



**Township of Wellington North
GROUND WATER MODELLING
Request for Proposal (RFP 2025-007)**

ADDENDUM NO. 1

This addendum has been issued to revise the tender package as follows:
The following questions have been received. Answers / Clarification follow each question:

Question 1:

Tender references an Appendix A but there is none within the tender document.

Answer / Clarification 1:

See attached Appendix A – Copy of the simple contract document.

Question 2:

Given that the municipality may make a decision to modify the scope to fit within its budget restrictions, can you share your budget limit for this project?

Answer / Clarification 2:

Approved 2025 Capital Budget from each participating municipality in the RFP can be located on their respective website; Township of Wellington North; Township of Minto; Township of Mapleton.

Addendum #1 Issued: September 4, 2025

This addendum shall form part of the contract documents. The tenderer shall sign the addendum and shall submit this addendum in the same envelope as their tender. The tenderer shall acknowledge receipt of this tender on the Form of Proposal.

Signature_____

Company_____

SERVICE CONTRACT

THIS AGREEMENT MADE THIS XX DAY OF _____, 2025.

This Agreement for:

RFP 2025-007 Ground Water in the amount of \$XXXX plus applicable tax

(Scope of Work & Estimated Cost (if applicable))

BETWEEN:

The Corporation of the Township of Wellington North
(Hereinafter referred to as the "Municipality")

-And-

XXXXX
(Hereinafter referred to as "Contractor")

WHEREAS the Municipality owns various properties, buildings, equipment, and infrastructure within the Township of Wellington North;

AND WHEREAS Contractor provides "the services" described in the above detailed "scope of work";

AND WHEREAS the Municipality has requested that Contractor provide services on assets owned or otherwise under the control of the Township of Wellington North with the terms and conditions set out herein;

NOW THEREFORE in consideration of the covenants in this Agreement and for other good and valuable consideration the parties hereto agree as follows:

1. LEGAL COMPLIANCE

- a) The contract shall be governed by, subject to and interpreted in accordance with the laws of the Province of Ontario; e.g., the Sale of Goods Act.
- b) The successful bidder will also be required to comply with all local, municipal, provincial, and federal license requirements, laws, regulations, ordinances, and codes.
- c) This Agreement shall be read and interpreted in conjunction with any terms and conditions detailed within related procurement documents (RFP, RFQ) and all applicable Ontario laws and regulations.

2. SCHEDULE / TERM

- a) Contractor hereby agrees to provide the services within the timeframe discussed with the procuring Municipal representative.
- b) Scheduled Completion Date: **September 30, 2026**
- c) No such date of completion extension shall be made for delays unless written notice of same is given to the Municipality within seven (7) days of its commencement. Other than in the case of a continuing cause of delay, only one claim shall be necessary.

3. CONFLICT OF INTEREST

- a) An employee of the Municipality shall not have a direct or indirect interest in a company or own a company, which sells goods or services to the Municipality.

4. LEVEL OF PERFORMANCE

- a) Contractor hereby agrees to provide the services at the level of service consistent with best practice within their industry.

5. PROJECT CONTACTS:

Contractor's contact shall be:

CONTRACTOR'S CONTACT

XXX, P.Eng.

CONTRACTOR'S MAILING
ADDRESS:

XXX, ON X#X #X#

CONTRACTOR'S PHONE
NUMBER:

(XXX) XXX XXX

CONTRACTOR'S EMAIL
ADDRESS:

XXX@XXXX.com

The Municipality's contact shall be:

CONTRACTOR'S CONTACT

Tammy Stevenson, Manager of Infrastructure and Engineering

CONTRACTOR'S MAILING
ADDRESS:

7490 Sideroad 7 West, PO Box 125,
Kenilworth, ON, N0G 2E0

CONTRACTOR'S PHONE
NUMBER:

(519) 848-3620 Ext. 4629

CONTRACTOR'S EMAIL
ADDRESS:

tstevenson@wellington-north.com

6. INDEMNIFICATION

- a) Contractor shall indemnify and hold harmless the Municipality its officers and employees from and against all claims, demands, losses, expenses (including legal fees and disbursements initially and with any and all appeals), costs, damages, actions suits or proceedings by third parties, hereinafter called "Claims", directly or indirectly arising, or alleged to arise out of the performance of or the failure to perform the services, unless such Claims are:
- b) Caused by negligent acts of the Municipality or its officers and employees or anyone for whose acts the Municipality or its contractors may be liable;

7. CANCELLATION

- a) Failure by the successful vendor to comply with all terms, conditions, and general provisions of this Contract to the satisfaction of the Municipality, shall be just cause for the cancellation of the contract award. The Municipality shall then have the right to award this contract to any other vendor, or to re-issue the Request for Tender/Quotation/Proposal.

8. VENDOR DEFAULT

- a) In cases of vendor performance default, the Municipality shall, at their discretion, procure the product(s)/service(s) from other sources and hold the vendor responsible for costs incurred.
- b) The Municipality designee reserves the right to cancel the contract with the defaulted vendor and negotiate with an alternative bidder or call a new Request for Tender/Quotation/Proposal.
- c) The Municipality designee shall have the right to remove any vendor who defaults on any contract with the Municipality from its current and future bidder listings.

9. NON-ASSIGNMENT

- a) It is mutually agreed and understood that the vendor shall not assign, transfer, convey, sublet, or otherwise dispose of their contract or their right, title, or interest therein, or their power to execute the contract, to any other person, firm, company, or corporation without the previous written consent of the Municipality.

10. INSURANCE

- a) Contractor shall, at its own expense, obtain and maintain required insurance until the termination of the contract, and provide the Municipality with evidence of Commercial General Liability Insurance.
- b) Errors and Omissions Insurance coverage in an amount of not less than two million dollars (\$2,000,000.00) in regards to this project.
- c) Comprehensive general liability insurance and completed operations on an occurrence basis for an amount not less than Five Million dollars (\$5,000,000) for any negligent acts or omissions by the Proponent relating to its obligations under this Agreement. Such insurance shall include, but is not limited to Bodily Injury and Property Damage including loss of use; personal injury; contractual liability; premises, property & operations; non-owned automobile liability, broad form property damage, owners and contractors' protective, products and completed operations, employees as additional Insured,

occurrence property damage, stolen/lost or damaged materials or equipment, contingent employers liability, cross liability and severability of interest clauses;

- d) Such insurance shall add the Corporation of the Township of Wellington North as an Additional Insured subject to a waiver of subrogation in favour of the Municipality with respect to the operations of the Proponent. This insurance shall be non-contributing with and apply as primary and not as excess of any insurance available to the Municipality. Contractor A shall indemnify and hold the Corporation of the Township of Wellington North harmless from and against any liability, loss, claims, demands, costs, and expenses, including reasonable legal fees, occasioned wholly or in part by any negligence act or omission whether willful or otherwise by Contractor A, its agents, officers, employees, or other persons for whom the Proponent is legally responsible.
- e) The above-mentioned policies shall be endorsed to provide that thirty (30) days' notice of any change or amendment to or cancellation, termination or expiry of the policy is to be given to the Municipality.
- f) The above-mentioned policies shall name the Municipality as an additional insured as its interest may appear.
- g) Contractor shall be solely responsible for the payment of all deductibles payable under such policies.
- h) Contractor shall furnish to the Municipality certificates or certified copies of all such policies, as may be required by the Municipality, for all such policies and evidence of the continuation of such coverage not less than thirty (30) days prior to the respective expiry dates.
- i) Contractor shall forward a certified copy of their liability insurance policy and WSIB clearance. certificate thereof to the Municipality before the work is started.

11. SAFETY

- a) Contractor shall be responsible for the health, safety, and wellness of their workers through the term of this agreement. Contractor A shall be responsible for ensuring any paperwork necessary for the "scope of work" is obtained from the Ministry of Labour, Ministry of Transportation, Wellington County, or other approval authority to complete the work safely and in compliance with all laws and regulation. A copy of any safety related paperwork for this project can be requested at any time by the Municipality for their records.

12. GUARANTEED MAINTENANCE PERIOD

- a) Contractor shall promptly correct at no additional cost to the Municipality, defects or deficiencies in the work which appear during the 24-month period after completion of the work. If the Municipality notifies Contractor in writing of deficiencies prior to the expiry of the 24-month warranty period, Contractor shall make good such deficiencies, notwithstanding that the work may commence after the 24-month period.

13. OCCUPATIONAL HEALTH & SAFETY

- a) The bidder warrants that the items supplied to the Municipality conform in all respects to the standards set forth by Federal and Provincial agencies. Failure to comply with this condition will be considered a breach of contract.

- b) Contractor shall provide to the Municipality a copy of their Health and Safety and Workplace Violence and Harassment Policy, or a written statement that they have a workplace Health and Safety and Violence and Harassment policy in effect.
- c) Contractor will be required as requested to review the Municipality's Accessible Standards Policy and certify compliance.
- d) When working on the roadside Contractor must comply with the Ontario Traffic Manual – Book 7 – Temporary Conditions. Failure to adhere to these practices may result in termination of the Contract without financial penalty to the Municipality.

14. TRAFFIC CONTROL

- a) All traffic control is to be in accordance with the Ontario Traffic Manual, Book 7 Temporary Conditions and all required traffic control devices must be supplied by Contractor A indicating to motorists the proper route around the work area.
- b) Closure of roadways to public access will be permitted only with the exclusive permission of the Township of Wellington North Manager, Transportation Services, or their designate. Contractor A will discuss with the Township of Wellington North Manager, Transportation Services, any intent to close a roadway to public access.
- c) Where a road closure is necessary and a detour route be required on either a Township, County and/or Ministry of Transportation owned highway, Contractor A will be responsible to supply and maintain all signage required to appropriately redirect traffic around the work area and along the detour route.
- d) Contractor will be responsible for notifying all road authorities and emergency services of any road closure and detour route established as a result of the performance of this contract.
- e) Contractor shall, follow all the rules and regulations of the Occupational Health and Safety Act with regards to traffic control requirements and where required, supply an adequate number of qualified flag people to direct traffic at all times during application of asphalt.

15. OWNERSHIP OF CONTRACT MATERIAL

- a) Contractor releases all rights to the contract documents, which, on acceptance by the Municipality, become the property of the Municipality. All documentation, hard copy, soft copy or otherwise, resulting from the execution of this project is remains or becomes the property of the Municipality.
- b) All documentation, hard copy, soft copy of otherwise, resulting from the execution of this project is subject to public disclosure under the Municipal Freedom of Information and Protection of Privacy Act and/or the municipal Routine Disclosure Policy.

16. PAYMENT

- a) Lump sum payment will only be made 30 days after final acceptance of completed works, with receipt of invoice and associated documentation (complete with clearly stated customer, location of the service work, and detailed description of the service provided).
- b) Municipality's standard payment terms are Net 30 days from date of acceptance of completed works or your invoice date whichever is later.

17. AUTHORITY

- a) The Municipality warrants that it has taken all necessary steps, done all acts, passed all by-laws and obtained all approvals required to give it the authority to enter into this Agreement.

IN WITNESS WHEREOF this Agreement has been signed by the parties on the date first mentioned above.

**THE CORPORATION OF THE
TOWNSHIP OF WELLINGTON NORTH**

XXX – XXX

I/We have authority to bind the corporation.

XXX

Signing Authority - Title

Signing Authority - Title

I/we have the authority to bind the corporation