultant obligations encompassing all matters to be dealt with by Consultant in respect of all facets of the project construction including ensuring timely and transparent communication between RUC and Consultant (reporting, site meetings, progress reports etc.) and establish protocols for changes to construction drawings and change orders, inspections, quality and quantity surveys/confirmations and payment certification, and other relevant matters:

Consultant Qualifications

Only firms licensed to practice architecture or engineering in the Province of Ontario shall be considered for this assignment. In order to be considered qualified the Consultant must also have recent experience with work of a similar nature and scope as well as the physical and financial resources to sustain and complete the work.

The College reserves the right, prior to award of any Contract, to make such investigations and request such further information it deems necessary to ensure the Consultant possesses the necessary experience, physical and financial resources to complete the work of the contract to the satisfaction of the College.

The Consultant shall employ only skilled and competent staff with the required experience and qualifications relevant to the proposed work, under the supervision of a senior staff member, to perform the work contemplated under this assignment. The Consultant shall employ staff for the following identified positions, with the years of experience specified, to perform the work contemplated herein.

The College reserves the right to short list proponents and invite proponents to meet with the Evaluation Team for the purposes of an interview or presentation, should this be deemed necessary by the Evaluation Team. If required, Consultants will be scored on an objective basis and this score will be added to the matrix below in order to determine the successful Consultant.

Consultants may be contacted to explain their Proposals; however, they will not be permitted to alter information as submitted.
Note: Commencement of construction shall be contingent on budget approval by Renison University College.

REISON UNIVERSITY COLLEGE
RFP
PHASE ONE: ARCHITECTURAL DESIGN SERVICES and
PHASE TWO: CONSTRUCTION (STIPULATED PRICE) for
THE ADDITION OF A THIRD FLOOR TO THE ACADEMIC CENTRE

Information and Instructions

1. DEFINITIONS:

Hereinafter, each company receiving this RFP is referred to as a “Consultant” and/or “Consultant” and/or “Company”, a Consultant’s proposal in response to this RFP is referred to as a “Proposal” the services, goods and other obligations of the Consultant to be supplied under this RFP is referred to as the “Work” and Renison University College shall hereinafter be referred to as the “College” or “RUC.”

2. ISSUING OFFICE:

Renison University College
Facilities Department
240 Westmount Rd. N.,
Waterloo, Ont.,
N2L 3G4
Attention: James Robson
Email: rjrobson@uwaterloo.ca

3. CLOSING DATE AND TIME:
Proposals, signed by the Consultant’s authorized representative must be received by the Issuing Office, on or before 2:00 pm, local time, on Friday, September 21, 2018.

4. PROPOSAL SUBMISSION:

The original copy of the Consultant’s Proposal along with four (4) additional copies and one (1) digital copy (in PDF format), and signed by the Bidder’s authorized representative must be submitted to the Issuing Office on or before the closing date. Fax or electronic replies will not be accepted.

Consultants may not make modifications to their Proposals after the closing date and time except as may be allowed by the College. The College may reproduce any of the Proposals and supporting documents for internal use.

The College will not be obligated in any way by the Consultant’s Proposal. The College will not return any of the Consultant’s Proposals or supporting documents to the Consultant.

5. PROPOSAL COSTS:

The Consultant has the sole responsibility for any costs associated with preparing its Proposal in response to this RFP. In no event will the College be responsible for the costs of preparation or submission of any Proposal.

6. IRREVOCABLE OFFER

Proposals submitted to the College shall constitute a valid and irrevocable offer which is open for acceptance by the College from and after submission until the expiration of the 90th day following the Closing Date and time specified in Item 3.,

The RFP does not create a Proposal process. This RFP is not an invitation for an offer to contract and is not an offer to contract made by the College. By this RFP, the College reserves to itself the right, in its sole and absolute discretion, to consider and analyze the Proposals, select a preferred Consultant and negotiate with all or any of the Consultants and sign an agreement with the preferred Consultant or not sign an agreement with any one at all.

Without limiting the generality of the foregoing, the College reserves the right to:

a) reject any Proposal whether or not complete and whether or not it contains all the required information;
b) require clarification of the Proposal;
c) request additional information on any Proposal;
d) reject any and all Proposals without any obligation of compensation or reimbursement to the Consultants; re-advertise for new submissions or Call for Proposals for this work or the work of a similar nature;
e) negotiate with any one or more of the Consultants with respect to any aspect of the RFP, this process, mandatory requirements or otherwise with respect to the Proposal;
f) the College may, in its sole and absolute discretion, independently verify any
information in any submission;
g) accept any proposal notwithstanding it may not be the lowest priced Proposal.

The College reserves the right to debrief both the successful and unsuccessful Consultants after the announcement of the selected Consultant.

Where ever the words “will”, “shall” or “must” are used in this RFP, the College will have the option of waiving this as a mandatory requirement as it is intended the Proposals be subject to review and negotiation and not all options may be known to the College at this time. Therefore, the College must have the ability to waive what otherwise appear to be mandatory requirements in the appropriate situation as determined by the College.

7. INQUIRIES AND CHANGES:

Any inquiries regarding the Proposal should be directed to:
James Robson
Director of Facilities,
Renison University College,
e-mail: rjobson@uwaterloo.ca

It is the responsibility of each Consultant to inquire about and clarify any requirements of this RFP, which are not understood.

Consultants must obtain their own information on all matters and things that may in any way influence them in making their Proposals and fixing prices.

Consultants must satisfy themselves in all respects as to the risks and obligations to be undertaken by them.

If a Consultant discovers any inconsistency, discrepancy, ambiguity, errors, or omissions in this RFP, it must notify the College’s Representative, who may, if necessary, send written addenda to all.

The College may, at any time, make and stipulate changes to this RFP.

The College may provide additional information, clarification or modification by written addenda. All addenda shall be incorporated into and become part of this RFP. The College shall not be bound by oral or other information, explanations or clarifications not contained in written addenda.

8. CLARIFICATION OF PROPOSALS/VERIFICATION OF INFORMATION

The College, without liability, cost or penalty, may, in its sole discretion at any time after Proposal submissions, seek clarification from any Consultant, either in writing or during any meetings or presentations with respect to its Proposal. Without limiting the generality of the foregoing, the College may, in its sole discretion, request a Consultant to confirm in writing any statement made by the Consultant during any presentation or demonstration, in which case the Consultant will promptly provide such written confirmation to the College within the time specified by the College. Any written
The information received by the College from a Consultant in response to a request for clarification from the College shall be considered an integral part of the Consultant’s Proposal. Without prejudice to its right, the College may request clarification if any Consultant’s intent is unclear or the Proposal is unclear or the College may waive or request amendments where in the opinion of the College there is an irregularity or an omission in the information submitted in the Proposal.

The College may verify any Consultant’s statement or claim for whatever means the College deems appropriate, including contacting references other than those offered by the Consultant. The College may reject any Consultant’s statement or claim if, in the judgment of the College, the statement or claim is unwarranted or not credible. The Consultant shall cooperate with the College in its attempt to verify any such statement or claim.

9. SELECTION PROCESS

Because the College bases any decision to award a contract on the Proposals submitted, Consultants should include all requirements, terms and conditions it may have in their Proposal, and should not assume that any opportunity will exist to add such matters after the Proposal is submitted.

The College reserves the right, at its sole discretion, to negotiate with any Consultant as it sees fit, or with another Consultant or Consultants concurrently. In no event will the College be required to offer any modified terms to any other Consultant. The College shall incur no liability to any other Consultant as a result of such negotiations or modifications.

The College shall have the right to negotiate with each and every Consultant the terms and conditions of their Proposal, the details of the contract and the inclusion or exclusion of all or any portion of the Work called for under the proposed services in this RFP. Negotiations may take the form of adding, deleting or modifying requirements to obtain the best possible price. There is no obligation to negotiate with only one Consultant to the exclusion of the other Consultants or any Consultant.

10. BASIS OF SELECTION

The following may be considered in selection:

a. The College will not necessarily accept the lowest price or any Proposal. Any implication that the lowest or any Proposal will be accepted is hereby expressly negated and denied.

b. Any features or advantages, which are unique to the Consultant’s Proposal, which the College has not listed in the requirements.

c. The Consultant’s financial Proposal.

d. The Consultant’s relevant experience, qualifications of key personnel assigned to this project and evidence of at least three (3) successful prior projects providing Work of the type described in the Phase One and Phase Two of the requirements.

e. The quality of the Proposal, specifically: Proposals shall be prepared in a straightforward manner, and shall describe the Consultant’s offering(s) and capabilities in a format that is reasonably consistent, comprehensible, and appropriate for the purpose.

f. The contractual terms proposed by the Consultant, which would govern any contractual relationships with the College.

g. The Consultant’s references (if requested) from institutions which are comparable to the College.

h. Such other matters as the College deems in its sole and absolute discretion appropriate
11. EVALUATION OF PROPOSALS

The evaluation of the Proposals will be conducted by the College’s Project Team and shall involve an evaluation of all Proposals submitted by Consultants that meet the mandatory requirements.

Phase One and Phase Two will be evaluated using the same criteria according to the weighting factor described in the Evaluation Criteria Table and the individual score for Phase One and Phase Two will be added to determine the overall evaluation score.

The College reserves the right to review any and all requirements of submissions received in response to this RFP.

All information contained in submissions may influence selection criteria in addition to or as part of the weighting factor described in the Evaluation Criteria Table.

In evaluating any of the categories, the score to be ascribed to the category shall be determined by the College Project Team in its sole and unfettered discretion given that these are often subjective matters, that there is no requirement on the part of the College to use any formulas or mathematical approach and that the College’s opinion and assessment of each Proposal is to be determined by the College in its sole and absolute discretion and to be final and impeachable.

Following the evaluation process, the College reserves the right to accept or reject any and all Proposals or accept the Proposal which it deems the most advantageous notwithstanding the scoring of each of the Proposals and has the right to reject any or all Proposals, including specifically any Proposal whose weighting in any one particular category may be unacceptable even though it is weighting in other categories is superior to other Proposals, which could include a Proposal whose financial or cost component is significantly in excess of the obligations the College is prepared to undertake and the College reserves the right to disqualify any Proposal which scores poorly in any category.

<table>
<thead>
<tr>
<th>Evaluation Criteria Table</th>
<th>Weight</th>
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<tbody>
<tr>
<td>Completeness and overall quality of submission</td>
<td>5</td>
</tr>
<tr>
<td>Demonstrated understanding of project scope, objectives, deliverables and critical schedule requirements of this RFP</td>
<td>15</td>
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<tr>
<td>Consultants Team: qualifications, professional designations, experience on similar projects. Qualifications, professional designations, and experience of any Specialist Consultant named to the project team such as Structural, Mechanical, Electrical and Accessibility</td>
<td>20</td>
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<tr>
<td>Accessibility Design criteria and features</td>
<td>10</td>
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<tr>
<td>Demonstration of successful completion of a minimum of three similar projects. References from Clients may be included in submissions</td>
<td>15</td>
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<tr>
<td>Professional Services Fee Proposal including detailed cost breakdown and estimate. Hourly Rate and Disbursements.</td>
<td>45</td>
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12. INDEMNIFICATION

The successful Consultant agrees to indemnify and hold harmless the College, its Board of Governors and its respective individual Directors, Officers, Employees and Agents from and against all suits, judgments, claims, demands, expenses, actions, causes of action and losses (including, without limitation legal expenses on a full indemnity basis and any claim for lien made pursuant to the Construction Lien Act, or any successor legislation), and for any and all liability for damages to property and injury to persons (including death), and for any incidental, indirect, special or consequential damages or any loss of use, revenue or profit as a result of or arising out of or in relation to the performance by the Consultant under or any breach of the terms of the Agreement by the Consultant or arising from or relating to the RFP including the Consultant’s own or misconduct.

13. RFP OVERRIDES STANDARD TERMS AND CONDITIONS

The terms of this RFP and the Agreement reached pursuant to this RFP with the Contractor supersede the contents of any and all standard terms and conditions contained in the documentation from the Contractor, including those contained in or on the reverse of purchase orders, order verifications, sales receipts or other standard documentation supplied by either the Contractor or any equipment suppliers to the Contractor.

14. CONSULTANT’S STATEMENT OF UNDERSTANDING

It is understood that the Consultants have carefully examined the RFP and all of the documents and have carefully examined the Work to be performed under the Contract if awarded. The Consultant also understands and accepts the said RFP and proposal documents, and for the prices set forth in the Proposal, hereby offers to furnish all labor, machinery, tools, apparatus and other means of implementation, and materials to complete the terms and conditions and requirements in strict accordance with the RFP.

All Consultants will be responsible for reviewing all conditions with respect to Work, including subsurface conditions, access, property use, zoning, environmental conditions, and all other conditions in connection with the Work. There is no representation, express or implied, made as to the accuracy or completeness of any information supplied by the College or any others to any of the Consultants, including whether the information is suitable for the purposes of any Consultant and the College expressly disclaims any and all liability for any errors or omissions in such information or which may be contained in any oral or written communication transmitted or made available to any Consultant and all risk with respect to unknown, undisclosed conditions shall rest with and remain with the Consultants.

The contract shall be governed and interpreted in accordance with the laws of the Province of Ontario.

15. PROOF OF ABILITY/PRIOR EXPERIENCE

The Consultant may be required to show, in terms of experience and facilities, evidence of its ability, as well as that of any proposed subcontractor, to perform the work by the specified delivery date. The
College shall be entitled to take into account as part of its evaluation of any Proposal any past experience that the College has had with any Consultant, whether favorable or unfavourable, and including specifically any contracts, contract disputes, litigation or other experience or dealings whatsoever or reputation that the Consultants may have, or any of them, with such entities.

16. PRICING REQUIREMENT

Prices shall be in Canadian Funds.

All prices bid shall include applicable taxes, customs duty, excise tax, freight, insurance and all other charges of every kind attributable to the work except for Harmonized Sales Tax, as applicable, which shall be shown as extra, unless otherwise specified.

This is intended to be a fixed price contract with no extras. All work required or desired under the terms of this RFP is to be included in the price and the price is not to be subject to adjustment, including due to unknown or undisclosed conditions, increases in costs and taxes, cost of labor, unavailability of labour or materials, increases in cost of materials other than the changes in Harmonized Sales Tax rates. In the event of any discrepancy between the unit price and the extension, the unit price shall govern.

17. EXTRAS

The contract is contemplated of being inclusive of all Work, including due to any unforeseen or unknown conditions in the price quoted. To the extent, however, that any extras are authorized by the College, in addition to this contract, then the price which is extra, shall be agreed upon between the Consultant and the College in advance and if not, if so ordered by the College, shall be performed at the hourly rates set out in the Schedule attached hereto. The Consultant shall not proceed with any Work unless an agreement in writing (by change order or otherwise) has been reached on the price of such extra work and/or the method of determining the cost and price of such extra Work.

18. PERMITS AND APPROVALS

The Consultant shall be responsible for obtaining all necessary permits, approvals and other authorizations for the Work required by any governmental, regulatory or other body having jurisdiction, including the payment of all fees in connection therewith.

19. TERMS OF PAYMENT

The Consultant will submit to RUC's Representative, at least 14 Days before the first payment application, a payment application form showing a breakdown of the Schedule of Prices into the various parts of the Work, confirming that such portion of the Work which is required to be completed in order to receive payment has actually been completed and aggregating the total amount of the Contract Price and divided so as to facilitate evaluation of applications for payment.

The payment application form will be supported by a statutory declaration from an officer of the Consultant and such evidence as RUC's Representative may reasonably require including an updated Construction Schedule and, when approved by RUC's Representative, such first payment application form will be used as the basis for all subsequent payment applications unless at any time during the
performance of the Work such form is found to be in error, in which case the payment application form will be corrected in accordance with the reasonable requirements of RUC's Representative.

RUC shall have the right to withhold from any sum otherwise payable to the Consultant such amount as may be sufficient to satisfy all Construction Lien Act holdbacks and to remedy any defect or deficiency in the Work, pending correction of the same. Any amounts held back pursuant to the Construction Lien Act or any successor legislation shall be paid out once the requirements of that Act for the release of any holdback are met and reasonable proof thereof is provided to RUC.

20. TERM

The term of this RFP shall start on the start date and be fully completed and all Work completed hereunder by the completion date listed in this RFP.

21. DELIVERY

Time shall be material and of the essence with respect to all provisions of this RFP.

The Consultant shall be responsible for completing the contract by the completion date set out in this RFP, or if not, as set out in the Agreement and agreed to as provided in the Proposal.

In no event shall the contract period of time extend beyond the completion date set out in this RFP.

22. ASSIGNMENT

The Consultant shall not assign this RFP, the resulting contract or any portion thereof without the prior written consent of the College which consent may be withheld by RUC at its sole and arbitrary discretion.

23. OCCUPATIONAL HEALTH AND SAFETY

OBLIGATIONS OF CONSULTANT AS “EMPLOYER”

By entering into this Agreement, the Consultant acknowledges its responsibility to meet all of the employer obligations under the Occupational Health and Safety Act (OHS Act) and shall ensure that all work is carried out in accordance with the OHS Act and all applicable regulations. This includes, but is not limited to, the duties to: provide a safe workplace; provide information and educate workers on workplace hazards; appoint a competent supervisor; prepare and provide a health and safety policy, implement a comprehensive health and safety program to support the policy and take every reasonable precaution to protect the safety of workers.

COMPETENT SUPERVISORS

The Consultant shall ensure an adequate number of supervisors are provided and they all satisfy the definition of “competent” as prescribed in the OHS Act.

OHS REPORTS/NOTIFICATIONS
In the event of (i) an accident causing death, (ii) critical injury (as prescribed by O.Reg. 834, R.R.O. 1990, as amended), or (iii) disabling injury to the Consultant’s employee, the Consultant shall notify the City immediately and forward a report within five (5) days of such event.

**NOTIFICATION OF MOL ORDERS/ CHARGES**

The Consultant shall immediately notify the College of any MOL orders or charges issued to the Consultant. Copies of all MOL orders or charges shall be provided immediately to the College.

**24. WORKPLACE SAFETY INSURANCE**

The successful Consultant is required to protect its employees with Workplace Safety and Insurance Board coverage and a valid Certificate of Clearance indicating the project involved must be provided prior to commencement of any Work.

a) The Consultant must submit a copy of a valid and current "Clearance Certificate" from the WSIB with their Proposal, or documentation from the WSIB confirming their exemption.

b) The Consultant, forthwith upon being notified that they are the successful Vendor shall, provide the College with a current and valid “Clearance Certificate” from the WSIB.

c) If the Consultant does not provide a current and valid Clearance Certificate, or proof of exemption, on or before the commencement of the Contract, then at the option of the College, the RFP will be terminated and may be awarded to another Consultant.

d) During the term of the RFP, the Consultant shall ensure that the College has a current and valid “Clearance Certificate”. The College will not pay invoices unless a current and valid “Clearance Certificate” is provided.

e) The College reserves the right to terminate any RFP in the event there is not a current and valid Clearance Certificate and reserves the right to refuse the Consultant access to the jobsite.

f) The Consultant clearly understands and agrees that they are not, nor is anyone hired by them, covered by the College under the Workplace Safety Insurance Act, Employment Insurance Act, or any other act whether provincial or federal in respect of themselves, their employees and operations, and shall, upon request, furnish the College with satisfactory evidence that they have complied with the provisions of any such Acts.

g) The College is not to be deemed the employer of the Consultant or their employees under any circumstances whatsoever or howsoever.

h) The Consultant will file a “Certificate of Clearance” from the WSIB prior to commencing Work. Clearance certificates shall be renewed every ninety (90) days during the term of the Contract.

**25. GENERAL DUTY CLAUSE**
The Consultant shall take all reasonable precautions to meet the requirements for the protection of workers set out in the OHS Act and the regulations made under it.

26. OHS PLAN REQUIREMENTS

The Consultant shall be required to have in place a health and safety policy and to implement a comprehensive health and safety program to support the policy. The successful Consultant will be required to develop an OHS Plan for this assignment, which must address:

a) the Consultant’s provisions for ensuring that an adequate number of supervisors are provided and that they all satisfy the definition of “competent” as prescribed in the OHS Act;

b) the Consultant shall identify the hazards inherent to the work and describe how these hazards will be managed.

c) the information and/or instructions that are to be provided to employees to ensure that all employees are informed of the hazards inherent to the work and understand the procedures for minimizing the risk of injury or illness.

d) the Consultant’s standards for traffic control for work operations and emergencies to ensure public and employee safety.

The Consultant shall describe their procedures for responding to violations identified by the College or the Ministry of Labour under the OHS Act and for fulfilling the notification requirements specified in the contract (e.g. critical injuries, fatalities and MOL Orders).

27. STOP WORK PROVISIONS

The College may stop the work of the Consultant if a contravention of the OHS Act or its regulations is identified and there is an immediate danger to the safety of a worker. This direction will stand (at no additional cost to the College), until the Consultant addresses the contravention and reports back to the College.

If it appears that the Consultant or its employees are violating the OHS Act or its regulations, not following safe work practices, or not performing their proper functions the College shall advise the Consultant immediately, in writing, of the contract requirements and the College’s expectations. The Consultant shall then investigate and correct such default.

28. SUBCONTRACTORS / SUB CONSULTANTS

The Consultant shall ensure that all subcontractors (hired by the Consultant) work in accordance with the OHS Act and its regulations. At a minimum, the Consultant shall include in any of its agreements with subcontractors, the ability to terminate such subcontractors for non-compliance with the OHS Act or its regulations, with the rules and policies of the Consultant or for failing to protect the safety of its workers.

29. STATUTORY DECLARATION
The Consultant must be in a position to sign the included Occupational Health and Safety Statutory Declaration Form prior to commencement of the work. This form certifies that the signatory fully understands and intends to fulfill its obligation as “employer” as prescribed in the OHS Act and its regulations.

30. THE ACCESSIBILITY FOR ONTARIANS WITH DISABILITIES ACT, AODA2005

The Consultant shall comply with all applicable provisions of the Accessibility for Ontarians with Disabilities Act, AODA 2005 and regulations thereto, in effect during the term of any Contract pursuant to this RFP, in respect of all goods or services provided by the successful Consultant on behalf of the College.

These provisions include, but are not limited to ensuring that all of the Consultant’s, contractor’s and sub-contractor’s staff receive training in accordance with:

- Section 6(1) Ontario Regulation 429/07, The Accessibility Standards for Customer Service
- Section 7(1) of Ontario Regulation 191/11, Training on the Ontario Human Rights Code
- Section 7(3) of Ontario Regulation 191/11, Training on relevant sections of the Integrated Accessibility Standards Regulation
- Training relating to and ensuring compliance with the policies, practices and procedures of the College respecting the provision of goods and services to person with disabilities, as may be in effect from time to time during the term of the contract

31. LIMITATION OF LIABILITY

In no event shall the College be liable to the Consultant for indirect or consequential damages, damages for loss of profit, revenue or reputation or other indirect damages arising out of the breach or fault or negligence of the College under the terms of this RFP or any agreement arising therefrom.

Each Consultant, by submitting a Proposal, agrees that:

a) In the event that any or all of the Proposals are rejected or disqualified for any reason, proper or improper, or the Project or selection process is modified, suspended or cancelled for any reason, neither the College or its employees, officers, directors or representatives will be liable under any circumstance for any claim, damages, losses, cost, reimbursement or compensation to any person or entity whatsoever arising out of this Proposal, including, but not limited to the cost of preparation of the Proposal, loss of anticipated profits, loss of opportunity and any other matter; and
b) The Consultant hereby waives any claim for loss of profits or loss of opportunity if the Proposal is rejected or disqualified or the Consultant is not successful in the selection process for any reason whatsoever;
c) The Consultant acknowledges that in evaluating the Proposals, the College and its advisors are seeking a Proposal satisfactory to the College and under no obligation to the Consultant to do anything other than bona fide consider all Proposals.

In the event that the College shall be in default under this RFP or the Agreement, or shall be negligent in the performance of its duties under this RFP or the Agreement, or shall be in default of any legal,
contractual or statutory obligation to the Consultants, then in no event shall there be any liability to the College, its employees, officers, directors, advisors or representatives in excess of the actual out-of-pocket costs incurred by the Consultant in preparing the Proposal of such Consultant and no claim shall be made if not made within six (6) months after the date of receipt of all of the Proposals and opening of the Proposals.

Award of this contract is subject to appropriate funding being available to and received by the College.

The delivery of a notice of award to a Consultant shall constitute notice of acceptance of contract. This acceptance shall be conditional on the Consultant providing all documentation, insurance, bonding, security and certifications as required by this RFP within ten (10) working days of the date that the notice of award is delivered to the bidder. The Consultant shall forthwith, within ten (10) working days of receipt thereof, execute the Agreement in the form prepared by the College and incorporating the terms and conditions of this RFP and such other terms and conditions as the College shall reasonably require.

32. CONTRACT CANCELLATION

The College shall have the right, which may be exercised from time to time to cancel any uncompleted or unperformed portion of the work or part thereof without cause or fault. In the event of such cancellation, the College shall pay to the Company the cost and expenses by the Company in performing that portion of the work completed up until the date of cancellation.

The College may:

a. If the Consultant commits any act of bankruptcy; or if a receiver is appointed on account of its insolvency or in respect of any of its property; or if the Consultant makes a general assignment for the benefit of its creditors; then, in any such case, the College may, without notice; terminate the contract.

b. If the Consultant; fails to comply with any request, instruction or order of the College; or fails to pay its accounts; or fails to comply with, disregard statutes, regulations, by-laws or directives of relevant authorities relating to the work; or fails to prosecute the work with the skill and diligence; or assigns or sublets the contract or any portion thereof without the College's written consent; or refuses to correct defective work; or is otherwise in default in carrying out its part of any of the terms, conditions and obligations of the contract, then, in any such case, the College may, upon expiration of ten days from the date of written notice to the company, terminate the contract.

c. Any termination of the contract by the College, as aforesaid, shall be without prejudice to any other rights or remedies the College may have.

d. If the College terminates the contract, it is entitled to:
   i) Take possession of all of the work in progress and finish the work by whatever means the College may deem appropriate under the circumstances;
   ii) Withhold any further payments to the Consultant until its liability to the College is ascertained;
   iii) Recover from the Consultant loss, damage and expense incurred by the College by reason of the Consultant’s default (which may be deducted from any monies due or becoming due to the Consultant, any balance to be paid by the Consultant to the College).
The College shall not be liable to the Consultant for any loss of anticipated profit on the cancelled portion or portions of the Work, the contract or for any other loss whatsoever or howsoever.

33. AVAILABILITY OF LABOUR AND ESCALATION

The Consultant shall fully inform himself regarding availability of labour in the area relative to the requirements of the schedule. The Consultant shall make his own assessment of escalation in costs and increased labour costs and include all of these costs in his bid. All risks with respect thereto shall be the Consultants.

34. LOBBYING

In order to ensure fairness to all Consultants, the College must endeavour to prevent unfair advantage created by lobbying. Therefore, the College reserves the right to disqualify, at any time and at its sole discretion, any Consultant engaging in lobbying in connection with a competitive bidding process between a date that is no later than the date of issue of the RFP and the date of signing of a contract between the College and the Successful Consultant(s). The College may disqualify a Consultant at any time in the procurement process, including after the selection process has been completed.

Lobbying may include any activity that the College, in its sole discretion, determines has or may give an unfair advantage to one Consultant relative to other Consultants. Without limiting the foregoing, lobbying may include:

a. Verbal or written communication with or to any College staff other than those identified as contacts in this RFP.

b. Verbal or written communication with or to any College member.

c. Verbal or written communication with or to any expert or other advisor assisting the Evaluation and Selection Committee.

d. Verbal or written communication with or to any member of the RFP Evaluation and Selection Committee.

e. Direct or indirect requests by the Bidder to any person, organization or group to provide a written or verbal expression of support not required by this competitive bidding process to any member of the Evaluation and Selection Team.

f. Verbal or written communication with or to media organizations.

g. Direct or indirect offers of gifts of any kind or value to any College representative or personnel.

35. ENVIRONMENTAL

The Consultant shall be responsible in respect of all environmental matters including compliance with any and all environmental laws, rules, regulations, statutes, and orders of any governmental or regulatory body or authority having jurisdiction in connection with this RFP, the Agreement and the construction and delivery of the Work and the operation of any fibre
optic network or other facilities after its construction, including any environmental liabilities, any cleanup obligations, any fines, penalties or interest resulting from any condition of the Work, properties or the facilities, whether pre-existing, known or unknown, disclosed or undisclosed or which occur after the date of the Agreement.

36. CONFLICT OF INTEREST

NO USE OR INCLUSION OF RESTRICTED PARTIES

a) Restricted Parties (as hereinafter defined) are not eligible to advise any Consultant in the RFP selection process and must not participate as an employer, advisor, Consultant, investor, member or any other capacity whatsoever with any Consultant. The College may, in its sole and absolute discretion, disqualify a Consultant who uses any matter including in its Proposal or preparation thereof a Restricted Party. The onus is on the Consultant to ensure it does not use or include any Restricted Party.

b) Restricted Parties include any person who would be defined to be in conflict of interest and any parties, because of their direct, recent or current involvement in the selection process or with any of the parties to the selection process, including the RFP evaluation team, the College, its officers and directors. This is not an exhaustive list of Restricted Parties. Additional parties may be added to the list at any time in the selection process.

d) Neither the College nor any of its employees, advisors, directors, officers and representatives are liable to any Consultant for any claims, whether for the cost of preparation of the Proposal, loss of anticipated profits, loss of opportunity, revenue or economic benefit or any other loss whatsoever, arising from any use or reliance on this list or use or inclusion of Restricted Parties in any submission as part of the selection process.

e) Proposals may be disqualified at the sole and absolute discretion of the College if:
   i) the Restricted Party is acting as an advisor or member of the Consultant’s team;
   ii) the Consultant makes contact with any person who the Consultant is prohibited by the RFP from contacting;
   iii) they include a false or misleading statement, claim, warranty or representation.

37. ADDENDA:

a) Questions during bidding (deadline for questions). Should a Consultant have any questions or need further clarification, he/she should contact the College’s representative, named in this document. Questions will only be received until 2:00 PM, local time, Wednesday, August 15, 2018, to enable the College to prepare an addendum/addenda (if any). Questions received after said time and date may not be acknowledged nor answered.

All questions must be submitted via e-mail to the College’s representative, James Robson, Director of facilities, via the following e-mail address: rjrobson@uwaterloo.ca

b) If a Consultant discovers any inconsistency, discrepancy, ambiguity, errors, or omissions in this RFP, it must notify the College’s Representative, who may, if necessary, send written addenda to all Consultants.
c) When it becomes necessary to revise, delete, substitute or add to the bid documents after release, the College’s Representative will issue an addendum/addenda.

d) A copy of each addendum/addenda shall be forwarded by e-mail to all Consultants registered on the distribution list.

e) All Consultants must acknowledge addendum/addenda by attaching a signed copy of these addendum/addenda to their respective bid documents. Failure to do so may result in rejection of the bid.

f) The College may, at any time, make and stipulate changes to this RFP.

g) The College may provide additional information, clarification or modification by written addenda. All addenda shall be incorporated into and become part of this RFP. The College shall not be bound by oral or other information, explanations or clarifications not contained in written addenda.

h) If the addendum/addenda is prepared too late to allow notification prior to the closing time, each prospective Consultant shall be contacted by the College’s Representative or designate, to advise of the addendum/addenda and the closing date may be extended.

i) Any addendum/addenda, if required, will only be issued to those Consultants who have pre-registered as a bid taker.

38. CCA DESIGN BUILD AGREEMENT

The successful Consultant will be required to enter into a contract with the College which will incorporate the requirements of this RFP and shall utilize the CCDC 14, 2013, Design-Build Stipulated Price Contract.

To the extent there is any inconsistency between the RFP and such contract, this RFP will govern and the terms of this RFP will be deemed to be incorporated therein.

39. DESIGN BUILD PHILOSOPHY

As this is a Design Build contract where the design has been prepared by the Consultant, it is expected that the Consultant will ensure that the Project, as delivered, including the finishes, materials, standard of construction, amenities and other features will be equal to or superior to those shown on any conceptual plans, drawings, specifications or other materials supplied by the Consultant as part of its Proposal, and in any event there will be not less than first class standards for such goods, materials, services, amenities, etc.

In addition, the Consultant will ensure that a value analysis exercise will be conducted in respect of any changes to the Proposal or Scope of Work to identify any items which may affect the budget to ensure that the long term maintenance and functionality of the design is maintained in the most cost effective manner while ensuring that the budget of the College is met, including investigation of alternative components and strategies and adjustments to included elements, including balancing function, operating and maintenance costs, energy use, durability and construction costs to achieve the best value for the College.
40. RETAIL SALES TAX/HARMONIZED SALES TAX

The Consultant shall include all applicable Ontario Retail Sales Tax and/or Harmonized Sales Tax in their Proposal prices to the College. HST is to be identified separately. Registration must be provided as part of the contract price.

41. SUB-CONTRACTING

The selected Consultant, who has signed a contract with the College, shall be considered to be the Prime Contractor and shall keep the operation totally under their control and shall not assign, transfer or Sub-Contract any portion without the written approval of the College and only under exceptional circumstances shall the College approve the assigning, transfer or Sub-Contracting of more than 49% of the Total Contract price. The consent of the College for such assignment or Sub-Contracting shall not relieve the Prime Contractor from completion of the project in accordance with the terms of the Contract. Where a Consultant submits a joint Proposal or proposes a partnership arrangement, the Consultant must assume the lead or Prime Contractor position. As such, the Consultant will have the overall responsibility for completing the project as propose.

42. CONSULTANT’S RESPONSIBILITIES:

INSURANCE

The successful Consultant shall maintain the following insurance and shall provide to the College proof of such insurance in the form of a Certificate of Liability issued by an insurance company licensed to write property casualty insurance in the Province of Ontario and providing as minimum requirements the following:

i) Commercial Builders All Risk Policy in an amount to be agreed upon by Consultant and RUC prior to the commencement of the Work based on the value of the Work

ii) General Liability: Commercial general liability insurance for personal and bodily injury, including death, and property damage in the amount of $5,000,000.00 per occurrence and including the Renison University College as an additional insured,

iii) Automobile Liability: Automobile liability insurance for bodily injury, including death, and property damage in the amount of $2,000,000.00 per occurrence.

iv) Professional Liability: Professional liability insurance for damages incurred by reason of any negligent act, error or omission in the amount of $5,000,000.00 per claim.

Certificates must provide for thirty (30) day’s notice to the College in the event of cancellation or in the event of non-renewal of an Insurance Policy or pertinent coverage.

The successful Consultant agrees to indemnify and save harmless the College from any and all claims arising from the operations of the named insured, their employees, agents or assigns.

Certificates to name the College as additional insured with respect to the Work performed.

Certificates providing Proof of Environmental Impairment Liability will be required where applicable.
Such coverage must be maintained and in effect continuously while the Work is in progress, and renewal certificates must be provided ten (10) business days prior to the policy expiry.

43. FREEDOM OF INFORMATION

Release of information contained within submissions is subject to the Freedom of Information Act. Extracts of documents submitted and the costs of their solutions may be used as part of a public document for reporting purposes. Consultants must indicate in their submission which, if any, parts of their response are exempt from disclosure due to proprietary information.

Requests for information other than standard public information (i.e., names of those submitting Proposal, total amount of bid not individual line costs) must be dated and submitted in writing to the College’s Representative, after which time the College has thirty days to respond. In conducting discussions with Consultants there shall be no disclosure of any information derived from proposals submitted by competing Consultants.

48. COMPLIANCE WITH LAWS:

Consultants are assumed to have made themselves familiar with, and will abide by the Federal, Provincial, Municipal Laws, Rules and Regulations including amendments thereto, which are applicable and in any way affect the work, and no plea of misunderstanding will be considered on account of ignorance thereof. Consultants shall carefully examine and study all of the documentation in order to satisfy themselves by examination as to all conditions affecting the scope of work to fulfill the contract.

GENERAL CONDITIONS:

1. TAXES:

Harmonized Sales Tax is applicable, and shall be included separately in the bid amount.

2. WITHDRAWAL PROCEDURE:

a. Proposals may only be withdrawn prior to the closing date upon providing a written request.
b. The Consultant who has submitted a response may request that the Proposal be withdrawn. Adjustments or corrections to a Proposal already submitted will not be allowed. The withdrawal will be allowed if the request is made by mail, fax or in person, directly to the College’s Representative, before closing time, and only if verification of source is possible. Telephone requests will not be considered.
c. When a withdrawal request is made in person, the authorized requester shall sign a withdrawal form confirming the request.
d. Proposals confirmed as withdrawn prior to closing time shall be returned unopened.
e. The withdrawal of a Proposal does not disqualify a Consultant from submitting another Proposal on the same contract provided it is submitted prior to closing date and time.
f. Withdrawal requests received after the Proposal closing will not be allowed.

3. The lowest or any proposal will not necessarily be accepted and the College reserves the right to reject all proposals submitted or select options from various proposals or to select any proposal for
reasons deemed to be in the best interests of and for the best value for the College. The College may in its absolute discretion, if it deems advisable, waive any requirements prescribed herein.

4. incomplete submissions

Consultants must complete all parts of the proposal in accordance with the Proposal documents as specified herein. Proposals which are submitted that are incomplete or not properly executed shall not be accepted.

5. examination of RFP document including scope of work:

Consultants shall carefully study all RFP documents, specifications and the site of work in order to satisfy themselves by personal examination as to all conditions and site requirements affecting the work and to the detailed requirements of the work as described in the proposal documents.

6. sub-contracting:

The successful Consultant will not, without the written consent of the College, make any assignment or any subcontract for the execution of any goods and services hereby proposed.

7. delivery:

All goods shall remain the property of the Consultant until a physical inspection is made and thereafter accepted to the satisfaction of the College in compliance with conditions and specifications described herein. All respective insurance coverage shall be the responsibility of the Consultant until acceptance is given by the College.

8. facsimile/electronic bids:

All proposals must be signed and sealed originals. Faxed or electronic bids will not be accepted.

9. proposal prices:

a. Bid prices must be valid for 90 days after the proposal closing date stated herein.

b. In the event of any discrepancy between the unit price and the extension(s), the unit price shall govern.

c. The total price and payment is to be shown and made in Canadian Funds.

d. No extra charges will be permitted unless written authorization is obtained from the College.

10. project timelines:

Time shall be of the essence for any work to be done as a result of this proposal. Failure of a Consultant to perform the contract within the time specified or within a reasonable time, as determined by the College, will constitute authority for the College to cancel or terminate such contract and assign the work to be done to another Consultant without obligation to the
Consultant under the cancelled contract. The College shall be entitled to all remedies against the Consultant including damages for failure to complete the contract, or for default under it.

11. The Consultant warrants that the services supplied to the College conform in all respects to the standards set forth by Federal and Provincial Legislation, Ministries, Boards and Agencies and in particular the Occupation Health and Safety Act and Regulations thereto. Failure to comply with these conditions will be considered a breach of contract.

12. No Consultant is relieved from completing the contract merely because detailed conditions and specifications of the various components are not set out in the bid document.

13. Proposals having any erasures or corrections shall be initialed by the Consultant in ink. All Proposals shall be typewritten or filled in with pen and ink and bids shall be signed in ink.

14. The failure of either party at any time to require performance by the other party of any provision hereof shall in no way affect his/her right thereafter to enforce such provision or to seek damages for the breach thereof. Successful Consultants, including those outside the Province of Ontario, agree that the rights of all parties shall be governed by the laws of Ontario. It is agreed between the parties that neither party shall be held responsible for damages caused by delay or failure to perform his/her undertakings hereunder when such delay or failure is due to fires, strikes, floods, Acts of God or the Queen’s enemies, lawful acts of public authorities, or delays or defaults caused by common carriers, which cannot reasonably be foreseen or provided against.

15. The submission of a proposal shall be deemed proof that the Consultant has satisfied himself/herself as to all the provisions of the proposal, all the conditions which may be encountered, what goods and services he/she will be required to supply, or any other matter which may enter into the carrying out of the supply of goods and services referred to in the proposal; and no claims will be entertained by the College based on the assertion by the Consultant that he/she was uninformed as to any of the requirements of the proposal.

16. In case of default of the Consultant, the College reserves the right to procure the goods and services from other sources and any added expense will be charged to the undersigned Consultant.

17. INDEMNIFICATION

The Consultant agrees to indemnify and save harmless the College and all officers, employees, servants and agents; officers, employees, servants and agents of its Boards and Commissions and volunteers, from all claims, costs, actions, suits, damages or expenses which may arise by reason of the execution of his/her proposal or the performance of any of the terms of his/her proposal or in any way incidental to the proposal. This indemnification shall also apply in respect of any claims for injuries or damages that may be sustained by the Consultant or any of his/her employees during the performance and fulfillment of this Proposal. Should the College receive any demand or claim arising out of the performance of this Proposal, the Consultant shall pay to the College such claims.

The Consultant shall also pay to the College any demand, cost, charge, damages or expenses which may be paid or incurred by the College or any of its servants, officers or agents in settlement of or on account
of the payment for any loss, damages or expenses payable by the College or its officers, servants and agents, and any monies payable by the Consultant under the terms and conditions of this Proposal may be deducted from monies payable under this Proposal which are then remaining in the possession of the College on account of this Proposal, and to any court of competent jurisdiction as monies paid on behalf of the Consultant.

RENISON UNIVERSITY COLLEGE
RFP
PHASE ONE: ARCHITECTURAL DESIGN SERVICES and
PHASE TWO: CONSTRUCTION (STIPULATED PRICE) for
THE ADDITION OF A THIRD FLOOR TO THE ACADEMIC CENTRE

FORM OF PROPOSAL

Phase One Cost: $_________________
Phase Two Cost: $_________________
TOTAL COST: $_________________
Harmonized Sales Tax: $_________________
TOTAL AMOUNT: $_________________

______________________________
Submitted to: Renison University college
NAME OF COMPANY: _____________________________________________

______________________________
ADDRESS: _______________________________________________________
CITY: _____________ PROVINCE: ______ POSTAL CODE: _______

NAME OF SIGNING OFFICER: ___________________ TITLE: __________
AUTHORIZED SIGNATURE: ________________________________________
ADDENDUM/ADDENDA (If applicable, to be filled in by the vendor) I/We the undersigned, acknowledge that I/We have received addendum/addenda Numbers____* to _____* inclusive, and that all change specified therein have been included in the prices submitted.

RESPONDENT’S DECLARATION

No person, firm or corporation, other than the Respondent, has any interest in this proposal or in the proposed services for this proposal.

This proposal is made without any connection, comparison of figures, or arrangements with, or knowledge of any other corporation, firm or person making a proposal for the same Service and is in all respect fair and without collusion or fraud.

No member of the staff of Renison University College is, or will become interested directly or indirectly; as a contracting party, partner, shareholder, surety or otherwise; or in the performance of the Service; or in the supplies, service or business to which it relates; or in any portion of the profits thereof; or in any of the monies to be derived there from.

The content and requirements of this proposal document have been read and understood.

All prices are quoted in Canadian funds.

The Respondent agrees that Renison University College is permitted to contact the references noted in the proposal.

ALL OR ANY PROPOSALS NOT NECESSARILY ACCEPTED

DATED AT __________________THIS ____________DAY OF _____________ 2018.

______________________________________________________________

SIGNATURE OF WITNESS/SIGNATURE OF RESPONDENT

THIS PAGE MUST BE RETURNED AS PART OF THE QUOTE SUBMISSION
RENISON UNIVERSITY COLLEGE
REQUEST FOR PROPOSALS
PHASE ONE: ARCHITECTURAL DESIGN SERVICES and
PHASE TWO: CONSTRUCTION (STIPULATED PRICE) for
THE ADDITION OF A THIRD FLOOR TO THE ACADEMIC CENTRE

FORM OF PROPOSAL

THE LOWEST OR ANY PROPOSAL OR ANY PART OF ANY PROPOSAL NOT NECESSARILY ACCEPTED.

If this proposal is accepted, I/We agree to provide complete fulfillment by

ACCEPTANCE AGREEMENT

ACCEPTED ON BEHALF OF RENISON UNIVERSITY COLLEGE, THIS_____ DAY OF _____, 2018.

________________________________________
President, Renison University College
OCCUPATIONAL HEALTH AND SAFETY STATUTORY DECLARATION

In submitting this Quotation, I/We, on behalf of ____________________________ (legal name of company) certify the following:

(a) I/We have a health and safety policy and will maintain a program to implement such policy as required by clause 25(2)(j) the Occupational Health and Safety Act, R.S.O. 1990, c.O.1, as amended, (the "OHSA").

The requirements in (a) do not apply to employers with five (5) or less employees.

(b) With respect to the services being offered in this Quotation, I/we and our proposed sub-consultants, acknowledge the responsibility to, and shall:

(i) fulfill all of the obligations under the OHSA and ensure that all work is carried out in accordance with the OHSA and its regulations.

(ii) ensure that adequate and competent supervision is provided as per the OHSA to protect the health and safety of workers; and

(iii) provide information and instruction to all employees to ensure they are informed of the hazards inherent in the work and understand the procedures for minimizing the risk of injury or illness.

(c) I/We agree to take every precaution reasonable in the circumstances for the protection of worker health and safety, as required under the OHSA.

Dated at _______________________ this _____ day of ____________, 2018.

I HAVE AUTHORITY TO BIND THE CONSULTANT:
Name of Authorized Signing Officer: _____________________

Signature: ________________________________

Date: ________________________________