



THE CORPORATION OF THE TOWNSHIP OF MUSKOKA LAKES
REQUEST FOR PROPOSAL

“ENHANCING MUSKOKA, ONE POLICY AT A TIME”

**Consulting Services for the Township of Muskoka Lakes Official Plan
Review
RFP #2019-001**



Issue Date: Friday March 1, 2019
Closing Date: Friday March 29, 2019
Closing Time: On or Before 1:00 pm E.D.T.

Submissions received after this date will not be accepted

The lowest or any bid not necessarily accepted

Attention: David Pink
Director of Planning
Planning Department
Township of Muskoka Lakes
1 Bailey Street
Port Carling, ON P0B 1J0
T. 705-765-3156, ext. 230, E. dpink@muskokalakes.ca

Copies of the RFP document are available on the Township website under “Notices and Press Releases” and on www.Biddingo.com



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Invitation

The Township of Muskoka Lakes is seeking the services of a qualified planning consultant to complete a comprehensive review and update of the Official Plan for the Township, as well as its component studies. The review is to be completed over two calendar/fiscal years (2019/2020) and will conclude with the adoption of a new Official Plan to guide land use and development for the Township of Muskoka Lakes for the next 20 years. The successful consultant will have a proven record of accomplishment and expertise in preparing Official Plans in Ontario.

Terms of Reference

Introduction and Background

The Township of Muskoka Lakes is located in the heart of the District of Muskoka, situated at the southern tip of the Canadian Shield. About two million years ago, this section of the Shield was covered by a series of glaciers, which left behind the numerous lakes that define the municipality today. The Township encompasses a large geographic area around Lakes Muskoka, Rosseau and Joseph. Within the approximately 780 square kilometers lie over 80 lakes and rivers, numerous wetland complexes, bedrock outcrops, islands, all set amongst a mix of vegetation types and natural heritage areas. The natural beauty of the shorelines and the abundance of wildlife make Muskoka Lakes a preeminent tourism and year-round destination.

The population consists of approximately 6,600 permanent residents and over 27,000 seasonal residents. It is one of six (6) lower tier municipalities within the District Municipality of Muskoka. Seasonal residents reside primarily in the waterfront area, while the permanent residency is predominantly in six un-serviced communities; two serviced urban centres, and the rural area.

The Township has witnessed unprecedented growth over the last 20 years primarily along the shores of its lakes. Although much of this is individual residential lot development on Lakes Joseph, Rosseau and Muskoka, larger scale proposals, development on medium and small lakes and commercial development also play an important factor. Significant development may also be on the horizon for Minett and Port Carling. As the population ages throughout Ontario and Canada, Muskoka will continue to be an attractive place for many people to live.



The Township of Muskoka Lakes Official Plan (2009) is the principle policy document, which the Municipality uses to express its goals and objectives for the community, identifies significant natural features and guides its physical development and redevelopment. It provides a general policy direction and a land use planning framework to guide the physical, social, economic and environmental management and growth of the Township. In addition to adhering to good planning principles, the Official Plan was prepared within the context of the Provincial Policy Statement and the District of Muskoka Official Plan.

In 1989, the once Secondary Plan of the District of Muskoka Official Plan became the Township's first Official Plan. This Plan has been updated with Rural Policies in 1996, Community Policies in 1997 and Waterfront Policies in 1998 and 2005. A comprehensive update was then adopted by Township Council in March 2009 and approved by the District Municipality of Muskoka in November 2009. While there have been several amendments to the Official Plan on site specific bases since, a review under Section 26 of the Planning Act has not been undertaken to date.

The Township's original Comprehensive Zoning By-law 87-87 was a consolidation and update of five previous by-laws for the former municipalities prior to the amalgamation in 1970. Although numerous amendments had occurred over the years, the first comprehensive update was completed in February 2015 when Comprehensive Zoning By-law 2014-14 was passed.

There are several reasons why a review and update are warranted, and particularly timely. The Official Plan is the Township's overarching policy document that is intended to provide for the vision of the future of the Township of Muskoka Lakes. It has not been thoroughly reviewed or evaluated since 2009. Legislative changes and policy initiatives undertaken by various levels of government since that time include amendments to the Planning Act under Bill 68, Bill 73, Bill 139 and potentially Bill 66, the update of the Provincial Policy Statement, 2014 and recent adoption of a comprehensive update to the District of Muskoka Official Plan, Official Plan Amendment 47.

The intent is for the Official Plan Review to be a community discussion about the future of the Township of Muskoka Lakes, rather than being exclusively a land use planning exercise. Community engagement and participation in the process is paramount to the success of this project.

Purpose & Objectives

The updated Official Plan will involve reviewing and consolidating existing policy where appropriate and establishing new policy directions where required in consultation with Council, Committees of Council, staff, affected commenting agencies and the public. This will include policies to guide land use and development for the municipality for the next 20 years.

The focus of the Official Plan review will include, but not necessarily be limited to, the following:

- Ensure it has regard to matters of provincial interest, is consistent with the PPS, conforms to the updated Muskoka Official Plan, incorporates good planning principles, takes into account the community's vision for the future, and reflects local and regional circumstances;
- Integrate best practices and innovative approaches where possible and improve the readability, consistency, and user friendliness of the document;
- Review and update of existing Township of Muskoka Lakes Official Plan Policies;
- Development of an appropriate and sustainable recreational carrying capacity model and related policy for the diverse and wide-ranging number of lakes and rivers in the Township;
- Update policies related to the establishment and redevelopment of waterfront commercial properties taking into account their varied characteristics and forms of tenure, to ensure they remain economically viable and available to the travelling and vacationing public;
- Update existing environmental policies to reflect the requirements of current legislation including District of Muskoka changes to the Lake System Health Program and taking into account their practical implementation;
- Consideration of the consequences of the sharing economy (Airbnb, Uber, etc.) and the development of appropriate related policy;
- Development of objectives and policies for mainland docking and parking for water access properties;
- Incorporation of flood plain policies and mapping being compiled by the District of Muskoka;
- Enhance parkland and trails objectives and policies;
- Enhance urban design guidelines, permitted uses and development standards for the urban centres and communities;
- Update rural lot creation policies to provide greater clarity, consistency and ensure protection of agricultural lands;

- Consider the establishment of a Community Planning Permit system within the municipality; and,
- Other ‘technical’ and ‘housekeeping’ amendments;

The Township of Muskoka Lakes is expecting that the District of Muskoka will assist with the production of digital mapping associated with this project, and therefore, this would not be a requirement of the Consultant to prepare the mapping.

Proposed Work Plan

The Official Plan Review is intended to occur over 2019 and conclude in the second half of 2020. It is anticipated that the OP Review will be undertaken in five phases:

- Phase 1: Setting the Stage
- Phase 2: Background Studies and Discussion Papers
- Phase 3: Proposed Policy Directions
- Phase 4: Draft Official Plan
- Phase 5: Final Official Plan

The phases will be conducted with the benefit of a comprehensive public engagement and consultation program that will promote input and foster consensus with stakeholders, the public, government agencies and the private sector.

The proposal must indicate the timing for conducting each of the five phases of the Official Plan Review, the approximate timing for the various tasks included, the cost of each of the phases broken down by task and the date of final submission to the Township.

The following description of each proposed phase of the OP Review is intended to provide an overview of the process and describes, in a general way, the outcomes and deliverables of each phase of the project. However, this is only a guide and the exact work plan may be subject to refinement based on consultant expertise and further discussions with the successful bidder. The bidder is to propose a work plan that achieves the purpose of the assignment in a creative, progressive, community-minded, and effective measure.



Phase 1: Setting the Stage

The Township has already completed the draft Terms of Reference and Work Plan for the Official Plan Review. The successful bidder in co-operation with the Township will then conduct a Visioning Workshop with the Official Plan Review Steering Committee to articulate their vision, issues and/or concerns with the Official Plan. The feedback received will provide the basis for the review of the Township's existing Official Plan policies.

Phase 2: Background Studies and Discussion Papers

Official Plans are large, complex and comprehensive documents that cover a wide range of issues and themes. Given the amount of information that needs to be presented to the Public and to Council, it is best presented as a Background Study with specific chapters that review the various technical requirements and emerging themes.

Consultation shall be conducted on the above-noted Background Study to provide proposed directions to be prepared as part of Phase 3.

Phase 3: Proposed Policy Directions

At the completion of Phase 2, a Report shall be prepared, supported by data and statistical analysis, to demonstrate the proposed Policy Directions. The report will consolidate and integrate the results of the Background Study to be included in the drafting of a new Official Plan. Similarly, a structure for the new Official Plan shall be proposed at this time.

Phase 4: Draft Official Plan

During this phase, the preparation of a Draft Official Plan will occur for the purpose of circulation internally, to agencies, stakeholders and Steering Committee for review. The statutory Public Open House under the *Planning Act* will also be held, which will include a presentation on the Draft document as well as comments from the public to be considered by Council.

Phase 5: Final Official Plan

Preparation of the final Official Plan will be presented to the statutory Public Meeting under the *Planning Act* for any additional refinements and then be considered by Council for adoption.



More than one public meeting may be required based on the options and issues arising from them.

Following adoption by Council, the plan will be forwarded to the District Municipality of Muskoka for approval.

Public Consultation and Meeting Requirements

Public consultation will be a critical component of the Official Plan Review process and key to its success. The bidder shall design a formal consultation process, which outlines the method(s) and tools for engaging the stakeholders in the community and maximizing input at each stage of the Project, with an emphasis on social media and web materials. As such, a plan could include both in-person and digital consultation opportunities. The consultant will also make every effort to schedule consultation in the summer months to allow full participation of seasonal residents and lake associations. Ultimately, the proposal is expected to include a description of the number and type of meetings and public consultation opportunities proposed:

- Meetings with the Steering Committee, purpose and proposed outcomes;
- Community Consultation meetings by number, type and proposed outcomes;
- Statutory public meetings with Council as required by the *Planning Act*.

The successful bidder shall be responsible for the scheduling of meetings, preparation of notices and agendas, presentation materials and meeting minutes. The Township will provide assistance with organizing meeting rooms and set up.

The successful bidder will also be expected to create and maintain an online presence for this review (surveys, updates, electronic input, social media, etc.).

Official Plan Review Steering Committee

The Township will establish an Official Plan Review Steering Committee to provide ongoing input to Council during this review process and which will be the primary working group with the consultant.

The District Municipality of Muskoka will be involved throughout the process as the coordinator of issues and matters of District-wide significance and as the ultimate approval authority of the



Official Plan of the Township of Muskoka Lakes. A designate of the District shall be a member of the Official Plan Review Steering Committee.

Budget

At this stage, a maximum upset budget limit for this project has not been set. The budget for this project is being distributed over 2019 and 2020. The budget will be based on the successful consultant's proposal and subject to pre-commitment approval by Township of Muskoka Lakes Council upon consideration of awarding the RFP.

The consultant project team leader will be responsible for submitting detailed invoices which describe the work undertaken within each invoice time period, the hours expended by hourly rate, disbursements, total fee for each invoice and total budget expended/remaining on the project.

The Township shall be directly responsible for the booking and associated costs of all hall/room reservations, newspaper or other advertisements.

The Proposal shall include hourly rates for Local Planning Appeal Tribunal involvement.

Deliverables

The selected consultant will be required to provide the following to the Township during the conclusion of the Official Plan Review:

1. Three (3) bound hard copies of all final reports
2. Three (3) bound hard copies of the final Township of Muskoka Lakes Official Plan for adoption
3. One (1) electronic PDF version of all final reports
4. One (1) electronic PDF version and one (1) Word version of the final Official Plan
5. One (1) electronic copy of all Official Plan Review related material including meeting notices, schedules, public handouts, sign-in sheets, photographs, presentation materials, etc. prepared by the consultant
6. One (1) electronic copy in PDF of all plans, illustrations, and/or drawings produced during the Study



Submission Requirements

The submission to the Township shall consist of four copies of the proposal and include, but is not limited to, the following:

- Methodology to be employed in undertaking the study as outlined in the proposed work plan;
- A complete, clear, detailed and phased work plan which identifies the services to be provided, number of meetings, time lines and costs associated with each phase;
- Summary of the experience of the individual(s) or firms(s) on similar projects;
- Curriculum vitae on project staff;
- Total project costs inclusive of disbursements, HST and an upset limit with per diem rates for each staff member on the project through a professional fee schedule for the staff assigned to this study;
- Identify any and all sub-consultants, the involvement of which shall be supervised and paid for by the lead consultant;
- A minimum of three references listed for contact respecting recent and relevant projects;
- Declaration of whether the individual(s) or firms(s) involved in the review are employed or on retainer to public or private sector clients whose interest could be considered as having a conflict of interest with the Official Plan Review of the Township of Muskoka Lakes; and
- The Township of Muskoka Lakes reserves the right to request that the consultant suspend its private sector practice dealing with the Township while the review is underway if, in the Township's view, an apparent conflict exists or may appear to exist.

Submitting a proposal confirms and certifies that the prospective consultant has read and fully understands and accepts the terms of the RFP and its requirements.

RFP Questions

All questions and requests for clarification shall be submitted by e-mail to one of the following contacts. All addenda resulting from questions or comments will be posted accordingly.

Bidders are required to make all inquiries prior to Tuesday March 26, 2019.



Person(s) to contact:	PRIMARY CONTACT DAVID PINK DIRECTOR OF PLANNING dpink@muskokalakes.ca	SECONDARY CONTACT RIAN ALLEN SENIOR PLANNER rallen@muskokalakes.ca
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Conditions

Registration, Delivery and Opening

Proposals must be submitted in a sealed envelope and shall be clearly marked with the project title “Official Plan Review” together with the R.F.P. No., and addressed to The Corporation of the Township of Muskoka Lakes, Attention: David Pink, Director of Planning, 1 Bailey Street, Port Carling, ON, POB 1J0, on or before 1:00 p.m. on Friday, March 29, 2019. The use of mail for delivery of a proposal will be at the risk of the Consultant. Submissions sent by facsimile or email will **NOT** be accepted.

Proposals will be publicly opened, reviewed and analyzed by a subcommittee and a recommendation regarding the preferred Consultant will be prepared for consideration by Council.

Disqualification of Consultants

Under no circumstances will proposals be considered which are received after 1:00 p.m., Local Time on Friday, March 29, 2019.

Amendment and Withdrawal of Proposals

Only one proposal per Consultant will be accepted. A Consultant who has already submitted a proposal may submit a further proposal at any time up to the official closing time. The last proposal received shall supersede and invalidate all proposals previously submitted by that Consultant for this contract.

A Consultant may withdraw their proposal at any time up to the official closing by submitting a letter bearing a signature and seal as in the proposal to the Township of Muskoka Lakes, 1 Bailey Street, Port Carling, ON, POB 1J0. Such a submission must be received in sufficient time to be



marked before 1:00 p.m. on the date for closing of proposals. The Consultant shall show their name and the project and RFP number on the envelope containing such a letter.

Informal or Unbalanced Proposals

Entries or changes made in pencil shall, unless otherwise decided by the Township, be invalid or informal. Proposals which are incomplete, conditional, illegible or obscure, or that contain additions not called for, reservations, erasures, alterations (unless properly and clearly made and initialled by the bidder's signing officer) or irregularities of any kind, may be rejected as informal.

Proposals that contain prices, which appear to be so unbalanced as likely to affect adversely the interests of the Township, may be rejected unless otherwise decided by the municipality.

If a Consultant has omitted a price for an item/stage as set out in the Proposal Form, they shall, unless they have specifically stated otherwise in their proposal, be deemed to have allowed elsewhere in the Proposal Form for the cost of said item/stage and, unless otherwise agreed to by the Township, no increase shall be made in the total price on account of such omission.

The Township reserves the right to waive formalities at its discretion.

There shall be no obligation on the Township to advise any Consultant of the reasons as to why any proposal is rejected or to justify the rejection of any Proposal.

Right to Accept or Reject Proposal

The lowest cost proposal will not necessarily be accepted. The Township has the right to reject any and all proposals for any reason whatsoever. The Township shall not be responsible for, and Consultant shall not be entitled to reimbursement for any liability costs, expenses, losses or damages incurred, sustained or suffered by any Consultant prior or subsequent to, or by reason of the acceptance, or non-acceptance by the Township of any proposal, or by reason of any delay in the acceptance of a proposal. Proposals are subject to formal acceptance by the Township, and require a formal contract being prepared and executed.

Consultants are advised that acceptance of any proposal will be done by resolution of Council. Any action taken by any Consultant in the absence of any notification is at the sole risk of the Consultant.



Consultant Selection

Proposals will be assessed against the following criteria. The Corporation reserves the right to shortlist firms for further evaluation and interviews that may alter the final scoring results. Proposals will be scored based on meeting or exceeding the expectation of the established evaluation criteria and weighting.

Item	Evaluation Criteria	*Weight Factor
1	Company Overview	1
2	Project Manager and Support Staff	3
3	Experience on Similar Projects	5
4	Project Understanding and Work Plan	5
5	Schedule of Work	4
6	Financial	4
* The Weighting Factor indicates the relative importance of each particular criteria starting at 1 for minimal influence to higher factors for increasing influence.		

The Corporation reserves the right to reject any or all proposals. The Corporation also reserves the right to not proceed with the project without stating reason thereof.

Selection of a proposal will be based on all the above criteria and any other relevant information provided by the Consultant. All proposals are to be submitted on the understanding that the selection of a proposal for discussion by the Evaluation Committee shall not thereby result in the formation of a contract nor shall it create any obligation on the Corporation to enter into further discussions.

The project will be awarded to the Consultant who, in the sole judgment of the Corporation, provides the best overall value. The Corporation will not be obligated to select the lowest cost or any proposal.

The Corporation reserves the right to conduct references on the Consultant, the result of which may affect the award decision.



Schedule for Consultant Selection

The following schedule has been adopted for the selection of the Consultant for this assignment.

Activity	Date
Request for Proposal Issued	March 1, 2019
Proposal Closing	1:00 pm E.D.T. March 29, 2019
Consultant Interviews, if required	Week of April 8, 2019
Selection of Consultant	Within 90 days of march 29, 2019

Note: Although every attempt will be made to meet all dates, the Corporation reserves the right to modify any and all dates at its sole discretion

Limited Liabilities

The liability under this Proposal shall be limited to the actual goods/services ordered and provided.

Performance

Any undue delays in the execution of the work and/or costs incurred by the Corporation due to inefficiencies in performance on behalf of the successful Consultant shall be deemed to be the responsibility of that Consultant and as such, any and all costs, as deemed appropriate and reasonable compensation for the Corporation, will be assessed to the Successful Consultant.

Progress of Work & Time for Completion

Time shall be of the essence for completion of the Project. The Consultant will include a schedule for the work in the proposal. The Schedule shall be subject to acceptance of the Corporation and shall be updated from time to time as requested by the Corporation. No work shall commence on the assignment until the Schedule of Work has been approved by the Corporation. All costs to prepare the Schedule of Work shall be at the successful Consultant’s expense.

If the agreed upon time limits are not sufficient to permit completion of the work by the successful Consultant working a normal number of hours each day or week, it is expected that



additional and/or augmented shifts will be required throughout the life of the work to the extent deemed necessary for the successful Consultant to ensure that the work will be completed within the time limit specified. Any additional costs occasioned by compliance with these provisions will be considered to be included in the prices for the various items of work and no additional compensation will be allowed therefore.

Extra Work

No work shall be regarded as extra work, unless it is ordered in writing by the Corporation and with the agreed price for the same specified in said order, provided said price is not otherwise determined by the Proposal. A statement of the cost of extra work shall be made within thirty (30) calendar days after the completion of the said extra work.

Patent, Copyright or Other Proprietary Rights

In accordance with Municipal Freedom of Information and Protection of Privacy Act, Consultants are reminded to clearly identify in their Proposal material, any specific scientific, technical, commercial, proprietary, intellectual or similar confidential information, the disclosure of which could cause them injury or damage.

Cancellation

The Corporation reserves the right to immediately terminate the successful Consultant for sufficient cause, including but not limited to such items as non-performance, late deliveries, inferior quality, pricing problems, etc.

If the successful Consultant should neglect to execute the work properly or fail to perform any provision of this Award, the Corporation, after three (3) days written notice to the successful Consultant, may, without prejudice to any other remedy in existence, make good such deficiencies and may deduct the cost thereof from any payment then and thereafter due to the successful Consultant. Continued failure by the successful Consultant to execute the work properly shall result in a termination of the Contract. The Corporation shall provide written notice of termination.

The Corporation may elect to terminate the Contract if the original terms and conditions are significantly changed, giving thirty (30) days written notice to the successful Consultant.



Either party may terminate the Contract by giving the other party sixty (60) days written notice, giving reasons acceptable to the other – subject to approval by both parties. A period of less than sixty (60) days to terminate the contract may be negotiable if mutually agreeable among the parties involved in the Contract.

Failure to maintain the required documentation during the term of this Contract may result in suspension of the work activities and/or cancellation of the contract.

Governing Laws

This RFP and subsequent contract/agreements will be interpreted and governed by the laws of the Province of Ontario.

Confidentiality Understanding

The successful Consultant and its employees may have access to information confidential to the Corporation. This information may include, but is not limited to, terms of this agreement, business methods and systems, contractual terms, pricing, personal information, etc., subject to disclosure by force of law. The successful Consultant agrees that it and its employees who have access to this information shall not either during the term of the agreement or at any time thereafter reveal to any third party any of this confidential information or use in any way, whether on the successful Consultant's behalf or on behalf of any third party, any such information.

The parties acknowledge that unauthorized disclosure or use of confidential information could cause irreparable harm and significant injury to the Corporation, and as such monetary damages may not be sufficient remedy for this breach. Accordingly, the parties agree that the Corporation will have the right to seek and obtain specific performance and/or injunction relief to enforce the obligations of this agreement in addition to any other rights and remedies it may have.

All records, files, materials, computer programs, data and any other materials belonging to the Corporation that may come into the possession or control of the successful Consultant shall at all times remain the property of the Corporation. Upon expiry, termination of this agreement for any reason and upon written request, the successful Consultant shall immediately deliver to the Corporation all such property of the Corporation remaining in its possession or control.



The obligations of this section survive the expiration or termination of this agreement indefinitely.

Harmonized Sales Tax (H.S.T.)

Proposals shall include applicable H.S.T. This tax shall be shown separate from the unit price. The Consultant shall include with the executed documents, at the time of submission, on company letterhead, notification to the municipality of their H.S.T. Registration Number (if any).

Contract

Conditions of the project will be contingent upon the preparation and signing of a contract between the consultant and the Township of Muskoka Lakes for the undertaking of the project defined herein. It is expected that the Consultant will prepare the draft contract, and that the Request for Proposal and the project proposal as amended will form appendices.

Notice of acceptance may be made by telephone to the successful Consultant at the telephone number given by the Consultant with written confirmation of same to follow.

Proof of Qualifications

Consultants shall include with their proposal form, evidence as to their authority to make the proposal. Consultants may include such additional information as they deem appropriate.

Payment

The successful Consultant shall be reimbursed on a monthly basis for the actual work completed and time spent on the project. Monthly invoices are to include supporting documentation for all disbursements. Disbursements will be paid at cost.

Invoices submitted by the successful Consultant shall include the project title, a description of the work completed and a billing summary. This summary shall include the tasks set forth in the financial submission and shall indicate the budgeted cost, percentage invoiced to date and a total of these amounts for each task. Payment of invoices will be processed by way of direct deposit to the Consultants bank account.



Ownership

The information, reports, documentation, plans, etc., that are a product of this award by the successful Consultant, will become the exclusive property of the Corporation.

Accessibility for Ontarians with Disabilities Act, 2005

The Township of Muskoka Lakes requires content created for the municipality to be provided in Microsoft Word or PDF format to be compliant with Accessibility for Ontarians with Disabilities Act.

Bankruptcy

In the event that during the duration of the agreement, the Consultant makes an assignment for the benefit of creditors, or becomes bankrupt or insolvent, or makes a proposal to its creditors, this agreement shall be immediately terminated, and the Township of Muskoka Lakes shall be entitled to enter into an agreement with another party without the consent of the Consultant.

Assignment

The Consultant shall not assign this agreement, or any of the rights hereby granted, without prior written approval of the Township of Muskoka Lakes which can be arbitrarily withheld.

Workplace Safety and Insurance Board

Certificates of good standing from the Workplace Safety and Insurance Board will be required before commencement of work, at the time of each billing and before final payment is made. The Township must be in receipt of a valid WSIB Clearance Certificate for the duration of the contract.

Insurance

Applicable insurance requirements and indemnification obligations of the successful Consultant will be established during the negotiations and final agreement stage of the process. All insurance costs related below will be borne by the successful Consultant. The following requirements are included as an indication of the level of coverage, which will be sought by the Township of Muskoka Lakes:



The Consultant shall provide and maintain during the term of their contract with the Township of Muskoka Lakes:

- a) The successful Respondent shall, throughout the term of the Contract, obtain and maintain in force a General Liability Insurance of not less than \$2,000,000.00 (two million dollars), per occurrence. The Township of Muskoka Lakes is to be added as an additional insured but only with respect to liability arising out of the operations of the Named Insured.
- b) The successful Respondent shall, throughout the term of the Contract, obtain and maintain in force Professional Liability Insurance coverage of not less than \$2,000,000.00 (two million dollars), per occurrence. Such insurance shall provide coverage for all errors and omissions made by the professional in the rendering of, or failure to render, professional services in connection with the agreement.

Prior to commencement of the work and upon the placement, renewal, amendment, or extension of all or any part of the insurance, the Consultant shall promptly provide the Township of Muskoka Lakes with confirmation of coverage and, if required, a certified true copy(s) of the policy(s) certified by an authorized representative of the insurer together with copies of any amending endorsements applicable to the Work.

All applicable deductibles under the above-required insurance policies are at the sole expense of the Consultant.

In the event that the Consultant is required to use the services of a sub-contractor(s) in the performance of the work, it is the sole responsibility of the Consultant to ensure its sub-contractor(s) obtain and maintain in full force and effect the same appropriate insurance coverage and terms as advised under the Insurance Section above unless otherwise agreed to by the Township of Muskoka Lakes.

If at any time the Municipality is of the opinion that the insurance taken out by the Consultant is inadequate in any respect, it shall forthwith advise the Consultant of the reasons therefore and the Consultant shall forthwith take out additional insurance, if available, satisfactory to the Municipality.



The taking out of insurance shall not relieve the Consultant of any of its obligations under this RFP or the contract or limit its liability thereunder.

All policies of insurance shall be:

- (a) written with an insurer licensed to do business in Ontario;
- (b) in form and content acceptable to the Municipality acting reasonably;
- (c) be non-contributing with, and will apply only as primary and not excess to any other insurance available to the Municipality; and
- (d) contain an undertaking by the insurers to notify the Municipality in writing not less than thirty (30) days before any material change, cancellation, lapse or termination of the policies.

Failure to provide the aforementioned insurance will result in the withholding of payments or at the sole option of the Municipality, forfeiture of the Contract.