



**WATER
RIVERVIEW PARK AND ZOO**

**PROPOSAL REQUEST
#2017-11**

**ACCESSIBILITY DESIGN/PLAN FOR
THE RIVERVIEW PARK & ZOO
PLAYGROUND SITE**

April 2017



PETERBOROUGH UTILITIES SERVICES INC.

1867 Ashburnham Drive, PO Box 4125, Station Main
Peterborough ON K9J 6Z5

March 15, 2017

Proponents:

PROPOSAL REQUEST #2017-11

You are invited to submit a proposal for our requirements on providing a comprehensive design plan to assist in guiding future playground and associating pathway improvements to be AODA compliant.

The proposal should be clearly marked "*Proposal Request #2017-11 – Accessibility Design/Plan for the Riverview Park & Zoo Playground Site*" and delivered to Peterborough Utilities Services Inc., Attention: Jim Ayrheart, Purchasing and Materials Manager, 1867 Ashburnham Drive, Peterborough, Ontario, K9L 1P8, no later than **2:00:00 p.m. Local Time, Friday, April 7, 2017.**

Lowest or any proposal not necessarily accepted.

Cordially,

A handwritten signature in black ink that reads "J. Ayrheart".

Jim Ayrheart
Purchasing and Materials Manager
P: 705-748-9301 ext. 1260
F: 705-748-4358
E: jayrheart@peterboroughutilities.ca

Encl.

c: Jim Moloney

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1.0 REQUIREMENTS CHECKLIST

MANDATORY REQUIREMENTS CHECKLIST

Please ensure that the below listed documents are included with your Proposal:

- Contractor Safety Qualification Form and associated documentation
(NOTE: Please ensure your response to this Section is submitted in a bound package separate from that of the main submission.)
- Form of Proposal in a separate, sealed envelope **signed** by an authorized representative
- All addenda (if applicable) are signed and included inside front cover of documents
- Statements A-C completed
- Project Delivery Proposal

REQUIREMENTS AT OR AFTER AWARD CHECKLIST

Should you be the successful Proponent, please ensure that the below listed documents can be submitted at or after award of contract:

- Listing of Hazardous Materials to be Brought On-Site
- Applicable MSDS Sheets

2.0 CONTRACTOR SAFETY QUALIFICATION



Peterborough Utilities Group (PUG) wishes to emphasize to all contractors and consultants the importance of maintaining Health & Safety work practices while working in conjunction with us. All work is to conform to the Occupational Health & Safety Act & Regulations and any other applicable legislation or regulations. Please ensure your submission includes documentation identified on the Safety Document Checklist below.

Contractor Firm Legal Name:	
Address:	
Phone No: ())	Fax No: ())
Type of Work:	Nature of Business:
Corporate Officer Responsible for Safety:	
Number of Employees:	

1) SAFETY DOCUMENT CHECKLIST

Signed and Dated Company Safety Policy	Attached? Yes <input type="checkbox"/> No <input type="checkbox"/>
Proof of Insurance (s per “ Appendix A ”)	Attached? Yes <input type="checkbox"/> No <input type="checkbox"/>
WSIB Clearance Certificate	Attached? Yes <input type="checkbox"/> No <input type="checkbox"/>
Violence and Harassment Policy	Attached? Yes <input type="checkbox"/> No <input type="checkbox"/>

APPENDIX A – CERTIFICATE OF INSURANCE

- Proof of Insurance that includes Peterborough Utilities Services Inc, Peterborough Distribution Inc., City of Peterborough, Peterborough Utilities Commission and Peterborough Utilities Inc. as additional insured.
- Have a limit of liability of not less than five million (\$5,000,000.00) general liability, two million (\$2,000,000.00) automobile, one million (\$1,000,000.00) professional liability (*for design or engineering services*), inclusive for any one (1) occurrence.

3.0 SCOPE SUMMARY

3.01 OVERVIEW

We are seeking a comprehensive design plan to assist in guiding future playground development and the associated pathway improvements as well as to ensure AODA compliance. A key goal is to improve overall accessibility to and pedestrian circulation in the playground.

While the specification of new playground equipment and safety surfacing is not included in the scope of work, the plan should make recommendations for the types of equipment and targeted age and ability ranges for each play area. The resulting design should incorporate/link the various playground areas in a cohesive and possibly themed manner.

3.02 BACKGROUND

The Riverview Park and Zoo features the city's largest playground area and has several distinct play areas. These areas are linked by an existing set of paved pathways and are frequently bordered by fences and/or short retaining walls. The present layout includes numerous barriers to accessibility due to these walls as well as the slope of some pathways. The new design will allow us to implement accessibility improvements as part of our ongoing improvement plan for the playground.

3.03 INTENT OF PROPOSAL

The intent of this document is to procure for Peterborough Utilities Services Inc. (PUSI), on behalf of the Peterborough Utilities Commission (PUC), the goods and services indicated, in accordance with the minimum specifications outlined herein.

4.0 INSTRUCTIONS TO PROPONENTS

4.01 DEFINITION OF TERMS

PUSI	Peterborough Utilities Services Inc.
PUC	Peterborough Utilities Commission
Consultant/Seller	The Company to whom the contract is awarded
Owner	Peterborough Utilities Services Inc.
Proponent.....	The Company responding to the Request for Proposal
RFP	Request for Proposal

4.02 CLOSING DATE AND TIME

Proposals on our form, in sealed envelopes and **clearly marked** “*Proposal Request #2017-11 – Accessibility Design/Plan for the Riverview Park & Zoo Playground Site*” will be received by Peterborough Utilities Services Inc., Attn: Jim Ayrheart, Purchasing and Materials Manager, 1867 Ashburnham Drive, PO Box 4125, Stn Main, Peterborough, Ontario K9L 1P8, until no later than **2:00:00 p.m., Local Time, Friday, April 7, 2017.**

PLEASE NOTE - Proposals received after the closing time **WILL NOT BE ACCEPTED.**

It is in the Proponent’s best interest that they deliver their Proposal to Peterborough Utilities Services Inc. well in advance of the closing time and date.

4.03 SITE MEETING

A site meeting for prospective Proponents will be held on Monday, March 27, 2017 at 2:30 p.m. at the Riverview Park and Zoo Guest Services Building located just inside the main gates at 1300 Water Street North, Peterborough, ON. Site meeting will be conducted by Jim Moloney, Curator and Manager, Riverview Park and Zoo.

NOTE: This meeting is NOT mandatory, but interested Proponents are encouraged to attend as minutes from the meeting shall not be provided.

4.04 PROPONENTS TO INVESTIGATE

Proponents must satisfy themselves by personal examination and investigation of the proposed work and by such other means, as to actual conditions and requirements of the work. Proponents are not to claim at any time after submission of their Proposals that there was any misunderstanding of the terms and conditions of the proposed work.

4.05 QUESTIONS / DISCREPANCIES / CLARIFICATIONS

Proponents with questions related to this proposal, finding errors in, or omissions from the drawings or documents, or having any doubt as to the meaning or intent of any part of the proposal, must submit ALL enquiries through **Trina O'Brien, Purchasing Assistant**, by email (tobrien@peterboroughutilities.ca) or by fax (705-748-4358), providing reference to the applicable Section(s) and Item number(s), **prior to 4:00:00 p.m., Local Time, Friday, March 31, 2017.**

This will 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. Questions received after this date and time will **not** be addressed.

During the proposal period, no officer, agent, or employee of Peterborough Utilities Services Inc. is authorized to alter orally any portions of these documents. Any alterations required will be issued to all Proponents as written addenda. Addenda shall be considered as an integral part of the contract documents. The Proponent shall list in its proposal all addenda that were considered when its proposal was prepared.

Proponents are advised that oral information provided to any Proponent will not be binding on the Owner.

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 proposal.

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

PUSI and the PUC shall not be held liable for any errors or omissions in any part of this proposal.

4.06 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 Proposal;
- b) Extension of the Proposal Closing;
- c) Retraction or cancellation of the Proposal; or
- d) Response or clarification to Proponent's questions.

All Proponents must register with Trina O'Brien at tobrien@peterboroughutilities.ca providing company and contact information, including mailing and email addresses,

phone and fax numbers, in order to be advised of addenda, if issued, or further information, and to be placed on the Distribution List.

All addenda issued via email or fax to registered Proponents will request that the recipient confirm receipt of the most recent addendum.

Addenda will be emailed or faxed to the latest contact information, as provided by the Proponent. It is the Proponent's responsibility to notify Trina O'Brien at Peterborough Utilities Services Inc. of any change to their contact information.

Although PUSI 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 taken into consideration prior to submitting a final Proposal.

4.07 ADJUSTMENTS TO PROPOSALS

Adjustment requests received by telephone, email, mail or fax shall not be considered.

4.07.01 Request To Adjust A Proposal Prior To Closing

A Proponent who has already submitted a Proposal may make a request to adjust their Proposal 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 stamp shall be considered the intended Proposal and any others shall be considered withdrawn and will be returned to the Proponent.

4.07.02 Request To Withdraw a Proposal Prior To Closing

A Proponent who has already submitted a Proposal may request that their Proposal be withdrawn prior to the closing time. The request must be provided in writing, on Company letterhead and include contact information for verification.

Authenticity of the request may be confirmed by PUSI. Proposals withdrawn under this procedure cannot be reinstated.

4.08 PROPOSED COMPETITIVE BIDDING SCHEDULE

The PUC will make every attempt to meet dates indicated below, however the PUC reserves the right at its sole discretion to alter or change any of the dates for any reason. PUSI will notify Proponents of changes in writing at the address indicated in the Proponent's completed submission.

RFP Issuance	Wednesday, March 15, 2017
Site Meeting	Monday, March 27, 2017
Clarification Deadline.....	Friday, March 31, 2017
RFP Closes	Friday, April 7, 2017
Award Decision	Friday, April 14, 2017

4.09 ALLOCATION OF RISK

PUSI shall not be responsible for any liabilities, costs, expenses, loss or damage incurred, sustained or suffered by any Proponent prior, or subsequent to, or by reason of the acceptance, or the non-acceptance, by the agency of any Proponent document, or by reason of any delay in its acceptance.

4.10 GENDER NEUTRAL

Wherever the singular or masculine is used in this document it shall be considered as if the plural or feminine also has been used where the context of the document so indicates.

4.11 INDEX / REFERENCE NUMBERS

All index numbers and reference numbers, either in the RFP Form, Specifications, or Table of Contents are given for the convenience of the Proponent and, as such, shall be taken only as a general guide to the items referred to.

The Proponent must not assume that such numbering is the only reference to each item, but the plans and specifications as a whole must be fully read in detail for each item.

The Proponent must prepare their response such that their response to each section references the corresponding section on the RFP.

4.12 FORMAT OF SUBMISSION

One (1) **hard copy** of the response to the Proposal Request shall be provided. The copy is to be bound with a cover that clearly identifies the responding firm, and contain a Table of Contents to facilitate cross-reference of the information contained in the Proposal to the requirements of the Proposal Request.

Please also include one (1) **electronic version** of the response in PDF format on a USB drive. Note that this electronic version may include in a separate file the Safety Policies, Safety Manual, Insurance Form, WSIB Documentation, etc. as requested in the Contractor Safety Qualification section above.

(NOTE: In the case of a discrepancy between any information contained in the hard copy submission and the electronic version, the hard copy will take precedence.)

4.12.01 Separate Packages

A completed and signed Form of Proposal, as shown in Section 7.0, is to be included in a separate, sealed envelope from that of the main submission.

Please ensure that the Contractor Safety Qualification form and associated documentation (*i.e. Safety Policy, Safety Manual, Insurance Form, WSIB Documentation, etc.*) are also submitted in a separate, bound package.

4.13 INTERVIEWS / PRESENTATIONS

Proponent interviews will be undertaken only at the invitation of the Evaluation Committee. All, some, or none of the Proponents submitting Proposals may be requested to attend interviews. The objective of the interviews is to provide selected Proponents with an opportunity to make a presentation of their Proposal and for the Evaluation Committee to seek any clarifications. Information obtained from the interviews and reference checks may be used to supplement, or amend, the previous evaluation scores. The PUC reserves the right to contact references not submitted with each Proponent's Proposal.

4.14 FORM OF PROPOSAL

Price(s) submitted on the enclosed Form of Proposal are to be in Canadian Funds, and shall include all applicable excise taxes, currency exchange, delivery charges, tariffs and duties and any other charges as may be applicable. Proposals offered will be considered by the PUC as being firm and irrevocable and not subject to any price escalation clause, and open for acceptance for sixty (60) days after the closing of this Proposal.

4.15 PRICING

Pricing as provided by the successful Proponent in Section 7.0 – Form of Proposal shall remain firm fixed for not less than one (1) year from Contract commencement date.

4.16 SALES TAX

All pricing is to be shown exclusive of the HST.

4.17 ABILITY AND EXPERIENCE OF PROPONENT

It is not the intent of the PUC to award this contract to any Proponent who does not furnish satisfactory evidence that he has the ability and experience in this class of work, and that he has sufficient capital and plant to enable him to prosecute and complete the same successfully and to complete it in the time stated in the Form of Proposal.

The PUC may make such investigation as it deems necessary to determine the ability of the Proponent to perform the work, and the Proponent shall furnish the PUC all such information and data it may request for this purpose. The PUC reserves the right to reject any bid, if the evidence submitted by, or investigation of such Proponent fails to satisfy the PUC that such Proponent is properly qualified to carry out the obligations of the contract and complete the work as contemplated therein.

In order to aid the PUC in determining the responsibility of each Proponent, the Proponent shall complete the following Statement Sheets which are bound, herein:

STATEMENT "A"

Consultant's Reference Schedule: Stating the Proponent's experience in similar work, which has been successfully completed.

STATEMENT "B"

Safety Standards Established by Law and By Industry: Stating all applicable safety standards that will be required and adhered to when performing the work as described in this Proposal.

STATEMENT "C"

Consultant's Committed Supervisory Staff: Stating all names and experience of the Supervisory Personnel to be employed on this contract. Note that the personnel indicated cannot be substituted at any time during the contract period without the prior consent of the Owner.

5.0 GENERAL TERMS AND CONDITIONS

5.01 RIGHT TO CLARIFY

The PUC reserves the right in its sole discretion to clarify any submission after the closing date by seeking and / or acquiring additional information from one (1) or all Proponents without obligation to clarify or obtain additional information from any or all other Proponents.

However, Proponents are advised that any clarifications sought or obtained will not be an opportunity to correct errors or alter their bids in any significant way.

5.02 NEGOTIATION

In the event that a favourable Proposal does not exactly meet with the PUC requirements, the PUC reserves the right to enter into negotiations post-award with the Proponent of Choice to arrive at a mutually satisfactory arrangement with respect to any modifications including, but not limited to; scope of work, total cost, delivery schedule or any other significant element of the Proposal.

The PUC may terminate negotiations if, in our sole opinion, we believe we cannot achieve a negotiated agreement that is in the best interest of The PUC. No Proponent shall have rights against the PUC arising from such negotiations or termination thereof.

5.03 AWARD

The PUC reserves the right to award to the Proponent who offers the best value to the PUC and the PUC is not bound to award to the lowest priced bid.

The PUC further reserves the right in its sole discretion to cancel the competition, in whole or in part, without any award, for any reason, at any time.

Thereafter, the PUC may, in its sole discretion, re-bid, sole source or do nothing further.

5.04 EVALUATION

The bid evaluation process provides a fair and transparent means by which the PUC will determine the most cost effective compliant bid submitted. The criteria and weighting schemes will vary based on the particular product or service being sought. An Evaluation Committee will analyze and assess bid submissions in accordance with weighted evaluation criteria as indicated below.

5.04.01 Evaluation Scoring

Total evaluation scoring will be based on a scale of 1 – 100 (*1 being the lowest score and 100 being the highest score*) which will be applied to each Proponents submission based on a consensus reached by the Committee. The weighting factor for each criterion will be applied to the individual scores and a per criteria final score will be determined. All final criteria scoring will be totaled and an overall Proponent score will be determined. The PUC reserves the option to break down scoring criteria into sub categories. This may result in a division of the total weighting applied to the scoring criteria.

Decision of the PUC is final. This decision is not subject to appeal or protest.

Upon the PUC formally accepting the successful Proponents' submission, a contract may be confirmed, in the form of a confirmation Purchase Order or by the PUC's endorsement of a negotiated document (*in accordance with our Terms & Conditions and Specifications*) from the recommended Proponents firm.

5.04.02 Bid Analysis

Bid analysis and assessment will be performed by the Evaluation Committee utilizing the following means but not limited to:

- Evidence / Data / Information provided by Proponent in bid submission
- Pricing Information/Data supplied by Proponent
- References / Past performance obtained both internally as well as externally
- Presentation analysis - Post closing
- Or by any other means as deemed necessary by the PUC

5.04.03 Evaluation Committee

The Evaluation Committee may consist of:

- Individual(s) from the End User department
- Individual(s) from the Purchasing department
- Other Stakeholders
- 3rd Party Consultants

Proposals will be evaluated, at the sole discretion of the PUC, on the following criteria:

Scoring Criteria	Detail	Weighting
Final Detailed Design	<ul style="list-style-type: none"> Provides complete design details (<i>drawings and specifications</i>) for final design per specifications. Includes recommended phasing of the work/project 	30%
Experience & Qualification	<ul style="list-style-type: none"> Cite experience with similar playground/park projects, etc Experience and qualifications relating to AODA compliant design/projects 	30%
Preliminary Investigation Design	<ul style="list-style-type: none"> Data collection plan/process Preliminary design package Consultation and review process 	25%
Final Design Cost Estimate	<ul style="list-style-type: none"> Detailed/Itemized cost estimates provided for each phase of the work 	15%

5.05 ACCEPTANCE / REJECTION OF PROPOSAL

The PUC may, at its sole discretion, accept or reject any or all responses to this Proposal request, and reserves the right to accept any Proposal which it deems to be advantageous, regardless of the price(s) contained in that Proposal.

Should the PUC receive only one (1) Proposal for goods / services that have a known multiple-source potential, the PUC reserves the right to recall or cancel the competitive bid process.

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

The lowest or any Proposal will not necessarily be accepted.

5.06 BID COMPLIANCE

Bids which fail to conform to the requirements of the Request for Proposal in form or content may be disqualified as non-compliant, in the PUC's sole discretion.

However, the PUC may, in its sole discretion, retain, for consideration and possible award, bids which do not conform to the requirements of the Request for Proposal in form or content where such bids appear to offer the best value to the PUC despite the non-conformance of the bid. Proponents are cautioned that retention of non-conforming bids for evaluation and possible award will be solely in the PUC's discretion.

The PUC may, at its sole discretion, waive formalities that are non fundamental to the competitive bidding process.

PROPONENTS ARE URGED TO ENSURE THEIR BID IS FULLY COMPLIANT WITH ALL REQUIREMENTS OF THE REQUEST FOR PROPOSAL.

5.07 DURATION OF CONTRACT

Upon award, start date to be approximately Monday, May 1, 2017 with a completion of the work to be no later than Friday, September 2, 2017.

5.08 CHANGES TO WORK WHEN CONTRACT UNDERWAY

The Consultant shall take note that he shall, when required by the Owner's Representative to make changes, furnish a complete breakdown of any costs he submits for consideration due to changes to the work when the contract is underway. All costs incurred due to additions or changes **must be prior approved in writing by the Owner's Representative.**

5.09 OWNER'S RIGHT TO TERMINATE CONTRACT

If the Consultant is in default in carrying out its obligations under the contract, the PUC may, without prejudice, upon written notice to the Consultant, terminate the PUC's obligations under the contract. If the contract is so terminated, the Consultant shall stop all work specified by the PUC. The PUC shall be obliged to pay only for work **SATISFACTORILY** completed through the date of termination. The decision of the PUC's Owner's Representative as to the amount of such sum shall be final.

5.10 INDEPENDENT CONTRACTOR (Nature of Relationship)

At all times when performing work under this contract, the Contractor shall perform as an INDEPENDENT CONTRACTOR and nothing shall be construed as constituting any relationship with the Owner, other than that of Owner and Independent Contractor. Notwithstanding, the contract documents shall not be construed to create any contractual relationship between the Owner and a subcontractor, other supplier, or any of their respective agents or employee, or any other person performing the work acknowledges that they are the Constructor, as defined by the province's Occupational Health & Safety Act.

5.11 INSURANCE

The Contractor shall procure and maintain Comprehensive General Liability Insurance in accordance with this section. The Contractor shall file a Certificate of Liability Insurance with the Owner's Representative clearly stating that the Comprehensive General Liability Insurance complies with all the requirements of

this contract. Insurance shall be obtained from a company satisfactory to the Peterborough Utilities Commission.

The successful Proponent's policies of insurance shall cover himself and his subcontractors and shall add the Peterborough Utilities Commission, Peterborough Utilities Services Inc. and The Corporation of the City of Peterborough as additional insured. All insurance shall remain in effect for periods indicated in the contract.

The Comprehensive General Liability Insurance shall:

- (1) have a limit of liability of not less than \$5,000,000 inclusive for any one occurrence.
- (2) be Comprehensive General Liability Insurance covering all operations and liability assumed under the contract with Peterborough Utilities Services Inc. (PUSI), the Peterborough Utilities Commission (PUC) and The Corporation of the City of Peterborough. The Comprehensive General Liability Insurance shall include premises and operations liability, Contractor's contingency liability with respect to the operations of subcontractors, completed operations liability and automobile liability (*owned, non-owned or hired units.*)
- (3) cover the use of explosives prior to such use when the work involves such use. The Contractor shall be solely responsible for all damage, loss or costs resulting directly or indirectly from such use. The Contractor shall indemnify and save harmless the Peterborough Utilities Commission, Peterborough Utilities Services Inc. and The Corporation of the City of Peterborough from and against all claims, demands, loss, damage and cost resulting directly or indirectly from such use.
- (4) include insurance against liability for bodily injury and property damage caused by vehicles owned by the Contractor and used on the work and, in addition, injury and property damage caused by vehicles not owned by the Contractor and used on the work. Each such insurance shall have a limit of liability of not less than \$2,000,000 inclusive for any one occurrence. A "vehicle" shall be as defined in the Highway Traffic Act.
- (5) be endorsed to provide that the policy or policies will not be altered, cancelled or allowed to lapse without thirty (30) days prior written notice to the Peterborough Utilities Commission.
- (6) It is understood and agreed that Peterborough Utilities Services Inc, including its officers and employees, while performing their duties on behalf of the Peterborough Utilities Commission, Peterborough Utilities Services Inc. and The Corporation of the City of Peterborough are additional insured under the above-mentioned policies.

5.11.01 Professional Liability Insurance

The Insurance Coverage shall be in the amount of \$1,000,000.00. When requested, the Consultant shall provide to the Client satisfaction proof of Professional Liability Insurance carried by the Consultant and in accordance with the Professional Engineers Act (1990) or the Architects Act (1990), as amended.

All premiums and expense incurred with this insurance shall be paid for by the Contractor/Consultant.

5.11.02 Proof of Insurance

The Seller shall provide, with their Proposal, a Certificate of Insurance(s) which provides proof of coverage as outlined in Sections 5.11 and 5.11.01. In the event that satisfactory proof of insurance cannot be provided, a letter from the Seller's insurance company confirming that the Seller will be able to obtain the required insurance prior to the commencement of the Work will suffice. For purposes of the competitive bid, PUG companies do not yet need to be added as additional insured under the policy.

5.11.03 Certificate(s) of Insurance

Within ten (10) working days of notification of award of this competitive bid, and prior to the start of any Work, or, on the placement, renewal, amendment, or extension of all or any part of the insurance, or, annually for the duration of the Contract, the successful Seller shall file with the Peterborough Utilities Commission, Peterborough Utilities Services Inc. and The Corporation of the City of Peterborough, a Certificate of Insurance meeting the requirements of Sections 5.11 and 5.11.01 with the appropriate PUG companies listed as additional insured. A certified true copy(s) of the policy(s) certified by an authorized representative of the insurer, together with copies of any amending endorsements may be requested.

5.12 CONTRACTOR'S LIABILITY - INDEMNIFICATION

Seller agrees to defend and indemnify Peterborough Utilities Services Inc. (PUSI), Peterborough Distribution Inc. (PDI), the Peterborough Utilities Commission (PUC), Peterborough Utilities Inc. (PUI) and The Corporation of the City of Peterborough hereinafter call the Owner for bodily injury or physical property damage ("Loss") sustained by Owner and by third parties claiming against Owner arising in connection with the goods provided by Seller hereunder or the Work performed by Seller hereunder, but only to the extent such Loss has been caused by the negligence, willful misconduct or other legal fault ("Fault") of Seller. Owner shall be entitled to control the defense and resolution of such claim, provided that the Owner shall be entitled to be represented in the matter by counsel of its choosing at Owners sole expense. Where such Loss results from the Fault of both Seller and Owner or a third party, then Seller's defense and indemnity obligation shall be limited to the proportion of the Loss that Seller's Fault bears to total Fault.

5.13 WORKPLACE SAFETY & INSURANCE BOARD

A current copy of the Proponent's WSIB Injury Summary Report will be included with proposal submission.

The Consultant shall, at all times, pay or cause to be paid, any assessment or compensation required to be paid pursuant to the Workplace Safety and Insurance Act. The Consultant shall, at the time of entering into a contract with the Peterborough Utilities Commission, provide the Owner's Representative satisfactory proof that all assessments or compensation payable to the Workplace Safety & Insurance Board have been paid and the Peterborough Utilities Commission may, at any time during the performance or upon the completion of such contract require a further declaration that such assessments or compensations have been paid.

A Certificate of Clearance shall be submitted with your invoice(s) after completion and acceptance of the job. If the Consultant will be unable to produce a Certificate of Clearance as required because it claims it is an **INDEPENDENT OPERATOR**, with no insurable workers and is otherwise unable to obtain a clearance, it shall submit to the Owner written confirmation from the **Workplace Safety & Insurance Board** of its status as an **INDEPENDENT OPERATOR** for the contract, within five (5) business days of receipt by the Consultant of the award letter or purchase order. Failure to do so will be considered breach of contract.

5.14 WORKPLACE SAFETY & INSURANCE BOARD COVERAGE

The Consultant clearly understands and agrees that they are **not**, nor is anyone hired by the Consultant, covered by the PUC under the Workplace Safety & Insurance Board Act, The Unemployment Act, or any other Act, whether Provincial or Federal, in respect of the Proponent, their employees and operations, and shall upon request furnish the PUC with such satisfactory evidence that he has complied with the provisions of any such acts.

If the Consultant fails to do so, the PUC shall have the right to withhold payment of such sum or sums of money due to him that would be sufficient to cover his default and the PUC shall have the right to pay same. Information on coverage under the Workplace Safety & Insurance Board Act can be obtained directly from the Workplace Safety & Insurance Board.

The PUC is not to be deemed the employer of the supplier or their personnel under any circumstances whatsoever.

5.15 SAFETY

The Consultant must comply with **ALL** Safety Standards established by law and with Safety Standards established by Industry Associations where applicable. Breach of this condition will be a fundamental breach of contract. **Please specify**

and **include** with your Proposal all applicable safety standards related to this type of work.

5.16 WARRANTY OF WORK

Consultant warrants that in performing the Services:

- a) Consultant will strictly comply with the descriptions and representations as to the Services (including performance, capabilities, accuracy, completeness, scheduling characteristics, specifications, configurations, standards, functions, and requirements) which appear herein and Consultant and any employees of Consultant will perform the Services on time;
- b) Consultant's services/products, if any, will conform to generally applicable standards in the industry;
- c) the Services will not be in violation of any applicable municipal, provincial or federal law, rule or regulation, and Consultant will obtain all permits required to comply with such laws and regulations;
- d) the Services will not violate or in any way infringe upon the rights of third parties, including proprietary information and non-disclosure rights, or any trademark, copyright or patent rights;
- e) Consultant is the lawful owner or licensee of all proprietary material or intellectual property used in the performance of the Services contemplated herein, such programs have been lawfully developed or acquired by the Consultant, and the Consultant has the right to permit the PUC access to or use of such intellectual property or proprietary material;
- f) with respect to any Consultant personnel designated as "Key Personnel" in "Statement C" the assignment of Consultant personnel to perform the Services will be continuous throughout the term of the Agreement. In the case of termination of Key Personnel the Consultant and the PUC will agree on a suitable replacement for the balance of the work defined in Scope/Specification;
- g) Consultant shall provide to the PUC all manufacturers' warranties for material furnished to the PUC by the Consultant.

5.17 DEVIATIONS

No deviations from the specifications shall be made by the Consultant in the execution of the work without the **written approval** of the Purchasing and Materials Manager.

5.18 COLLUSION

The Proponent declares that this response is not made in conspiracy with any other Proponent bidding for the same products / services and is without collusion or fraud.

5.19 VERBAL ARRANGEMENTS

In all cases of misunderstandings and disputes, verbal arrangements will not be considered, but the Consultant must produce written authority in support of his contentions, and shall advance no claim in the absence of such written authority or use, or attempt to use, any conversation with any parties against PUSI or the PUC, or in prosecuting any claim against PUSI or the PUC.

5.20 PAYMENT / APPROVAL OF WORK

In accordance with Section 6.05 - Payment Schedule, the Consultant shall invoice the PUC for performance of the Services, with documentation satisfactory to the PUC.

If the PUC approves of the Services which are the subject of the invoice, the PUC shall pay the Consultant the amount of the approved invoice or part thereof thirty (30) days following the date of the PUC's approval.

If the PUC does not approve of the Services, or part of them, which are the subject of the invoice, the PUC shall advise the Consultant in writing of the reasons for non-approval and the Consultant shall remedy the problem at no additional cost to the PUC before the PUC shall be obliged to pay the invoice, or any part of it, as the case may be.

The PUC shall pay only such expenses as are described in the Summary of Costs and which are accompanied by sufficient and substantiated documentation acceptable to the PUC.

5.21 MINOR CHANGES

The PUC reserves the right to negotiate minor changes or variations to this Proposal with the successful Proponent without recalling the Proposal.

5.22 ALTERNATE SUGGESTIONS

In addition to your submitted proposal, please submit alternate proposals that may add value, reduce cost, or increase safety on the job.

5.23 LAWS AND REGULATIONS

The Owner shall comply with relevant federal, provincial and municipal statutes, regulations and by-laws pertaining to the Work and its performance. The Owner shall be responsible for ensuring similar compliance by its suppliers and subcontractors.

The Contract shall be governed by and interpreted in accordance with the laws of the Province of Ontario.

If any provision of the Contract or agreement is declared by a court to be illegal or in conflict with any law, the validity of the remaining terms and provisions will not be affected; and the right and obligations of the parties will be construed and enforced as if the contract did not contain the particular provision held to be invalid.

5.24 MUNICIPAL FREEDOM OF INFORMATION AND PROTECTION OF PRIVACY ACT (MFIPPA)

All proposal submissions, documentation and information provided to PUSI and the PUC by Proponents in connection with, or arising from the Proposal Submission and/or subsequent Contract shall become the property of PUSI and the PUC, and as such are subject to requests under the *Municipal Freedom of Information and Protection of Privacy Act*. Accordingly, Proponents are requested to identify any information in their Proposal submission that, if disclosed, could cause them injury. PUSI and the PUC will make every effort to maintain the confidentiality of such information, but Proponents must be aware that the information may become public through a request for information under the Act. PUSI and the PUC shall not be liable if any such confidential information becomes public or is disclosed. Proponents may not identify their entire Proposal submissions as "Confidential". Such a notation may be considered as grounds for disqualification.

5.25 DRAWINGS

Where supplemental drawings are provided, they shall be considered to form part of the specifications to the Contract.

Although all reasonable efforts will be made to ensure the drawings are accurate, the PUC does not guarantee that drawings contain all necessary information required, or that the drawings are 100% accurate.

5.26 NON-RESIDENT CONTRACTOR

Parties bidding on this Contract must be bona-fide residents of Canada who are Canadian citizens or landed immigrants.

If the Contractor is non-resident in Ontario, they shall immediately after being notified by the PUC that the Agreement has been executed by the PUC, obtain from the Canada Revenue Agency a certificate showing that the Contractor has registered with the Canada Revenue Agency and shall submit such certificate to the PUC, if applicable, at the same time that they furnish the Performance Bond.

The PUC may withhold the issuance of the instruction to commence work to a non-resident contractor if the required certificate has not been furnished.

If the Contractor is non-resident in Ontario, they shall not commence work or order any materials or equipment for the Contract until they have furnished to the PUC the required certificate.

The Contractor shall ensure that all subcontractors whom they propose to use for carrying out any of the work required by the contract, and who are non-resident in Ontario, have registered with and have complied with the requirements of the Canada Revenue Agency, before they commence any such work.

6.0 SPECIFICATIONS

6.01 SCOPE OF WORK

Provide a comprehensive design plan to assist in guiding future playground and associating pathway improvements to be AODA compliant. New playground equipment and safety surfacing is not included in the scope of work and the main focus is to provide a plan that may be developed in stages to improve accessibility and pedestrian circulation in compliance with AODA objectives as well as cohesiveness and balance between the various play areas.

The Plan should include a topographical survey of the site, with accurate existing base and grading information, options for incorporating the existing playground areas and existing pathway system, drawings illustrating the proposed changes/improvements and detailed cost estimates.

6.02 PRELIMINARY INVESTIGATION AND DESIGN

6.02.01 Data Collection

- a) Topographical survey
- b) Preparation of a base plan
- c) Development of preliminary solution/proposal designs; and
- d) Refining preliminary designs to address feedback from Park and Zoo Staff.

The Proponent is to include a minimum of two (2) on-site meetings with Park and Zoo staff for this phase of the work.

6.03 DETAILED DESIGN DEVELOPMENT PHASE

- a) Preparation of detailed design drawings to include existing features/demolition plans, layout and grading plans, sections and elevations, construction details, etc.
- b) The Proponent should also provide a recommended plan for the phasing of the work/development.
- c) Proponent will furnish design drawings in digital format (*CAD and PDF*) as well as three (3) sets of hard copy prints.
- d) Proponent will furnish the topographical survey in digital format (*CAD and PDF*) as well as three (3) sets of hard copy prints.
- e) The Proponent is to include a minimum of two (2) onsite meetings with Park and Zoo staff for this phase of the work.

6.04 FINAL DESIGN CONSTRUCTION COST ESTIMATE

- a) Detailed itemized cost breakdown with estimates for labour, materials, equipment, permitting, etc. as required.
- b) The estimates will be detailed as well with the proposed phasing of the work.

6.05 PAYMENT SCHEDULE

Full payment will be made for each phase of the project as they are completed and accepted as follows:

PAYMENT PERCENTAGE	CONDITION MET
100%	Upon Completion and Acceptance by the PUC of Section 6.02 – Preliminary Investigation and Design
100%	Upon Completion and Acceptance by the PUC of Section 6.03 – Detailed Design Development
100%	Upon Completion and Acceptance by the PUC of Section 6.04 – Final Design Construction Cost Estimate

7.0 FORM OF PROPOSAL

I/We _____

(Company)

the undersigned having carefully examined the terms, conditions, specifications and Form of Proposal hereby propose and offer to enter into a contract to furnish, deliver and place the labour and materials on the terms and conditions of the aforementioned documents and to accept in full payment therefore the sums calculated in accordance with the actual proposed prices.

DESCRIPTION	PROPOSED PRICE <i>(excluding HST)</i>
Preliminary Investigation and Design Development	\$
Detailed Design Development	\$
Final Design Construction Cost Estimate	\$
TOTAL PROPOSED PRICE	\$

*Company Name*_____
*Mailing Address*_____
*Typed/ Printed Name and Title*_____
*Signature of Authorized Official*_____
*Date*_____
*WSIB Account No.*_____
*Phone No.*_____
*Fax No.*_____
*Email Address*_____
Website Address

8.0 PROJECT DELIVERY PROPOSAL

Proponents shall submit their approach and methodology to managing the project. Proponents shall also submit details of opportunities where they may provide value-added services, including project cost improvement benefits, as part of its delivery of services.

9.0 STATEMENTS

STATEMENT “A” - CONSULTANTS REFERENCE SCHEDULE

It is the PUC’s intention to deal with only competent **QUALIFIED** Consultants skilled in the type of work concerned.

The Consultant shall list below the names of Companies where work of a similar nature and quantity has been performed by his company within the last two (2) years. A minimum of three (3) references are required.

The PUC’s Owners Representative reserves the contact any listed reference to verify the level of performance of work identified below. The PUC’s Owners Representative may disqualify at no cost to the PUC any proposal if in his opinion the Consultant is not qualified in carrying out the requirements of this proposal.

YEAR	DESCRIPTION OF WORK	OWNER	CONTRACT VALUE	OWNER’S PROJECT SUPERVISOR

STATEMENT “B” - SAFETY STANDARDS ESTABLISHED BY LAW & BY INDUSTRY

Please list all applicable Safety Standards that will be required and adhered to when performing work as described in this proposal.

1.

2.

3.

Have there been any charges laid under the Ontario Health and Safety Act in the past three (3) years?

Please specify: YES NO

STATEMENT “C” - CONSULTANTS PROPOSED SUPERVISORY STAFF

The Consultant shall list below the names and experience of the supervisory personnel to be employed on this contract.

NAME	CLASSIFICATION	QUALIFICATIONS & EXPERIENCE

10.0 ATTACHMENTS

- Attachment – Playground Area Overview