



## The Corporation of the Town of Carleton Place

### Request For Proposals

#### Professional Services – Municipal Land Use Planning

Addendum No. 1 – January 21, 2026

#### To All Recipients

The following changes, additions, and/or deletions are hereby made as part of the RFP documents for the Municipal Land Use Planning Services, as fully and completely as if the same were fully set forth therein:

#### Inquiries

- Q1 Is it the expectation that the proponent provides recommendation reports for additional applications under the Planning Act (for example, Official Plan Amendments, Consents and plans of Subdivision)? I note that the proponent is required to advise the applicant on these items at pre-consultation.*
- A1 The applicant may to requested to provide comments on consent applications but will not be requested to review Official Plan Amendments, Development Permit Amendments or Subdivision applications.
- Q2 Approximately how many planning applications applicable to this RFP has Town typically processed on a given year?*
- A2 The number of planning applications applicable to this RFP is demand driven and is difficult to estimate at this time.
- Q3 It is noted that the Town has planners. Is the expectation that the proponent reviews all planning applications or will the proponent's role specifically address overflow?*
- A3 No, it is the expectation that the proponent will be responsible for overflow on an as needed basis.
- Q4 Are meetings, including pre-consultation meetings and Committee of the Whole meetings, expected to be in-person or held using a virtual platform (e.g. Microsoft Teams or Zoom)?*

A4 Pre-consultation sessions are to be conducted virtually. Attendance will not be required at Committee of the Whole meetings.

Q5 *What is the expectation regarding site visits? Is it expected that the proponent conducts site visits for each planning application?*

A5 No. Staff will ensure that sufficient information regarding the sites is provided without the need for a site visit.

Q6 *Is there an application backlog?*

A6 No, presently there is no backlog of files.

Q7 *How many files would be expected to be dealt with in the first 90 days?*

A7 Approximately 1-2.

Q8 *Are Pre Pre-Consultation Meetings with applicants expected to be conducted on-line or in person?*

A8 All meetings are expected to be conducted online.

Q9 *How many days in advance of a Committee meeting is the agenda deadline set by the Clerk's department?*

A9 The Committee agenda is prepared and published 7 days prior to the meeting. All draft reports from the proponent must be delivered to Town Staff at least 6 days prior to the agenda deadline.

Q10 *Is the Consultant expected to prepare maps, graphics, coordinate signage for on-site signs, and/or mailouts for notification to property owners for applications, or will this be a function performed by Town staff?*

A10 Town staff will perform the administrative steps involved in noticing the application. The consultant will be expected to prepare any maps and graphics required for their staff report.

Q11 *Can you confirm if the consultant is responsible for completing web-ready accessible documents?*

A11 All documents are to be provided in a WCAG 2.0 accessible standard as both .doc and .pdf files.

Q12 *Under Proponent's Statement of Understanding it reads: "None of the conditions contained in the Proponent's (seller's) standard or general (printed) conditions of sale shall be of any effect unless explicitly agreed to by the Town as set forth or specifically referred to therein. Does this mean that a proponent can submit their standard T&Cs to be considered as form of contract? Also, will this Part B-standard terms and conditions form part of the resulting agreement with the successful proponent?*

A12 Yes, the proponent may submit their own terms and conditions for consideration by Town staff as part of their bid.

Q13 *Under "Indemnification", this contemplates indemnifying agents of the Town (too remote and unidentifiable) and payment of indirect costs and damages. Also, there is no language on proponent's liability cap and mutual waiver of consequential damages, thus exposing the Proponent (seller) to unlimited financial liabilities for breach or negligence except in instances falling under A and B below. The proposed edits here will be material in contract negotiation or submission of proposed changes to client in case Part B's language will be inserted into the form of contract. Would the Town consider these proposed edits?*

#### 10. Indemnification

The Proponent shall indemnify and save harmless the Corporation from and against ~~all claims, actions,~~ losses, expenses, costs or damages ~~of every direct nature and kind whatsoever~~ which the Corporation, its employees, officers or agents may directly suffer and reasonably incur, as the immediate a result of the negligence or breach of contract of the Proponent,

A13 No, in reviewing the proposed changes with the Town's insurance underwriter we are not prepared to undertake the changes. Please refer to the original text of the RFP.

Q14 *No liability cap, and proponent may also be exposed to unlimited financial liability. Thus, it will be crucial to propose liability cap and waiver from claiming indirect and consequential damages. Will the Town consider these additional / edits?*

10.1 The parties agree to the fullest extent permitted by law, to limit the aggregate liability of the Proponent its officers, directors, employees, and subconsultants to the Corporation and/or any person or entity claiming by or through the Corporation for any and all claims, losses, costs or damages, including legal fees and expert witness fees of any nature whatsoever from any cause or causes so that the total aggregate liability of the Proponent, its officers, directors, employees, and subconsultants shall not exceed the cost of re-performance of defective services by the Proponent, the fees received in payment for the services supplied pursuant to this Contract in relation to a claim at issue, or the amount of \$1,000,000.00, whichever is the greater (the "Limitation Amount"), and further, in no event shall the Limitation Amount exceed the amount of per claim or per occurrence insurance limits of the insurance policy contemplated in Section 11 -Insurance and Workplace Safety Insurance Board, or such proceeds actually available to Proponent for the claim at issue at the time of settlement or final judgement net of any and all expenses paid or incurred on such claim at issue, payments made or incurred in connection with the other claims made against Proponent, or any other circumstances which may reduce, impair or eliminate the overall availability of such insurance to Proponent. It is intended that the provisions of this subsection apply to any and all liability or cause of action however alleged or arising, and it shall likewise survive expiry or termination of this Contract.

10.2 Notwithstanding any other provision in this Contract, and to the fullest extent permitted by law, neither Corporation nor Proponent and their respective officers, directors, employees, or subconsultants shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of or connected in any way to this Agreement. This mutual waiver of consequential damages shall include, but is not limited to, consequential, indirect, exemplary, or special damages, loss of use, loss of actual or anticipated revenue or profits, loss of business opportunity, loss of income, standby time, interest expenses, overhead, business interruption, loss of reputation, increased capital or operating costs, or increased financing costs and any other consequential damages that a party may have incurred from any cause of action including negligence, strict liability, breach of contract and breach of strict or implied warranty. The provisions of this subsection shall survive expiry or termination of Contract.

- A14 No, in reviewing the proposed changes with the Town's insurance underwriter we are not prepared to undertake the changes. Please refer to the original text of the RFP.
- Q15 *Under Insurance and Workplace Safety Insurance Board h) Owner's and Proponent's Protective. Does the Town mean owner's protective professional indemnity (OPPI) or Owners/Contractors Protective Liability Insurance? Either way, Proponents do not carry this. Can this be removed?*
- A15 No, in reviewing the proposed changes with the Town's insurance underwriter we are not prepared to undertake the changes. Please refer to the original text of the RFP.
- Q16 *Professional Liability Insurance: 90 days' notice of said cancellation or non-renewal must be provided to the Town of Carleton Place. Would the Town agree to a change to 30 days notice of cancellation and non-renewal, per Proponent PLI policy?*
- A16 No, in reviewing the proposed changes with the Town's insurance underwriter we are not prepared to undertake the changes. Please refer to the original text of the RFP.
- Q17 *Professional Liability Insurance: The Town of Carleton Place has the right to request that an Extended Reporting Endorsement be purchased by the Proponent at the Proponent's sole expense. May be disproportionately costly for Proponent to purchase extended reporting endorsement. Does the Town require the extended reporting endorsement before the successful proponent starts its work, or if such endorsement may be required as the work progresses?*
- A17 The Town will require evidence of an Extended Reporting Period when the work is completed or the contract ends in order to provide tail coverage.
- Q18 *Patents and Copyrights. Defense obligation not insurable; liability of Proponent's insurer is triggered only when Proponent's liability is a legal obligation and not just based on allegations; unlimited liability exposure. No liability cap and waiver from claiming indirect and consequential damages and losses (see proposed edits as*



sections 10.1 and 10.2 above to address this red flag during contract negotiation). Would the Town consider the following edits?

## 18. Patents and Copyrights

The Proponent shall at its expense, indemnify and hold harmless the Town for defend all directly-incurred liabilities, losses, damages, and reasonable legal expenses, claims, actions or proceedings ordered against the Town based on any allegations determination by a court or tribunal of competent jurisdiction, that the work or any part of the work constitutes an infringement of any patent, copyright or other proprietary rights, and shall pay to the Town all costs, damages, charges and expenses, including its legal fees.

A18 No, in reviewing the proposed changes with the Town's insurance underwriter, we are not prepared to undertake the changes. Please refer to the original text of the RFP.

Q19 *Occupational Health and Safety. The outlined works do not appear to involve control of project site. Moreover, constructors assume extensive liabilities for violations of OHSA. Proponent can only be responsible as an employer to its own staff. Would the Town agree to the proposed changes:*

## 20. Occupational Health and Safety Act

The successful Proponent, for purposes of the Ontario Occupational Health and Safety Act, shall be responsible for the occupational health and safety of its employees assigned to the performance of the Services, designated as the Constructor for this project and shall assume all of the responsibilities of the Constructor as set out in that Act and its regulations. The foregoing shall apply notwithstanding that the successful Proponent has been referred to as the 'Proponent' in this and any other related document.

The Proponent acknowledges that he/she has read and understood the Occupational Health and Safety Act.

The Proponent covenants and agrees to observe strictly and faithfully the provisions of the said Occupational Health and Safety Act and all regulations and rules promulgated there under.

The Proponent agrees to indemnify and save the Town harmless for directly resulting damages or reasonable fines, arising from any breach or breaches of the said Occupational Health and Safety Act and/or the Town's Health and Safety Policies and Procedures, due to from Proponent's violations of the said Act and/or policies.

The Proponent agrees to assume full responsibility for the enforcement of the said Occupational Health and Safety Act and the Town's Health and Safety Policies and Procedures to its own employees and to ensure compliance therewith.

A19 Yes, the Town agrees to the proposed changes.

Q20 *Contract Cancellation. Language is unqualified and can lead to an interpretation of a higher standard of care. Even minor missteps and unreasonable findings of errors will suffice to justify contract termination. The proposed edits here will be material in contract negotiation or submission of proposed changes to client in case Part B's language will be inserted into the form of contract. Will the Town agree to the proposed changes?*

b) If the Proponent, unjustifiably and without legal excuse: (i) fails to comply with any reasonable request, instruction or order of the Town; or fails to pay its accounts; or (ii) fails to comply with or persistently disregard statutes, regulations, by-laws or directives of relevant authorities relating to the work at the time the contract is in effect and which a service provider of ordinary skill, care and diligence ought to know and follow in the ordinary course of business; (iii) or fails to prosecute the work with the reasonable skill and diligence of a service provider performing similar services under similar circumstances, (iv) or assigns or sublets the contract or any portion thereof without the Town's written consent; (v) or refuses to correct defective work or (vi) is otherwise in default in carrying out its part of any of the terms, conditions and obligations of the contract, then, in any such case, the Town may, upon expiration of ten (10) days from the date of written notice to the Proponent, terminate the contract.

A20 No, the Town is not prepared to make these changes.

- Q21 What is the estimated number of files that the proponent is likely to be assigned over the course of 2026 (the Annual Activity Reporting on the website has not been updated since 2023)?*
- A21 The Town cannot comment on the file load as it will be demand driven. A copy of the Town's 2024 Annual Activity Report is available on the Town's [Committee of the Whole Agenda for February 18, 2025](#).
- Q22 Is attendance by the proponent at meetings (including public meetings and council meetings) expected to be in-person or is virtual attendance an option?*
- A22 Any meeting attendance required is expected to be virtual. Attendance is not required for Committee or Council meetings.
- Q23 Will the successful proponent be required to schedule the pre-consultation meetings with the applicants and other reviewers from the Town?*
- A23 No, initial pre-consultation scheduling will be undertaken by Town staff. Any further follow up and consultation would be the responsibility of the proponent once the nature of the application is known and file initiated.
- Q24 Does the Town of Carleton Place typically deliver the preliminary review listed in Phase 1: Application Consultation concurrent with the Pre-Consultation Meeting?*
- A24 Yes, during the pre-consultation meeting stage (either before or immediately after) Staff undertake the preliminary review of the proposal in order to finalize comments and instructions on submission requirements.
- Q25 Will the proponent be expected to attend the Committee of the Whole (virtually or in person) to answer questions during Phase 3 of the services?*
- A25 No. No attendance at the Committee of the Whole meetings will be required.
- Q26 Can the Town of Carleton Place provide typical review timelines for non-planning reviewers (eg. Engineering, traffic, heritage) to inform the proposed work plan?*
- A26 Our team works closely together on file review from pre-consultation through to execution and inspections. Comments from other departments are typically provided to the Planning staff within 10 days.
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All RFP holders shall acknowledge receipt and acceptance of this Addendum No. 1 by signing within the space provided and submitting the signed Addendum with the final proposal. Proposals submitted without this addendum may be considered incomplete.

Receipt acknowledged and conditions agreed to this \_\_\_\_\_ day of \_\_\_\_\_, 2026.

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FIRM NAME

\_\_\_\_\_

SIGNATURE

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TITLE OF PERSON SIGNING

Niki Dwyer, Director of Development Services  
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