

# **REQUEST FOR PROPOSAL – PS -2022-19**

ENGINEERING SERVICES for LAKE NIPIGON WATERFRONT REHABILITATION at POPLAR LODGE PARK

# **Request for Proposal – PS-2022-19** Engineering Services for Lake Nipigon Waterfront Rehabilitation at Poplar Lodge Park

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# Section 1 RFP Information

#### **1.1** Submission of Proposals

The Corporation of the Municipality of Greenstone shall hereinafter be referred to as "the Municipality" or "the Owner".

Submissions for RFP-PS-2022-19 Engineering Services for Lake Nipigon Waterfront Rehabilitation at Poplar Lodge Park will be received in a sealed envelope, clearly marked as to its contents using the cover page provided by the Municipality of Greenstone at the end of this document.

Proposals will be received at the Administration office of:

The Municipality of Greenstone ATTN: Kristina Miousse, Clerk 1800 Main Street, PO Box 70 Geraldton, Ontario POT 1M0

Not later than 4:00 p.m. local time, Tuesday, November 1, 2022

- a) Proposals received later than the time specified will not be accepted regardless of the postal cancel date.
- b) Proposals will be opened in public after 4:00 PM the same day.
- c) No prices are to be read out, with prices being included in a separate envelope bearing the name "Cost Estimate", however, only once the award is made and approved by Council, the report recommending such award shall be a matter of public record, unless otherwise determined by Council.

#### **1.2** Schedule of Events

The schedule provided is for guidance only and the Municipality reserves the right to modify or eliminate any aspect of the schedule.

| Event                        | Date, Time, Location       |
|------------------------------|----------------------------|
| Request for Proposals Issued | Friday, September 16, 2022 |
| Question Deadline            | Wednesday, October 5, 2022 |
| Request for Proposal Closes  | Tuesday, November 1, 2022  |

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|                   | No Later than 4:00pm EST  |
|-------------------|---------------------------|
| Award of Contract | Monday, November 14, 2022 |

#### **1.3** Proposal Documents, Drawings & Addenda

The bidder shall verify that these Proposal documents are complete and assume responsibility to view/download/print the Proposal Requirements, addenda and any related information not sent with this document. You are required to go to the Municipality's website where under the description of this RFP you will find links to the RFP Requirements, addenda and any related information not sent with this document.

The Municipality will issue any changes/additions/deletions to the RFP or terms and conditions. Any and all addenda issued by the Municipality shall form an integral part of the document. The cost of complying with the addenda requirement (if any) shall be included in the price submitted by bidders.

Any questions or clarifications shall be submitted to the Director of Public Services/at email: <a href="mailto:brian.aaltonen@greenstone.ca">brian.aaltonen@greenstone.ca</a> no later than the question deadline specified in 1.2 Schedule of Events. The Municipality will assume no responsibility for oral instruction or suggestion.

Any and all addenda issued prior to the closing date will be posted on the Municipality's Bid Opportunities webpage for downloading by bidders. It is the bidder's sole responsibility to download and review all Addenda, and acknowledge that Addenda were downloaded from the Municipality's Bid Opportunities webpage, and, that the pricing quoted includes the provision set out in such Addenda.

Addenda will not be sent to bidders via facsimile or e-mail.

Each Proponent must satisfy himself, by his own study of the RFP Documents and related information, as to the practicality of completing the Work successfully as described. There will be no consideration of any claim after submission of RFP's that there is a misunderstanding with respect to the conditions imposed in the Agreement.

#### **1.4** Retrieval of Official Documentation

Only documents provided to Bidders via the Municipality's Bid Opportunities webpage are to be considered the "official" documents. The Municipality accepts no responsibility for the accuracy of information found on other websites. The onus is on the bidder to check via the Municipality's Bid Opportunities webpage to verify they have received all relevant information. The Municipality reserves the right to

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not accept a bid submission if determined that the documents have been altered from the Municipality's own official documents.

#### **1.5** Withdrawal of Submission

A Proponent may request that their Proposal be withdrawn. Withdrawal shall only be allowed if the Proponent makes the request in writing through a letter signed by a company officer and is delivered in hard copy or electronically to the Clerk before the proposal closing time.

Proposals confirmed as withdrawn shall be returned unopened to the Proponent.

The withdrawal of a Proposal does not disqualify a Proponent from submitting another Proposal prior to the closing time.

#### **1.6 Submission Instructions**

Proponents shall submit all Proposals to the Municipal Administration Office prior to the Closing Date and Time. At least three (3) plastic bound hard copies of the Proposal and one (1) digital copy on USB Storage Drive is to be submitted.

#### Envelope #1 - Form of Proposal and Detailed Work Plan

Vendors/Consultants are to submit their proposal packages to satisfy the Municipality's needs. The Form of Proposal and Detailed Work plan shall be combined into one file. The Form of Proposal & Detailed Work Plan submission shall contain the following information:

- Proposed approach to the project, consistent with the background information provided in Section 2- Information Package;
- The proposed project manager, key project staff, and sub-consultants for all phases of the project;
- A Detailed Work Plan fully describing the main tasks to be undertaken and all subtasks required to execute all aspects of work consistent with the Information Package attached and other subsequent written direction provided by the Municipality;
- A detailed graphical project schedule outlining the time requirements and date of completion of the project's main tasks, subtasks and activities as defined by the detailed work plan in order to complete works by the specified completion date including:
  - Start and finish dates of main tasks
  - Milestone dates for deliverables to the Municipality

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- Submission dates to review / approval agencies
- Critical path items
- Provision of five to ten business days for Project Team review of deliverables depending on level of review necessary;
- Time task breakdowns and summations of estimated person-hours vertically and horizontally for each identified task and named member of the Consultant's project team and support staff as required to complete all tasks of the project; and
- The Consultant's quality assurance plan

The Detailed Work Plan **shall not include any fee related dollar values**. Detailed Work Plans including any fee related dollar values will be disqualified. Detailed Work Plans **shall not exceed 20 pages** in length. Tables and diagrams may be appended to the Detailed Work Plan. Company brochures and curricula vitae may also be appended.

### Envelope #2 – Upset Cost Estimate

The Upset Cost Estimate shall be broken down according to the tasks of the work plan, and shall include staff hourly rates, all fees, and disbursements required for completing the work plan assignments. Prices shall not include contingencies or HST as applicable.

Disbursements, such as telephone, facsimile, printing, courier, travel, meals, etc. is considered to be included in the Upset Cost Estimate. Computer and office charges are considered part of overhead and **shall not** be invoiced as disbursements other than in exceptional circumstances.

The Municipality will pay directly for all advertisements, meeting room rental and refreshments for public information centres and any fees charged by approval authorities (when applicable).

Proponents shall identify and include any costs believed not to be covered in this RFP information package, but considered necessary for completion of the assignment and shall specifically identify them in the Proposal.

#### 1.7 Proposal Selection Criteria

The following selection criteria outline the area of importance that will be considered in the project award. Proposal submissions should satisfy all criteria points wherever possible. Consultants will be evaluated based on the following weighted evaluation factors:

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#### Form of Proposal and Detailed Work Plan

| Detailed Work Plan Evaluation                                | Point Allocation |
|--|------------------|
| Firm's Qualifications and Experience on Similar Assignments. | 15               |
| Project Team's Experience                                    | 20               |
| Project Understanding and Approach                           | 20               |
| Work Plan, Methodology and Quality Assurance Plan            | 20               |
| Project Schedule   | 10               |
| TOTAL:   | 85               |

#### Upset Cost Calculations

In order to qualify for the Upset Cost Limit Evaluation, only the proponents achieving 59.5 points (70%) or greater on the evaluation of the Detailed Work Plan will be eligible for the Upset Cost Limit evaluation. The Envelopes containing the Upset Cost Limit for the firms that did not achieve greater than 59.5 points (70%) will not be opened or included in the Upset Cost Evaluation.

| Upset Cost Limit Evaluation | Point Allocation |
|-----------------------------|------------------|
| Proposed Fee                | 15               |

Points awarded for the "Proposed Fee" portion of the evaluation shall be in accordance with the following:

The lowest fee proposed shall be awarded the full amount of points available for the fee portion of the evaluation (15). All higher fees proposed shall be awarded points by the following:

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<u>Lowest Bid</u> x (maximum points for proposed Fee) = xx points

Proposed Bid

For example: if the low fee is \$100,000, 2<sup>nd</sup> low fee is \$125,000 and 3rd low fee is \$200,000 their respective scoring would be as follows:

- a. The proponent with the low fee of \$100,000 would be awarded 15 Points.
- b. The proponent with the 2nd low fee of \$120,000 would be awarded points as follows:

 $\frac{100,000}{125,000} \times 15 = 12$  points

c. The proponent with the 3rd low fee of \$200,000 would be awarded points as follows:

 $\frac{100,000}{100} \times 15 = 7.5$  points \$200,000

This formula would be applied to the balance of proposals received.

#### **1.8** Consultants to Investigate

Engineering firms submitting a Proposal shall understand and acknowledge that while this Request for Proposal outlines the scope of work and specific requirements, the Engineers shall satisfy themselves by such means as they prefer, as to the extent of work required to complete the assignment.

#### **1.9 Engineering Agreement**

Prior to commencing work on the project, the successful Engineer will enter into an Agreement for Professional Engineering Services with the Municipality based on the Municipality's Request for Proposal Information Package and the Engineer's submitted Proposal. A copy of the Engineering Agreement may be sent directly to the vendor by sending an email request to <u>katherine.alton@greenstone.ca</u>

# 1.10 Municipality Purchasing Policy

The Municipality's Purchasing of Goods, Services and Construction Policy form an integral part of this proposal document. The Policy and Procedures apply to this proposal process. A copy of the Municipality's Purchasing Policy can be found on the Municipal Website <u>www.greenstone.ca</u>.

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# 1.11 Debriefing

Proponents may request a debriefing after receipt of notification of the outcome of the procurement process. All requests must be made in writing to the purchasing contact outlined in the notification document and must be made within thirty (30) days of such notification. The intent of the debriefing is to aid the proponent in developing future proposals in subsequent procurement opportunities. Any debriefing provided is not for the purpose of providing an opportunity to challenge the procurement process or its outcome.

### 1.12 Insurance

- a. The Consultant shall ensure that all insurance coverage including all provisions relating to insurance coverage set out in this section are in place prior to the commencement of services pursuant to this Agreement.
- b. During the Term of this Agreement, and any renewal or extension thereof, the Consultant will, at its expense (including the cost of deductibles) maintain in effect, with an insurer licensed in Ontario:
  - (i) a contract of **general liability** insurance for its operations,

with limits of not less than Five Million (\$5,000,000) Dollars, exclusive of interest or costs per occurrence, including coverages for defense and claimants' costs, and coverages for:

- personal injury including death;
- property damage or loss (direct or indirect and including loss of use thereof);
- broad form property damage;
- contractual liability;
- non-owned automobile liability;
- products completed operations;
- contingent employers liability;
- cross liability;
- severability of interest; and
- blanket contractual liability.

The policy of insurance shall name the Municipality of Greenstone as an additional insured with respect to its interest in the operations of the Consultant; shall provide that the policy shall be non-contributing with, and apply only as primary and not as excess to any other insurance available to the Municipality; and shall

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also provide that neither the Consultant nor the insurer shall cancel, materially change or allow the policy to lapse without first giving the Municipality thirty days prior written notice.

> (ii) a policy of **motor vehicle liability** insurance of standard wording, covering motor vehicles owned, leased or operated by or on behalf of the Consultant, in connection with the Services provided or to be provided under this Agreement, with coverage of not less than Two Million (\$2,000,000) Dollars exclusive of interest or costs per occurrence and equipment leased, borrowed, rented or operated with coverage of not less than Two Million (\$2,000,000.) exclusive of interest or costs per occurrence.

Every policy of insurance shall contain either no deductible amount or a deductible amount which is reasonable considering the financial circumstances of the Consultant. The Consultant shall be responsible to pay all deductible amounts.

- c. No policy shall contain any provision which would contravene the obligations of the Consultant hereunder or otherwise be to the detriment of the Municipality.
- d. The Consultant shall provide or cause to be provided to the Municipality, within seven (7) days of award of Contract, a certificate from its insurer which shows that the policy or policies placed and maintained by it complies with the requirements of this agreement. No review or approval of any such insurance certificate by the Municipality shall derogate from or diminish the Municipality's rights or the Consultant's obligation contained in this Agreement.
- e. If at any time the Municipality is of the opinion that the insurance taken out by the Consultant is inadequate in any respect, it shall forthwith advise the Consultant of the reasons therefore and the Consultant shall forthwith take out additional insurance, if available, satisfactory to the Municipality.
- f. The taking out of insurance shall not relieve the Consultant of any of its obligations under this agreement or limit its liability hereunder.
- g. All policies of insurance shall be:
  - written with an insurer licensed to do business in Ontario;
  - in form and content acceptable to the Municipality acting reasonably;
  - be non-contributing with, and will apply only as primary and not excess to any other insurance available to the Municipality; and
  - contain an undertaking by the insurers to notify the Municipality in writing not less than thirty (30) days before any material change, cancellation, lapse or termination of the policies.

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• Failure to provide the aforementioned insurance will result in the withholding of payments or at the sole option of the Municipality, forfeiture of the Contract.

#### **1.13** Health and Safety and WSIB

The successful Proponent is required to conform to the *Occupational Health and Safety Act* related to the performance of the contract. In addition, the successful Proponent will be required to supply to the Municipality a valid Clearance Certificate issued by the WSIB, or if applicable, a letter from WSIB verifying Independent Operator's Status. A new clearance certificate is required every sixty (60) days.

The successful Proponent is required to complete the Municipality's Contractor's Acknowledgement Form prior to commencement of work.

#### 1.14 Irrevocable

Proposals are irrevocable for <u>90</u> calendar days from date of Proposal closing. All proposals shall be and remain irrevocable unless withdrawn prior to the designated closing time.

#### 1.15 Right to Reject or Not Open

The Municipality reserves the right to reject any or all proposals, and the lowest or highest as the case may be will not necessarily be accepted. <u>The right is reserved</u> to accept the whole or any part of the proposal.

Should the Municipality receive only one (1) qualified and duly executed bid submission on commodities/services that have known multiple source potential, the right is reserved to recall the competition.

The Municipality reserves the right not to **open** a bid call should the Municipality of Greenstone deem, in its opinion, to have received an inadequate number of bid responses to the bid call and further the right is reserved to cancel and recall the competition. Unopened bids will be returned to all vendors who responded.

The Municipality reserves the right not to accept a proposal from any person or corporation which includes all related corporations who, or which, has a claim or instituted a legal proceeding against the Municipality or against whom the Municipality has a claim or instituted a legal proceeding with respect to any previous contracts, bid submissions or business transactions who is listed as either the proposed general contractor or sub-contractor or vendor within the submitted proposal.

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#### **1.16** No Claim for Compensation

Except as expressly and specifically permitted in these Instructions to Proponents, no Consultant shall have any claim for any compensation of any kind whatsoever, as a result of participating in this RFP, and by submitting a proposal each proponent shall be deemed to have agreed that it has no claim. The Municipality assumes no responsibility or liability for costs incurred by the Consultants prior to the entering into of a written contract.

# **1.17** Subject to Budget Provision

Should qualified bid submissions exceed the Municipality budget provision for this project the Municipality reserves the right to reject or recall the proposal.

# 1.18 Conflict of Interest

The Municipality reserves the right to disqualify a Proposal where the Municipality believes a conflict of interest or potential conflict of interest exists in regard to the Consultant and the intended project.

The successful Consultant shall work solely and exclusively in the interests of the Municipality at all times to ensure that the project is successfully completed. The Consultant must identify current claims, potential claims, or disputes against the Municipality, if any, that the firm is involved with.

The Consultant must identify current Developer and development interest that the firm has in the service area, if any. This information and any conditions attached to the Proposal will be considered in the Municipality's evaluation.

No person, firm or corporation other than the proponent has any interest in this Proposal or in the proposed contract for which this Proposal is made and to which it relates.

This Proposal is made by the proponent without any connection, knowledge, comparison of figures or arrangement with any other person or persons making a Proposal for the same work, and is in all respects fair and without collusion or fraud.

No member of the Council and no officer or employee of the Municipality is, will be, or has become interested, directly or indirectly as a contracting party, partner, stockholder, surety or otherwise howsoever in or in the performance of the said contract, or in the supplies, work or business in connection with the said contract or in any portion of the profits thereof, or any supplies to be used herein, or in any of the monies to be derived there from.

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### 1.19 Failure or Unsatisfactory Performance

The Municipality reserves the right to remove from eligibility to submit bids for an indeterminate period, the name of any Proponent for failure to accept a contract with the Municipality, or the name of any Proponent for unsatisfactory performance of a contract with the Municipality.

# **1.20** Municipal Freedom of Information & Protection of Privacy Act

The Municipal Freedom of Information and Protection of Privacy Act, as it relates to municipalities and local boards, came into force on January 1, 1991. It sets out certain rules regarding the disclosure to third parties of information held by municipalities and local boards.

If the Proponent wishes to protect from disclosure any or all of the documents that are submitted to the Municipality as part of this proposal, a letter shall be submitted as an attachment to the Form of Proposal to the attention of the Clerk, stating any or all of the documents that the Proponent wishes to protect, referencing the above-mentioned legislation, and signed by a responsible officer. This letter will not guarantee that there will never be disclosure, but it does provide the groundwork for handling an application for disclosure by a third party under this legislation.

# 1.21 Municipality Not Employer

The Proponent agrees that the Corporation of the Municipality of Greenstone is not to be understood as the employer to any successful Proponent nor to such Proponent's personnel or staff for any work, services, or supply of any products or materials that may be awarded as a result of this Proposal document. It is understood that the successful proponent will act as an independent contractor. Also, in accordance the Occupational Health and Safety Act, the successful Proponent herewith agrees to be the "constructor" as defined under this act.

# 1.22 Accessibility for Ontarians with Disabilities Act (AODA)

The Municipality of Greenstone supports the goals of the Accessibility for Ontarians with Disabilities Act, 2005 (AODA) and establishes policies and practices which are consistent with the accessibility standards and the four core principles of dignity, independence, integration and equal opportunity. Under section 7 of O. Reg. 191/11, Integrated Accessibility Standards established by the AODA, the Municipality of Greenstone must ensure that employees, volunteers and all other personnel, including third party contractors, who deal with staff or members of the public or other third parties on behalf of the Municipality receive training on accessible customer service.

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All personnel must complete training that meets the requirements of the Integrated Accessibility Standards regulation and receive any applicable training as required on the AODA and its regulations

Access an e-learning course:

The training requirements can be fulfilled by completing the e-Learning course "Customer Service Standard Module", which can be found on the following website: http://accessforward.ca/

Requirements of the Integrated Accessibility Standards (Ontario Regulation 191/11): <u>https://www.ontario.ca/laws/regulation/110191</u>

Accessible formats or communication supports are available upon request. Email <u>haley.garvie@greenstone.ca</u> or call 807-854-1100.

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# **Section 2** Information Package

#### 2.1 Introduction

The Municipality of Greenstone is seeking Proposals from qualified Consultants to rehabilitate the waterfront and pier at Poplar Lodge Park on the shore of Lake Nipigon, accessible via Highway 580, which intersects Hwy 11 near Beardmore, Ontario.

This project involves the technical design and execution of a plan reflective of a preferred design concept that has been prepared for the Municipality by a landscape architectural firm.

Services required include an engineered design, specifications, preparation of contract documents and tendering, contract administration, and project management.

### 2.2 Background

Poplar Lodge Park is operated by the Municipality as a seasonal campground under the land tenure of the Crown. The lands are subject to the ecological land use and resource management strategy for the Lake Nipigon Basin Signature Site. The Municipality also operates High Hill Harbour Marina, accessible via Highway 580 and down shore of Poplar Lodge Park. The Municipality offers these services to promote recreational opportunities and enhance tourism in the western region of Greenstone.

The park waterfront infrastructure includes a small boat launch and pier. It was identified in 2017 that the wooden dock along the existing pier had reached the end of its useful life and extensive rehabilitation would be required. A conceptual redevelopment study was undertaken in 2018 by consulting firm Scatliff Miller and Murray. From the options presented, a preferred conceptual design was selected.

In 2022, the Municipality was successful in obtaining funding in support of this rehabilitation project.

# 2.3 **Project Objectives**

In order to ensure that the Municipality is 1) addressing safety hazards, 2) extending the useful life of its facility assets, and 3) achieving its objectives towards beautifying the developed waterfront area as permitted, and 4) developing a project within budget, the successful Proponent will work with the

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Municipality to approve a rehabilitation plan that the engineering consultant will then later oversee project construction through to project completion.

The objectives identified in Option #4 will be referenced, as derived from the following report included in this RFP package as Schedule A. Schedule B is included as reference material on land use restrictions:

- Attachment, Schedule A: Scatliff, Miller and Murray, March 23. 2018, Conceptual Pier Redevelopment Report
- Attachment, Schedule B: Lake Nipigon Signature Site, Ecological Land Use and Resource Management Strategy, Ontario Ministry of Natural Resources, 2004.

The design concept (Option 4) shall guide discussion on the development of the project. It should be understood that this concept does not fully represent the work plan, as it contains some project items that are either impractical or lacking consideration for the environmental factors associated with Lake Nipigon.

#### 2.4 Scope of Work

The scope of work will include, and will be supplemented by the Consultant as deemed appropriate by the Consultant and accepted by the Municipality, the following:

- Review existing background information collected by the Municipality through previous studies.
- A pre-start meeting (that may involve a site visit) to discuss the state of the infrastructure, prevailing environmental conditions, park operations and desired project outcomes.

This project will include, but will not be limited to, the following major tasks:

- 1) Determining an infrastructure rehabilitation solution that meets accessibility criteria and acquisition of permits and approvals necessary to proceed with the project.
- 2) Estimating a construction budget for a project completion timeline of Fall 2023.
- 3) Preparation of tender(s) for construction, review of tender bids and recommending a successful bidder to be presented to Council for project approval.

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- 4) Upon approval of Council, continuing with project administration and project management including inspections and sign-off on project completion.
- 5) Report on lifecycle information for the rehabilitated infrastructure to support the Municipality's asset management plan and any recommendations to aid the Municipality in long-term financial planning for the park in general.

Site visits accompanied by a municipal representative can be arranged upon request. The park is not gated as the public road "Peter Drive" is accessed via the park. Proponents have the option to visit the park independently.

### 2.5 Terms of Reference

The major tasks to be addressed by the Proponent for this project are outlined below. This list should be augmented as required and believed necessary based on the Proponent's experience and knowledge to provide a complete and well executed project.

#### Task 1- Design Development

- Develop a common understanding of the project objectives with the Owner.
- Review and apply applicable statutes, regulations, codes and by-laws and acquire Municipal and other approvals and permits as required which may impact the projects.
- Complete a detailed site investigation to verify any existing conditions that may impact the work
- The prime consultant will coordinate and facilitate meetings with the Owner and keep and publish meeting minutes
- The proponents are to include at least three (3) design meetings as part of the Design Development work.
- Ensure the Owner is extended involvement in all phases of the design processes.
- Prepare and submit a design summary report for each of the projects to include detailed Class 'C' cost estimates and preliminary drawings, for the Owner's review and acceptance.

# Task 2- Contract / Tender Document Preparation

- Prepare detailed construction documents drawings and specifications of the approved and accepted final preliminary design. Submit to Owner to review.
- Prepare bid documents, advertisement, release, and receive tenders for each project.

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- Review submitted tenders and make recommendations for the award of each contract.
- Apply for building permits on behalf of the Owner. Cost of the building permit shall be included in the fixed total cost, if applicable.

#### Task 3- Contract Administration / Inspection / Warranty Administration

- Provide contract administration throughout the duration of each project including all warranty periods.
- Arrangement and attendance at regular construction site meetings to monitor construction and ensure that all issues are addressed promptly, in combination with the General Contractor.
- Co-ordinate the process for all changes to the scope of the project through the Change Notice / Change Order process, review and approve submitted costs and track against both approved project budget and timeline in combination with the Owner.
- Perform general review of the work at intervals appropriate to the stage of construction to ensure the construction is in general conformity with the contract documents.
- Review contractors' progress claims and issue recommendations for certificates of payment to the Owner.
- Certify substantial performance and total completion of the project.
- Assemble and review all necessary project closeout information including statutory declarations, warranties, as-built drawings, manuals etc. as per contractual obligations set forth in the tender documents.
- Advise on the timing of final payment and release of holdback monies.
- Liaise directly with the Owners representative responsible for this project.
- Provide one (1) year warranty administration.

# Task 4 – Construction Drawings and Specifications

The drawings and specifications will be undertaken in draft form and will be reviewed for final approval by the Owner.

The Consultant shall provide the Owner with detailed design drawings (drawn to scale), and specifications showing the work involved. At a minimum, the drawings should include detailed, Roof Plan, Building Elevations and any relevant sections that are required to fully illustrate the work to be carried out.

All work being proposed shall be detailed to incorporate the requirements of the Ontario Building Code and all referenced documents within, where required to by code or by any and all authorities having jurisdiction.

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All documents to be sealed by a professional discipline as required by the Ontario Building Code, The Building Code Act, or by any other authority having jurisdiction

The services provided in the execution of the Contract Documents shall include:

- The prime consultant shall prepare two (2) sets of preliminary construction drawings for review and distribution by the Owner. In addition to the preliminary review, a final submission will be required. The final Contract Documents shall then be prepared, including all/any changes made at the preliminary and progress review stages;
- The prime consultant shall, at the completion of the Contract Documents, provide one (1) complete set of Contract Documents along with an electronic set in PDF format to the Owner for its use. The Prime Consultant shall also provide one (1) complete set of documentation to the Construction Association along with an electronic set in PDF format;
- The prime consultant shall also provide to the Owner one (1) set of construction documents on CD-ROM.

#### Task 5 – Cost Estimates and Progress Drawings

- In addition to the initial preliminary drawing submission and Class 'C' cost estimate for both projects, the consultant shall also provide:
- Class 'B' Cost Estimate
- 95% completion of the Construction Documents, submit drawings

#### <u> Task 6 – Inspection</u>

The prime consultant will be responsible for undertaking standard inspection procedures in order to meet the requirements of their respective professional associations, the Ontario Building Code, and any authorities having jurisdiction. Inspection will focus on the following:

- The work meeting the goals and standards that have been identified and approved;
- The assurance that all construction is consistent with the approved design and specifications;

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- The processing and initial approval of change orders including, in writing the validation of both the rational and costing of the change order for submission to the Owner for final approval;
- The initial approval of contractor progress claims for subsequent approval and processing by the Owner;
- The preparation of deficiency lists and the pursuing of their resolution; and
- The coordination of any warranty items.

# <u> Task 7 – Project Finalization</u>

The prime consultant will be responsible for the inspection of the project(s) before turnover to the Owner. They will undertake to pursue the finalization of all deficiencies, to ensure the Owner's representative acceptance, and other work necessary to bring about final completion. The prime consultant shall also provide written documentation to the Owner that all noted deficiencies have been corrected.

# <u> Task 8 – Final Report</u>

The Consultant shall incorporate the response from the Municipality to the items from Task 7 into a final report document, providing at least three (3) plastic bound hard copies and one (1) digital copy on USB Storage Drive.

# 2.6 **Project Management**

The Consultant is expected to actively manage the project and is responsible to ensure the project is completed in accordance with the Consulting Agreement in a timely manner and within budget. Any costs incurred related to project management must be specifically identified and distributed across the various tasks in the project. A summary of the activities to be undertaken in this task is, but not limited to, the following:

- Coordinate the activities of the Consultant and any sub-Consultants;
- Provide bi-weekly and as-requested telephone updates to the Municipality on the status of the project;
- Arrange, schedule and conduct project steering committee meetings including, but not limited to:
  - Preparing and circulating an agenda a week in advance of the meeting;
  - Structuring and conducting meetings to allow those with a shorter participation in the meeting to leave early;

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- Preparing and circulating minutes within a week of the meeting; and
- Indicate start and duration of all tasks including deliverables, milestones and scheduled project team meetings;
- Prepare, and submit together, invoices, progress reports and Monthly Status Reports to the Municipality's satisfaction, documenting work/budget/work-completed-to-date, in relation to Upset Cost Estimate.

# 2.7 Schedule

The project is expected to take approximately 8 months, from initiation to final report submission. The expected project schedule is outlined in the table below. The Consultant shall propose a project schedule that is consistent with this timeline and identifies all key milestones, including formal consultations and meetings. The Consultant may propose alternative milestone events and/or dates, provided that the proposed project duration does not exceed 10 months.

| Event   | Expected Date      |
|---|--------------------|
| Project Initiation Meeting                    | November 16, 2022  |
| Presentation of Final Deliverables to Council | September 11, 2023 |
| Project Completion                            | September 22, 2023 |

# 2.8 Invoicing

Monthly payments shall be made based on time expended following receipt and acceptance of an invoice by the Project Manager. The invoice should include a breakdown by hours worked and associated costs by individual team members on each major task and progress to the date on invoice. Additional back-up documentation shall also be provided where sub-contracted works form part of the overall work program.

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# **Section 3** Summary of Cost Estimate

To be attached as the first page viewed by the party opening Envelope #2.

#### **3.1 Basis of Payment**

The Consultant offers to provide the services detailed within the Proposal package and identified tasks, and as further detailed in the Consultant's proposal, to the acceptance of the Municipality for the following Upset Cost Limit.

| Professional Fees:            | \$ |  |
|-------------------------------|----|--|
| Disbursements:                | \$ |  |
| Total Upset Cost Estimate: \$ |    |  |

(Does not include HST)

In addition to this summary, the Consultant is required to provide a detailed price breakdown by major tasks with the Proposal. The breakdown should include the specific activities planned, the timing and associated level of effort by individual or classification, and the associated hourly or per diem rates for which the Consultant will seek payment.

# Consultants should note the following when preparing their financial proposal:

#### **3.2 Consulting Fees**

Consulting fees are to include the cost of sub-consultants.

#### **3.3 Disbursements**

All reasonable and proper expenses incurred by the Consultant shall be reimbursed under this item without any allowance thereon for overhead and or profit. The following costs shall not be reimbursed:

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- Communication expenses including facsimile, local phone and cellular charges
- Standard PC or computer aided design and drafting equipment (excludes specialized equipment or software as identified in Consultant's proposal)

## 3.1 Schedule A

Scatliff, Miller and Murray, March 23. 2018, Conceptual Pier Redevelopment Report may be accessed at <a href="https://www.greenstone.ca/en/our-government/bid-opportunities.aspx">https://www.greenstone.ca/en/our-government/bid-opportunities.aspx</a>

### 3.2 Schedule B

Ontario Ministry of Natural Resources, 2004, Nipigon Basin Signature Site: Ecological Land Use and Resource Management Strategy may be accessed at <a href="https://www.greenstone.ca/en/our-government/bid-opportunities.aspx">https://www.greenstone.ca/en/our-government/bid-opportunities.aspx</a>