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Corporation of the Town of Atikokan

**Splash Pad – Civic Centre Park**

**REQUEST FOR PROPOSAL**

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June 1, 2026

KEC Ref: 2610.02

**Prepared by:**



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## **1.0 PART 1 - INVITATION AND SUBMISSION INSTRUCTIONS**

### **1.1 Invitation to Proponents**

This Request for Proposals (the “RFP”) is an invitation by the Town of Atikokan (the “Town”) to prospective proponents to submit proposals to develop a community splash pad, as further described in Section A of the Terms of Reference (Appendix B) (the “Deliverables”).

The Town is in the submitting a funding application for the construction of a splash pad and is seeking a qualified firm to design and construct a splash pad at the Civic Centre Park, in the community’s downtown. Should the Town be successful in securing funding, it is the intention to construct the facility in 2026.

The Town is a member of the LAS Canoe Procurement Group and any Proponent should describe in their proposal what, if any, related benefit they may be able to extend to the Town.

### **1.2 RFP Agreement**

The terms and conditions found in the Form of Agreement (Appendix A) are to form the basis for any agreement that may result between the Town and the selected proponent.

### **1.3 RFP Timetable**

Issue Date of RFP	June 1, 2026
Deadline for Questions	June 15, 2026 - 3:00 PM EDT
Deadline for Issuing Addenda	June 18, 2026
Submission Deadline	June 22, 2026 - 3:00 PM EDT
Anticipated Award	July 2026 (pending funding approval)

The RFP timetable is tentative only, and may be changed by the Town at any time.

### **1.4 RFP Contact and Proponent Questions**

Prior to the Deadline for Questions, proponents may pose questions or seek additional information in relation to this RFP, from the RFP Contact. All communications in relation to this RFP must be made to the RFP Contact, as follows:

Chris Kresin P. Eng.  
Kresin Engineering Corporation  
chris@kresinengineering.ca

Proponents and their representatives are not permitted to contact any employees, officers, agents, elected or appointed officials or other representatives of the Town. Failure to adhere to this rule may result in the disqualification of the proponent and the rejection of the proponent’s proposal.

## **1.5 Submission of Proposals**

Proposals clearly identified as such may be submitted via:

1. email to: info@atikokan.ca; or,
2. mail to: The Town of Atikokan, 120 Marks Street, P.O. Box 1330, Atikokan, ON, P0T 1C0.

### **1.5.1 Proposals must be Received on Time**

Proposals will only be accepted if they are received no later than the Submission Deadline.

The time of the proposal submission is established as the time recorded by the Town. Onus and responsibility rest solely with the proponent to ensure its proposal is received by no later than the Submission Deadline.

Proponents are advised that transmission of proposals can be delayed due to file transfer size, transmission speed and other issues. Proponents are strongly encouraged to allow sufficient time for their submission to be transmitted/couriered and received. Proponents making submissions near the Submission Deadline do so at their own risk.

At least 3 business days before the Submission Deadline, Proponents shall send an email to the address in Clause 1.5.1 and request confirmation of receipt. If no confirmation is received, Proponents shall inform the RFP Contact.

### **1.5.2 Acknowledgement of Addenda**

It is the responsibility of the proponent to have received all addenda to this RFP that have been issued by the Town. Proponents are required to acknowledge receipt of each addendum in their proposal submission.

### **1.5.3 Amendment of Proposals**

If a Proponent wishes to amend an already submitted proposal prior to the Submission Deadline, the Proponent may withdraw the submitted proposal and submit a revised proposal prior to the Submission Deadline via email. The Proponent is solely responsible for ensuring that any revised proposal is received by no later than the Submission Deadline. The last proposal received from each Proponent before the Submission Deadline will be accepted as the official submission.

### **1.5.4 Withdrawal of Proposals**

At any time throughout the RFP process, a proponent may withdraw a submitted proposal. The Town is under no obligation to return withdrawn proposals.

[End of Part 1]

## 2.0 PART 2 – EVALUATION AND AWARD

The Town will evaluate each qualified proposal on the basis of the criteria as set out in Section C of the Terms of Reference (Appendix B), summarized below.

<b>Rated Criteria Category</b>	<b>Weighting (Points)</b>
C.1 Corporate Experience	10 points
C.2 Project Team	20 points
C.3 Methodology and Work Plan	20 points
C.4 Identification of Key Issues	5 points
C.5 Project Schedule	15 points
<b>Total Non-Price Rated Criteria</b>	<b>70 points</b>
<b>Price</b>	<b>30 points</b>

The Town reserves the right to not award any contract following its review of proposals submitted and also to not reward the proposal to the proponent with the lowest price submittal.

[End of Part 2]

### **3.0 PART 3 – TERMS AND CONDITIONS OF THE RFP PROCESS**

#### **3.1 General Information and Instructions**

##### **3.1.1 Proponents to Follow Instructions**

Proponents should structure their proposals in accordance with the instructions in this RFP. Where information is requested in this RFP, any response made in a proposal should reference the applicable section numbers of this RFP.

##### **3.1.2 Proposals in English**

All proposals are to be in English only.

##### **3.1.3 No Incorporation by Reference**

The entire content of the Proponent's proposal must be submitted in a fixed form, and the content of websites or other external documents referred to in the Proponent's proposal but not attached will not be considered.

##### **3.1.4 References and Past Performance**

In the evaluation process, the Town may include information provided by the Proponent's references and may also consider the Proponent's past performance or conduct on previous contracts with the Town or others.

##### **3.1.5 Information in RFP Only an Estimate**

The Town and its advisers make no representation, warranty or guarantee as to the accuracy of the information contained in this RFP or issued by way of addenda. Any quantities shown or data contained in this RFP or provided by way of addenda are estimates only, and are for the sole purpose of indicating to Proponents the general scale and scope of the Deliverables. It is the Proponent's responsibility to obtain all the information necessary to prepare a proposal in response to this RFP.

##### **3.1.6 Proponents to Bear Their Own Costs**

The Proponent will bear all costs associated with or incurred in the preparation and presentation of its proposal, including, if applicable, costs incurred for interviews.

##### **3.1.7 Proposal to be Retained by the Town**

The Town will not return the proposal or any accompanying documentation submitted by a Proponent.

##### **3.1.8 No Guarantee of Volume of Work or Exclusivity of Contract**

The Town makes no guarantee of the value or volume of work to be assigned to the successful Proponent. The agreement that may be entered into will not be an exclusive contract for the provision of the described Deliverables. The Town may contract with others for goods and services the same as or similar to the Deliverables or may obtain such goods and services internally.

### **3.2 Communication after Issuance of RFP**

#### **3.2.1 Proponents to Review RFP**

Proponents should promptly examine all of the documents comprising this RFP, and may direct questions or seek additional information in writing by email to the RFP Contact on or before the Deadline for Questions. No such communications are to be directed to anyone other than the RFP Contact.

The Town is under no obligation to provide additional information, and the Town is not responsible for any information provided by or obtained from any source other than the RFP Contact. It is the responsibility of the Proponent to seek clarification from the RFP Contact on any matter it considers to be unclear. The Town is not responsible for any misunderstanding on the part of the Proponent concerning this RFP or its process.

#### **3.2.2 All New Information to Proponents by Way of Addenda**

If the Town, for any reason, determines that it is necessary to provide additional information relating to this RFP, such information will be communicated to all Proponents by addendum. Each addendum forms an integral part of this RFP and may contain important information, including significant changes to this RFP.

#### **3.2.3 Post-Deadline Addenda and Extension of Submission Deadline**

If the Town determines that it is necessary to issue an addendum after the Deadline for Issuing Addenda, the Town may extend the Submission Deadline for a reasonable period of time.

#### **3.2.4 Verify, Clarify and Supplement**

When evaluating proposals, the Town may request further information from the Proponent or third parties in order to verify, clarify or supplement the information provided in the Proponent's proposal

### **3.3 Notification**

#### **3.3.1 Notification to Other Proponents**

Once an agreement is executed by the Town and a Proponent, the other Proponents will be notified of the outcome of the procurement process.

### **3.4 Conflict of Interest and Prohibited Conduct**

#### **3.4.1 Conflict of Interest**

For the purposes of this RFP, the term “Conflict of Interest” includes, but is not limited to, any situation or circumstance where:

- a) in relation to the RFP process, the Proponent has an unfair advantage or engages in conduct, directly or indirectly, that may give it an unfair advantage, including but not limited to (i) having, or having access to, confidential information of the Town in the preparation of its proposal that is not available to other Proponents, (ii) communicating with any person with a view to influencing preferred treatment in the RFP process (including but not limited to the lobbying of decision makers involved in the RFP process), or (iii) engaging in conduct that compromises, or could be seen to compromise, the integrity of the open and competitive RFP process or render that process non-competitive or unfair; or in relation to the performance of its contractual obligations under a contract for the Deliverables, the Proponent’s other commitments, relationships or financial interests (i) could, or could be seen to, exercise an improper influence over the objective, unbiased and impartial exercise of its independent judgement, or (ii) could, or could be seen to, compromise, impair or be incompatible with the effective performance of its contractual obligations.

#### **3.4.2 Disqualification for Conflict of Interest**

The Town may disqualify a Proponent for any conduct, situation or circumstances, determined by the Town, in its sole and absolute discretion, to constitute a Conflict of Interest as defined above.

#### **3.4.3 Past Performance or Past Conduct**

The Town may prohibit a supplier from participating in a procurement process based on past performance during a prior procurement process or contract, including but not limited to the following:

- a) illegal or unethical conduct as described above;
- b) initiating or being a party to any legal action that includes the Town;
- c) the refusal of the supplier to honour its submitted pricing or other commitments; or
- d) any conduct, situation or circumstance determined by the Town, in its sole and absolute discretion, to have constituted an undisclosed Conflict of Interest.

### **3.5 Confidential Information**

#### **3.5.1 Confidential Information of the Town**

All information provided by or obtained from the Town in any form in connection with this RFP either before or after the issuance of this RFP:

- a) is the sole property of the Town and must be treated as confidential;

- b) is not to be used for any purpose other than replying to this RFP and the performance of any subsequent contract for the Deliverables;
- c) must not be disclosed without prior written authorization from the Town; and,
- d) must be returned by the Proponent to the Town immediately upon the request of the Town.

### **3.5.2 Confidential Information of Proponent**

A Proponent should identify any information in its proposal or any accompanying documentation that they consider confidential. The confidentiality of such information will be maintained by the Town, except as otherwise required by law or by order of a court or tribunal. Proponents are advised that their proposals will, as necessary, be disclosed, on a confidential basis, to advisers retained by the Town to advise or assist with the RFP process, including the evaluation of proposals.

## **3.6 Procurement Process Non-binding**

### **3.6.1 No Contract until Execution of Written Agreement**

This RFP process is intended to identify prospective suppliers. No legal relationship or obligation regarding the procurement of any good or service will be created between any Proponent and the Town by this RFP process until the successful execution of a written agreement for the acquisition of such goods and/or services.

### **3.6.2 Cancellation**

The Town may cancel or amend the RFP process without liability at any time.

## **3.7 Governing Law and Interpretation**

These Terms and Conditions of the RFP Process are to be governed by and construed in accordance with the laws of the province of Ontario and the federal laws of Canada applicable therein.

[End of Part 3]

## APPENDIX A – FORM OF AGREEMENT

### SERVICES AGREEMENT

**BETWEEN:**

**THE CORPORATION OF THE TOWN OF ATIKOKAN**

(referred to as the “Owner”)

**AND:**

**[\*INSERT FULL LEGAL NAME OF CONTRACTOR\*]**

(referred to as the “Contractor”)

In consideration of their respective agreements set out herein, the parties covenant and agree as follows:

#### **1. Contract Documents**

The contract between the parties in respect of this Request for Proposal to design and construct a splash pad in the Town of Atikokan is comprised of the following documents, which are collectively referred to as the “Contract”:

- (a) this Agreement;
- (b) the Schedule of Deliverables, Rates and Specific Provisions, attached hereto as Schedule 1;
- (c) the Request for Proposal, including any addenda; and,
- (d) all the documentation submitted by the Contractor in response to the Request for Proposal (the “Contractor’s Submission”).

#### **2. Order of Precedence of Contract Documents**

Any ambiguity, conflict or inconsistency between or among the documents comprising the Contract will be resolved by giving precedence to the documents in the order in which they appear in Clause 1.

### 3. Execution

This Agreement may be executed and delivered by facsimile transmission or scanned and delivered by electronic transmission, and when so executed and delivered, will be deemed an original.

**IN WITNESS WHEREOF** the parties hereto have executed this Agreement as of the date written below.

#### THE CORPORATION OF THE TOWN OF ATIKOKAN

Signature: _____	Signature: _____
Name: _____	Name: _____
Title: <u>Mayor*</u>	Title: <u>Clerk*</u>
Date of Signature: _____	Date of Signature: _____

\*(I have the authority to bind the Owner)

[\*\*INSERT CONTRACTOR'S FULL LEGAL NAME\*\*]

Signature: \_\_\_\_\_

Name: \_\_\_\_\_ (I have the authority to bind the Contractor)

Title: \_\_\_\_\_

Date of Signature: \_\_\_\_\_

## ARTICLE 1 – INTERPRETATION

### 1.01 Defined Terms

When used in the Contract, the following words or expressions have the following meanings:

**“Authority”** means any government authority, agency, body or department, whether federal, provincial or municipal, having or claiming jurisdiction over the Contract; and **“Authorities”** means all such authorities, agencies, bodies and departments;

**“Business Day”** means any working day, Monday to Friday inclusive, but excluding statutory holidays and other days on which the Owner has elected to be closed for business;

**“Conflict of Interest”** includes, but is not limited to, any situation or circumstance where (a) in relation to the procurement process, the Contractor had an unfair advantage or engaged in conduct, directly or indirectly, that may have given it an unfair advantage, including but not limited to (i) having access to information that is confidential to the Owner and not available to other bidders or proponents; (ii) communicating with any person with a view to influencing preferred treatment in the procurement process; or (iii) engaging in conduct that compromises or could be seen to compromise the integrity of the open and competitive procurement process; or (b) in relation to the performance of the Contract, the Contractor’s other commitments, relationships or financial interests (i) could or could be seen to exercise an improper influence over the objective, unbiased and impartial exercise of its independent judgment; or (ii) could or could be seen to compromise, impair or be incompatible with the effective performance of its contractual obligations;

**“Deliverables”** means everything developed for or provided to the Owner in the course of performing under the Contract or agreed to be provided to the Owner under the Contract by the Contractor or its directors, officers, employees, agents, partners, affiliates, volunteers or subcontractors, as further defined, but not limited by, Schedule 1, including but not limited to any goods or services or any and all Intellectual Property and any and all concepts, techniques, ideas, information, documentation and other materials, however recorded, developed or provided;

**“Indemnified Parties”** means the Owner and the Owner’s officials, directors, officers, agents, employees and volunteers;

**“Industry Standards”** include, but are not limited to (a) the provision of any and all labour, supplies, equipment and other goods or services that are necessary and can reasonably be understood or inferred to be included within the scope of the Contract or customarily furnished by Persons providing Deliverables of the type provided hereunder in similar situations in Ontario and; (b) adherence to commonly accepted norms of ethical business practices;

**“Intellectual Property”** means any intellectual, industrial or other proprietary right of any type in any form protected or protectable under the laws of Canada, any foreign country, or any political subdivision of any country, including, without limitation, any intellectual, industrial or proprietary rights protected or protectable by legislation, by common law or at equity;

**“MFIPPA”** means the *Municipal Freedom of Information and Protection of Privacy Act*, Revised Statutes of Ontario 1990, Chapter M.56, as amended;

**“Newly Created Intellectual Property”** means any Intellectual Property created by the Contractor in the course of performance of its obligations under the Contract;

**“Owner Confidential Information”** means all information of the Owner that is of a confidential nature, including all confidential information in the custody or control of the Owner, regardless of whether it is identified as confidential or not, and whether recorded or not, and however fixed, stored, expressed or embodied, which comes into the knowledge, possession or control of the Contractor in connection with the Contract;

**“Owner Representative”** is as set out in Schedule 1 (Schedule of Deliverables, Rates and Specific Provisions);

**“Person”** if the context allows, includes any individuals, persons, firms, partnerships or corporations or any combination thereof;

**“Personal Information”** means recorded information about an identifiable individual or that may identify an individual;

**“Proceeding”** means any action, claim, demand, lawsuit, or other proceeding;

**“Rates”** means the applicable price, in Canadian funds, to be charged for the applicable Deliverables, as set out in Schedule 1 (Schedule of Deliverables, Rates and Specific Provisions);

**“Record”** means any recorded information, including any Personal Information, in any form: (a) provided by the Owner to the Contractor, or provided by the Contractor to the Owner, for the purposes of the Contract; or (b) created by the Contractor in the performance of the Contract;

**“Requirements of Law”** mean all applicable requirements, laws, statutes, codes, acts, ordinances, orders, decrees, injunctions, by-laws, rules, regulations, official plans, permits, licenses, authorizations, directions, and agreements with all Authorities that now or at any time hereafter may be applicable to either the Contract or the Deliverables or any part of them;

**“Contractor Representative”** is as set out in Schedule 1 (Schedule of Deliverables, Rates and Specific Provisions);

**“Contractor’s Intellectual Property”** means Intellectual Property owned by the Contractor prior to its performance under the Contract or created by the Contractor during the Term of the Contract independently of the performance of its obligations under the Contract; and

**“Third-Party Intellectual Property”** means any Intellectual Property owned by a party other than the Owner or the Contractor.

## ARTICLE 2 – GENERAL TERMS

### 2.01 No Indemnities from the Owner

Notwithstanding anything else in the Contract, any express or implied reference to the Owner providing an indemnity or any other form of indebtedness or contingent liability that would

directly or indirectly increase the indebtedness or contingent liabilities of the Owner beyond the obligation to pay the Rates in respect of Deliverables accepted by the Owner, whether at the time of entering into the Contract or at any time during the Term, shall be void and of no legal effect.

## **2.02 Entire Contract**

The Contract embodies the entire agreement between the parties with regard to the provision of the Deliverables and supersedes any prior understanding or agreement, collateral, oral or otherwise with respect to the provision of the Deliverables.

## **2.03 Severability**

If any term or condition of the Contract, or the application thereof to the parties or to any Persons or circumstances, is to any extent invalid or unenforceable, the remainder of the Contract, and the application of such term or condition to the parties, Persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby.

## **2.04 Failure to Enforce Not a Waiver**

Any failure by the Owner to insist in one or more instances upon strict performance by the Contractor of any of the terms or conditions of the Contract shall not be construed as a waiver by the Owner of its right to require strict performance of any such terms or conditions, and the obligations of the Contractor with respect to such performance shall continue in full force and effect.

## **2.05 Changes by Written Amendment Only**

Any changes to the Contract shall be by written amendment signed by the parties. No changes shall be effective or shall be carried out in the absence of such an amendment. Any such written changes shall be included in the definition of Contract.

## **2.06 Force Majeure**

Neither party shall be liable for damages caused by delay or failure to perform its obligations under the Contract where such delay or failure is caused by an event beyond its reasonable control. The parties agree that an event shall not be considered beyond one's reasonable control if a reasonable business person applying due diligence in the same or similar circumstances under the same or similar obligations as those contained in the Contract would have put in place contingency plans to either materially mitigate or negate the effects of such event. Without limiting the generality of the foregoing, the parties agree that force majeure events shall include natural disasters and acts of war, insurrection and terrorism but shall not include shortages or delays relating to supplies or services. If a party seeks to excuse itself from its obligations under the Contract due to a force majeure event, that party shall immediately notify the other party of the delay or non-performance, the reason for such delay or non-performance and the anticipated period of delay or non-performance. If the anticipated or actual delay or non-performance exceeds fifteen (15) Business Days, the other party may immediately terminate the Contract by giving notice of termination and such termination shall be in addition to the other rights and remedies of the terminating party under the Contract, at law or in equity.

### **2.07 Notices by Prescribed Means**

Notices shall be in writing and shall be delivered by postage-prepaid envelope, personal delivery or email and shall be addressed to, respectively, the Owner Representative and the Contractor Representative. Notices shall be deemed to have been given: (a) in the case of postage-prepaid envelope, five (5) Business Days after such notice is mailed; or (b) in the case of personal delivery or email one (1) Business Day after such notice is received by the other party. In the event of a postal disruption, notices must be given by personal delivery or by email. Unless the parties expressly agree in writing to additional methods of notice, notices may only be provided by the methods contemplated in this paragraph.

### **2.08 Governing Law**

The Contract shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein.

## **ARTICLE 3 – NATURE OF RELATIONSHIP BETWEEN OWNER AND CONTRACTOR**

### **3.01 Contractor's Power to Contract**

The Contractor represents and warrants that it has the full right and power to enter into the Contract and there is no agreement with any other Person which would in any way interfere with the rights of the Owner under the Contract.

### **3.02 Representatives May Bind the Parties**

The parties represent that their respective representatives have the authority to legally bind them to the extent permissible by the Requirements of Law.

### **3.03 Contractor Not a Partner, Agent or Employee**

The Contractor shall have no power or authority to bind the Owner or to assume or create any obligation or responsibility, express or implied, on behalf of the Owner. The Contractor shall not hold itself out as an agent, partner or employee of the Owner. Nothing in the Contract shall have the effect of creating an employment, partnership or agency relationship between the Owner and the Contractor or any of the Contractor's directors, officers, employees, agents, partners, affiliates, volunteers or subcontractors.

### **3.04 Non-Exclusive Contract, Work Volumes**

The Contractor acknowledges that it is providing the Deliverables to the Owner on a non-exclusive basis. The Owner makes no representation regarding the volume of goods and services required under the Contract. The Owner reserves the right to contract with other parties for the same or similar goods and services as those provided by the Contractor and reserves the right to obtain the same or similar goods and services internally.

### **3.05 Responsibility of Contractor**

The Contractor agrees that it is liable for the acts and omissions of its directors, officers, employees, agents, partners, affiliates, volunteers and subcontractors. This paragraph is in addition to any and all of the Contractor's liabilities under the Contract and under the general application of law. The Contractor shall advise these individuals and entities of their obligations under the Contract and shall ensure their compliance with the applicable terms of the Contract.

In addition to any other liabilities of the Contractor pursuant to the Contract or otherwise at law or in equity, the Contractor shall be liable for all damages, costs, expenses, losses, claims or actions arising from any breach of the Contract resulting from the actions of the above-mentioned individuals and entities. This paragraph shall survive the termination or expiry of the Contract.

### **3.06 No Subcontracting or Assignment**

The Contractor shall not subcontract or assign the whole or any part of the Contract or any monies due under it without the prior written consent of the Owner. Such consent shall be in the sole discretion of the Owner and subject to the terms and conditions that may be imposed by the Owner. Without limiting the generality of the conditions which the Owner may require prior to consenting to the Contractor's use of a subcontractor, every contract entered into by the Contractor with a subcontractor shall adopt all of the terms and conditions of the Contract as far as applicable to those parts of the Deliverables provided by the subcontractor. Nothing contained in the Contract shall create a contractual relationship between any subcontractor or its directors, officers, employees, agents, partners, affiliates or volunteers and the Owner.

### **3.07 Duty to Disclose Change of Control**

In the event that the Contractor undergoes a change in control the Contractor shall immediately disclose such change in control to the Owner and shall comply with any terms and conditions subsequently prescribed by the Owner resulting from the disclosure.

### **3.08 Conflict of Interest**

The Contractor shall: (a) avoid any Conflict of Interest in the performance of its contractual obligations; (b) disclose to the Owner without delay any actual or potential Conflict of Interest that arises during the performance of its contractual obligations; and (c) comply with any requirements prescribed by the Owner to resolve any Conflict of Interest. In addition to all other contractual rights or rights available at law or in equity, the Owner may immediately terminate the Contract upon giving notice to the Contractor where: (a) the Contractor fails to disclose an actual or potential Conflict of Interest; (b) the Contractor fails to comply with any requirements prescribed by the Owner to resolve a Conflict of Interest; or (c) the Contractor's Conflict of Interest cannot be resolved to the satisfaction of the Owner. This paragraph shall survive any termination or expiry of the Contract.

### **3.09 Contract Binding**

The Contract can be enforced by and is binding upon the parties and their successors, executors, administrators and their permitted assigns.

## **ARTICLE 4 – PERFORMANCE BY CONTRACTOR**

### **4.01 Commencement of Performance**

The Contractor shall commence performance upon receipt of written instructions from the Owner.

#### **4.02 Deliverables Warranty**

The Contractor hereby represents and warrants that the Deliverables (i) shall be provided fully and diligently in a professional and competent manner by persons qualified and skilled in their occupations; and (ii) shall be free from defects in material, workmanship and design, suitable for the purposes intended, in compliance with all applicable specifications and free from liens or encumbrance on title; and furthermore that all Deliverables shall be provided in accordance with: (a) the Contract; (b) Industry Standards; and (c) Requirements of Law. If any of the Deliverables, in the opinion of the Owner, are inadequately provided or require corrections, the Contractor shall forthwith make the necessary corrections at its own expense as specified by the Owner in a rectification notice.

#### **4.03 Health and Safety**

Without limiting the generality of Section 4.02, the Contractor warrants and agrees that it has complied with and will comply with, and ensure that any subcontractors comply with, all applicable occupational health and safety laws, regulations and standards in relation to the performance of the Contractor's obligations under the Contract. The Contractor shall provide the Owner with evidence of the Contractor's compliance with this section upon request by the Owner.

#### **4.04 Shipment of Goods**

To the extent that the Deliverables include the shipment of goods to the Owner, all such goods shall be delivered F.O.B. Destination, Freight Prepaid to the Owner's place of business or such other location as may be specified in the Contract. No transportation or delivery charges of any kind, including, without limitation, packing, boxing, storage, cartage or customs brokerage charges, shall be paid by the Owner, unless specifically agreed by the Owner in writing. The Deliverables will be suitably packed in such a manner as will ensure their safe transportation undamaged to their destination. The Deliverables will remain at the risk of the Contractor until the Deliverables are received by the Owner. Receipt of the Deliverables at the Owner's location does not constitute acceptance of the Deliverables by the Owner. The Deliverables are subject to the Owner's inspection and acceptance within a reasonable period of time after delivery. If any of the Deliverables, in the opinion of the Owner, are inadequately provided or require corrections, the Contractor shall make the necessary corrections at its own expense as specified by the Owner in a rectification notice.

#### **4.05 Use and Access Restrictions**

The Contractor acknowledges that unless it obtains specific written preauthorization from the Owner, any access to or use of the Owner property, technology or information that is not necessary for the performance of its contractual obligations with the Owner is strictly prohibited. The Contractor further acknowledges that the Owner may monitor the Contractor to ensure compliance with this paragraph. This paragraph is in addition to and shall not limit any other obligation or restriction placed upon the Contractor.

#### **4.06 Notification by Contractor of Discrepancies**

The Contractor shall advise the Owner promptly of: (a) any contradictions, discrepancies or errors found or noted in the Contract; (b) supplementary details, instructions or directions that do not

correspond with those contained in the Contract; and (c) any omissions or other faults that become evident and should be corrected in order to provide the Deliverables in accordance with the Contract and Requirements of Law.

#### **4.07 Change Requests**

The Owner may, in writing, request changes to the Contract, which may include altering, adding to, or deleting any of the Deliverables. The Contractor shall comply with all reasonable Owner change requests and the performance of such request shall be in accordance with the terms and conditions of the Contract. If the Contractor is unable to comply with the change request, it shall promptly notify the Owner and provide reasons for such non-compliance. In any event, any such change request shall not be effective until a written amendment reflecting the change has been executed by the parties.

#### **4.08 Pricing for Requested Changes**

Where an Owner change request includes an increase in the scope of the previously contemplated Deliverables, the Owner shall set out, in its change request, the proposed prices for the contemplated changes. Where the Rates in effect at the time of the change request (a) include pricing for the particular type of goods or services contemplated in the change request, the Contractor shall not unreasonably refuse to provide those goods or services at prices consistent with those Rates; or (b) are silent to the applicable price for the particular goods or services contemplated in the change request, the price shall be negotiated between the Owner and the Contractor within a reasonable period of time and in any event, such change request shall not become effective until a written amendment reflecting the change has been executed by the parties.

#### **4.09 Performance by Specified Individuals Only**

The Contractor agrees that to the extent that specific individuals are named in the Contract as being responsible for the provision of the Deliverables, only those individuals shall provide the Deliverables under the Contract. The Contractor shall not replace or substitute any of the individuals named in the Contract without the prior written approval of the Owner, which may not arbitrarily or unreasonably be withheld. Should the Contractor require the substitution or replacement of any of the individuals named in the Contract, it is understood and agreed that any proposed replacement must possess similar or greater qualifications than the individual named in the Contract. The Contractor shall not claim fees for any replacement individual greater than the Rates established under the Contract.

#### **4.10 Time**

Time is of the essence of the Contract.

#### **4.11 Rights and Remedies Not Limited to Contract**

The express rights and remedies of the Owner and obligations of the Contractor set out in the Contract are in addition to and shall not limit any other rights and remedies available to the Owner or any other obligations of the Contractor at law or in equity.

## ARTICLE 5 – PAYMENT FOR PERFORMANCE AND AUDIT

### 5.01 Payment According to Contract Rates

The Owner shall, subject to the Contractor's compliance with the provisions of the Contract, pay the Contractor for the Deliverables provided at the Rates established under the Contract.

### 5.02 Hold Back or Set Off

The Owner may hold back payment or set off against payment if, in the opinion of the Owner acting reasonably, the Contractor has failed to comply with any requirements of the Contract.

### 5.03 Expenses

Expenses are payable by the Owner to the Contractor in accordance with Schedule 1.

### 5.04 Interest on Late Payment

If a payment is in arrears through no fault of the Contractor, the interest charged by the Contractor, if any, for any late payment shall not exceed the Bank of Canada's prime rate, in effect on the date that the payment went into arrears.

### 5.05 Document Retention and Audit

For seven (7) years after the Expiry Date or any date of termination of the Contract, the Contractor shall maintain all necessary records to substantiate (a) all charges and payments under the Contract and (b) that the Deliverables were provided in accordance with the Contract and with Requirements of Law. During the Term, and for seven (7) years after the expiry or termination of the Contract, the Contractor shall permit and assist the Owner in conducting audits of the operations of the Contractor to verify (a) and (b) above. The Owner shall provide the Contractor with at least ten (10) Business Days prior notice of its requirement for such audit. The Contractor's obligations under this paragraph shall survive any termination or expiry of the Contract.

## ARTICLE 6 – CONFIDENTIALITY

### 6.01 Confidentiality and Promotion Restrictions

Any publicity or publications related to the Contract shall be at the sole discretion of the Owner. The Owner may, in its sole discretion, acknowledge the Deliverables provided by the Contractor in any such publicity or publication. The Contractor shall not make use of its association with the Owner without the prior written consent of the Owner. Without limiting the generality of this paragraph, the Contractor shall not, among other things, at any time directly or indirectly communicate with the media in relation to the Contract unless it has first obtained the express written authorization to do so by the Owner.

### 6.02 Owner Confidential Information

The Contractor shall: (a) keep all Owner Confidential Information confidential and secure; (b) limit the disclosure of Owner Confidential Information to only those of its directors, officers, employees, agents, partners, affiliates, volunteers or subcontractors who have a need to know it for the purpose of providing the Deliverables and who have been specifically authorized to have such disclosure; (c) not directly or indirectly disclose, destroy, exploit or use any Owner Confidential Information (except for the purpose of providing the Deliverables, or except if

required by order of a court or tribunal), without first obtaining: (i) the written consent of the Owner and (ii) in respect of any Owner Confidential Information about any third-party, the written consent of such third-party; (d) provide Owner Confidential Information to the Owner on demand; and (e) return all Owner Confidential Information to the Owner on or before the expiry or termination of the Contract, with no copy or portion kept by the Contractor.

### **6.03 Restrictions on Copying**

The Contractor shall not copy any Owner Confidential Information, in whole or in part, unless copying is essential for the provision of the Deliverables.

### **6.04 Notice of Breach**

The Contractor shall notify the Owner promptly upon the discovery of loss, unauthorized disclosure, unauthorized access or unauthorized use of Owner Confidential Information.

### **6.05 Records and Legislative Compliance**

The Contractor and the Owner acknowledge and agree that MFIPPA applies to and governs all Records and may require the disclosure of such Records to third parties. Furthermore, the Contractor agrees (a) to keep Records secure; (b) to provide Records to the Owner within seven (7) calendar days of being directed to do so by the Owner for any reason including an access request or privacy issue; (c) not to access any Personal Information unless the Owner determines, in its sole discretion, that access is permitted under MFIPPA and is necessary in order to provide the Deliverables; (d) not to directly or indirectly use, collect, disclose or destroy any Personal Information for any purposes that are not authorized by the Owner; (e) to ensure the security and integrity of Personal Information and keep it in a physically secure and separate location safe from loss, alteration, destruction or intermingling with other records and databases and to implement, use and maintain the most appropriate products, tools, measures and procedures to do so; (f) to restrict access to Personal Information to those of its directors, officers, employees, agents, partners, affiliates, volunteers or subcontractors who have a need to know it for the purpose of providing the Deliverables and who have been specifically authorized by an Owner representative to have such access for the purpose of providing the Deliverables; (g) to implement other specific security measures that in the reasonable opinion of the Owner would improve the adequacy and effectiveness of the Contractor's measures to ensure the security and integrity of Personal Information and Records generally; and (h) that any confidential information supplied to the Owner may be disclosed by the Owner where it is obligated to do so under MFIPPA, by an order of a court or tribunal or pursuant to a legal proceeding and the provisions of this paragraph shall prevail over any inconsistent provisions in the Contract.

### **6.06 Survival**

The provisions of this Article shall survive any termination or expiry of the Contract.

## **ARTICLE 7 – INTELLECTUAL PROPERTY**

### **7.01 Owner Intellectual Property**

The Contractor agrees that all Intellectual Property and every other right, title and interest in and to all concepts, techniques, ideas, information and materials, however recorded, (including

images and data) provided by the Owner to the Contractor shall remain the sole property of the Owner at all times.

#### **7.02 No Use of the Owner Insignia**

The Contractor shall not use any insignia or logo of the Owner except where required to provide the Deliverables, and only if it has received the prior written permission of the Owner to do so.

#### **7.03 Ownership of Intellectual Property**

The Owner shall be the sole owner of any Newly Created Intellectual Property. The Contractor irrevocably assigns to and in favour of the Owner and the Owner accepts every right, title and interest in and to all Newly Created Intellectual Property in the Deliverables, immediately following the creation thereof, for all time and irrevocably waives in favour of the Owner all rights of integrity and other moral rights to all Newly Created Intellectual Property in the Deliverables, immediately following the creation thereof, for all time. To the extent that any of the Deliverables include, in whole or in part, the Contractor's Intellectual Property, the Contractor grants to the Owner a licence to use that Contractor Intellectual Property in the manner contemplated in this Article, the total consideration for which shall be payment of the Rates to the Contractor by the Owner.

#### **7.04 Contractor's Grant of License**

For those parts of the Deliverables that are Contractor Intellectual Property, the Contractor grants to the Owner a perpetual, world-wide, non-exclusive, irrevocable, transferable, royalty free, fully paid up right and license: (a) to use, modify, reproduce and distribute, in any form, those Deliverables; and (b) to authorize other Persons, including agents, contractors or sub-contractors, to do any of the former on behalf of the Owner.

#### **7.05 No Restrictive Material in Deliverables**

The Contractor shall not incorporate into any Deliverables anything that would restrict the right of the Owner to modify, further develop or otherwise use the Deliverables in any way that the Owner deems necessary, or that would prevent the Owner from entering into any contract with any contractor other than the Contractor for the modification, further development of or other use of the Deliverables.

#### **7.06 Third-Party Intellectual Property**

The Contractor represents and warrants that the provision of the Deliverables shall not infringe or induce the infringement of any Third-Party Intellectual Property rights. The Contractor further represents and warrants that it has obtained assurances with respect to any Contractor Intellectual Property and Third-Party Intellectual Property that any rights of integrity or any other moral rights associated therewith have been waived.

#### **7.07 Survival**

The obligations contained in this Article shall survive the termination or expiry of the Contract.

## ARTICLE 8 – INDEMNITIES AND INSURANCE

### 8.01 Contractor Indemnity

The Contractor hereby agrees to indemnify and hold harmless the Indemnified Parties from and against any and all liability, loss, costs, damages and expenses (including legal, expert and Contractor fees), causes of action, actions, claims, demands, lawsuits or other proceedings, (collectively, “Claims”), by whomever made, sustained, incurred, brought or prosecuted, including for breaches of confidentiality or privacy or Intellectual Property rights or for third party bodily injury (including death), personal injury and property damage, in any way based upon, occasioned by or attributable to anything done or omitted to be done by the Contractor, its subcontractors or their respective directors, officers, agents, employees, partners, affiliates, volunteers or independent contractors in the course of performance of the Contractor’s obligations under, or otherwise in connection with, the Contract. The Contractor further agrees to indemnify and hold harmless the Indemnified Parties for any incidental, indirect, special or consequential damages, or any loss of use, revenue or profit, by any person, entity or organization, including, without limitation, the Owner, claimed or resulting from such Claims. The obligations contained in this paragraph shall survive the termination or expiry of the Contract.

### 8.02 Insurance

The Contractor hereby agrees to put in effect and maintain insurance for the duration of the Contract, at its own cost and expense, with insurers licensed in the Province of Ontario, all the necessary and appropriate insurance that a prudent person in the business would maintain including, but not limited to the following:

1. Commercial general liability insurance on an occurrence basis. Coverage shall include but not limited to bodily injury, personal injury, property damage, products and completed operations liability, contractual liability and employers liability to an inclusive limit of not less than five million dollars (\$5,000,000) per occurrence. The policy is to also include the following:
  - a. the Owner as an additional insured with respect to liability arising in the course of performance of the Contractor’s obligations under, or otherwise in connection with, the Contract
  - b. cross-liability and severability of interests clause
  - c. endorsed to provide 30 day written notice of cancellation, termination or material change
  - d. non-owned automobile coverage with blanket contractual coverage for hired automobiles
2. Professional liability insurance in the amount of not less than two million dollars (\$2,000,000) per claim. Such insurance shall provide coverage for all errors and omissions made by the Contractor in the rendering of, or failure to render, professional services in connection with the Contract. Upon completion of the Deliverables the policy shall

remain in force for twenty-four (24) months. The Contractor must confirm that any property damage, personal injury or bodily injury resulting from an error or omission is considered an insurable loss whether coverage is under the General liability policy or the Professional Liability Policy.

### **8.03 Proof of Insurance**

The Contractor shall provide the Owner with proof of the insurance required by the Contract in the form of valid certificates of insurance that reference the Contract and confirm the required coverage. The Contractor shall provide the Owner with renewal replacements on or before the expiry of any such insurance. Upon the request of the Owner, a copy of each insurance policy shall be made available to it. The Contractor shall ensure that each of its subcontractors obtains all the necessary and appropriate insurance that a prudent person in the business of the subcontractor would maintain and that the Owner and Indemnified Parties are named as additional insured with respect to any liability arising in the course of performance of the subcontractor's obligations under the subcontract for the provision of the Deliverables.

### **8.04 Workplace Safety and Insurance**

The Contractor warrants and agrees that it has complied and will comply with all applicable workplace safety and insurance laws and regulations and, if applicable will provide proof of valid coverage by means of a current clearance certificate to the Owner upon request. The Contractor covenants and agrees to pay when due, and to ensure that each of its subcontractors pays when due, all amounts required to be paid by it and its subcontractors under all applicable workplace safety and insurance laws and regulations during the Term. The Contractor further agrees to indemnify the Owner for any and all liability, loss, costs, damages and expenses (including legal fees) or other charges in connection with the Contractor's failure to comply with any applicable workplace safety and insurance laws or related to the Contractor's status with any workplace safety and insurance board or body.

## **ARTICLE 9 – TERMINATION, EXPIRY AND EXTENSION**

### **9.01 Immediate Termination of Contract**

The Owner may immediately terminate the Contract upon giving notice to the Contractor where (a) the Contractor is adjudged bankrupt, makes a general assignment for the benefit of its creditors or a receiver is appointed on account of the Contractor's insolvency; (b) the Contractor breaches any provision in Article 6 (Confidentiality); (c) the Contractor breaches the Conflict of Interest paragraph in Article 3 (Nature of Relationship Between Owner and Contractor); (d) the Contractor, prior to or after entering into the Contract, makes a material misrepresentation or omission or provides materially inaccurate information to the Owner; (e) the Contractor undergoes a change in control which adversely affects the Contractor's ability to satisfy some or all of its obligations under the Contract; (f) the Contractor subcontracts for the provision of part or all of the Deliverables or assigns the Contract without first obtaining the written approval of the Owner; or (g) the Contractor's acts or omissions constitute a substantial failure of performance and the above rights of termination are in addition to all other rights of termination available at law, or events of termination by operation of law.

### **9.02 Dispute Resolution by Rectification Notice**

Subject to the above paragraph, where the Contractor fails to comply with any of its obligations under the Contract, the Owner may issue a rectification notice to the Contractor setting out the manner and timeframe for rectification. Within seven (7) Business Days of receipt of that notice, the Contractor shall either: (a) comply with that rectification notice; or (b) provide a rectification plan satisfactory to the Owner. If the Contractor fails to either comply with that rectification notice or provide a satisfactory rectification plan, the Owner may immediately terminate the Contract. Where the Contractor has been given a prior rectification notice, the same subsequent type of non-compliance by the Contractor shall allow the Owner to immediately terminate the Contract.

### **9.03 Termination on Notice**

The Owner reserves the right to terminate the Contract, without cause, upon thirty (30) calendar days' prior notice to the Contractor.

### **9.04 Contractor's Obligations on Termination**

On termination of the Contract, the Contractor shall, in addition to its other obligations under the Contract and at law (a) at the request of the Owner, provide the Owner with any completed or partially completed Deliverables; (b) provide the Owner with a report detailing: (i) the current state of the provision of Deliverables by the Contractor at the date of termination; and (ii) any other information requested by the Owner pertaining to the provision of the Deliverables and performance of the Contract; (c) execute such documentation as may be required by the Owner to give effect to the termination of the Contract; and (d) comply with any other instructions provided by the Owner, including but not limited to instructions for facilitating the transfer of its obligations to another Person. This paragraph shall survive any termination of the Contract.

### **9.05 Contractor's Payment Upon Termination**

On termination of the Contract, the Owner shall only be responsible for the payment of the Deliverables provided under the Contract up to and including the effective date of any termination. Termination shall not relieve the Contractor of its warranties and other responsibilities relating to the Deliverables performed or money paid. In addition to its other rights of hold back or set off, the Owner may hold back payment or set off against any payments owed if the Contractor fails to comply with its obligations on termination.

### **9.06 Termination in Addition to Other Rights**

The express rights of termination in the Contract are in addition to and shall in no way limit any rights or remedies of the Owner under the Contract, at law or in equity.

### **9.07 Expiry of Contract**

The Contract shall expire on completion of the Deliverables, their receipt and acceptance by the Owner and when final payment to the Contractor has been made by the Owner.

## Schedule 1 – Schedule of Deliverables, Rates and Specific Provisions

### **A. Description of Deliverables**

[\*Describe the Deliverables. Reference can be made to the RFP and/or the proposal, as appropriate\*]

### **B. Rates and Expenses**

#### **B.1 Maximum Fee**

Notwithstanding anything else in the Contract, the total amount payable by the Owner to the Contractor under the Contract shall not exceed [\*insert maximum contract amount\*] (\$xxx).

#### **B.2 Personnel and Rates**

The following individuals are responsible for the provision of the Deliverables. The Rates for these individuals are set out below and shall remain fixed during the Term of this Contract:

[\*insert personnel and rate information or replace this section with other applicable form of rate breakdown\*]

#### **B.3 Expenses**

Expenses will be paid by the Owner at cost.

### **C. Payment Terms**

All invoices submitted by the Contractor to the Owner under this Agreement shall contain the following information:

- (1) The Contractor's name and address;
- (2) The date of the invoice and the period during which invoiced Services were supplied;
- (3) Information identifying the Agreement under which Services were supplied;
- (4) A description of the services supplied;
- (5) The amount payable for the services supplied, and a statement that payment is due upon receipt;
- (6) The name, title, telephone number and mailing address of the person to whom payment is to be sent.

The Owner will compensate the Contractor in accordance with the fees and charges for services as set out in the proposal or as otherwise mutually agreed.

All fees shall be exclusive of HST, and HST will be added to each monthly invoice.

All fees and charges will be payable in Canadian funds.

Invoices will be due and payable, as presented and without hold-backs, by the Owner upon receipt, and in any event no later than 30 days after receiving the proper invoice.

**D. Owner and Contractor Representatives**

The Owner Representative and contact information for the Contract is:

[\*insert name and title of the Owner’s representative in charge of the contract and contact details, including mailing address and email address\*]

The Contractor Representative and contact information for the Contract is:

[\*insert name and title of Contractor representative in charge of the contact and contact details, including mailing address and email address\*]

**E. Specific Provisions**

[\*Insert any additional contract performance terms or modifications to the Agreement Terms and note any express deletions from the Contractor’s Submission or changes to the RFP, if applicable\*]

## APPENDIX B – TERMS OF REFERENCE

### A. THE DELIVERABLES

#### A.1 INTRODUCTION AND BACKGROUND

The Town of Atikokan (“Town”) is issuing this Request for Proposals to solicit proposals, statements of qualifications and pricing from qualified contractors to design and construct a splash pad at the Civic Centre Park, in the community’s downtown.

#### A.2 CONTEXT

Settled in 1899, Atikokan is a Town in Northwestern Ontario known as the "Canoeing Capital of Canada". Located just off Highway 11, approximately 200 km west of Thunder Bay, it serves as the primary gateway to Quetico Provincial Park. The population of Atikokan is roughly 3,000.

Atikokan has a rich paddling history including competitive cross-Quetico paddling between the United States and Canada, to Canada’s Centennial cross-country races and cross-continent solo paddling. Local recreational areas include the Charleson Recreation Area, featuring motocross tracks, mountain bike trails and horseback riding paths, Little Falls, a 50-foot waterfall located within the town limits and a scenic 9-hole golf course. Construction of a splash pad will supplement recreational opportunities for residents and visitors alike.

#### A.3 TERMS OF REFERENCE

##### A.3.1 PROJECT PURPOSE

There is currently no splash pad within the community and the project is being undertaken to offer Atikokanites and visitors another recreational opportunity. The splash pad will serve as a meeting place for families and individuals in a safe and accessible environment. For a number of years volunteers have identified this opportunity as something the community would support.

Proponents may develop and submit pricing to deliver a “base deliverable” and provide costing for enhancements such as seating, lighting, shaded areas, etc. that would be at the Town’s option to incorporate or to not incorporate into the final deliverable.

##### A.3.2 PROJECT LOCATION

The project location is situated on existing parkland on Burns Street in downtown Atikokan, as Shown on Drawing P1 (copy attached to this RFP).

##### A.3.3 PROJECT SCOPE

The scope of the proposed project shall include the design, production of construction drawings, supply and construction of a splash pad. This project is preferably intended to be design-build.

The design shall include the supply and installation of the desired splash pad, a flow through water management system as well as benches and landscape features around the splash pad area. Design of the splash pad shall meet AODA accessibility standards. It is preferred that the surface of the splash pad be flush with adjacent ground surfaces where they meet.

Splash pas design, manufacture and installation shall meet or exceed requirements described in the Ontario Ministry of Health document “Recreational Water Reference Document, 2025” and applicable industry standards guidelines. Details to be included/considered are outlined below.

### **Splash Pad Surface and Perimeter**

The splash pad surface shall be non-slip concrete and constructed as follows:

1. 150mm thick, 32MPa concrete with 5-7% air entrainment over 150mm granular A base compacted to 100% standard proctor maximum dry density on suitable undisturbed native material.
2. Wet cure concrete for no less than 7 days.
3. Finish shall be swirl or broom finish.
4. All saw cut joints shall be filled with clear silicone sealant to prevent catching debris and glass. Finish sealant level with concrete surface.
5. There shall be no standing water. All water must be designed to discharge into the flow-through system.
6. The contractor shall be responsible for grading, shaping, sodding and landscaping around the splash pad. Benches and landscaping features shall be installed as per the design drawings.
7. The Proponent shall be responsible to restore all areas disturbed during construction and shall reinstate to original or better state at no extra cost to the Town.

### **Controls and Water Supply:**

The supply and installation of all splash pad materials and components, are the responsibility of the Successful Proponent, unless specified otherwise. Such materials and components shall meet the following requirements:

1. Splash pad shall be a fully automated system.
2. Splash pad shall include 5-10 above ground spray features and 5-10 ground sprays.
3. Water supply to the splash pad shall be from the municipal water service and spent water shall be directed to the sanitary sewer. The awarded contractor shall confirm the required water and drain service sizes and shall construct the services from each main to the property line and then into the property as required for a complete and functional system. Water service shut off valves shall be provided at the watermain and at the property line. Construction shall be in accordance with Ontario Provincial Standards (including attached OPSD 1104.020 and OPSD 1006.010).

4. The awarded Contractor shall review options and propose a separate building/vault to house controls. There must be adequate space around, below and beside the shut-off valves and connection for winterization. In addition, provision for adequate space within the vault to attach hoses. Provide a suitable water meter.
5. Provide a button activator, weather resistant, with audible tone and illuminates when activated. Activator button shall be recessed under a steel plate, durability, accessibility (sound and light) with easy replacement or servicing.
6. Each feature in the pad must have an activation switch on the electrical panel and therefore can be turned on and off at the panel without having to activate the switch at the splash pad. There also needs to be a switch that triggers the activator and the splash pad, so that the sequence can be turned on from the panel. This allows the pad to be serviced by one staff member.

### **Layout and Play**

1. The concrete pad shall be separated into designated Spray Zones & Overspray Zones.
2. Spray Zones shall be the area of the spray of each component.
3. Overspray Zone shall be 2.0m (minimum) larger than the spray zone of each component, or as required for the individual jet based on available water pressure.
4. The water play design of the spray pad must accommodate both junior, senior, and accessibility play areas.

### **Maintenance Requirements**

The contractor shall provide a comprehensive operations manual according to the following specifications:

1. Furnish the Owner with all instructional and operational materials in a PDF electronic file format and with three (3) complete hard copies assembled in manuals and permanent, three-ringed or three-post binders.
2. Provide title and contract number on covers and spine. Title page shall list Service Contact Information.
3. Material shall be assembled and bound in the same order as specified, and each volume shall have a table of contents and suitable index tabs outlining as-built drawings, parts list and product cut sheets, operation instructions, maintenance requirements, programming procedures, and winterization data for all spray pad equipment. It shall describe start-up procedure, day-to-day operation of the system and winterization procedures.

### **Splash Pad Programming:**

Splash pad development will be separated into sections called junior play targeted for users 18 months to 5 years of age, and senior play targeted for users 5 to 12 years of age. Junior and senior programs shall be built within the same splash pad as separate elements, differing in components as follows:

1. Both junior and senior splash pad elements shall include both ground and vertical elements.
2. Designs need to consider accessibility, including adequate room for wheelchairs between features, sound and texture as part of the interactive experience.

### **Splash Pad Components**

Including all safety aspects, the following guidelines should be followed when considering the design of the spray pad components:

1. Overall design of the project should provide many opportunities for interactive play (i.e. water guns, spinning water features, moving buckets).
2. Arrange play equipment such that junior play features and senior play features are clustered separately. Where possible, position junior play features closer to seating areas to allow for adult supervision.
3. Provide adequate space between ground jets and vertical posts to allow for many children running around features without running into posts and other children.
4. Where vertical elements are specified, it is preferred to install components with easily removable deck level anchoring system and toe guards, such as Vortex “Safeswap” anchoring system, Waterplay “DEX” anchoring system, or equivalent quality.
5. Provide non-metal pinch free nozzles such as Delrin or Acetal in order to avoid rust or galling.
6. In order to reduce water use, low flow nozzles are encouraged.
7. Components should be stainless steel and have seamless welds, smooth powder coating, and be chip resistant.

### **Materials:**

1. All aquatic products shall be manufactured from 304/304L stainless steel. The anchoring system and associated fastening hardware shall be manufactured from 304/304L stainless steel.
2. Exposed and accessible hardware shall be tamper resistant, requiring a special tool for removal.
3. All vertical spray products shall be painted with a polyester smooth glossy heat-cured powder coat that is UV and chemical resistant and suitable for public places.
4. Splash pad system controller shall be the Maestro Pro by Vortex intelligent controller or approved equivalent.
5. The Contractor shall complete any electrical requirements from the electrical panel to the controller in the vault.

6. The Controller shall be Siemens (or approved equal) PLC (programmable logic controller) pre-programmed with 3 different sequences and have the capability to be revised by the Owner, preferably via an on-site touch pad user interface.
7. The distribution manifold shall be supplied with the following features:
  - a. brass electronic solenoid valves, brass valves and; and,
  - b. A pressure regulating valve to ensure constant working pressure as required by spray equipment manufacturer.
8. If using copper tubing for piping to the spray components, it shall be Type K.
9. Flow through (drain) piping shall be PVC.

#### **A.3.4 PROJECT TASKS**

The following are minimum project requirements. The final sequence and details of tasks will be determined in consultation with the successful Proponent. If the Proponent considers additional tasks as being required, submit as part of the proposal.

- Project Planning
- Preliminary and Detail Design
- Construction

#### **A.3.5 PROJECT DELIVERABLES**

This RFP is to select a Contractor to (if the Proponent considers additional deliverables as being required, submit as part of the proposal):

1. Prepare the design of the splash pad in accordance with all federal and provincial regulations and industry standards. Design drawings shall include site plan of the splash pad, grading drawing, site servicing drawing, erosion and sediment control drawing, flow-through system drawing and electrical drawings.
2. Plumbing must comply with the latest edition of the Ontario Building Code Act.
3. Electrical designs shall comply with the latest edition of the Ontario Electrical Safety Code.
4. Complete all applications for approvals required by the Province, Town of Atikokan, local utilities as well as any other regulatory entities.
5. Complete 30%, 60%, 90% and Issued for Construction (IFC) drawings. Drawings to be submitted to the Town for review during each design phase and meetings held to discuss the design.
6. 30% submission shall investigate, propose, and recommend a minimum of three (3) options to achieve the project objectives. Produce a construction cost estimate for each option.

7. Class C, B, and A construction cost estimates shall be provided at the 60%, 90%, and IFC design submittals, respectively.
8. Consult with utilities throughout the design process. If there are conflicts, work with the utilities to find a suitable solution.
9. Prepare and host a Public Information Session to review the design with the public before finalizing the design.
10. Complete the build of the splash pad including but not limited to:
  - a. Excavation and grading.
  - b. New water service and drain pipes.
  - c. Splash pad with flow through system.
  - d. Concrete pad and pathways.
  - e. Landscaping features (benches, topsoil, sod etc.).
  - f. Mechanical room/vault including all electrical, pumps, setup and maintenance manuals.
  - g. Electrical for the entirety of the project.
11. Complete As-Built drawings once construction is complete and submit to the Town electronic PDF and hard copies as well as provide CAD files. The As-Built package is to be submitted to the Town no later than 3 months after project completion.
12. Contractor shall provide the Town a comprehensive operations manual as detailed above.
13. Contractor shall train the Town on how the system works and functions for maintenance purposes.
14. Contractor shall provide the Town shop drawings for each spray component for the splash pad. Shop drawings shall be submitted to the Town for review and approval prior to construction.

### **A.3.6 PUBLIC ENGAGEMENT/CONSULTATION**

Preparation of the preliminary and final designs will require interaction with key stakeholders through a public engagement process: to describe/explain the process and optional approaches, to determine community issues and expectations, to obtain feedback on proposed designs.

The Proponent shall detail the approach to public engagement and communications in terms of stakeholder consultation, public outreach, methods of engagement, obtaining input and conveying information.

Key stakeholders may include but are not limited to:

- Town Council;
- Town staff;

- Town Contractor; and,
- Others as may be identified by the Town.

The successful Contractor will be required to attend and make presentation at one in person public consultation session held in Atikokan as well as at a minimum of three (3) formal design review meetings (which can be held remotely online).

### **A.3.7 PROPOSED SCHEDULE**

The project shall be completed before November 30, 2026. If feasible/possible, a shorter time frame for completion of the project is preferred by the Town.

The Proponent shall provide a detailed project work plan and schedule showing the tasks and activities to be undertaken in order to meet the project requirements within the stipulated timeframe, including approximate timing of key internal, public/stakeholder engagement meeting and formal design meetings.

An initial meeting with Town Staff will be required once the contract is awarded to refine the work program and for the Contractor to obtain any available background material.

The schedule shall be updated regularly whenever required to show project progress and shall be submitted to the Town. The Proponent shall keep Town staff informed on the project's status every 2 weeks. Any reasonable steps that will advance the completion of the project will be considered.

### **A.3.8 WORK PLAN ELEMENTS**

Each proponent shall propose a work plan and schedule to be included in their proposal. Proponents are responsible to identify required elements for inclusion in their work plan. The submitted project budget should include breakdowns of each component of the work plan, indicating costs per component. The following are to be included with the work plan:

1. Provide a work plan which demonstrates understanding of the required scope of work to address the Town's needs. Include, if applicable; value added services and/or innovative concepts that your firm can bring to the project.
2. The work plan (in Gantt chart format) should include key tasks to be completed for the project which shall match with the tasks listed in the Contractor's project schedule.
3. The work plan should also include a section which identifies all materials/background information etc., that the Contractor expects will be provided to them by the Town.
4. The work plan should be in adherence to the project timelines outlined in the Request for Proposal document including all key milestones.
5. Provide a detailed project schedule that articulates the Contractor's proposed work plan. It should include key personnel, tasks assigned, number of hours and total number of hours

It is the responsibility of the Contractor to supply all services which may be reasonably implied to be required to complete the work covered in this Request for Proposal.

### **A.3.9 PROJECT MANAGEMENT**

The successful Proponent shall appoint one person as Contractor Project Manager who is required to participate in all phases of the work, and shall have the requisite qualifications, expertise and ability.

The Contractor Project Manager shall:

- Report to the Town's Representative;
- Keep the Town's Representative informed of progress on a regular basis;
- Provide the Town's Representative with copies of all relevant correspondence;
- Consult with the Town's Representative on issues as they may arise, options considered and solutions;
- Consult with and obtained approval from the Town's Representative prior to deviations from standards, specifications and the design;
- Consult with and obtain approval from the Town's Representative prior to any significant schedule changes; and,
- Lead meetings with stakeholders and others as required.

### **A.3.10 BACKGROUND INFORMATION / RESOURCES**

The Town will provide copies of available information in their possession and on request of the successful Proponent.

## **B. PRE-CONDITIONS OF AWARD**

Pre-conditions of award are the following:

- **Insurance** Upon selection and prior to award the successful proponent will be required to provide a valid certificate of insurance in accordance with the limits established in the agreement.
- **WSIB Clearance** Upon selection and prior to award the successful proponent will be required to provide a valid Clearance Certificate from the Workplace Safety and Insurance Board.
- **Contract** Upon selection and prior to award the selected proponent shall execute the agreement when requested by the Town to do so.

## **C. RATED CRITERIA**

The following sets out the categories, weightings and descriptions of the rated criteria of the RFP.

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Proponents will be required to meet a minimum threshold score of 42 points (60%) in the non-price rated criteria to be eligible to move on to the next stage – evaluation of price.

<b>Rated Criteria</b>	<b>Weighting (Points)</b>
C.1 Corporate Experience	10 points
C.2 Project Team	20 points
C.3 Methodology and Work Plan	20 points
C.4 Identification of Key Issues	5 points
C.5 Project Schedule	15 points
<b>Total Non-Price Rated Criteria</b>	<b>70 points</b>
<b>Price</b>	<b>30 points</b>

## Proposal Content for Non-Price Criteria

The RFP response shall include at a minimum the following information.

Proposals should address the Deliverables and be a maximum of fifteen (15) pages, excluding table of contents, appendices, and CVs, using Arial font size 12-point.

### **C.1 Corporate Experience (10 points)**

Provide a brief overview of your firm's background and areas of expertise for similar type of projects. Include the address and telephone number of your main office and any local offices from which the work is to be directed.

### **C.2 Project Team (20 points)**

Provide a reporting structure chart identifying the Project Manager and key technical Personnel to be assigned to the project and show the reporting relationships among these individuals. Where Personnel are drawn from more than one office or firm, indicate how you will ensure timely and accurate communication among team members. (5 points)

Identify the Principal(s), and team members assigned to work with the Owner on this project; describe their education, professional qualifications, and experience specifically related to the Deliverables. (10 points)

Identify all sub-Contractors that will be utilized on the project and outline their relevant experience and qualifications. Indicate the Deliverables allocated to each sub-Contractor. (5 points)

### **C.3 Methodology and Work Plan(20 points)**

Propose a work plan, which is comprehensive in addressing the RFP's requirements and considers

all items which are necessary for successful completion of the project. (10 points)

Provide your methodology of completing each task for the assignment. (5 points)

Describe your approach to the Deliverables required. Provide sufficient detail to demonstrate your understanding of the scope and objectives of the project. (5 points)

**C.4 Identification of Key Issues: (5points)**

Indicate any major difficulties anticipated in implementing the project and discuss potential solutions to mitigate.

**C.5 Project Schedule: (15 points)**

Submit a detailed schedule in Gantt chart format outlining a clear critical path diagram of the proposed progress of all activities for the main items within the work plan, including key milestones.

The schedule should be broken down into weekly increments indicating requirements for Owner-supplied information/decisions that are required to maintain the proposed schedule. (7.5 points)

Provide a proposed schedule to complete the tasks in the proposed work plan as well as a person-hours matrix with rates, outlining the hours each team member has allocated to each of the tasks in the proposed work plan along with their corresponding billing rate. Provide the total proposed project costs, inclusive of fees and expenses, excluding HST (7.5 points).

**C.6 Price: (30points)**

Provide lump sum prices associated with each major work task (excluding HST). Payment to the Contractor will be made following the Town's determination of percent complete and receipt of a payment request from the Contractor.

**C.7 Municipal Buy Ontario Procurement Directive**

The government of Ontario, under authority of the Buy Ontario Act, has issued the Municipal Buy Ontario Procurement Directive. This Directive requires Ontario municipalities to assign preference to products and services originating in Ontario and other Canadian provinces. In accordance with this Directive, the Town requires that bidders/proponents submit a Domestic Supply Chain Plan, stating the values and origins of Major Goods and Services included in their bid/proposal. The information provided in the Domestic Supply Chain Plan shall be used to provide a 10% evaluation advantage to the Bidder/Proponent with the highest proportion of domestic goods and services (with an emphasis on Ontario-origin goods and services). The Domestic Supply Chain Plan forms part of the Proposal submission.

To determine which Proponent receives the evaluation advantage, the following formula will be applied:

$$\text{Domestic Proportion} = \frac{A + A + B}{\text{Total Tender Price}} \times 100\%$$

Where:

*A = Total Value of Ontario -origin Major Goods and Services*

*B = Total Value of Canada -origin Major Goods and Services*

*All values exclude HST*

During the evaluation of Proposals by the Town, the Proposal with the highest Domestic Proportion, will have a 10% reduction applied to their Total Tender Price. The reduction is for evaluation purposes only; the Contract entered into will reflect the bid/proposed pricing.

In accordance with the Directive, Proponents who meet the definition of a U.S. business are ineligible to participate in the procurement process.

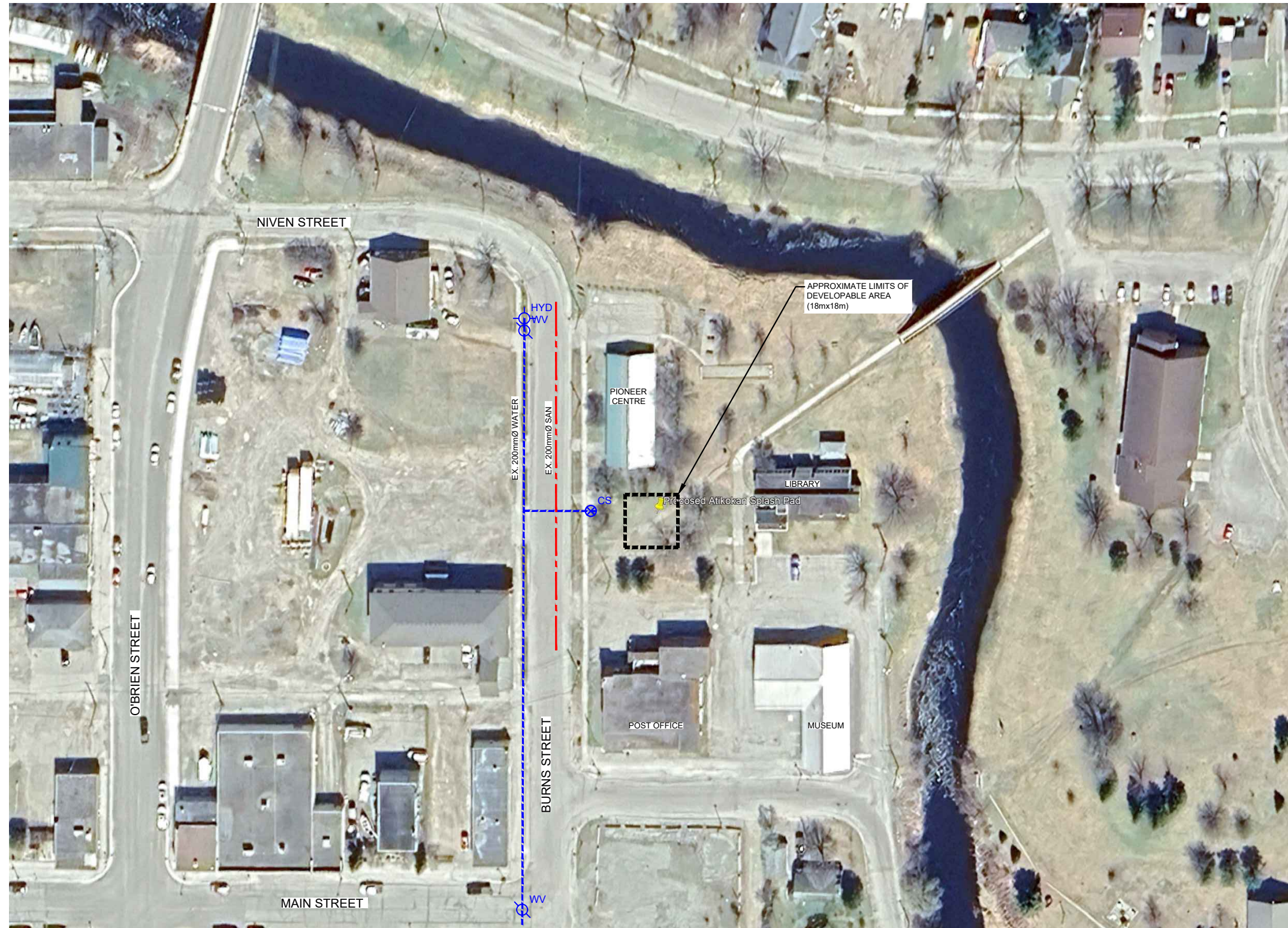
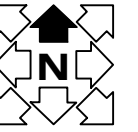
Proponents are required to complete the Domestic Supply Chain Plan on this sheet and shall make an entry against each item listed. No blank spaces are to be left; for services carried out by the Proponents own forces, enter “own forces” in the supplier/contractor column.

Failure by a Proponent to comply with the foregoing requirements will result in their tender being disqualified by the Town.

By submitting their proposal, the Proponent represents and warrants that all information provided is true and accurate to the best of their knowledge. The Proponent understands, acknowledges and agrees that any false representation made by the Proponent is subject to all civil and criminal consequences provided at law.

Domestic Supply Chain Plan			
Major goods			
Item	Manufacturer	Dollar Value per Place of Origin	
		Ontario	Canada
Sewer service pipe			
Water service pipe			
Water service fittings and appurtenances			
Spray pad equipment			
Landscape appurtenances			
Concrete cement			
Sub-Total, Goods (dollar values):			

<b>Major Services</b>			
Item	Supplier/Contractor	Dollar Value per Place of Origin	
		Ontario	Canada
Sewer installation			
Watermain installation			
Concrete			
Splash pad construction			
Sub-Total, Services (dollar values):			
Total Values (Goods and Services):			



- NOTES: 1. ALL DIMENSIONS ARE IN METRES UNLESS NOTED.  
 2. DO NOT SCALE DRAWING.  
 3. DRAWING SHOWS PROPOSED CONSTRUCTION EMPHASIZED.  
 4. EXISTING CONDITIONS APPEAR SCREENED IN BACKGROUND.  
 5. LOCATION OF EXISTING UTILITIES ARE APPROXIMATE ONLY AND MUST BE VERIFIED BY CONTRACTOR.

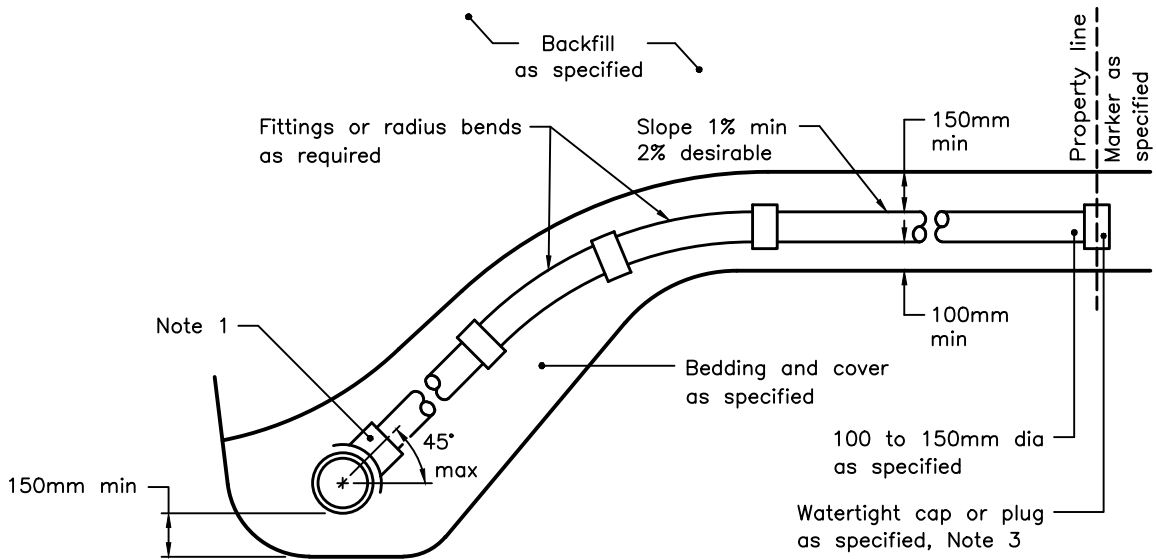
No	DESCRIPTION	DATE	INITIAL
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REVISIONS			



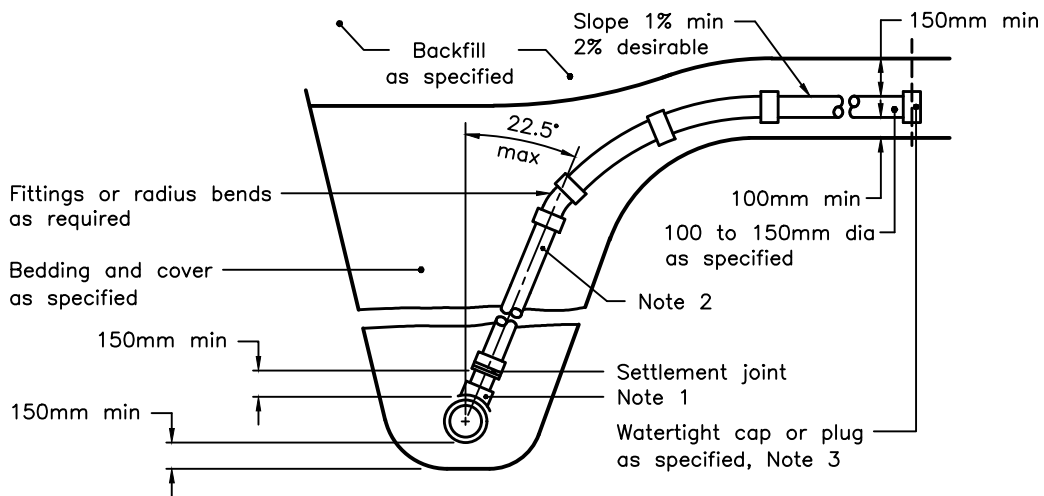
SCALE	1:750
CHK	C. KRESIN
DATE	MAR 01 2026
DWG.	R. Daisel
GEO BM	
FILE	2610 Atikokan splash Pad

CORPORATION OF THE TOWN OF ATIKOKAN  
**PROPOSED SPLASH PAD**  
 BURNS STREET

DRAWING NO.  
**P1**



**CONNECTION WITHOUT VERTICAL RISER**



**CONNECTION WITH VERTICAL RISER**

**NOTES:**

- 1 Sewer service connections to the main pipe sewer shall be made using factory made tees, strap-on-saddles, or other approved saddles.
- 2 Vertical risers shall be as specified.
- 3 Cap or plug at property line shall be adequately braced.
- A Maintenance holes shall be used at the main sewer to connect service connections greater than 200mm.
- B For new construction, saddles shall be installed on the main pipe before that pipe is laid.
- C Approved cut-in tool shall be used for field made connections.
- D All dimensions are in millimetres unless otherwise shown.

ONTARIO PROVINCIAL STANDARD DRAWING

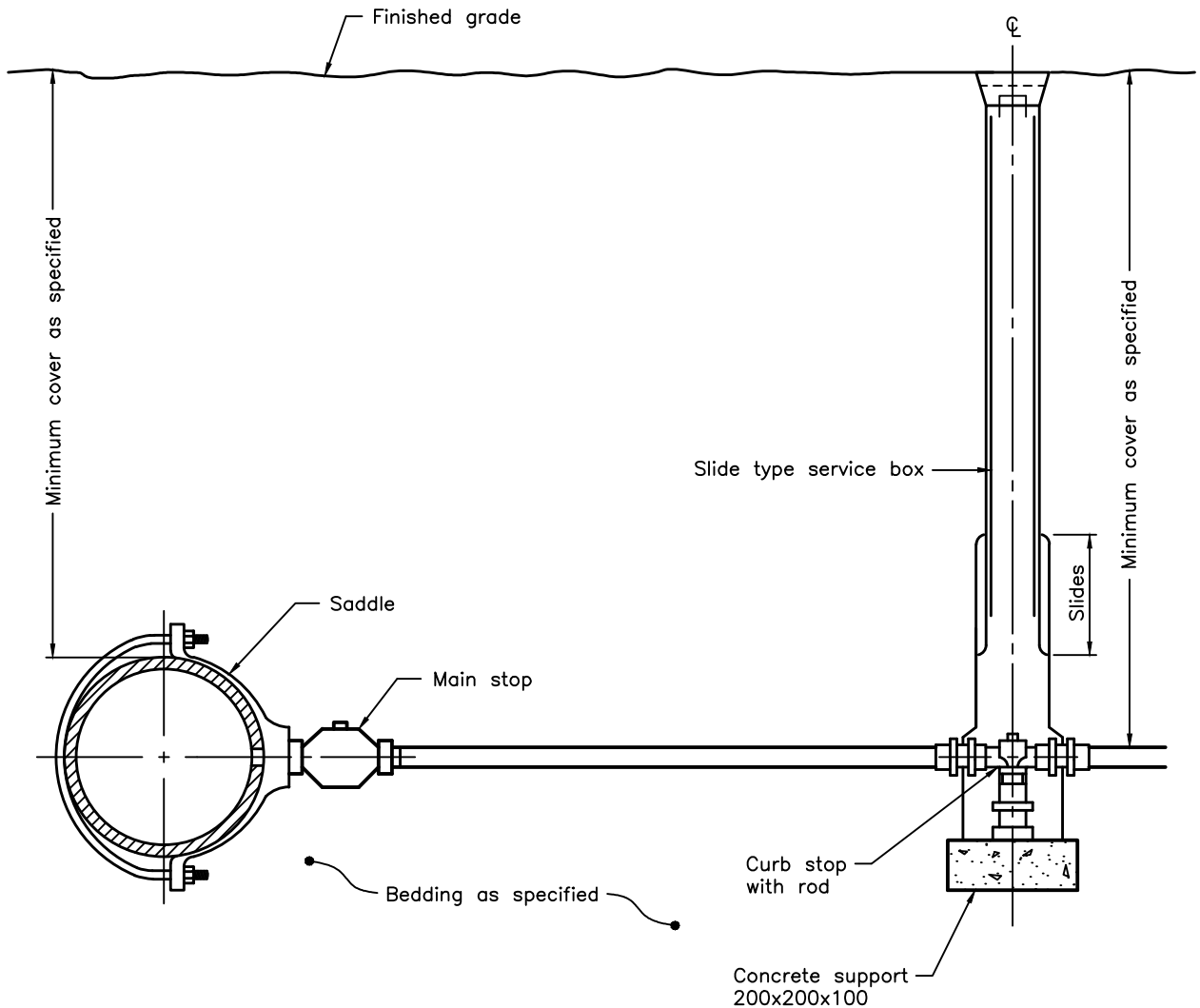
Nov 2021

Rev 4

**SEWER SERVICE CONNECTIONS  
FOR MAIN PIPE SEWER**



**OPSD 1006.010**



**NOTES:**

- A Couplings shall not be permitted unless the service length exceeds 20m between the main stop and curb stop.
- B All water services shall be installed 90° to the longitudinal axis of the watermain.
- C Backfill material within 500mm of service box shall be native or imported, as specified.
- D All dimensions are in millimetres unless otherwise shown.

ONTARIO PROVINCIAL STANDARD DRAWING

Nov 2018 Rev 3

**WATER SERVICE CONNECTION**

32, 38, and 50mm DIAMETER SIZES



**OPSD 1104.020**