



City of
Peterborough

**REQUEST FOR PROPOSALS
DOCUMENT NO. P-03-11**

**PRIME CONSULTANT SERVICES FOR A NEW ARTIFICIAL
SPORT FIELD COMPLEX IN PETERBOROUGH, ONTARIO**

MANDATORY SITE MEETING:

**TUESDAY, JANUARY 10, 2012
(See Section 1.1 for details)**

CLOSING DATE:

**THURSDAY, JANUARY 26, 2012 before
3:00 pm**

SUBMITTED BY:

(Insert company name)

SUBMITTED TO:

**Corporate Services
City Hall, 500 George Street North
Peterborough, Ontario, K9H 3R9
Attn: Sandra Clancy,
Director of Corporate Services**

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

**City Hall will be Closed from Friday, December 23,
2011 at 12:00 noon until Tuesday, January 3, 2012 at
8:30 am.**

1.0 INTRODUCTION

The City of Peterborough (the “City”) appreciates your interest in this Request for Proposals (“RFP”).

The City and Fleming College (the “College”) are cooperating on a new facility to bring an artificial sport complex and ancillary facilities to Peterborough. The City is requesting submissions for a Prime Consultant who will assemble a team with expertise in landscape architecture, engineering, building architecture and costing, for a new artificial sport field complex (the “Work” or the “Project”). The property is located at Fleming College in Peterborough, Ontario.

The City is responsible for the procurement of the services of Prime Consultant.

In this RFP, the successful Proponent shall be referred to as the “Consultant”.

1.1 Mandatory Site Meeting

A mandatory site meeting shall take place at the site of the new sport field complex, 599 Brealey Drive at **10:00 am on Tuesday, January 10, 2012**. Staff will be available to answer any questions the Proponents may have.

Submissions from Proponents who do not attend and register at this meeting will not be considered. Proponents who wish to submit a Proposal must register using the legal name of the Company that will be submitting a Proposal. Provision of a business card with registration is also preferred.

Proponents acknowledge that by submitting a Proposal, they have made themselves fully aware of the site, and that any and all inquiries pertaining to this RFP have been satisfied and are included as part of the Proposal price(s).

1.2 Attachments

The following Attachments are provided for information only:

- Attachment 1 – Concept Design (Separate PDF)
- Attachment 2 – DM Wills Study (Separate PDF)
- Attachment 3 – Site Plan Control Submission Requirements (Separate PDF)
- Attachment 4 – Representation, Warranty and Acknowledgement Regarding Accessible Customer Service Training

1.3 Appendices

The following Appendices shall be completed and submitted by the Proponent as part of their Proposal submission (see **Section 8.0** for details):

- Appendix A – Acknowledgements
- Appendix B – Pricing Summary
- Appendix C – Fixed Fees

Appendix D – Design Leaders
Appendix E - Sub-Consultants
Appendix F – Experience and References

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, **before 3:00 pm on THURSDAY, JANUARY 26, 2012 (the “Closing”)**.

Time registered on the City Hall digital phone system will be considered the official time of day when determining exact time of submission.

Proposals received after the Closing will not be accepted and will be returned to the Proponent unopened.

3.0 PROPOSAL OPENING AND RESULTS

All Proposals received on time will be opened on **THURSDAY, JANUARY 26, 2012 at 3:15 pm** at City Hall.

As this is an RFP, 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. This information is unofficial, subject to review and award.

A list of Proponents will be available after the opening in the "Bid Record Book", located in the Corporate Services Department; on the website at www.peterborough.ca/tenders-quotes-proposals; or from Corporate Services at 705-742-7777 Extension 1860 or 1741.

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 RFP have been satisfied and are included as part of the Proposal.

4.0 CITY CONTACT PERSONS

4.1 Contact Names

Questions related to the detailed specifications or the nature of the Work required, Proponents may only contact the City's designate, Mary Gallop,

Manager of Facilities and Special Projects, **in writing only**, by email to mgallop@peterborough.ca.

For questions related to the Proposal process itself, Proponents may only contact Bernadette Lawler or Marla Sutherland of Corporate Services, **in writing only**, by email to tenders@peterborough.ca, or by fax to 705-748-8839.

In accordance with Part 5, Section 10 (6) of the City's Purchasing Policy By-law 10-132, City Council members, employees (other than the employees who are the official contact persons identified in the RFP) and designates are prohibited from discussing any aspect of an RFP process with a prospective Proponent from the time the RFP is 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 Contact persons referenced in this Section.

NOTE: The offices of the City will be closed between noon Friday, December 23, 2011 until Tuesday January 3, 2012 at 8:30 am inclusive.

4.2 Errors, Omissions and Questions

Proponents with any questions, requests for information, or comments on this RFP should be addressed **not later than 12:00 noon on Thursday, January 19, 2012** 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.

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

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

Nothing in the RFP is intended to relieve the Proponent from forming their own opinions and consideration with respect to the matters addressed in the RFP.

5.0 INSTRUCTIONS TO PROPONENTS

5.1 Addenda

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

- a. Correction to or clarification of the RFP;
- b. Extension of the Proposal Closing date;

- c. Retraction or cancellation of the RFP; or
- d. Response to Proponents questions.

All Proponents must **provide the City of Peterborough, Corporate Services with company information**, including mailing address, phone number, fax number and email address, to be advised of addenda when issued or further information, and to be placed on the Distribution List. Information should be provided to tenders@peterborough.ca.

All addenda issued to potential Proponents who have provided contact information to 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.

All addenda will be posted on the City's website at www.peterborough.ca/tenders-quotes-proposals P-03-11 and Proponents should refer to the website before submitting to ensure they are aware of all addenda.

5.2 Proposal Submission

5.2.1 The Proposal shall include One (1) ORIGINAL, clearly marked as such, and containing;

- a. All addenda that have been issued (Item 5.1); and
- b. All requirements 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.

5.2.2 The Proponent shall also submit six (6) copies of all requirements, as set out in **Section 8.0**.

5.2.3 The prices quoted in the Proposal will be considered by the City to be binding and irrevocable, and shall remain open for acceptance by the City for a period of ninety (90) days from the Proposal Closing.

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 –**

03-11 Prime Consultant Services for an Artificial Sport Field Complex” and include the name and address of the Proponent.

5.2.5 Proponents should not send Proposals collect by courier or with insufficient postage. Charges related to Proposals determined to be “COLLECT” by courier, or with insufficient postage, will be invoiced accordingly at a later date.

5.2.6 Faxed or emailed Proposals will not be accepted.

5.3 Adjustments to Proposals

Adjustments to submitted Proposals by telephone, email, mail or fax shall not be considered.

5.3.1 Request to Adjust a Proposal Prior To Closing

A Proponent, who has already submitted a Proposal, may request that their Proposal be adjusted before the Closing time.

In order to make the adjustment, the already submitted Proposal may:

- a. Be returned to the Proponent for adjustment and re-submission before the Closing time; or
- b. Be superseded by the Proponent making another submission before the Closing time.

The Proposal contained in the envelope bearing the latest date and time shall be considered the intended Proposal and any others shall be considered withdrawn and returned to the Proponent. The City may verify the authenticity of a request by contacting the Company.

5.3.2 Request to Withdraw a Proposal Prior to Closing

A Proponent who has already submitted a Proposal may request that their Proposal be withdrawn before the Closing time. The request must be provided in writing, on Company letterhead and include contact information for verification. The authenticity of the request may be confirmed by contacting the Company.

5.3.3 Request to Withdraw a Proposal During Proposal Opening

No request for withdrawal of a Proposal shall be accepted during the Proposal opening process.

5.4 Patent, Copyright or other Proprietary Rights

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

Respondents are encouraged to place all such details and information within a separate section of their submission. Complete proposal details are not to be identified as confidential. See also **Item 6.1**.

5.5 Workplace Safety and Insurance Act and Employment Insurance Act

The Proponent must provide a copy of a valid and current "Certificate of Clearance" from the Workplace Safety and Insurance Board ("WSIB"), or a letter from the WSIB confirming their exemption. This information is available to the Proponent on-line at wsib.on.ca.

The Consultant forthwith upon being notified that they are the successful Proponent shall provide the City with a valid and current Clearance Certificate from the WSIB.

If the Consultant does not provide a valid and current Clearance Certificate as herein requested, or proof of exemption, or proof of application for exemption, the Agreement will be terminated and will be awarded to the next qualified Proponent.

During the term of the Contract, the Consultant shall ensure that the City has a current and valid "Certificate of Clearance". The City will not pay invoices unless a current and valid "Certificate of Clearance" is on hand.

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

The Consultant clearly understands and agrees that they are not, nor is anyone hired by them, covered by the City under the **Workplace Safety Insurance Act, Employment Insurance Act**, or any other act whether provincial or federal in respect of themselves, their employees and operations, and shall upon request furnish the City with satisfactory evidence that they have complied with the provisions of any such acts.

Information on coverage under the **Workplace Safety and Insurance Act** can be obtained from the WSIB. The City is not to be deemed the employer of the Consultant or any of their personnel under any circumstance whatsoever.

5.6 Insurance

5.6.1 General Liability Insurance

The Consultant shall 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/leased 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" and "Sir Sandford Fleming College" as additional insured parties; 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. Should any claims arise, the Consultant shall be financially responsible to pay for any amount(s) up to and including the deductible amount under the Policy.

5.6.2 Vehicle Insurance

The Consultant shall maintain adequate vehicle insurance in the amount of **two million dollars (\$2,000,000)** for any and all Company vehicles as applicable to be used in the provision of the Contract requirements.

5.6.3 Professional Liability Insurance (Errors and Omissions)

The Consultant shall maintain Professional Liability Insurance covering all the services described in the Contract and this RFP, in an amount of not less than **two million dollars (\$2,000,000)** per claim.

5.6.4 Proof of Insurance

The Proponent shall provide proof of insurance, as required in **Sections 5.6.1, 5.6.2, and 5.6.3** with their Proposal.

In the event that satisfactory proof of insurance cannot be provided, a letter from the Proponent's insurance company confirming that the Proponent will be able to obtain the required insurance will suffice.

5.6.5 Certificate of Insurance

Prior to the start of any Work, the Consultant shall file with the City, together with the signed Contract, a Certificate of Insurance, clearly stating that the insurance complies with all the requirements listed in **Sections 5.6.1, 5.6.2 and 5.6.3**.

If the Consultant does not provide the Certificate(s) of Insurance as herein requested, the Contract will be terminated and will be awarded to the next qualified Proponent.

If required by the City, the Consultant shall make available to the City a copy of each insurance policy.

5.6.6 Change in Coverage

If the City requests to have the amount of coverage provided by these policies increased or to obtain other special insurance for this Agreement, the Consultant shall endeavour forthwith to obtain such increased or special insurance, at the City's expense as a disbursement, and such increase to be added to the upset cost of this Project.

It is understood and agreed that the coverage provided by these policies will not be changed or amended in any way nor cancelled by the Consultant until thirty (30) days after written notice of such change or cancellation has been personally delivered to the City's Contact Person as described herein.

5.7 Contract

5.7.1 A formal Contract between the Consultant and the City will be drawn up by the City. A sample of the agreement will be sent out in an Addendum to this RFP.

The RFP document and its Addendums will form part of the Contract. The Consultant shall sign the Contract with the City, **within ten (10) working days** of the City's award of Project, along with

- a. Articles of incorporation and a copy of any amendments thereto;
- b. A sworn affidavit (1) confirming who, by way of attaching a Certificate of Incumbency, the officers and directors are; (2) confirming the current location of the head office; (3) that the corporation is active; and (4) any other names under which the corporation operates; and
- c. Other required documentation as per this RFP (i.e. certificate(s) of insurance).

5.7.2 Failure to Execute a Contract

Failure to execute the Contract or to file any of the required documentation required in this RFP within the specified time period shall be just cause for the cancellation of the Contract award.

The City, at its discretion, may seek damages from a Consultant who fails to execute a Contract for the Work for lost time and costs incurred.

5.8 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 in writing to a price change as the result of changes in the Scope of Work required before the additional Work is undertaken. The Consultant shall furnish a complete breakdown of any costs beyond the Proposal Price to support the additional amount.

Where additional work is requested by the City payment will be made on the basis of the hourly rates used to develop the Fixed Fee, as per **Appendix C “Fixed Fees”**. The City will be responsible only for those charges that are approved in writing prior to such additional work being undertaken.

5.9 Cancellation of Contract

The City reserves the right to cancel any resulting Contract, due to non-performance of any kind, with thirty (30) days written notice. Should non-performance involve any issues regarding Health and Safety of staff on site, the Contract may be cancelled immediately without notice in its entirety, and at the sole discretion of the City. The City may also cancel the Contract without cause by means of a thirty (30)-day advance written notice.

Upon written notice of cancellation, the City shall be given and have the right to take possession of and use any completed or partially completed drawings, documents, software, equipment and other information prepared or to be supplied by the Consultant.

5.10 City’s Right To Terminate Contract Under Certain Conditions

5.10.1 The City shall have the right to terminate the Contract forthwith and without penalty, upon 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 if a receiver is appointed on account of the Consultant’s insolvency; or
- b. The Consultant refuses or fails to supply sufficient properly skilled employees to perform the Work in the manner and to the standards required under this Contract, or they fail 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 Consultant’s business; 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 the terms and specifications of the Contract; or
- d. If the Work performed is not satisfactory or timely; or
- e. Delivery requirements are not met; or
- f. If the invoiced amounts do not match the quoted prices; or
- g. The City may also terminate the Contract without cause or penalty, by giving the other party thirty (30) days written notice of its intent to terminate.

5.10.2 Forthwith, upon the termination of this Contract, for any reason, the parties shall take the following steps:

- a. All collections or unfulfilled orders shall be appropriately adjusted and all steps shall be taken to perform all unfilled orders and collect all outstanding accounts; and
- b. The Consultant shall provide to the City all of their financial records specific to this Contract, concerning the conduct of the operations and a statement of all outstanding accounts.

5.11 Accessibility for Ontarians with Disabilities

Pursuant to Section 6 of Ontario Regulation 429/07, Accessibility Standards for Customer Service (the "Regulation"), made under the **Accessibility for Ontarians With Disabilities Act, 2005** ("the "Act"), the Consultant shall ensure that all of their employees, agents, volunteers, or others for whom they are responsible, receive training about the provision of goods and services provided to people with disabilities.

The Consultant shall submit, within ten (10) business days of notification of award and with their signed Agreement (if required), the completed **Attachment 4**, providing their representation, warranty and acknowledgement that their employees, agents, volunteers, or others, will have completed Accessible Customer Service Training.

If the Consultant does not provide the completed Attachment 4, as requested herein, the Agreement may be terminated.

Accessible Customer Service Training shall be provided in accordance with Section 6 of the Regulation and shall include, without limitation, a review of the purposes of the Act and the requirements of the Regulation, as well as instruction regarding all matters set out in Section 6 of the Regulation.

The Consultant shall submit to the City, if requested, documentation describing their accessible customer service training policies, practices and procedures, and a summary of the contents of training, together with a record of the dates on which training was provided and the attendees.

The City reserves the right to require the Consultant, at the Consultant's expense, to amend their training policies, practices and procedures, if the City deems them not to be in compliance with the requirements of the Regulation.

The Consultant shall only assign those employees who have successfully completed training, in accordance with Section 6 of the Regulation, to provide services on behalf of the City.

5.11.1 Available Resources

The City's Accessibility Documents, including the Accessible Customer Service Policy and various Procedures are available for reference and use as training material on the City's website at:

http://www.peterborough.ca/Living/Accessibility/Accessibility_Legislation_and_Compliance/Documents.htm

The Ministry of Community and Social Services provides resources, including a compliance manual and training resources, to assist public and private sector organizations with compliance with the Regulation online at:

http://www.mcass.gov.on.ca/mcass/english/pillars/accessibilityOntario/accession/compliance/customer/compliance_tools.

Proponents requiring clarification of the requirements of this notice may contact Mary Gallop at mgallop@peterborough.ca.

6.0 **GENERAL TERMS AND CONDITIONS**

6.1 Freedom Of Information

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 submitting Proponents, as well as the successful bid 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's designate at 705-742-7777, Extension 1797.

6.2 Reports and Draft Reports

Subject to the requirements of MFIPPA, 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 incomplete or final form.

6.3 Relationship of Parties

The Consultant expressly acknowledges that they are an independent Consultant and neither agency, partnership nor employer-employee relationship with the City is intended or created by the resulting Contract.

The Consultant shall be solely responsible for all matters, if applicable, relating to statutory deduction of all taxes, employment insurance and Canada Pension and all licences and permits which may be or become required to perform all Services.

The Consultant shall be solely responsible for all their personnel matters, if applicable, relating to hiring, firing, discipline, leave, remuneration, WSIB and insurance premiums.

The Consultant fully acknowledges and accepts their responsibility as Consultant as defined under the **Occupational Health and Safety Act**.

6.4 Rejection of Proposal When City/Proponent Relationship is Impaired

The City may reject a Proposal from a Proponent where in the opinion of both the Director of Corporate Services and the City Solicitor, the commercial relationship between the City and the Proponent has been impaired by the act(s) or omission(s) of the Proponent, within the five-year period immediately preceding the date on which the Proposal is to be awarded.

The act(s) or omission(s) include, but are not limited to, the following:

- a. Threatening litigation, or pursuing litigation of the City, in relation to previous contracts awarded to the Proponent by the City, or a person against whom the City is pursuing litigation. Threatening litigation means transmitting a written threat to commence a judicial proceeding;
- b. A claim has been made by the City to the Proponent under a security submitted by the Proponent, such as a Proposal Deposit, Performance Bond or Materials and Labour Bond;
- c. The Proponent has refused to follow reasonable directions of the City or to cure a default under any Agreement/Contract with the City;
- d. The Proponent refuses to enter into any Agreement/Contract with the City after the Proponent's Proposal has been accepted by the City;

- e. The Proponent has communicated, directly or indirectly, with any other Proponent about the preparation of their Proposal for the same Work/Project;
- f. The Proponent or any person with whom that Proponent is not at arm's length within the meaning of the **Income Tax Act** (Canada) as amended, has been convicted of an offence under any taxation statute in Canada;
- g. The Proponent has been convicted under the *Criminal Code* or other legislation;
- h. The Proponent has been convicted under any environmental legislation;
- i. The Proponent has been convicted relating to product liability or occupational health or safety; or
- j. The Proponent has been convicted under the financial securities legislation.

6.5 Character and Employment of Workers

The Consultant shall employ only orderly, competent and skilful employees to ensure that the services are carried out in a respectable manner.

In the event that any person employed by the Consultant, in connection with the service arising out of this Proposal gives, in the opinion of the City, just cause for complaint, the Consultant, upon notification by the City in writing, shall not permit such person to continue in any future service arising out of this Proposal.

6.6 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 RFP, 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.

6.7 Causes for Rejection

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

- a. Proposal received late (will not be accepted);
- b. Proposal received where a pre-qualification process or meeting is mandatory and has not been met by the Proponent (will not be opened);
- c. No Proposal Deposit, (if required in RFP);
- d. Correct version of Proposal form not used;

- e. Proposal not complete;
- f. Proposal not legible in whole or in part;
- g. Proposal not completed in ink or type;
- h. Proposal not signed;
- i. "Agreement to Terms and Conditions", when required, is not executed or included with the Proposal;
- j. Other mandatory forms or details required and clearly shown in the RFP being required upon submission of a Proposal are omitted; or
- k. Erasures, alterations or cross-outs not initialed in ink by the Proponent.

6.7.2 The following are examples of circumstances where a Proposal is questioned but may be accepted after examination or correction:

- a. Proposal containing simple arithmetic errors as determined during evaluation process;
- b. Proposal not acknowledging correct number of addenda issued; or
- c. Proposal Deposit, if required in RFP, is not in proper form or quantum.

6.8 Rights of the City

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

The City also reserves the right to communicate with one or more Proponents following the Proposal Closing to clarify elements of the submission.

6.9 Protection of Work and Property

The Consultant shall be held responsible by the City for all damage caused by themselves, their employees, or any sub-consultants, including damage to subsurface or surface utilities, properties, pavement, sidewalks, curbs, buildings, homes 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 their expense, and to the satisfaction of the City.

The Consultant shall be fully responsible for ALL accidents arising by reason of execution or non-execution of the said Work, 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.

6.10 Indemnity

The Consultant shall indemnify, save harmless the City and Fleming College, their agents and employees from and against all claims, actions, losses, expenses, costs or damages of every nature and kind whatsoever which the City, its employees, officers or agents may suffer, to the extent the Consultant is legally liable as a result of the negligent acts or omissions of the Consultant, their employees, officers or agents in the performance of the Work.

6.11 Confidentiality

The Consultant recognizes that they may, by the nature of the goods or services being provided for the City, have access to confidential information. It is understood and agreed that the Consultant, their employees, sub-consultants, agents, representatives and officers, (the "Consultant") 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 their Contract with the City. Nor will the Consultant use any information however obtained as a result of performing duties for the City for their own commercial, financial or personal advantage. The Consultant also acknowledges that they may be held both criminally and civilly responsible for any breach of confidentiality.

It is hereby agreed that the following information is not considered to be confidential under this Agreement:

- a. Information already in the public domain;
- b. Information disclosed to the Consultant by a third party who is not under a confidentiality obligation;
- c. Information developed by or in the custody of the Consultant before entering into this Agreement;
- d. Information developed by the Consultant through their work with other clients; and
- e. Information required to be disclosed by law or regulation, including, but not limited to, subpoena, court order or administrative order.

6.12 Execution of Work

The Consultant shall execute the whole of their Work with every possible dispatch and in a substantial and workmanlike manner, comprehending what may be reasonably implied from the specifications though not particularly shown or called for. The whole of the Work shall be completed to the satisfaction of the City. If the Consultant fails to perform the Work as required on any particular date, the City at its discretion may have others do the Work and charge the Consultant.

6.13 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.

The Consultant shall disclose to the City prior to accepting an assignment, any potential conflict of interest. If such a conflict of interest does exist, the City may, at its discretion, withhold the assignment from the Consultant until the matter is suitably resolved, and further, that if during the conduct of the Contract the Consultant is retained by another client giving rise to a potential conflict of interest, the Consultant shall so inform the City. If a conflict of interest is deemed to exist, then the Consultant shall refuse the new assignment or shall take such steps as are necessary to remove the conflict of interest to the satisfaction of the City.

Subsequent to the award of the Contract, should the Consultant fail to disclose any conflict of interest that arise thereafter, fail to cure any conflict, or otherwise fail to comply with the conflict of provisions as set out by the City, the City shall be entitled to terminate the Contract immediately and any monies due and payable may be withheld by the City as liquidated damages.

The City shall have the right to judge, at its sole discretion, whether or not the declared situations do constitute an actual or potential conflict of interest.

In the event the City informs the Consultant that it is satisfied that a conflict of interest exists, the Consultant shall expeditiously take reasonable steps to resolve such conflict of interest, in the event the City, acting reasonably, is not satisfied that the conflict has been resolved it may thereafter suspend or terminate this Contract in accordance with the terms of the Contract.

6.14 Ownership

All information, data, policies, plans, and documents prepared and collected by the Consultant shall be deemed to 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 Work. Any re-use of documents by the City for other work/projects beyond the scope of this Project shall be at the City's sole risk.

6.15 Costs Incurred

The City shall not, under any circumstances, be responsible for any costs incurred by the Proponent in the preparation of the submission, including costs to attend site meetings or provide any interview.

6.16 Laws, Acts and Regulations

The Consultant shall comply with all federal, provincial and municipal laws, statutes, regulations and by-laws, relevant to this RFP, including, but not limited to:

- a. The **Construction Lien Act**, R.S.O. 1990, c. C.30, as amended;
- b. The **Occupational Health and Safety Act**, R.S.O. 1990, c. 0.1, as amended;
- c. **Workplace Safety and Insurance Act**, effective January 1, 1998, as amended;
- d. The **Municipal Freedom of Information and Protection of Privacy Act**, R.S.O. 1990, c. M.56, as amended; and
- e. The **Environmental Protection Act**, as amended.

In the event of conflict between the provisions of the above authorities, the most stringent provisions will apply.

This Contract shall be governed and construed pursuant to laws of the Province of Ontario and the Government of Canada.

6.17 Health and Safety

The Consultant shall comply with all conditions and regulations of the **Occupational Health and Safety Act**, R.S.O.1990, and the regulations enacted for construction projects and amendments thereto; any other federal or provincial statute or local by-law concerning safety or any other phase of their Work on this Contract.

The Consultant shall take all necessary precautions to ensure that duties are performed safely and shall comply with all applicable provisions of law relating to injury to persons and property on, or about the premises where the Work is performed.

6.18 Public Relations

The Consultant, their employees and sub-consultants, if approved (the 'Consultant') shall conduct themselves in a manner conducive to the maintenance of good public relations for the City. If, during the performance of the Work, the Consultant or employees receive complaints or enquiries to which the Consultant or employees are not qualified to respond, the name of the complainant or the person making the enquiry shall be recorded along with their mailing address and telephone number. A report of the incident is to be made to the Project Lead or designate, within two (2) days of the incident.

6.19 Electronic Funds Transfer

The City's preferred method for payment of invoices is via Electronic Funds Transfer ("EFT"). Information may be obtained from the City Contact person if the Consultant chooses to participate in the program. Signup is required only once. Information submitted is held in the strictest confidence and is kept on file for **all** future payments.

6.20 Sub-Consultants

No sub-consulting of any part of the Contract shall be permitted without the written authorization of the City (see **Item 8.11**).

Where the City approves sub-consulting, the Consultant shall be held fully responsible to the City for the acts and omissions of their sub-consultants and of persons directly or indirectly employed by them.

In view of this responsibility for the acts and omissions of their sub-consultants, the Consultant shall not be obliged to employ, as a sub-consultant, any person or firm to whom they object. The Consultant agrees to bind every sub-consultant by all the terms of the Contract as far as is applicable to the Work.

The Consultant shall include all provisions of this Contract in any contract with sub-consultant(s) and shall hold all sub-consultants equally responsible for safe work performance.

6.21 Publication

The Consultant shall obtain the consent in writing of the City before publishing or issuing any information regarding this Project.

6.22 Pricing and Taxes

The Proposal amount shall be quoted in Canadian dollars and include all applicable excise taxes, customs, freight, exchange and all other charges, FOB site. HST shall be extra.

The City requires a lump sum Proposal Fee from the Proponents responding to this RFP for all fees, services and disbursements in accordance with the requirements of the RFP.

Disbursements shall include travel, photocopying, printing, courier and mail cost, long distance charges, as an example. The City will not reimburse Consultant disbursements for alcohol or entertaining expenses.

The Proponent must complete **Appendix B "Pricing Summary"** including providing their Business Number or, indicate if operating as a "Small Trader".

Pricing shall be firm for a period of ninety (90) days from the Proposal Closing.

6.23 Force Majeure

Save and except for the payment of any monies required hereunder, neither party shall be deemed to be in default of this Contract where the failure to perform or the delay in performing any obligation is due wholly or in part to a cause beyond their reasonable control, including, but not limited to, an Act of God, an act of any federal, provincial, municipal or government authority, civil commotion, strikes, lockouts and other labour disputes, fires, floods, sabotage, earthquakes, storms, epidemics and an inability to perform due to causes beyond the reasonable control of the party.

The party subject to such an event of force majeure shall promptly notify the other party of their inability to perform or of any delay in performing due to an event of force majeure and shall provide an estimate, as soon as practicable, as to when the obligation will be performed. The time for performing the obligation shall be extended for a period equal to the time during which the party was subject to the event of force majeure. Both parties shall explore all reasonable avenues available to avoid or resolve events of force majeure in the shortest time possible, but this requirement shall not oblige the party suffering the strike, lockout or labour dispute to compromise their position in such dispute.

7.0 SCOPE OF WORK

7.1 Purpose

The City of Peterborough and Fleming College are cooperating on a new Artificial Sport Field Complex on property at Fleming College. This RFP is requesting submissions from a qualified Prime Consultant who will assemble a qualified team of specialists in landscape architecture, engineering and building architecture and costing for a new artificial sport field complex.

The Consultant shall be responsible for the detailed design, cost analysis, development of tendering documents, construction supervision and contract administration, commissioning and certification for the Work listed herein. The Consultant will be required to ensure compliance with all requirements to undertake, expedite and coordinate the site plan approval process and obtain all necessary agency approvals (including all internal and external agencies, as required).

Construction will be implemented using the City's standard tendering procedures. Tendering packages will be prepared by the Consultant, and the tender process will be issued through the City's Corporate Services Department, using the protocol of the City's Purchasing By-law (By-law number 10-132). The Consultant will work closely with the Project Lead to ensure a successful tendering process.

7.2 Complex Location

The property selected for the new artificial field is located at 599 Brealey Drive on the campus of Fleming College. **Attachment 1 “Concept Design”** provides a schematic of the layout of the sport field complex in relation to its site on the College Campus. The Concept Design is in no way the final design.

The College undertook a “Servicing Feasibility Study” with D.M. Wills and Associates and this study is included in **Attachment 2**. The Servicing Feasibility Study is a background report. The Consultant will be required to verify all elements of the project needs in **Section 7** which may divert from the content of the Concept Design and Servicing Feasibility Study.

7.3 Project Organization/Governance

7.3.1 Sport Complex Project Team

The City and College has assembled a team made up of staff from both agencies to oversee and assist with the facilitation of this Project.

7.3.2 Project Leader

Mary Gallop, the City’s Manager of Facilities and Special Projects, will be the Team Leader.

7.4 Role of the Consultant

Delivery of the Project design will be through the Project Leader. The Consultant shall have a single Contract with the City for the integrated package of design services. This is expected to facilitate an expeditious process for Consultant engagement, clarify reporting and contractual responsibilities, and, most importantly, assist in the effective delivery of working drawings and specifications.

The Scope of Work of this Project will necessitate the services of a broad spectrum of professional disciplines within the Consultant’s design team. The Consultant shall provide an inclusive package of services sufficient to provide for the design and implementation for the specified development.

The Consultant’s design team shall include, but not be limited to, the following expertise:

- a. Landscape Architecture;
- b. Building Architecture and Interior Design;
- c. Certified Cost Consultant;
- d. Mechanical, electrical, civil, and structural engineering;
- e. Acoustics;
- f. Lighting; and
- g. Civil Engineering with expertise in Stormwater Management.

7.5 Critical Success Factors

The City is looking for a Consultant that can successfully design and deliver the Work and meet the following critical success factors:

- a. A Consultant team that demonstrates knowledge of, and experience in, providing similar services for projects of comparable nature, size and scope.
- b. Incorporation of green technology, where possible and within budget, in the design;
- c. Accuracy in determining costs for construction;
- d. Design of a modern facility capable of meeting the needs of the College and City within the available budget;
- e. Design that maximizes lifecycle and minimizes maintenance costs;
- f. Develop value for money solutions in design;
- g. Time is of the essence - achieve Substantial Completion and Ontario Building Code Approved Occupancy on or before November 1, 2013; and
- h. Achieve Total Completion and Final Inspection on or before December 1, 2013.

7.6 Design Standards

The Consultant shall be solely responsible for ensuring that design of all required facilities described herein meet the standards and requirements set by all applicable codes and other governing authorities, including, but not limited to:

- a. City of Peterborough;
- b. Government of Canada;
- c. Province of Ontario, including, but not limited to the Ontario Building Code and the proposed "Built Environment Standards" of the **Accessibility for Ontarians with Disabilities Act** ("AODA");
- d. Building and Construction Trades Council and Construction Labour Relations;
- e. Applicable Canadian and Provincial Electrical Codes;
- f. Occupational Health and Safety Code of Ontario;
- g. Canadian General Standard Board ("CGSB");
- h. Canadian Standards Association ("CSA");
- i. Underwriters Laboratories of Canada ("ULC");
- j. Other applicable laws and standards.

7.7 Design Scope of Work

The Concept Design in **Attachment 1** is illustrative of the elements and functional areas required for the new Artificial Sport Field Complex. Specific design elements include, but are not limited to, the following:

a. Artificial Sport Fields (2)

Design of two (2) fields that can accommodate soccer, rugby, football and field lacrosse fully equipped with energy efficient sport field lights.

b. Stadium Seating

To accommodate 1,500-2,000 spectators and fully outfitted with public address system.

c. Press Box

Within the stadium seating, fully wired for advanced technological use.

d. Complex Facility – Approximately 6,000 Square Feet

With players changerooms, public washrooms, canteen, meeting room space, program and maintenance storage, and security systems.

e. Scoreboards (2)**f. Parking Lot F**

Expansion of Lot F and asphalt

g. Circulation, Landscaping, Miscellaneous

Formal gateway, circulation pathways, landscaped treatment, wayfinding lighting and signage and field fencing.

7.8 Preliminary Construction Budget

The construction budget is **five million dollars (\$5,000,000)**, including contingency and taxes but excluding design costs.

7.9 Schedule

The City requires Total Completion of the Work and Final Inspection to be no later than December 1, 2013. The Proponent will provide a Project Schedule with their submission indicating milestones for the Project, including how this date would be achieved, considering the site, approvals, construction, procurement and environmental constraints, Substantial Completion and Approved Occupancy date, and Total Completion and Final Inspection date.

Total Completion shall mean the completion of all Works, including the correction of deficiencies, and completion of all approvals and permits.

7.10 Geotechnical Reports

A Geo-technical study is underway and will be provided to the Consultant on award of Contract.

7.11 Consultant Responsibilities

7.11.1 The Work must meet or exceed the requirements of the Ontario Building Code and current guidelines for the **Accessibility for Ontarians with Disabilities Act** and the City's Accessibility Committee requirements.

7.11.2 The Consultant is responsible for consulting with various departments of the City to address their requirements and ensure successful Site Plan Approval. This includes, but is not limited to, representatives of the Building Division, Planning Division, Engineering and Utility Services, Technology Services, etc. The Consultant shall be responsible for ensuring that the completed complex is fully functional for safe operation.

7.11.3 The Work shall be completed in compliance with the criteria, standards and other requirements outlined in this RFP.

7.11.4 The following generally describes the Scope of Work to be provided by the Consultant.

a. Program Development Phase

The Consultant shall:

- i. Coordinate the services of all other consultants as applicable;
- ii. Submit facility and artificial field life cycle cost analysis associated with alternative mechanical, electrical, field/turf and other systems. Such analysis shall be sufficient detail to permit the City to assess the comparative merits of alternative systems, and shall be accompanied by the Consultant's recommendation for a preferred solution;
- iii. Provide a document detailing area calculations, building systems and outline specifications to describe the size and character of the entire development including the architectural, structural, mechanical, electrical and artificial field systems, materials and such other elements as may be appropriate;
- iv. Provide the following services in connection with the development and finalization of the program of requirements for the proposed development including:
 1. Review of existing College and City documents;
 2. Attend all necessary meetings with College and Community sport users to gather program information.
 3. Prepare individual Space Data Sheets identifying the spatial and functional requirements for all distinct areas of the proposed development;
 4. Prepare a proximity matrix for functional spaces within the proposed development;
 5. Submit a comprehensive program document to the City for approval by the City;
 6. Assist the City to identify and engage other specialist consultants;
 7. Obtain the City's approval before proceeding with the schematic design; and
 8. Attend all Project team meetings as required.

b. Schematic Design Phase

Definition: Schematic Design develops the form, size, character and preliminary design details of the project based on an approved program, and includes all professional disciplines.

Purpose: To prepare a schematic design (architectural, structural, mechanical, electrical, landscape design and interior design) for all exterior and interior components of the proposed Project.

The Consultant shall:

- i. Coordinate services of all other consultants, as applicable;
- ii. Review the approved program requirements and the characteristics of the site;
- iii. Review existing geotechnical or soils engineering reports, and provide recommendation regarding additional geotechnical or soils investigations that are required;
- iv. Review and comment on the City's construction budget in relation to the approved program of requirements;
- v. Review with the City alternative approaches to the design and scope of the development;
- vi. Review all applicable statutes, regulations, codes and by-laws and where necessary review the same with the authorities having jurisdiction;
- vii. Review condition of existing building and verify dimensions, by on-site measurements, as required, for the design;
- viii. Ensure that the overall design meets or exceeds the requirements and regulations of the most recent **Accessibility for Ontarians with Disabilities Act** and Barrier Free code guidelines and the City's 2009 Accessibility Plan (available on the City's website);
- ix. On behalf of the City, obtain approval of authorities having jurisdiction, if applicable;
- x. Review the eligibility requirements for available lighting, building and/or energy incentive programs and develop the designs in order that the City can take advantage of these programs;
- xi. Prepare for the City's review and approval, schematic design documents including but not limited to:
 1. Spatial relationship diagrams;
 2. Principal floor plans;
 3. Building sections;
 4. Exterior elevations;
 5. Space schematics and flow diagrams; and
 6. Outline specifications.
- xii. Prepare and submit to the City a statement of probable cost;
- xiii. Participate in the presentation of the design at all meetings, including, but not limited to Team Meetings, Fleming Student

Administrative Council, City Arenas Parks and Recreation Meetings and City Council, as required.

- xiv. Attend all Project Team meetings as required; and
- xv. Redesign or offer alternates designs if required by the Project Team.

c. **Design Development Phase**

Definition: Design Development specifies the actual form, size, character and design details of the Project, and includes all professional disciplines and fixes the cost and construction schedule of the Project.

Purpose: To produce final designs (public programming, interior design and architecture) for all interior and exterior components of the Project.

The Consultant shall:

- i. Coordinate services of other consultants as applicable;
- ii. Update information supplied on facility life cycle costs analysis associated with alternative mechanical, electrical and all field and building systems. Such analysis shall be sufficient detail to permit the City to assess the comparative merits of alternative systems, and shall be accompanied by the Consultant's recommendation for a preferred solution;
- iii. Prepare for the City's review and Site Plan Approval (as included in **Attachment 3** – Site Plan Control Submission Requirements), design development documents consisting of drawings and other documents appropriate to the size of the Project, as listed below:
 - 1. Plans;
 - 2. Elevations; and
 - 3. Sections.
- iv. Update Project Brief detailing area calculations, building systems and outline specifications to describe the size and character of the entire development including the architectural, structural, mechanical, and electrical systems, materials and such other elements as may be appropriate;
- v. Prepare and submit a fully detailed Class "B" Construction Cost estimate, prepared by a certified cost consultant, for the City's approval;
- vi. Continue to review applicable statutes, regulations, codes and by-laws as the design of the development is developed;
- vii. Seek and obtain approval of authorities having jurisdiction, if applicable, on behalf of the City;
- viii. Prepare a presentation of light systems and fixtures, signage and related way-finding systems, and all furnishings;
- ix. Advise the City regarding pre-ordering equipment;

- x. Review and obtain the City's approval before proceeding to next phase;
 - xi. Attend all Project Team meetings as required; and
 - xii. Redesign or offer alternates designs if required by Project Team.
- d. **Construction Documents Phase**
Purpose: To prepare all necessary construction drawings including site plans, floor plans, descriptions, elevations, sections and construction details for all professional disciplines, on the basis of the approved final design documents, and suitable for tendering and submission to authorities for approval.
- The Consultant shall:
- i. Coordinate the services of all consultants as applicable;
 - ii. Assemble required documentation and make application for a Building Permit;
 - iii. Prepare for the City's review and approval, construction documents consisting of drawings and specifications setting forth in detail the requirements for the construction Project;
 - iv. Provide the City and the College each with one (1) complete, full sized set of coordinated Construction Documents, and one (1) reduced set of drawings 11"x17" in size;
 - v. Review statutes, regulations, codes and by-laws applicable to the design and where necessary review the same with the authorities having jurisdiction in order that the City may apply for and obtain the consents, approvals, licenses and permits necessary for the Project;
 - vi. Prepare for the City a list of proposed specific warranties applicable to building components;
 - vii. Review and obtain the City's approval before proceeding to the next phase;
 - viii. Adjust specifications, design and drawings until they meet the approval of the City;
 - x. Determine whether a pre-qualification process is required to select General Contractors; develop the procurement process and participate in the evaluation process as required; and
 - xi. Attend all meetings as required by the Project Team.
- e. **Construction Procurement Phase**
Purpose: In consultation with the Project Leader, prepare the necessary bidding information, bidding forms, conditions of contract, including supplementary conditions, and form of contract between the City and the Contractor, subject to final approval of the City Project Leader.

The Consultant shall:

- i. Act in an advisory role to the Project Leader;
- ii. Provide the Project Leader with recommendations and advice on the preparation of the necessary bidding information;
- iii. Coordinate the compilation of fifteen (15) Request for Tenders ("RFT") sets for the City incorporating the City's "front ends" the design drawings and specifications (copying for all sets will be at the expense of the Consultant and should be included in the bid price for services);
- iv. Participate in the pre-tender "Site Meetings" for Bidders;
- iv. Prepare responses to questions raised by Bidders as required and assist in preparation of addenda or clarifications for issue to Bidders. Addenda will be finalized and issued by the City.
- v. **NOTE: The City will issue the RFT and addenda for the Project and conduct the RFT closing process.**

f. **Construction Phase – Contract Administration**

Purpose: To administer the construction contract, and in particular to inspect the construction to ensure compliance with the design documents.

The Consultant shall:

- i. Coordinate services of other consultants as applicable for regular site inspections, review of shop drawings, etc.;
- ii. Be a representative of the City;
- iii. Advise and consult with the City;
- iv. Have the authority to act on the City's behalf to the extent provided in this Contract and the Contract Documents;
- v. Have access to the Work at all times wherever it is in preparation or progress;
- vi. Conduct regular site inspections, carry out and coordinate as applicable the General Review/Field Review of the Work;
- viii. Examine, evaluate and report to the City upon representative samples of the Work;
- ix. Keep the City informed of the progress and quality of the Work, and report to the City defects and deficiencies in the Work observed during the course of the site reviews;
- x. In the first instance, interpret the requirements of the Contract Documents and make findings as to the performance hereunder by both the City and Contractors;
- xi. Render interpretations, in written and graphic form, as may be required, with reasonable promptness on the written request of either the City or the Contractor;
- xii. Render written findings within reasonable time, on all claims, disputes and other matters in question between the City and the Contractors relating to the execution or performance of the Work or the interpretation of the Contract Documents;

- xiii. Render interpretations and findings consistent with the intent of and reasonably inferable from the Contract Documents, showing partiality to neither the City nor the Contractors;
- xiv. Have the authority to reject Work that does not conform to the Contract Documents, and whenever, in the Consultant's opinion, it is necessary or advisable for the implementation of the intent of the Contract Documents, have the authority to require special inspection or testing of work, whether or not such work has been fabricated, installed or completed;
- xv. Review and take other appropriate action with reasonable promptness upon such Contractors' submittals as shop drawings, product data, and samples, for conformance with the general design concept of the Work as provided in the Contract Documents;
- xvi. Maintain an electronic log to evidence the status and disposition of Shop Drawings and other required Contractor submittals;
- xvii. Prepare Contemplated Change Notices ("CCN's") and Change Orders ("CO's") for the consideration of the Project Leader and for the City's approval and signature in accordance with the Contract Documents; maintain electronic logs to accurately document the status of all issued and contemplated CCN's and CO's and provide the same to the City on a regular basis;
- xviii. Furnish supplemental instructions to the Contractors with reasonable promptness or in accordance with a schedule for such instructions agreed to by the Consultant and the Contractors;
- xix. Coordinate with the Contractor, the development of a training program for maintenance and operation of all systems.
- xx. Receive from the Contractor and forward to the City, for the City's review, the written warranties and related documents;
- xxi. Receive from the Contractor and review and approve the Contractor's as-built drawings, and provide to the City a complete set of electronic record drawings for all building systems and components;
- xxii. Prior to the end of the period of one year following the date of Substantial Performance of the Work, review any defects or deficiencies which have been observed and reported during that period, and notify the Contractors in writing of those items requiring attention by the Contractors to complete the Work in accordance with the Contract; and
- xxiii. Determine the amounts owing to the Contractors under the Contractor base on the Consultant's observations and evaluation of the Contractor's application(s) for payment.

7.11.5 Commissioning Management

Effective commissioning of the proposed development is essential. A plan shall be produced in sufficient detail to evidence how the Consultant will transfer the building from the Project Team to the City's operating staff. The plan will include, but not be limited to:

- a. Production of a Commissioning Plan;
- b. As-built documentation;
- c. Production of record drawings;
- d. Warranties;
- e. Manuals;
- f. Systems initiation;
- g. Training and handover; and
- h. Closeout.

The City Reserves the right to hire an independent commissioning agent to review all facets of the commissioning process and provide recommendations to the City.

7.11.6 Quality Assurance

The Consultant shall maintain a fully implemented quality assurance system and shall provide to the City copies of current quality assurance manuals and all documented quality system procedures.

7.11.7 Cost and Schedule Control

- a. The Consultant shall monitor Project costs from the commencement of the Work through to post-construction evaluation of the completed Project. The Consultant shall be responsible for the production of a design that can be implemented within the Construction Budget. For the purpose of determining the cost of construction, the Project Leader shall first rely on prices obtained by the RFT process, and then on cost estimates supplied by the Consultant;
- b. Where the Project Leader, having examined the Consultant's "B" cost estimates, concludes that the design provided by the Consultant for the examined estimate cannot be implemented within the Construction Budget, then the Consultant shall be responsible for amending or redesigning their Work until a design is produced that can be accomplished within the Construction Budget. There shall be no additional fees paid for such redesign Work;
- c. For the purpose of cost control, the Consultant shall provide complete estimates of construction costs. Potential cost overruns shall be reported by the Consultant well in advance of their anticipated occurrence to allow the Project Leader sufficient opportunity to take remedial measures. The Consultant shall provide assistance to the Project Leader by responding to questions concerning project costs and alternative cost solutions;

- d. A complete cost estimate submission will be provided by the Consultant to the Project Leader in electronic format at the completion of Design Development Class B.
- e. All construction estimates must include design and estimating contingency sums as are deemed necessary in light of the design information available. The Consultant shall provide an explanation as to the level of contingency included within each estimate;
- f. Unit rates and prices used in arriving at estimated costs will be based on current rates at the time of submission and will include increases that would normally occur during the construction period. Escalation for the period between submission and the start of construction will be shown separately;
- g. The Consultant shall provide the Project Leader with cost estimates for CCN's prior to the CCN being issued to the Contractor, and shall further identify the anticipated impact on the construction schedule. The Consultant shall review the Contractor's submission in response to issued CCN's, and shall issue written advice to the Project Leader regarding the disposition of CCN's;
- h. The Consultant shall, within ten (10) working days of notification of Contract award, submit a detailed schedule based on the milestones in the Project Schedule. This Design Schedule will then be used to coordinate all phases of the Work. Once the Project Leader approves the schedule, the Consultant shall complete the Work in accordance with the approved schedule; and
- i. **Time shall be of the essence on this Contract.**

7.11.8 Consultant Team

The Consultant shall provide professional services through design development, detailed design, construction, completion and post-construction phases. The Consultant shall clearly indicate who is the Prime Consultant in **Appendix D**. All other design personnel are as follows:

a. Design Project Leader

- i. The Consultant shall designate a Design Project Leader as the Consultant's principal representative for the Project. The Design Project Leader shall not be changed without the prior written authorization of the City;
- ii. The Design Project Leader shall be solely responsible for ensuring that the Consultant and their sub-consultants deliver all of the required services to the Project. The Design Project Leader shall have responsibility for the delivery of services to the City and shall lead the delivery of services throughout the Project. For the duration of the Project, the Design Project Leader will attend all Project Team meetings, Design meetings, Construction meetings and such other meetings as the City or Project Manager may request, as the Consultant's representative; and

- iii. The name of the designated Design Project Leader shall be entered in **Appendix D “Design Leaders”**, and shall constitute an essential component of the Consultant’s submission.

b. Other Design Leaders

- i. The Consultant shall designate a Landscape Architect Design Leader, Mechanical Design Leader, Civil Engineering Design Leader, Structural Design Leader and Electrical Design Leader as the Consultant’s principal representatives for the Project. The Design Leaders shall not be changed without the prior written authorization of the City;
- ii. The Design Leader shall be the individual who assumes responsibility for the mechanical design of the facility and for the provision of mechanical, engineering and electrical design services to the Project. The Design Leader shall lead the delivery of mechanical, engineering, and electrical design services throughout the Project;
- iii. For the duration of the Project, the Design Leader will attend all Project Team meetings, Design meetings, Construction meetings and such other meetings as the City or Project Lead may request, whenever the agenda for such meetings includes subjects related to their specific discipline, and when attendance is requested by the Project Manager; and
- iv. The name of the designated Design Leader shall be entered in **Appendix D**, and shall constitute an essential component of the Consultant’s submission.

7.11.9 The Consultant shall ensure the City is provided with two (2) hard copies of full and detailed set of “As Built” drawings within forty (40) days of the Substantial Completion date and an electronic copy in a file type and structure to be approved by the City.

7.12 Proposed RFP Timetable

Event or Action	Date/Time
RFP document released	December 23, 2011
Mandatory Site Meeting	January 10, 2012
Last Day for RFP Questions	January 19, 2012
Last Day to Issue Addendums	January 23, 2012
RFP Closing Date	January 26, 2012
Review of Proposals	January 30 - February 6, 2012
Short List Candidate Interviews	February 10, 2012
Approval and Award	March 12, 2012
Consultant Return of Signed Contract	March 22, 2012

8.0 TO INCLUDE IN PROPOSAL

8.1 Introduction

The Proponent is encouraged to make their submission succinct and Work specific.

Any responses provided in the Proposal will be assessed according to how well they assure the City of success in relation to the submission requirements. The detail and clarity of the written submission will be indicative of the Proponent's expertise and competence.

8.2. Proposal Submission

Proposals should be succinct. Proposals shall be submitted based on the format and order stated below. Submissions must specifically and fully address each of the items in **Items 8.3 to 8.13**.

To facilitate the review of the submitted Proposals, please use the following headings in your response. Failure to follow this format may be a consideration during the evaluation process.

8.3 Table of Contents

A Table of Contents with page numbers and identification of all materials included in the Proposal shall be provided.

8.4 Proponent's Profile (Prime Consultant)

The Proponent shall include the firm's profile, which must include the following:

- a. The legal name and form of the firm with telephone number, fax number and e-mail address
- b. Identify when Company was started, and if a Corporation, when incorporated; years of operation; number of staff;
- c. Indication of experience in design in relation to the design of an artificial sport field complex;
- d. Indicate past experience with the City, if any, or with other municipal or public sector clients; and
- e. Indicate any potential conflict of interest with the City.

8.5 Project Team Overview

It is important that the Work be provided by a staff team that can demonstrate knowledge of, and experience in providing similar services for projects of comparable nature, size and scope. In particular, the Proponent shall provide an overview of the key personnel who would be primarily involved in the Project and include the following:

- a. Identify the firm submitting the Proposal and the sub-consultant or sub-contractor firms that will be assembled to undertake the Work;
- b. The name, title, mailing address, phone number, fax number and e-mail of the primary contact;
- c. Condensed resumes and professional credentials of each individual on the Project Team that highlights their education, training, and relevant work history;
- d. The respective roles of the team members and their current office locations. Team members named in this RFP cannot be replaced without written approval from the City and the Project Leader;
- e. Current and future project list that will be undertaken by members of the Proponent's team including their current workload (i.e., identify other competing priorities that are assigned to each member within this Project timeline); and
- f. Organizational chart that clearly defines the chain of command for each individual with the team.

8.6 Understanding of Project

The Proponent shall include information that provides:

- a. Information that the Proponent understands the unique needs for the design of an artificial sport field complex, and the Proponent must relate these objectives to past experience or expertise of the Proponent and/or their team;
- b. Identification of "value-added" services brought by the Proponent's team; and
- c. A summary of the risks, problems or issues associated with the Work and how they will be mitigated.

8.7 Work Plan and Deliverables

The Proponent is to articulate, clearly and concisely, the following:

- a. An indication of how soon the Proponent can commence with the Work;
- b. A detailed Work Plan, indicating the method, tasks, deliverables;
- c. A schedule that identifies Work phases (by Gantt Chart or other similar illustration) including key dates for major deliverables (design development, working drawings, RFT documents, tendering, construction administration and post construction) in the Proponent's detailed Work Plan;
- d. Proposed staffing roles and the amount of time, shown in hours, they will be dedicated to this Project;
- e. Identification of the experience/past projects of the cost consultant and their success rate; and
- f. State the assumptions regarding the roles and involvement of the City staff.

Provide sufficient detail for the Evaluation Committee to understand and rate the value of the effort expended.

8.8 Acknowledgements

The Proponent shall complete and submit **Appendix A**, including confirmation of addenda received.

8.9 Pricing and Fixed Fees

The Proponent shall complete and submit **Appendix B**.

The Proponent is also required to complete and submit **Appendix C**, providing a detailed accounting of each member of the team's hours, fees, disbursements and other expenses according to the phase(s) of the Work. The overall Project costs for both professional fees and expenses shall be an upset limit in the costing.

The Proponent shall indicate how additional services by the Consultant will be priced in **Appendix C**. This rate would be used to approve additional Work to this Contract if unusual circumstances were encountered that would require an expansion of the Scope of Work. **This request does not obligate the City to extend the Contract.** The Consultant shall obtain the City's written approval for services deemed additional to the Contract, or Work that would cause an overage to the approved budget, prior to proceeding with such Work. Otherwise, no increase to the fixed fee will be considered.

Additionally, the Consultant shall not be entitled to any additional fees associated with redesign made necessary to meet budgets or allocation previously agreed upon.

All services that are excluded by the Proponent must be clearly identified in the Proposal.

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

8.10 Design Leaders

The Proponent shall complete and submit **Appendix D**, providing the various Design Leaders for this Project (see also **Item 7.11.8**).

8.11 Sub-Consultants

The Proponent shall complete and submit **Appendix E** providing a list of sub-consultants to be used while completing the Work, or indicate if not applicable (see also **Item 6.20**).

8.12 Experience and References

The Proponent must complete and submit **Appendix F**, providing a minimum of three (3) relevant examples of past projects, within the last ten (10) that are comparable in scope and magnitude.

Also, and to be attached to **Appendix F**, include a project synopsis that identifies the team members assembled who worked on the project, the current project status, budgeted costs versus actual costs, scheduling issues and resolutions, and design challenges, efficiencies.

Provide client names, contacts and up-to-date contact phone numbers.

By completing **Appendix F** the Proponent consents to the City contacting the references provided to obtain information in relation to the quality and Scope of Work provided by the Proponent.

8.13 Other Documents

- a. Cover page ONLY of all addenda issued with original signatures (**Item 5.1**);
- b. One (1) original and the number of copies stated in **Item 5.2.2**;
- c. Current and valid copy of Certificate of Clearance (**Item 5.5**); and
- d. Proof of Insurance (**Section 5.6.4**).

9.0 EVALUATION AND AWARD

9.1 Evaluation

This is an RFP, which shall be awarded based on the evaluation of the criteria set out in this Section.

9.2 Evaluation Committee

The Evaluation Committee will include staff from the City and College with representation from Facilities, Planning, Engineering, Purchasing and Student Services. The Evaluation Committee will make final recommendation to City Council for award of the RFP.

9.3 Clarification

The City may request, as it deems necessary, further information from the Proponent to determine the suitability of the design and/or price. The Proponent shall furnish the City all such information and data for this purpose as the City may request.

9.4 Presentation and Interview

As part of the evaluation process, the Evaluation Committee will undertake an interview with a short-list of Proponent(s). The date identified is **February 10, 2012**. Proponent(s) selected for an interview will be required to make a presentation on one (1) past project that is relevant to this current Work and answer questions on their submission and presentation. The identified project lead for the City's Project must lead the presentation and interview.

Proponent(s) will be contacted on **February 7, 2012** and advised of the time of the interview. **Proponent(s) will be expected to make the presentation on February 10, 2012.**

9.5 Evaluation Criteria and Scoring

In general terms, Proposals received will be evaluated in terms of how well they meet the requirements stated in **Sections 7.0 and 8.0**.

Proposals will be evaluated and scored in accordance with the chart below.

After the initial evaluation of all valid Proposals, the top Proponents, based on the initial scoring, will be short listed and will be asked to make a presentation to the Sport Complex Project Team.

After the interview, the Sport Complex Project Team members may amend their initial ratings based on the interview results.

In addition, after the interview, reference checks will be completed for the highest scoring Proponent. The purpose of reference checks is to confirm the elements contained in the RFP submission and interview and to verify the success of the Proponent with past projects. Should the highest scoring candidate receive one or more negative reference(s), the City, at its discretion, may remove the Proponent and proceed to the next highest candidate.

EVALUATION CHART

ITEM	SCORE
Detail, Clarity and Completeness of Proposal Submission (Items 8.3 to 8.13 inclusive)	5
Qualifications – of Consultant firm, lead team member, secondary team members and sub-consultants (Items 8.4, 8.5, 8.10, 8.11).	20
Experience – of the lead Proponent and their team with <u>recent</u> experience with this type of project that underscores the Proponent's ability to complete the Work (Item 8.12).	30
Project Understanding and Proposed Work Plan (Items 8.6 and 8.7)	20
Pricing The pricing component will be scored in accordance with the following formula: $\frac{\text{Cost of Lowest Proposal}}{\text{Cost of Proposal being evaluated}} \times 25$ (Item 8.9)	25
Total	100%

9.6 Negotiations/Recommendation and Award of Proposal

Following completion of the evaluation process, including any interviews and presentations, the City shall determine the preferred Proponent, based on the Proponents' overall total scores.

Assuming no further details are required to be negotiated prior to award of the Proposal, the City may decide to accept the offer of the preferred Proponent such that the preferred Proponent becomes the successful Proponent.

Award of the Proposal will be awarded based on the City's purchasing policies.

9.7 Requirements on Acceptance of Award

The Consultant will be required to submit to the City within ten (10) business days of notification of Award, a signed Contract (see Item 5.7) and the following:

- a. WSIB Certificate of Clearance (Item 5.5);
- b. Certificate of Insurance (Item 5.6.5); and
- c. Design Schedule (Item 7.9).

Attachment 1: (Separate PDF)

CONCEPT PLAN

Attachment 2: (Separate PDF)

SERVICING FEASIBILITY STUDY – August t 12, 2012

Attachment 3: (Separate PDF)

Site Plan Control Submission Requirements

Attachment 4**REPRESENTATION, WARRANTY AND
ACKNOWLEDGEMENT REGARDING
ACCESSIBLE CUSTOMER SERVICE TRAINING**

REPRESENTATION AND WARRANTY

(Insert Company name)_____

Hereby represents and warrants that:

1. *My/Our employees, agents, volunteers, or others for whom I/We are responsible, and that will be representing the City, will have successfully completed Accessible Customer Service Training prior to commencement of the Work on behalf of the Corporation of the City of Peterborough, in accordance with the award of RFP # **P-42-11 Recruitment Firm of Record**; and*
2. *The Accessible Customer Service Training provided will encompass the following training content:*
 - a. *A review of the purposes of the Accessibility for Ontarians with Disabilities Act, 2005 and the requirements of the customer service standard;*
 - b. *How to interact and communicate with people with various types of disability;*
 - c. *How to interact with people with disabilities who use an assistive device, service animal or a support person;*
 - d. *How to use the equipment or assistive devices available on City premises or that are otherwise provided that may help with the provision of goods or services to people with disabilities;*
 - e. *What to do if a person with a particular type of disability is having difficulty accessing the City's goods or services; and*
 - f. *The City's accessible customer service policies, procedures and practices governing the provision of goods or services to people with disabilities.*

ACKNOWLEDGEMENT

I/We, the undersigned, acknowledge and agree that this representation and warranty will be relied upon by the Corporation of the City of Peterborough and as such I/We solemnly provide this representation and warranty as if it were given under oath.

Company Name

Signature(s)

Name(s)

Title(s)

Date

I/WE HAVE THE AUTHORITY TO BIND THE COMPANY

APPENDIX A**ACKNOWLEDGEMENTS**

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.

I/WE ACKNOWLEDGE that all matters stated in the submitted Proposal are in all respects true.

I/WE ACKNOWLEDGE that I/We have carefully examined the locality and site of the proposed Work as well as all the addenda issued relating to the said RFP, and hereby acknowledge the same and hereby submit a Proposal and offer to enter into a Contract to do all of the Work and provide all of the labour implied therein including in every case freight, duty, exchange, and taxes and other charges on the terms and conditions and under the provisions therein set forth.

I/WE ACKNOWLEDGE that having read RFP P-03-11 I/WE have satisfied ourselves as to the terms, conditions and specifications and do hereby submit a Proposal for the Prime Consultant Services for a New Artificial Sport Field Complex.

I/WE ACKNOWLEDGE that _____ addenda have been received for this RFP and that it is the Proponent's ultimate responsibility to ensure all addenda issued have been received.

I/WE ACKNOWLEDGE that acceptance of this Proposal and the issuance of the Contract shall be 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 a Contract to be executed by the parties once the City of Peterborough has formally accepted the Proposal.

Dated at _____ this _____ day of _____ 2012.

Firm or Organization Name

Signing Authority

Street Address

Signature

City

Postal Code

Telephone and Fax Number

Email

APPENDIX B**PRICING SUMMARY**

I/WE having examined the Terms of Reference and do hereby offer and agree to complete contracted Work as described in the Terms of Reference at the price(s) stated below:

1. Pricing Summary

Description	Cost
Detailed Design and Tendering (Including all necessary testing services)	\$
Contract Administration (Construction)	\$
Disbursements	\$
Sub-total	\$
HST	\$
GRAND TOTAL INCLUDING ALL TAXES	\$

2. Business Number

Business Number: _____

Or

Operates as a Small Trader (Y/N) _____

3. Authority

Dated at _____ this _____ day of _____ 2012.

Firm or Organization Name

Signing Authority

Street Address

Signature

City

Postal Code

Telephone and Fax Number

Email

APPENDIX C**FIXED FEES**

Where additional work is requested by the City not contained in this RFP, payment will be made on the basis of the hourly rates used to develop the Fixed Fee. The City will be responsible only for those charges that are approved in writing prior to such additional work being undertaken.

Schedule of Hourly Billing Rates

Description	Per Hour Rate
Landscape Architect	\$
Building Architect	\$
Structural Design Engineer	\$
Mechanical Design Engineer	\$
Electrical Design Engineer	\$
Civil Design Engineer	\$
	\$
	\$
	\$

APPENDIX D**DESIGN LEADERS**

- i) _____ of _____
(name) (firm)
will serve in the capacity of **Prime Consultant** for the duration of the Project, in accordance with the provisions of this Request for Proposals.
- ii) _____ of _____
(name) (firm)
will serve in the capacity of **Landscape Design Leader** for the duration of the Project, in accordance with the provisions of this Request for Proposals.
- iii) _____ of _____
(name) (firm)
will serve in the capacity of **Architecture Design Leader** or the duration of the Project, in accordance with the provisions of this Request for Proposals.
- iv) _____ of _____
(name) (firm)
will serve in the capacity of **Civil Engineering Design Leader** for the duration of the Project, in accordance with the provisions of this Request for Proposals.
- v) _____ of _____
(name) (firm)
will serve in the capacity of **Electrical Engineering Design Leader** for the duration of the Project, in accordance with the provisions of this Request for Proposals.
- vi) _____ of _____
(name) (firm)
will serve in the capacity of **Structural Engineering Design Leader** for the duration of the Project, in accordance with the provisions of this Request for Proposals.
- vii) _____ of _____
(name) (firm)
will serve in the capacity of **Mechanical Design Leader** for the duration of the Project, in accordance with the provisions of this Request for Proposals.

APPENDIX E**SUB-CONSULTANTS**

We will employ the following sub-consultant organizations to deliver services to the Project, and we acknowledge that none of these sub-consultant organizations shall be substituted or changed without the prior written authorization of the City.

SERVICES	NAME, ADDRESS AND CONTACT INFORMATION
Landscape Architecture	
Architect	
Structural Engineering	
Mechanical	
Electrical Engineering	
Landscape Architecture	
Cost Consulting	
Interior Design	
Other (specify)	
Other (specify)	

Notes:

1. ANY substitutes or changes in sub-consultants must be agreed upon and authorized in writing by the City and the Project Manager.
2. If insufficient space is provided in this table please provide required information in the same format and **attach to this Appendix**.

APPENDIX F**EXPERIENCE AND REFERENCES**

Please list a minimum of three (3) references where your company has provided similar services within the last 10 years

Dates Work was Performed	Company Name, Contact Person and Telephone Numbers for Whom Work was Performed	Description of Project
1.		
2.		
3.		
4.		

Notes:

1. If insufficient space is provided in this table please provide required information in the same format and **attach to this Appendix**.
2. Proponents should list references where similar Work has been, or is currently being provided.
3. Also attach project synopsis (See **Item 8.12**).