



City of
Peterborough

**REQUEST FOR
PROPOSALS
DOCUMENT NO. P- 17-09**

**CONSULTING SERVICES TO DEVELOP
A MASTER PLAN OF LITTLE LAKE
AND AREA FOR THE CITY OF PETERBOROUGH**

CLOSING DATE: THURSDAY, MARCH 5, 2009 at 3:00 pm

SUBMITTED BY:

(Insert company name)

SUBMITTED TO:

**Corporate Services
City Hall, 500 George Street North
Peterborough, Ontario, K9H 3R9
Attn: Brian W. Horton,
Senior Director of Corporate Services**

NOTE: Potential Proponents **must provide contact information to the City (email to blawler@peterborough.ca)** in order to be placed on the Distribution List, and to be advised of any addenda or further information that is issued.

1.0 INTRODUCTION

The City of Peterborough (the "City") appreciates your interest in this Request For Proposals.

Request for Proposals **P-17-09** requires qualified consultants/consultant teams with a specialty in recreation/community consultation, environmental planning and landscape design services to develop an overall Master Plan for Little Lake and area in Peterborough, Ontario.

In this Request For Proposals, the successful Proponent shall be referred to as the "Consultant".

2.0 CLOSING TIME

Proposals are to be submitted to the City of Peterborough, Corporate Services, Main Floor City Hall, 500 George Street North, Peterborough, Ontario, prior to **3:00 pm on Thursday, March 5, 2009 (the "closing time")**.

Time registered on the City of Peterborough City Hall digital phone system will be considered the official time of day when determining exact time of submission. Proposals received after the closing time will not be accepted and will be returned to the Proponent unopened.

3.0 PROPOSAL OPENING AND RESULTS

All Proposals received prior to the closing time will be opened on **Thursday, March 5, 2009 at 3:15 pm** at City Hall.

As this is a Request For Proposals, for which a number of criteria will be evaluated, only the names of Proponents will be identified at the opening and the financial information submitted will not be publicly disclosed.

A list of Proponents will be available after the opening in the "Bid Record Book", located in Corporate Services; on the website at www.peterborough.ca/business/tenders.htm; or from Corporate Services at 705-742-7777 Extension 1860.

Proponents will not be notified in writing of the Proposal results.

Proponents acknowledge that by submitting a Proposal, they have made themselves fully aware of the requirements and that any and all inquiries pertaining to this Request For Proposals have been satisfied and are included as part of Proposal.

4.0 CITY CONTACT PERSONS

Proponents may contact Ms. Mary Gallop, Manager of Facilities and Special Projects, **by email only** at mgallop@peterborough.ca with questions related to the detailed specifications or the nature of the work required.

Questions related to the Proposal process itself should be directed to Bernadette Lawler of Corporate Services, at blawler@peterborough.ca or by fax to 705-748-8839.

Any questions, requests for information, or comments on this Request For Proposals should be addressed **not later than 4:30 pm on Thursday, February 26, 2009** to allow staff time to respond or to prepare and distribute an addendum as necessary, and to allow time for Proponents to receive and process the new information.

In accordance with Section 10 (7) of the City's Purchasing Policy By-law 06-175, City employees, other than the employees who are the official contact persons identified in the Request For Proposals, and City Council members, are prohibited from discussing any aspect of a Request For Proposals process with a prospective Proponent from the time the Request For Proposals is first issued until such time as an award report has been prepared and submitted to the appropriate approval authority.

Proponents are cautioned, therefore, to deal exclusively with the two City Contact persons referenced in this section.

5.0 THE PROPOSAL

5.1 Addenda

It may be necessary for a variety of reasons to issue addenda that may include, but not be limited to:

- i) Correction to or clarification of the Request For Proposals;
- ii) Extension of the closing date;
- iii) Retraction or cancellation of the Request For Proposals.

All addenda issued to potential Proponents who have provided contact information will include a covering letter asking the recipient to confirm receipt of the most recent addendum and any previous addenda.

Addenda will be faxed, emailed or mailed to the latest address as provided by the Proponent. It is the Proponent's responsibility to notify Corporate Services of any change to their fax number, email or mailing address.

Although the City will make every reasonable effort to ensure a Proponent receives all addenda issued, it is the Proponent's ultimate responsibility to ensure all addenda have been received and are reflected in their Proposal.

5.2 Form of Proposal

5.2.1 The Proposal shall include:

- a) All pages of this Request For Proposals, without alteration;
- b) All addenda that have been issued;
- c) All Proposal requirements of this Request For Proposals, as set out in **Section 8.0 “To Include in Proposal”**.

The Proposal shall be typed or written in ink. It shall contain original signatures where required and shall clearly be marked **“ORIGINAL”**.

5.2.2 The Proponent shall also submit seven **(7) copies** of all Proposal requirements, as set out in **Section 8.0**.

5.2.3 The Proposal shall be made upon the Form of Proposal provided. The prices quoted shall be valid for a period of ninety (90) days from the closing time.

5.2.4 A Proposal shall be accepted only when submitted in an envelope sealed and clearly addressed to **“City of Peterborough, Corporate Services, 500 George Street North, Main Floor, Peterborough, Ontario, K9H 3R9”** and marked **“P-17-09 – Little Lake Master Plan”** and include the name and address of the Proponent.

5.2.5 Faxed or emailed Proposals will not be accepted

5.3 Adjustments to Submitted Proposal

Adjustments to a submitted Proposal by telephone, email, or fax shall not be considered. A Proponent wishing to make adjustments to a submitted Proposal must supersede it with a later Proposal, which must be received prior to the closing time.

6.0 GENERAL TERMS AND CONDITIONS

6.1 Freedom Of Information Act

The Proponent hereby consents to the disclosure of the information contained in this Proposal, pursuant to The Municipal Freedom of Information and Protection of Privacy Act, R.S.O. 1990, C.M. 56 (MFIPPA). If a Proponent considers any part of the Proposal proprietary, the Proponent shall clearly mark such page or section of the Proposal as confidential. This procedure will not automatically protect the Proposal from release, but will assist the City in making a determination on release if a request is made. Any decision made under MFIPPA may be appealed to the Information and Privacy Commissioner of Ontario, who may direct the release of such information.

The identity of Proponents, as well as the successful financial amount, may be available to the public on the City website as part of the award process.

The MFIPPA Coordinator for the City is the City Clerk. Any questions regarding the MFIPPA may be directed to the City Clerk at 742-7777, Extension 1818.

6.2 Reports and Draft Reports

Subject to the requirements of the Municipal Freedom of Information and Protection of Privacy Act, the City will release any information received by City staff from a third party, pursuant to a contract with the City for the provision of such information, by making it available to City Council prior to, or concurrent with, the public release of any staff report which contains a recommendation based on such information, whether or not the information is in complete or final form.

6.3 Claims Against the City

The City reserves the right not to accept a Proposal from any person or corporation which includes all non arms length corporations who, or which, has a claim or instituted a legal proceeding against the City or against whom the City has a claim or instituted a legal proceeding with respect to any previous contracts, bid submissions, or business transactions who is listed as either the Proponent or subcontractor within the submitted Proposal.

6.4 Accept/Reject

The City may accept a Proposal in whole or in part, whether the Proposal price is the lowest or not, and may reject any or all Proposals. There will be no requirement of this Request For Proposals, or otherwise, that the Proposal representing the lowest price would be selected or preferred. The Proposal is used as a means of evaluating a number of criteria (one of which is submitted price).

In the event that a favourable Proposal does not exactly meet with the City's requirements, the City reserves the right to enter into negotiations with the Proponent to arrive at a mutually satisfactory arrangement with respect to any modifications to the Proposal.

Revised Proposals will not be called for if only minor changes are contemplated.

6.5 Causes for Rejection

6.5.1 The following represent circumstances that would result in a Proposal being rejected:

- Proposal received late (will not be opened);
- Proposals delivered as "COLLECT" by courier, or with insufficient postage (will not be opened);
- Proposal received where a pre-qualification process or meeting is mandatory and has not been met by the Proponent (will not be opened);
- Correct version of Proposal form not used;
- Proposal not complete;
- Proposal not legible in whole or in part;
- Proposal not completed in ink or type;

- Proposal not signed;
- “Agreement to Terms and Conditions”, when required, is not executed or included with the Proposal;
- Other mandatory forms or details required and clearly shown in the Request For Proposals as being required upon submission of a Proposal are omitted.

6.5.2 The following represent circumstances where a Proposal is questioned but may be accepted after examination or correction:

- Proposal containing simple arithmetic errors as determined during evaluation process;
- Proposal not acknowledging correct number of addenda issued.

6.6 Workplace Safeties and Insurance Act/Employment Insurance

The Consultant shall be responsible for providing Workers' Compensation coverage for their employees, and no extras will be allowed for such items.

The Consultant shall, forthwith upon being notified that it is the successful Proponent, provide the Manager of Facilities and Special Projects with a certificate of clearance from the Workplace and Safety Insurance Bureau (WSIB).

The Consultant clearly understands and agrees that he is not, nor is anyone hired by him, covered by the City under the Workplace Safety Insurance Act, Employment Insurance Act, or any other act whether Provincial or Federal in respect of himself, his employees and operations, and shall upon request furnish the City with satisfactory evidence that he has complied with the provisions of any such acts.

Information on coverage under the Workplace Safety and Insurance Act can be obtained directly from the Workplace Safety and Insurance Board. The City is not to be deemed the employer of the Consultant or his personnel under any circumstances whatsoever.

6.7 The Occupational Health and Safety Act

The Consultant shall comply with all conditions and regulations of the Occupational Health and Safety Act, R.S.O. 1990, and the regulations enacted hereunder for construction projects and amendments thereto, any other Federal or Provincial Statute or Local By-Law concerning safety or any other phase of his work on this contract.

6.8 Insurance

6.8.1 General Liability Insurance

The Consultant shall procure and maintain Comprehensive General Liability Insurance, which shall:

- a) Have a limit of liability of not less than **Two Million Dollars (\$2,000,000)** inclusive for any one occurrence;

- b) Include insurance against liability for bodily injury and property damage caused by vehicles or equipment owned by the Consultant;
- c) Be endorsed to provide that the policies will not be altered, cancelled or allowed to lapse without thirty (30) days prior written notice to the City;
- d) Name the "Corporation of the City of Peterborough" as an additional insured party; and
- e) Contain a cross-liability clause.

The insurance company must be satisfactory to the City.

The Consultant shall pay for all premiums and expense incurred with the insurances.

6.8.2 Vehicle Insurance and Licensing

The Consultant shall maintain vehicle insurance and licensing with a limit of liability not less than **Two Million Dollars (\$2,000,000)**.

6.8.3 Professional Indemnity Insurance

The Consultant shall maintain Professional Indemnity Insurance, with the City named as a third party.

6.8.4 Proof Of Insurances

The Proponent shall provide, with their Proposal:

- a) Proof of Liability Insurance;
- b) Proof of Motor Vehicle Insurance; and
- c) Proof of Professional Indemnity Insurance

Proponents who do not provide proof of insurances as herein requested will cause their Proposal to be considered null and void.

6.8.5 Certificates of Insurance

Prior to the start of any work, the Consultant shall file with the City, together with the signed contract documents (if required), a certificate of Liability Insurance, clearly stating that the Comprehensive General Liability Insurance complies with all the requirements listed in **Section 6.8.1**, and a Certificate of Professional Indemnity Insurance, clearly indicating the City as a third party.

6.9 Subconsultants

The Proponent shall provide a list of subconsultants to be used while completing the required work (**see Appendix D**). Once submitted, no name on this list shall be changed without the written authorization from the Manager of Facilities and Special Projects and the list shall be deemed to be the Consultant's subconsultants for this project.

All subconsultants shall be bound by the conditions of the Proposal. The Consultant shall be held fully responsible to the City for the acts and omissions of his subconsultants and of persons directly or indirectly employed by them, and for the acts and omissions of persons directly employed by him.

6.10 Pricing Summary and Taxes

The Proponent shall complete **Appendix B “Pricing Summary”** attached. Prices quoted shall remain firm until 90 days after the closing time. Prices quoted shall indicate G.S.T. extra.

All Proponents are required to provide their G.S.T. Vendor identification number on **Appendix B**.

All Proponents operating as a Small Trader with the Federal Government must advise the City on **Appendix B**.

As part of the monthly invoicing, the Consultant must provide a cost breakdown for actual services provided on an hourly basis.

The City is not responsible for costs incurred as a result of not understanding the statements in this Request For Proposals. It is the Proponent's responsibility to seek clarification if unsure of what is expected.

6.11 Agreement

The Consultant shall enter into and sign a formal Agreement with the City of Peterborough. A sample of the Agreement is attached as **Attachment 1**.

The City will issue a Purchase Order to the Consultant in conjunction with the Agreement.

6.12 Rights of the City of Peterborough

The City will retain the right to ensure that an acceptable standard of use, service and operation is maintained.

6.13 Permits, Fees and Certificates

The Consultant shall apply for, obtain and pay for all permits and inspection fees required for the work hereinafter specified. The Consultant shall provide to the Manager of Facilities and Special Projects copies of all permits or certificates as may be required to comply with regulations governing this type of work.

6.14 Employees

In the performance of this contract, the Consultant shall be an independent Consultant. Neither the Consultant nor any of their employees shall be deemed to be employees of the City.

6.15 Confidentiality

The Consultant selected recognizes that it will, by the nature of the goods and services being provided to the City, have access to confidential information. It is understood and agreed that the Consultant, its employees, agents, representatives and officers shall hold all information, whether confidential or not, in the strictest confidence. The Consultant shall not disclose, nor permit by any act or failure to act the disclosure of, any information to any third party at any time during or after the term of its contract with the City. Nor will the Consultant use any information however obtained as a result of performing duties for the City for its own commercial, financial, or personal advantage. The Consultant also acknowledges that it may be held both criminally and civilly responsible for any breach of confidentiality.

6.16 Indemnification

The Consultant will always indemnify and save harmless the City, its agents and employees, against all actions, suits, claims and demands, which may be brought for any loss, costs, damages, changes or expenses whatsoever which may be sustained, incurred or paid by the City, its agents or employees, by reason of the errors or omissions of the Consultant, in regard to this Proposal or any contract which results there from, including any charges arising as a result of any health and safety violation on the part of the Consultant.

The Consultant hereby grants to the City full power and authority to settle any action, suit, claim or demand on such terms as the City may deem advisable, and hereby covenants and agrees to pay the City on demand all monies paid by the City pursuant to any such settlement, together with the reasonable costs of the City or their solicitor in defending or settling any such action, suit, claim or demand.

6.17 Changes to Work When Contract Underway

No deviation from the specifications shall be made by the Consultant in the execution of the work, without written approval of the City.

The City will not pay the Consultant any amounts over and above the Proposal amount unless the City and the Consultant agree to a price change as the result of changes in the work required before the additional work is undertaken.

The Consultant shall furnish a complete breakdown of any costs beyond the Proposal amount to support the additional amount.

6.18 Compliance With Codes, Regulations And By-Laws

The Consultant agrees to obey all Government, Municipal and Underwriters codes and regulations, etcetera and perform all work in accordance with the requirements of By-Laws in force in the area where the work is to be carried out.

6.19 The City's Right To Terminate Contract Under Certain Conditions

If the Consultant is adjudged as bankrupt; or if he should make a general assignment for the benefit of his creditors; or if a receiver should be appointed on account of his insolvency; or if he should except in case of any event beyond his reasonable control, refuse or fail to supply enough properly skilled workmen or proper materials or equipment, after having received seven (7) days notice in writing from the City to supply additional workmen, or materials, or equipment; or persistently disregard laws, ordinances, or instructions of the City, or otherwise be guilty of a substantial violation of the provisions of the contract, then the City, upon notification to the Consultant that sufficient cause exists to justify such action, may without prejudice to any right or remedy, by giving the Consultant seven (7) days written notice, terminate the contract of the Consultant, and finish the work by whatever method is considered expedient, but without undue delay.

In such case, the Consultant shall not be entitled to receive any further payment until all work is finished. If the outstanding balance due on the contract price shall exceed the expense of finishing the work, including compensation to the City for its additional services, such excess shall be paid to the Consultant. If such expense shall exceed unpaid balance, the Consultant shall pay the difference to the City. The expenses incurred by the City through the Consultant's default shall be determined by the City.

6.20 Protection of Work and Property

The Consultant shall be held responsible by the City for all damage caused by himself, his employees, or any sub agents, including damage to subsurface or surface utilities, properties, pavement, sidewalks, curbs, buildings, homes, wharfs, or structures adjacent to or in the general area of the work, through any other cause relating to the work carried out under this contract. Additionally, the Consultant will be required to make good all such damage at his own expense to the satisfaction of both the owner and the City.

The Consultant shall be fully responsible for ALL accidents arising by reason of execution or non-execution, or non-repairs of the said works, or by reason of any failure to comply with the requirements of this clause and shall fully indemnify the City in respect thereof.

The Consultant shall conduct the work at all times, with the safety of employees on the job and the safety of the public in mind. All work shall be done in accordance with recognized safe working practices and all Government requirements applying to the work.

6.21 Work Schedule And Quality Of Work

The Consultant is cautioned that time is of the essence on this contract. Work must be completed no later than **March 15, 2010**.

The Consultant shall execute the whole of his work with every possible dispatch and in a substantial and workmanlike manner.

6.22 Conflict of Interest

The Consultant covenants that the Work will be undertaken without a conflict of interest and that during the course of the Work, the Consultant shall not undertake any work for any other client, which would result in a conflict of interest, without the prior written consent of the City.

6.23 Payments, Holdbacks

Upon completion of all work covered by the contract to the satisfaction of the City, the Consultant shall be paid a sum equal to ninety percent (90%) of the contract price.

The remaining ten percent (10%) of the contract price shall be paid when the Consultant has satisfied the City that all bills for wages and materials and all other liabilities in connection with the contract have been met and a final report on the findings of the Master Plan for Little Lake is satisfactorily presented to the Manager of Facilities and Special Projects.

6.24 Cancellation

The City reserves the right to cancel the contract if the goods or services are unsatisfactory, if delivery requirements are not met or if invoice amounts do not match with the quoted prices. The City may also cancel the contract without cause by means of a 30-day advance written notice.

6.25 Assignment

The Consultant shall not assign or sublet the contract or any portion thereof without the prior written consent of the City. Such consent shall not release or relieve the Consultant from any of its obligations or liabilities under this Contract.

6.26 Ownership

All information, data, policies, plans, and documents prepared and collected by the Consultant shall be the property of the City. The Consultant shall deliver all information, data, policies, plans, and documents to the City immediately upon completion or abandonment of the Project.

7.0 PROPOSAL DETAILS**7.1 Master Plan**

The successful Consultant will develop a Master Plan as a comprehensive strategy that will guide the City and its key stakeholders for the next 20 years. The plan will set out an appropriate management and decision-making strategy for the lake and the activities that take place. It will determine what, if any, controls are required for water and land-based activities on Little Lake and the Otonabee River for the enjoyment and safety of its residents. It will identify key properties that should be acquired for future parkland, trail and public use, in order to maximize the recreational opportunities on land at water's edge. The

Plan will establish environmental management practices to maintain or improve the qualities that are valued in the physical environment. It will identify shoreline management strategies to safeguard the resources of the study area. The Master Plan will create a blueprint for future action/development of the study area and become part of the 2010-2030 work and capital plans for the City.

7.1 The Study Area

The Little Lake Master Plan is a comprehensive study of the waterfront, and the public and private lands surrounding the Otonabee River and Little Lake, in the City of Peterborough, from the bridge on Hunter Street to the bridge on Lansdowne Street (“the study area”).

An illustration of the study area is included as **Attachment 2**.

7.2 Scope

The project scope will include:

- Shoreline in the study area;
- Parkland and open space contained in the study area;
- Peterborough Marina, Little Lake wharves and boat ramps;
- Water-based activities on the Lake and River;
- Land-based activities on the shoreline and parkland area;
- Land-based activities in the study area under the control of the City or within the public sector.

7.3 Description

Little Lake is a distinctive resource found in the heart of the City of Peterborough. Few cities have a resource like this and few resources are appreciated as much as this one. The lake supports a wide variety of uses, on the waterway, in the parks and on the open spaces at water’s edge. It is an integral part of the positive image of Peterborough.

Little Lake is surrounded by mixed land use, including residential, commercial/business (including a municipally operated marina), parkland and open space. The study area supports both active and passive recreation including swimming, boating (power boats, canoes, kayaks, windsurfing), fishing, hiking, competitive sports, site seeing, camping, and special events (Wakeboarding, Dragon Boating, Peterborough Triathlon, Festival of Lights, to name a few). At times, conflicts occur with competing activities vying for use of the lake, which is approximately 68 hectares in size.

The City has acquired and developed waterfront parkland that influences the activities of the lake. Those parks include (sizes approximate):

- Beavermead Park – a 52.6-acre waterfront park with six soccer pitches, children’s playground, public beach, picnic shelter, trail network, campground, ecology park, and parking.

- Johnson Property – a 3-acre property that lies adjacent to Beavermead Park and has served as an informal ‘overflow’ parking lot to major events at Beavermead.
- Roger’s Cove Park – a 7.6-acre waterfront park with children’s playground, trail and public beach.
- Del Crary Park – an 8.2-acre waterfront park that includes the Peterborough Marina and Fred Anderson performance stage, adjacent to the Art Gallery of Peterborough.
- Millennium Park – a 4.5-acre waterfront park that includes the Otonabee River Trail and Millennium Boathouse.
- James Stevenson Park – a 13.3-acre waterfront park that includes a hardball diamond, softball diamond, children’s playground with basketball court.
- Additional greenspace including Crescent Street Park, Edgewater Park, Westclox Ball Diamond.
- Three public wharfs including the T-wharf (Crescent Street), Mark Street Wharf and George Street Wharf (Peterborough Marina)

The study area also includes the Little Lake Cemetery, a private 32.8-acre heritage cemetery that is an integral part of the waterfront; Otonabee Conservation Authority lands off Lansdowne Street (at Whitlaw Street); Peterborough Naval Association property adjacent to Beavermead Park; Trent Severn Waterway (Parks Canada) property off Ashburnham Drive; and PUC/PUSI property off Ashburnham and adjacent to Beavermead Park.

7.4 Other Resources Available for Review

There are other documents that relate to the current Request For Proposals. Some include the following:

- Recreational Use of Little Lake and Environs Study, 1986.
- 2007 Functional Analysis of Del Crary Park.
- Structural Condition Survey of the Public Boat Launch Ramps & Wharves on Little Lake, Peterborough.
 - Wolfe Street Wharf
- Vision 2010: A Strategic Plan Update for Recreation, Parks and Culture for Peterborough and Area
- The Peterborough Marina – 2008 Site Investigation Review.
- Downtown Economic Analysis Report
- Peterborough & the Kawartha Premier-Ranked Tourism Destination Project, 2008

An electronic copy of these reports are available on the City’s website at: www.peterborough.ca/business/tenders.htm under **P-17-09**.

7.5 Project Orientation

The Little Lake Master Plan is seen as a significant project for the City. In order to ensure the success of the project, a structure has been created to provide support to the Consultant selected.

7.5.1 Little Lake Steering Committee

The Consultant will work with an Administrative Steering Committee. The Committee will oversee the project to ensure key objectives are met, review outcomes and provide guidance to the Consultant in the development of a forward thinking Master Plan that supports the next 20 years of development and use. The Steering Committee is led by Ms. Mary Gallop, Manager of Facilities and Special Projects and includes representatives from the Community Services Department, Planning and Development Services Department, Utility Services, and Corporate Services for the City.

7.5.2 Little Lake Technical Committee

Additionally, a Technical Committee will be formed with representation from staff that include, but are not limited to, the City of Peterborough, Trent-Severn Waterway (Parks Canada), Otonabee Conservation Authority, the federal Department of Fisheries and Oceans, the Ministry of Natural Resources. The Technical Committee will provide scientific and technical advice, identify key resource documents/strategies to the Consultant for review, make recommendations to the implementation strategy of the study, and identify research to be carried out by the Consultant in order to maintain high standards and to ensure the successful completion of the project.

7.5.3 Public Involvement

The Consultant will be required to engage and collaborate with a diverse group of stakeholders, including special event organizers, area residents, the general public, and other arms length agencies (the Arenas, Parks and Recreation Advisory Committee, Arts Culture and Heritage Committee, Little Lake Cemetery Board, Downtown Business Improvement Area, Greater Peterborough and Area Economic Development Corporation, Members of City Council, etc.).

7.5.4 Meeting Frequency

The Consultant should be prepared to undertake a minimum of: four (4) public meetings; up to 12 key stakeholder interviews; one (1) design charrette; six (6) meetings/presentations with the Steering Committee; six (6) meetings with the Technical Committee; regular meetings/consultation with the City Contact (conference call will be acceptable in some cases with the City Contact); and three final presentations to the Arenas, Parks and Recreation Advisory Committee/Arts Culture and Heritage Committee and the Mayor and members of City Council.

7.6 Project Outcomes

While additional subjects may emerge during the process, at a minimum, the Little Lake Master Plan should address the following issues:

1. Determine and articulate a process of governance, management and decision making of the study area;
2. Determine the recreational and tourism capacity of Little Lake and the surrounding lands within the study area for current and future use;
3. Develop a plan for the study area including:
 - i) Environmental management;
 - ii) Shoreline management practices;
 - iii) A land acquisition priority schedule;
 - iv) Acceptable use policies of recreational and water-based activities on Little Lake, surrounding parkland and open space.
4. Undertake a strategic review of existing public parkland and open space (public/private) that answers the following questions:
 - Are the facilities adequate for existing activity levels?
 - What changes are required to meet current and future community needs?
 - What opportunities exist for future consideration?

The results of the Master Plan will serve as the basis of the 2010-2030 work plan and capital budget program for the City.

7.7 Deliverables

The following deliverables are expected from the Consultant and should be considered when developing a work plan for the project:

Step 1: Recreational Opportunities and Uses

Research and provide a written analysis of the land and water-based activities that exist currently and/or are anticipated for the study area. The Consultant shall offer alternatives for resolving identified problems and conflicts that result from the user analysis.

Step 2: Site Analysis

A site analysis shall be produced in both a graphic and written format. The analysis shall identify existing conditions and trends for the area including, but not limited to, environmental management, ecological assessment of habitat both on and off shore, topography, roads and pedestrian access (including trail development), important views, erosion problems, present uses, conflicts in the present uses and an assessment of the current maintenance strategies. The Consultant shall offer alternatives for resolving the conflicts and identified problems.

Step 3: Public Meeting Summaries

A written synopsis of public meetings, design charette and stakeholder interviews shall be provided.

Step 4: Master Plan

The master plan shall be a comprehensive document identifying preferred solutions to existing issues found in the investigation of Steps 1-3. The Master Plan shall include:

- 1) Concept Drawings** – site plan, conceptual drawings and illustrative perspectives and narratives describing the overall lake design at completion. Where a functional change is recommended for public lands in the study area, prepare a specific development concept to depict the recommended changes.
- 2) Infrastructure element** – diagram and narrative of anticipated infrastructure improvements/changes.
- 3) Management and Decision-Making Strategy** – development of protocol that will guide jurisdictions and authorities with governance over the study area with a “who does what” role clarification for moving forward following the conclusion of the study.
- 4) Implementation Element** – narrative and spreadsheets describing the top priorities and their implementation strategies with proposed timing (including a phased-in approach), construction budgets, key resources, identified responsibilities, approval process and implementation process.

Forty (40) copies of the final report and plans must be provided to the City, as well as an electronic copy (in PDF form), at the Consultant's expense.

7.8 City Contributions and Role of Consultant in Public Consultation

The Steering and Technical Committees will provide support to the Consultant by identifying key stakeholders, undertaking mailings and arranging facilities for public meetings.

The Consultant will be responsible for undertaking all research and analysis, paying for advertisements announcing public meetings, arranging suitable human resources for recording, interpreting, and synthesizing all community and stakeholder input meetings/design charettes.

7.9 Timing for Approvals

Approval of a Consultant will be recommended for award by City Council on April 14, 2009.

The Consultant should be prepared to mobilize immediately after the **April 14, 2009** Council Meeting.

The Master Plan final report should be presented to the City not later than **April 1, 2010**. Proponents who cannot complete this project within this timeframe should not submit a Proposal.

8.0 TO INCLUDE IN PROPOSAL

8.1 Address Evaluation Criteria

The City is seeking Proposals from Proponents who are both interested and capable of undertaking the project. The onus is on the Proponent to show their knowledge, understanding and capacity to conduct the project. The detail and clarity of the written submission will be indicative of the Proponent's expertise and competence.

Specifically, the Proposal shall include the following:

- 8.1.1** Cover letter;
- 8.1.2** Name, address of firm with telephone number, fax number and e-mail address;
- 8.1.3** A brief history of the firm indicating the years in business, number of professionals by discipline, firm's area(s) of specialty/concentration;
- 8.1.4** A brief outline of qualifications and past experience of all the team members, including all Subconsultants, to be assigned to the project (See also **Section 8.1.16**);
- 8.1.5** Identify who will act as the Project Team Manager and give examples of past projects that were lead by this individual;
- 8.1.6** Identify the reporting relationships of all team members and a definition of each key participant's role;
- 8.1.7** Provide a detailed cost estimate containing the number of hours provided by each member of the project team. The Proposal will include a table showing the hourly rates for all team members. The overall project costs for both professional fees and expenses shall be an upset limit;
- 8.1.8** Methodology - A proposed scope of services describing the Proponent's approach and a step-by-step description of the manner in which the Proponent's consultant team proposes to accomplish the scope of work in the Request For Proposals. Include any suggested refinements to the deliverables. Outline of the Proponent's approach to public consultation in order to obtain constructive input into the plan. Also include the Proponent's plan for working with City staff and relevant Committees/Boards;
- 8.1.9** A proposed project schedule including project milestones and delivery dates for each of the deliverables;

8.1.10 Identification of the support, other than that identified in **Section 7.8 “City Contributions and Role of Consultant in Public Consultation”**, that is required by the Proponent to be successful;

8.1.11 Outline the ability of the Proponent’s team to complete the work as outlined based on current and projected workload;

8.1.12 Provide proof of insurances as indicated in **Section 6.8.4**;

8.1.13 Provide completed “**Appendix A - Acknowledgements**”, including acknowledgement of the number of addenda that may have been issued;

8.1.14 Provide completed “**Appendix B –Pricing Summary**”;

8.1.15 Provide completed “**Appendix C – References**”, with a minimum of three (3) client references for relevant public projects led by the proposed Project Manager and/or team including the name, address and telephone number of a reference contact person for each.

8.1.16 Provide completed “**Appendix D – Subconsultants**”, with a list of subconsultants to be used while completing the required work.

8.2 Length of Proposal

Please limit Proposal to no more than 20 pages (or 10 double-sided sheets of paper) including cover letter, covers and content. Should Proponents wish to include copies of other studies completed, they may do so and these will not be considered part of the 20 pages, but these studies must be independent documents from the Proposal. **Please note** any materials submitted with the Proposal will not be returned.

9.0 EVALUATION AND AWARD

9.1 Evaluation

This is a Request for Proposals, which shall be awarded based on evaluation of the criteria set out in this section.

9.2 Evaluation Committee

An Evaluation Committee, consisting of members of the Steering Committee, will be evaluating submissions using the Criteria in **Section 9.4**.

9.3 Clarification and References

Some scores assigned to the various categories may be determined through reference checks. The City may investigate as it deems necessary to determine the ability of the Proponent to perform the work and the Proponent shall furnish the City all such information and data for this purpose as the City may request. The City reserves the right to reject any Proposal if the evidence submitted by or investigation of such Proponent fails to satisfy the City that the Proponent is qualified to carry out the obligations of the contract.

9.4 Scoring and Selection

Generally, the factors that will be considered in choosing the Consultant will include the following:

CRITERIA	RATING
Quality and Details Provided of the Approach and Strategy • Understanding of the Project and Proposal Guidelines (5%) • Methodology (20%) • Proposed Schedule/Timetable (10%)	35%
Lead Personnel – Qualifications and Experience • Education, training, qualifications (5%) • Past experience, including similar projects and demonstrated ability to lead (15%) • Current project/workload commitment (10%)	30%
Other Team Resources or Sub-consultant Team • Education and training (5%) • Experience including similar projects (10%)	15%
Fee Proposal	20%
TOTAL	100%

The process for selection of a Consultant will start with a review of Proposals by the Steering Committee. The Steering Committee will be rating the Proponent's ability to address the proposed scope of services, including the approach, the personnel who will do the work, the in-house technical expertise, and the ability to meet the project schedule as demonstrated by the Proponent's schedule/timetable.

The Proposal should discuss in sufficient detail the steps that the Proponent would take to arrive at the desired results. The discussion shall be important for the scoring process.

The Selection Committee may conduct interviews with a short-list of Proponents. Interviews, if required, will take place the week of **March 17-19, 2009**.

By responding to this Request for Proposals, the Proponent agrees to accept the recommendation of the Evaluation Committee as final and binding.

9.5 Recommendation/Award

Recommendation for award of this Proposal will be based on the Proponent's overall score and the results of an interview, should it be warranted.

Award of this Proposal will require the approval of the Council of the City of Peterborough.

10.0 ERRORS AND OMISSIONS

10.1 It is understood and agreed that this Request For Proposals includes specific requirements and specifications. The City shall not be held liable for any errors or omissions in any part in this Request For Proposals.

10.2 Nothing in the Request For Proposals is intended to relieve the Proponent from forming their own opinions and considerations with respect to the matters addressed in the Request For Proposals.

10.3 There will be no consideration of any claim after submission of Proposals, that there is a misunderstanding with respect to the conditions imposed by the contract.

11.0 PROPOSAL CHECKLIST

The Proponent is responsible for ensuring that the Proposal is complete, by providing the following:

11.1 One (1) "ORIGINAL" to include:

- Complete Request For Proposals document, including any addenda issued, with original signatures (NOT counted as part of the 20 pages permitted in **Section 8.2 "Length of Proposal"**);
- Originals of documentation to address requirements of **Section 8.0 "To Include in Proposal"** including:
 - Proof of insurances as requested in **Section 6.8.4**;
 - Completed **Appendices A to D**

11.2 Seven (7) copies of:

- Documentation to address requirements of **Section 8.0 "To Include in Proposal"**, including:
 - Proof of insurances as requested in **Section 6.8.4**;
 - Completed **Appendices A to D**

Appendix A:**ACKNOWLEDGEMENTS**

1. **I/WE ACKNOWLEDGE** that this Proposal is made without any connection, knowledge, comparison of figures or arrangements with any other company, firm or person making a Proposal for the same work and is in all respects fair and without collusion or fraud.
2. **I/WE ACKNOWLEDGE** that all matters stated in the Proposal are in all respects true.
3. **I/WE ACKNOWLEDGE** that the undersigned have carefully read the General Terms and Conditions and Requirements, as per the Request For Proposals, and have satisfied ourselves as to the conditions under which the work is to be carried out, and do hereby make an offer to the Corporation of the City of Peterborough for a **Master Plan Study of Little Lake and Area, Peterborough, Ontario**.
4. **I/WE ACKNOWLEDGE** that _____ addenda have been received and that it is my/our ultimate responsibility to ensure all addenda issued have been received.
5. **I/WE ACKNOWLEDGE** that acceptance of this Proposal and the issuance of a Purchase Order shall be considered a binding contract upon both parties. If specified at any time by the City, it is acknowledged and agreed that the terms and conditions and any representations made in reference to this Proposal shall be incorporated in an Agreement to be executed by the parties once the City of Peterborough has formally accepted the Proposal.
6. **I/WE ACKNOWLEDGE** that the Proposal will be evaluated on the basis of the submission contained herein and that the detailed results of the evaluation are final and will not be made public except for each Proponent being provided their own overall score in each evaluative category, if requested.
7. **I/WE warrant** that the price submitted shall be firm for a period of 90 days from the date of the Proposal closing.
8. **I/WE** _____ having examined the Request For Proposals, do hereby offer and agree to provide a **Master Plan Study for Little Lake and Area**, as per specifications and at a price indicated on **Appendix B "Pricing Summary"**.

Dated at _____ this _____ day of _____ 2009.

_____ Firm or Organization Name	_____ Signing Authority
_____ Street Address	_____ Signature
_____ City Postal Code	_____ Telephone and Fax Number

Appendix B:**PRICING SUMMARY**

Project Total Cost (including all disbursements) and Excluding taxes	\$
P.S.T. if applicable	\$
G.S.T	\$
Total Project Cost (including taxes if applicable)	\$

GST Vendor I.D. # is _____

OR

Operates as a small trader with Federal Government _____

Dated at _____ this _____ day of _____ 2009.

_____ Firm or Organization Name	_____ Signing Authority
_____ Street Address	_____ Signature
_____ City Postal Code	_____ Telephone and Fax Number

Appendix C**REFERENCES**

Company Name And Phone Number	Contact Person(s)	Type And Scope of Services/ Length of Contract
1.		
2.		
3.		
4.		

Appendix D**SUBCONSULTANTS**

Listed below are the names and addresses of all subconsultants (including subconsultants), together with the item(s), or services sublet to each for this Contract.

The employment of subcontractor(s) other than those listed below will not be permitted without the written authorization of the City.

Name	Address	Item/Service Sublet
1.		
2.		
3.		
4.		
5.		
6.		

Attachment 1**SAMPLE AGREEMENT WITH CONSULTANT**

THIS AGREEMENT made this _____ day of _____ 2009.

B E T W E E N:**THE CORPORATION OF THE CITY OF PETERBOROUGH**

500 George Street North, Peterborough, ON, K9H 3R9
(the "City")

- and -

INSERT FULL LEGAL NAME OF CONSULTANT

(the "Consultant")

WHEREAS the Consultant is retained to provide the services as outlined below in order to assist the City in developing an overall Master Plan for Little Lake and area in the City of Peterborough as required pursuant to **Request For Proposals P-17-09**;

NOW THEREFORE IN CONSIDERATION of the mutual covenants hereinafter contained the parties hereto do covenant and agree with each other as follows:

SECTION 1: DEFINITIONS

In this Agreement

1.1 "City" means the Corporation of the City of Peterborough.

1.2 "Consultant" means the Consultant, and its agent, servants and employees; the successful Proponent.

1.3 "Services" means all professional services required to prepare the Master Plan, according to the Proposal and work program as mutually agreed upon by the Consultant and the City attached as set out in **Request For Proposals P-17-09** attached hereto as Schedule "A" and forming part of this Agreement.

1.4 "Study" means the development of a Master Plan of Little Lake and Area for Peterborough, Ontario in accordance with **Request For Proposals P-17-09**.

Attachment 1 – cont'd**SECTION 2: THE CONSULTANT'S SERVICES****2.1 Services**

The City hereby retains the Consultant to perform the Services.

2.2 Performance

The Consultant shall exercise reasonable care, skill and diligence in performing the Services.

2.3 Confidentiality

The Consultant shall keep strictly confidential any personal or confidential information communicated to or acquired by the Consultant during the course of completing the Study.

SECTION 3: THE CITY'S RESPONSIBILITY**3.1 Access to Municipal Documents and Statistics**

The City shall make available at no cost to the Consultant any relevant municipal documents, plans or similar information as may be required by the Consultant to assist in the preparation of the Study and that are available to and under the control of the City. Upon completion of the Study, the relevant municipal documents shall be returned to the City.

3.2 City's Decisions

The City shall give due and reasonably expeditious consideration to all matters arising in the course of the performance of the Services that require direction or a decision by the City in order that the Consultant will not be unreasonably delayed in performing the Services provided for herein.

SECTION 4: FEES AND DISBURSEMENTS**4.1 Consultant's Fees**

The City shall pay to the Consultant for the Services a total amount not to exceed the amount set out in the Pricing Summary contained within **Appendix B**, such sum being inclusive of PST and GST.

4.2 Disbursements

The Consultant's Fee shall include all disbursement costs normally associated with professional services required to perform the prescribed Services as set out in the proposal.

4.3 Payment of Invoices

Payment of invoices shall be made by the City within thirty (30) days of receipt of same.

Attachment 1 – cont'd**4.4 Additional Services**

If, during the term of the Consultant's obligation as described in Section 2 hereof, the City makes a decision which would require additional services or expenses not normally incurred in providing the Services, the Consultant will immediately advise the City in writing that such extra services will be necessary. Any additional fee for the provision of such extra services shall be approved, in writing, by the City prior to the Consultant proceeding with the additional services.

SECTION 5: GENERAL CONDITIONS**5.1 Indemnity**

The Consultant shall indemnify and save harmless the City from and against all claims, actions, losses, expenses, costs or damages which the City may suffer as a result of negligence by the Consultant, his employee or agents, in the performance or rendering of, or the failure to perform or render, or the failure to exercise reasonable care, skill or diligence in the performance or rendering of the Services.

5.2 Right of Use

All material used in connection with the Study and prepared by the Consultant are instruments of service for the execution of the Work, and as such are the property of the City. The Consultant is entitled to use copies of said material, but only for its intended purpose in connection with the Study.

Upon completion of the Project, if the information, data, policies, plans, and documents prepared and collected by the Consultant is altered in any manner whatsoever without the Consultant's prior consent, the Consultant does not warrant the fitness of same for the City's use.

5.3 Adherence to Time Schedules

The Consultant shall carry out the work with the utmost dispatch and, subject to delays beyond its control, shall complete the Services in accordance with the approved time schedule as set forth in the Proposal, or any subsequent revision that may be agreed upon by the Consultant and the City in writing.

5.4 The Consultant's Staff

(a) The Consultant's Project Supervisor shall be responsible for ensuring the full performance of the terms and provisions of this Agreement on behalf of the Consultant. The Project Supervisor may only be replaced with the consent of the City, such consent not to be unreasonably denied.

(b) It is specifically understood, acknowledged and agreed that the Consultant is an independent contractor and that a business relationship exists with the City. Therefore, the Consultant will not be covered by the City under the provisions of the ***Workplace Safety and Insurance Act, 1997***. Furthermore, the Consultant is responsible for all statutory deductions in respect of the Consultant's employees.

Attachment 1 – cont'd**5.5 Arbitration**

In the case of any dispute arising between the City and the Consultant as to their respective rights and obligations under this Agreement, either party hereto shall be entitled to require arbitration with respect to the dispute by giving a written notice to arbitrate one to the other. In that event, both the City and the Consultant, within five (5) days after the giving of notice to arbitrate, shall give notice to the other nominating one arbitrator on behalf of the party giving the notice, and, the two arbitrators so nominated shall, within five (5) days, nominate a third arbitrator. The three arbitrators so nominated shall determine the dispute having regard to all of the provisions of this Agreement (provided that if either party shall fail to nominate an arbitrator in accordance with the foregoing or if the two arbitrators who have been nominated fail to agree on the nomination of the third arbitrator, either the City or the Consultant may apply, upon notice to the other, to a Justice of the Supreme Court to Ontario who shall have jurisdiction to nominate such arbitrator or arbitrators). The decision of any two of the three arbitrators shall be binding and final upon the parties. The cost of such arbitration shall be as awarded by the arbitrators. Except as to matters otherwise provided herein, the provisions of the Arbitrations Act of Ontario (or any successor statute thereof) shall apply.

5.6 Notices

All notices, requests and other communications required in writing in this Agreement shall be deemed to have been duly given at the time of delivery or two days after the day of mailing if mailed by first class mail postage prepared and addressed:

- a) To the City at:

City Clerk
500 George Street North
Peterborough, Ontario K9H 3R9

And,

- b) To the Consultant at:

INSERT CONSULTANTS CONTACT INFORMATION

5.7 City's Right to Terminate Contract

The City shall have the right to terminate this Agreement, forthwith, on written notice to the Consultant, in the event that:

- a) The Consultant makes an assignment for the benefit of creditors or becomes bankrupt or insolvent, or an order is made for the winding-up of the Consultant; or

Attachment 1 – cont'd

- b) The Consultant refuses or fails to supply sufficient properly skilled workmen or proper materials at all times to perform the Services in the manner and to the standards required under this Agreement, or it fails to observe and comply with any provisions of law, including, without limiting the generality of the foregoing, all requirements of all governmental authorities including federal, provincial and municipal legislative enactments, by-laws and other regulations now or hereafter in force which pertain to or affect the Services or the conduct of the Consultants' business at the Site; or
- c) The Consultant fails to institute appropriate corrective action forthwith after verbal notification by the City (which shall be confirmed subsequently in writing) of any failure on the part of the Consultant to comply with any of the terms and specifications of this Agreement notwithstanding that such failure is the result of any cause beyond the Consultant's control.

IN WITNESS WHEREOF the parties hereto have hereunto set their respective hands and seals.

SIGNED, SEALED AND DELIVERED
in the presence of:

) **THE CORPORATION OF THE**
) **CITY OF PETERBOROUGH**
)
)
) _____
) D. Paul Ayotte, Mayor
)
)
) _____
) Nancy Wright-Laking, City Clerk
)
) **INSERT FULL LEGAL NAME OF**
) **CONSULTANT**
)
)
) _____
) Name:
) Office:
)
)
) _____
) Name:
) Office:

I/We have authority to bind the Corporation

Attachment 2: