



REQUEST FOR PROPOSAL 39/2016

CONSULTANT FOR DETAIL DESIGN OF THE MAIN STREET BRIDGE REHABILITATION

For The Corporation of the City of Thunder Bay
-- Infrastructure & Operations - Engineering Division --

Proposal Closing Date and Time
WEDNESDAY, September 21, 2016
at 4:00 p.m., local time

Proposals are to be Delivered to:

City of Thunder Bay
Supply Management
Victoriaville Civic Centre (main floor)
111 Syndicate Avenue South
Thunder Bay, ON P7E 6S4

INFORMATION TO BIDDERS

Definitions

Proponents(s)/Bidder(s)/Contractor(s): means all persons, partnerships or corporations who respond to this RFP and includes their heirs, successors, and permitted assigns.

City/Owner: means The Corporation of the City of Thunder Bay

Contract: means the agreement to be entered into between the Successful Bidder and the City with respect to the supply of the Goods and or Services. It shall be based upon this RFP, with any agreed upon amendments, and shall include any plans and specifications and will be held to cover the supply of any and all work, labour, implements and materials that could be reasonably required to properly and satisfactorily supply the Goods or Services.

Contract Administrator: means the person, partnership, or Corporation designated by the Owner to be the Owner's representative for the purposes of this contract.

Request for Proposal: means this Request for Proposal (RFP) document including all schedules, parts and attachments, as issued by the City, including any addenda or amendments made to it after initial issue.

May: Used in this document denotes permissive.

Must/Shall/Will: Used in this document denotes imperative.

Successful Bidder/Proponent/Contractor: means the Proponent/Contractor/Bidder whose RFP submission is/are accepted and who has/have agreed to supply the Goods and/or Services as outlined herein.

Submission

Proponent to submit one (1) original signed by an authorized representative (prominently marked "Original") and **three (3) hard copies** plus one (1) electronic copy in PDF format on CD-ROM, memory stick or flash drive of its proposal in a sealed package to the address shown on the cover page.

All submissions are to be clearly marked as to contents with the return label affixed to the outside of the package when provided.

The mandatory submission forms that are required to be completed and included in your submission may not be changed other than inserting the required information.

Submission Format

Hard copy submissions are to be:

- Printed double sided
 - Where possible, stapled
 - Where too large for stapling, submitted in coil bindings, comb bindings, heat bound or clamped.
- Binders are not to be used.

Document Fee

The City charges a non-refundable fee of **\$35.00** (inclusive of taxes) for documents payable by cheque, cash or debit. If downloaded, the fee is to be included in the submission.

Closing Date and Time

Consideration will be given to your proposal if received in the Supply Management Office not later than the date and time shown on the cover page.

The lowest cost proposal will not necessarily be accepted, and the City reserves the right to reject any and all proposals and/or re-issue the RFP in its original or revised form.

Facsimile, e-mail, or telephone proposals will not be accepted.

Late Submissions

Submissions received after the deadline will not be considered. The City will assume no responsibility for submissions that do not arrive in the Supply Management Office by the specified closing date and time. Late submissions will be returned unopened to the proponent.

Submissions in English

All submissions are to be in English. Any submission received by the City that is not entirely in the English language may be disqualified.

Grounds for Disqualification of Submission

The City will disqualify or deem submissions non-compliant for the following reasons, unless otherwise noted in this document:

- Failure to submit documents in accordance with the closing date and time on the cover page or any subsequent addenda.
- Failure to complete, sign and return submittal form provided.
- Failure to comply with any of the mandatory requirements.
- Unauthorized changes to any forms that are required to be completed and included in your submission.

Litigation

No bid shall be accepted from any Contractor, its principals, directors or any officer of that firm, or another related person (as determined by the Manager Supply Management, in his or her sole and unreviewable discretion), with whom the City is engaged in unresolved litigation.

Questions/Inquiries

Communications concerning this Request for Proposal are to be in writing and directed to;

Tina Caputo (or designate)

Supply Management

phone (807) 625-2286 - fax (807) 622-0181

e-mail tcaputo@thunderbay.ca

Inquiries must not be directed to other City employees or Elected Officials. Directing inquiries to other than those designated may result in your bid being rejected. The deadline for questions/inquiries will be **Wednesday, September 14, 2016 at 12:00 noon, local time.**

All clarification requests are to be sent in writing to the individual mentioned above. No clarification requests will be accepted by telephone. Responses to clarification requests will be provided to all interested parties.

Any and all changes to the Request for Proposal will be issued by the Manager, Supply Management (or designate) in the form of a written addendum.

Acknowledgement of Addenda

If addenda are issued, their receipt is to be acknowledged by the proponent by including them as part of the proposal submission to ensure that all requirements are included in the submission. Failure to include all addenda may result in your submission not being considered. The City will assume no responsibility for oral instructions or suggestions.

Addenda will be provided to all who have registered with the City Supply Management Section. As well, they will be posted on the City's website for download. www.thunderbay.ca/supply. It is the bidder's responsibility to check the website prior to closing for any issued addenda. The City will assume no responsibility for any addendum not received.

Review of Requirements

All proponents should carefully review this solicitation for defects or questionable matter. Comments or the need for clarification must be made in writing as requested in this RFP. Protests based on any omission or error, or on the content of the solicitation, will be disallowed if these faults have not been brought to the attention of the Supply Management Section as per the terms set out in this Request.

Submissions shall be in accordance with City of Thunder Bay Standard Terms and Conditions for Tenders, Proposals, Contracts and Quotations and the City by-Law Number 113-2011.

For additional information about the City of Thunder Bay and its policies and by-laws visit www.thunderbay.ca.

Sustainable Environmental Social Initiatives

The City is committed to a procurement process for Goods and Services that takes into account sustainable, environmental and ethical considerations. Potential partners of the City must respect fundamental human rights

and treat their workers fairly and with respect. They are also expected to strive continually towards minimizing the environmental impact of their operations.

References

The submission of a proposal authorizes the City to contact all references provided. Failure to provide references and details of experience may result in this proposal not being considered. City staff, elected officials or City Departments are not to be used as references.

Freedom of Information

All proposals submitted to the City become the property of the City, and as such, are subject to the provisions of the Municipal Freedom of Information and Protection of Privacy Act.

This will confirm that the City will not use/disclose the information provided, without proper authorization, and will keep the information in a physically secure location to which access is given only to staff requiring access.

Bidder Debriefings

As a courtesy, bidder debriefings will be offered for procurements valued at \$60,000 or higher and must be requested within 60 calendar days following the date of the contract award.

Rights Reserved by the City

Proposals will be evaluated from firms or individuals that can demonstrate that they have the necessary staffing, facilities, experience, ability and financial resources to perform the work in a satisfactory manner. Proven track record must be demonstrated.

The City reserves the right to inspect the bidder's facility and to perform such investigations as may be deemed necessary to insure that competent personnel and management and suitable equipment/material will be used in the performance of this contract.

The City may, in its discretion, take any one or more of the following steps, at any time and from time to time, in connection with the review and evaluation, including ranking, of any aspect of a proposal:

- independently consider, investigate, research, analyze, request or verify any information of documentation whether or not contained in any Proposal;
- conduct reference checks relevant to the Project with any or all of the references cited in a Proposal , or with any other person not listed in a Proposal, to verify any and all information regarding a Proponent, including its directors, officers and Key Individuals;
- conduct any background investigations that it considers necessary in the course of the Competitive Selection Process;

Submission of a proposal indicates acceptance by the firm of the conditions contained in this Request for Proposal, unless clearly and specifically noted in the proposal and in any contract between the City and the firm(s) selected.

The City reserves the right without prejudice to reject any or all proposals and to determine in its own best judgement the firm best qualified to undertake this contract.

The City is not responsible for any costs incurred by the proponents in the preparation of their response to the proposal call or attendance at any selection interviews. The City will not accept responsibility for any delays or costs with any reviews or approval process.

The Evaluation Committee reserves the right to be the sole judge of the acceptability of any proposal, and also any alternative proposed, and to purchase the service which in its opinion most closely meets the operating requirements of the City.

The City, unless it otherwise states, reserves the right to award by item, or part thereof, groups of items, or all items of the proposal, and to award contracts to one or more proponents submitting identical submissions as to price; to reject any and all submissions in whole or in part; to waive technical defects, irregularities and omissions and to negotiate minor changes, if in so doing, the best interest of the City will be served.

The basis of award is subject to budget availability and or Council Approval.

The City reserves the right to cancel the project without cause and without incurring any liability whatsoever if deemed in the best interest of the City to do so.

The City reserves the right to terminate the contract without notice if due to non-performance and unsatisfactory service and unsatisfactory product performance.

The City reserves the right to call in alternate services if the proponent is unable to provide the service when it is requested.

The decision of the Evaluation Committee shall be final and without recourse.

Prices must be firm for the duration of the contract.

The City reserves the right to award this contract in whole or in part without recourse or penalty that which is deemed most advantageous to the City.

The City has the right to negotiate minor changes with the proponent that presented the most attractive proposal.

The City of Thunder Bay Council shall have the final authority on all matters regarding this Request for Proposal.

This is an invitation for proposals and not a tender call.

Attachments

- Standard Terms and Conditions for Tenders, Proposals, Contracts and Quotations
- Certificate of Insurance

Accessibility Requirements(if applicable)

This condition is only to be included in our documents when we are hiring agents or consultants who either develop specifications, procure or tender items on behalf of the CTB.

In accordance with ONTARIO REGULATION 191/11 made under the ACCESSIBILITY FOR ONTARIANS WITH DISABILITIES ACT, 2005, agents or consultants acting on behalf of the City will incorporate accessibility criteria and features when developing specifications and or procuring goods or services on behalf of the City, except where it is not practicable to do so. If it is not practicable to incorporate accessibility criteria and features when procuring goods or services, it shall provide, upon request, an explanation.

Pricing

Each proponent must complete the Schedule of Pricing according to the instructions contained in the form as well as those instructions set out below:

- (a) Rates shall be provided in Canadian Funds, inclusive of all applicable duties and fees, but excluding the Harmonized Sales tax (HST). The HST will be added to purchases at invoicing as applicable;
- (b) Rates quoted by the proponent shall be all inclusive and shall include all labour and materials, installation, delivery, travel, and carriage costs, insurance costs and all other overhead including but not limited to any fees or other charges required by law;
- (c) Rates quoted shall not include any expenses of a personal nature The City of Thunder Bay (COTB) will not reimburse the Consultant for such expense. Such expenses include but are not limited to expenses for:
 - recreational purposes (e.g. video rentals, mini-bars, etc.);
 - personal items;
 - traffic and parking violations;
 - social events or alcoholic drinks.
- (d) All expenses must:
 - be work-related,
 - be modest and appropriate, and
 - strike a balance among economy, health & safety, and efficiency of operations
- (e) Receipts: Should any travel expenses be reimbursable by COTB, the original receipts (not photocopies) must be submitted with all claims unless otherwise indicated in the Agreement or RFP document. Credit card slips by themselves are insufficient to support a claim for reimbursement.
- (f) Car Rental: The size of the rental car must be the most economical and practical required for the business task and number of occupants. Exceptions must be documented and approved by the appropriate COTB Manager (spending authority). Luxury and sports car rentals are prohibited.

The rental car must be refueled wherever possible before returning it, in order to avoid higher gasoline charges imposed by the rental car agency.

Full insurance must be placed on the any vehicle driven by a representative of COTB.

- (g) Accommodation: Reimbursement for overnight accommodation within the Consultant's headquarters area will not normally be authorized.

Reimbursement will be made for single accommodation in a standard room, and no reimbursement will be made for suites, executive floors, or concierge levels.

Reasonable and appropriate actual meal expenses will be reimbursed, subject to approval by the COTB Manager (spending authority), if the expenditure is incurred when the claimant is required to work during or through normal meal periods or when, during a normal meal period, the Consultant is away from his or her headquarters area on COTB business.

Original, itemized receipts must be provided with claims for reimbursement of actual meal expenses. Reimbursement must not exceed the amount actually spent (including taxes and gratuities) as validated by a receipt accompanying the claim.

Reimbursement of meal costs must not include the reimbursement for any alcoholic beverages.

No reimbursement shall be made for meals consumed at home prior to departure or on return, or for meals included in the cost of transportation, accommodation, seminars and/or conferences.

Reimbursement of an expense for a meal consumed within the headquarters area may trigger a taxable benefit.

Indemnity

The successful proponent shall indemnify and hold the City harmless from and against any liability, loss, claims, demands, costs and expenses, including reasonable legal fees, occasioned wholly or in part by any acts or omissions either in negligence or in nuisance whether wilful or otherwise by the bidder, its agents, officers, employees or other persons for whom the bidder is legally responsible.

Insurance

The successful proponent shall, at its own expense, obtain and maintain until the termination of the contract, and provide the City with evidence of:

Comprehensive general liability insurance on an occurrence basis for an amount not less than Five Million (\$5,000,000 dollars) and shall include the City as an additional insured with respect to the City's operations, acts and omissions relating to its obligations under this Agreement, such policy to include non-owned automobile liability, personal injury, broad form property damage, contractual liability, owners' and contractors' protective, products and completed operations, contingent employers liability, cross liability and severability of interest clauses;

Automobile liability insurance for an amount not less than Five Million (\$5,000,000) dollars on forms meeting statutory requirements covering all vehicles used in any manner in connection with the performance of the terms of this Agreement.

Professional Liability (Consultant): The successful proponent shall carry insurance covering the work and

services described in this agreement. Such policy shall provide coverage for an amount not less than Two million (\$2,000,000) dollars. The Owner will not accept an agreement which limits the liability of the proponent to the amount of its liability insurance coverage

The policies shown above will not be cancelled or permitted to lapse unless the insurer notifies the City in writing at least thirty (30) days prior to the effective date of cancellation or expiry. The City reserves the right to request such higher limits of insurance or other types of policies appropriate to the work as the City may reasonably require.

The successful proponent shall not commence work until such time as evidence of insurance has been filed with and approved by the Manager Supply Management for the City. The successful Firm shall further provide that evidence of the continuance of said insurance is filed at each policy renewal date for the duration of the contract.

Workplace Safety and Insurance Act (From Successful Proponent Only)

Upon award, the successful proponent shall submit a copy of a valid and current "Clearance Certificate" from the WSIB. This information is available to the Proponent on-line at www.wsib.on.ca.

Any proponent deemed to be WSIB exempt, not required by law, an independent operator or ineligible for a clearance certificate must provide an equivalent employer's professional liability insurance policy that includes coverage not limited to loss of earnings benefits and health care coverage. It is also the responsibility of the proponent to ensure that coverage does not lapse for the entire duration of the contract. Upon expiry of a clearance certificate a valid certificate should be forwarded to the City.

Certificates Required: (From Successful Proponent Only)

Prior to the commencement of any work under this contract the successful proponent will file with the City a Certificate of Insurance on the City's form provided and a WSIB Clearance Certificate.

No purchase order will be issued until all insurance and WSIB requirements have been satisfied.

EVALUATION

An Evaluation Committee has been established to review and evaluate each proposal based on the criteria and scoring listed below.

Interview

Based upon evaluation results of the RFP, the City may require an interview or presentation from not more than the top three (3) highest scoring proponents prior to award. All such interviews will be at the bidder's expense. Any additional information may in no way materially alter or add to the submission originally proposed.

Interviews will be conducted on a date and location to be determined. Proponent(s) will be contacted to set up an interview time and location within Thunder Bay. Failure to attend the interview on the date specified may be cause for disqualification.

	CRITERIA	MAX. SCORE
1.	Cost to the City of Thunder Bay <ul style="list-style-type: none"> • Design Total Upset (50) • Contract Admin/Insp Est (20) 	70
2.	Experience and Capacity <ul style="list-style-type: none"> • Relevant experience of the Project Manager, Design Engineer, Contract Administrator and the Resident Supervisor that will be assigned to this project 	50
3.	Work Program <ul style="list-style-type: none"> • Detailed Schedule • Time allotment of proposed staff to project 	30
4.	Quality of Proposal <ul style="list-style-type: none"> • Proponents understanding of Proposal Requirements and demonstrated understanding of major issues and objectives 	20
5.	Demonstrated Environmental & Social Stewardship – environmental friendliness of the product or service and/or unique environmental or social initiative(s) the company has undertaken	5
6.	Value Added or Innovative Construction techniques proposed	5
	Total Available Points	180

PROPOSAL SUBMISSION REQUIREMENTS:

The City of Thunder Bay, Infrastructure and Operations, Engineering Division, invites proposals from Consulting Engineering firms for the **Detail Design of the Main Street Bridge Rehabilitation** in, Thunder Bay, Ontario, in accordance with the following City of Thunder Bay Standard Terms and Conditions for Tenders, Proposals, Contracts and Quotations, City By-Law Number 113-2011, General Requirements and Scope of Work.

Submissions should include, but not necessarily be limited to, the following:

Cost

1. An estimate of the Engineering costs for the Project and a firm upset limit for the total Engineering cost of the design. The upset limit for detail design shall include all costs in order to take the project to the stage at which the City has awarded the Tender for construction. The upset limit shall include all costs of travel expenses, telephone calls and site mileage. The Design Total Upset and the Contract Admin/Insp Est shall be broken out as indicated in **Schedule of Pricing** on page 16 and submitted as part of the submission. HST shall be indicated separately from the upset limit. The cost of placing tender advertisements and notices under the Municipal Class Environmental Assessment shall be paid

directly by the City. It is assumed that this project will fall under MCEA Schedule A+ for the purpose of this proposal.

Experience and Capacity

2. Identification of the lead firm's name, its office location, telephone number(s) and a brief history of the firm;
3. Any proposed sub-consultant assignments must be detailed and contain a submission from the sub-consultants;
4. Identify who in your Firm will be the Project Manager, who will be Design Engineer, who will be the Contract Administrator and who will be the Resident Supervisor. For each person include; full name, professional credentials, area of expertise, roles and duties in providing services, personalized resumes and contact information;
5. For each individual listed above provide the rate of pay and estimate the amount of time to be spent on this project;

Work Program

6. Provide a statement of the key issues involved in the Project;
7. Detail the method and schedule by which your firm intends to cover the items included in the Terms of Reference;

Other

8. Environmental and Social initiatives your Firm may have undertaken;
9. Value added – Provide information of any value added service that may enhance or add to the requirements set out within the proposal for no additional cost;
10. Any other supporting information you may wish to include with your submission.

In order for the City to evaluate proposals fairly and completely, offers should follow the format set out herein and provide all of the information requested. Failure to complete and include information as required may result in your submission not being considered.

TERMS OF REFERENCE

The City of Thunder Bay is inviting proposals from consulting engineering firms for detail design and construction supervision of the rehabilitation of the Main Street Bridge.

The design and contract documents are expected to be complete in 2017.

The scope of the work is as follows:

- 1) Review the previous reports as listed in **Appendix A**.
- 2) Detail Design of replacement measures and preparation of Contract Documents for tendering the project.
- 3) Review the submitted tenders and recommend award of the Contract.
- 4) Provide Contract Administration and Field Supervision services.
- 5) Amend the Drawings to show the work as actually constructed.

It is intended that all construction be completed by the end of the construction season in 2018.

CONSULTANT SERVICES

Detail Design

Services to be provided by the consultant in the execution of the design shall include:

- 1) Review existing drawings and reports which are listed in **Appendix 'A'** and examine the existing site.
- 2) Carry out field surveys as required. Base horizontal data on G.P.S. co-ordinates. Base elevations on Geodetic elevations.
- 3) Rehabilitation of the structure is being considered. Based on existing reports, the following considerations shall be part of the design process.
 - Based on the 2014 OSIM inspection report and 2014 deck condition survey; identify requirement for bearing replacements at the bridge abutments and piers, concrete repairs of the beams, piers, deck soffit and deck top, re-application of waterproofing and pavement, reconstruction of approach curb and gutter and asphalt, strengthening of steel in areas of deterioration, re-coating of structural steel to extend useful life and repairs to the railing system;
 - Based on the 2014 Ultrasonic Inspection of the Bridge Pin Connections, provision of access to allow for testing of remaining pins not inspected, cleaning and repairs of steel around pins where corrosion jacking is occurring, removal and replacement/reinstallation of existing pin caps to allow for further non-destructive testing as recommended, and provision for access for any additional testing (i.e. hanger plates) as recommended in the report;
 - Due to the location of the structure and access requirements of the Port Authority, traffic over the structure should be maintained during construction. Key to the project success during construction is good communication between the contractor, the design consultant and the Port Authority to minimize any sort of delays of heavy cargo leaving/entering the port. This shall be a major consideration in construction staging and design of the rehabilitation of the bridge
- 4) Carry out all design requirements for the recommended replacements measures of the bridge structure as determined during the 2000 Inspection Report and the 2008/2010/2012/2014 OSIM report findings, and related works in accordance with the most recent edition of the Canada Highway Bridge Design Code. Please note design considerations should also include approach improvements such as guiderail, grading, drainage, and utility relocation (if required).
- 5) Prepare AutoCAD based contract drawings for the Project including construction drawings and detail drawings.
- 6) Prepare detail design, drawings, specifications and Contract Documents based on the City's Contract Documents Manual and Engineering and Development Standards.
- 7) Investigation and confirmation of present location and required needs of all utilities, coordination of all utility relocation work and new utilities with utility companies affected.

- 8) Prepare pre-tender estimates (including a materials testing quality assurance program) for the total Project upon completion of the final design. Include in this work the calculation of tender quantities, material list, etc., as appropriate.
- 9) Submit the construction plans, specification schedules and applications to the Lakehead Region Conservation Authority, Fisheries & Oceans Canada, Ministry of Natural Resources and all other appropriate public authorities for their information or approval as required.
- 10) Carry out the necessary work to complete the planning process for this Project required by the Ontario Environmental Assessment Act and Federal environmental regulations.

ASSIST IN TENDERING PROJECT

The Consultant shall:

- 1) Print sufficient copies (35) sets of all tendering and Contract Documents, including plans. Prepare and place at least two (2) advertisements for the tender call.
- 2) Assist the City in providing information to bidders, suppliers and other interested parties.
- 3) Assist the City in the tendering of the Contract, the comparative analysis of the tenders and recommend the award of the construction Contract.

CONTRACT ADMINISTRATION AND CONSTRUCTION SUPERVISION

The Consultant shall:

- 1) Review the Contractor's construction schedule and submit the work progress reports to the City.
- 2) Provide direction and review of the Contractor's works to ensure compliance with the plans and specifications.
- 3) Prepare progress, substantial performance and final payment certificates recommending payments to the Contractor, and carry out inspections as appropriate.
- 4) Review shop drawings and proposed construction methods as warranted ensuring the Contractor's drawings and methods comply with the design requirements of the Project.
- 5) Review alternate construction methods or materials if proposed by the Contractor.
- 6) Review change orders and any construction claims submitted by the Contractor.
- 7) Prepare and submit to the City a revised set of construction drawings as record drawings of the Project. These drawings are to be reproducible originals and also AutoCAD disks.

MEETINGS AND REPORTS

The Consultant shall maintain close contact with the Engineering Division. The Consultant must plan for a minimum of three (3) formal meetings as follows;

- 1) After review and analysis of replacement options for selection of type of structure.
- 2) Upon 50% completion of the Detailed Design and preliminary cost estimates.
- 3) Upon 90% completion of the Detailed Design construction drawings, specifications and pre-tender cost estimates.

The Consultant will be responsible for the preparation and distribution of agenda and the recording and distribution of minutes for all formal meetings.

METHOD OF PAYMENT

Design

The Consultant's fees shall be based on the following:

- 1) Payroll cost plus a mark-up not to exceed 100% or per diem rates for principals and executives for pre-design, design, advisory and contract administration services.
- 2) Expenses and disbursements properly incurred in the performance of the work plus a mark-up not to exceed 5%.
- 3) The total cost for the detailed design shall be limited by an upset figure which the Consultant will include in its Proposal. No further payment will be made above this figure without prior approval by the City.
- 4) Payroll cost shall include salary plus provisions for statutory holidays, vacation, insurance, group insurance, pension plans and sick time allowance where benefits are paid by the Consultant but will not include any bonus or profit sharing system.
- 5) The Consultant shall provide the City with a list of charge out rates for personnel to be employed on the Project and shall bill the City monthly as the design proceeds. Invoices shall provide names of the individuals and the hours for which they are charged to the Project.

The Consultant shall complete a form showing the proportions of the work completed, and the percentage of the total cost expended, with explanation of differences compared with the Proposal, to accompany each invoice.

Construction Supervision Administration and Inspection

This fee shall be calculated on a time basis and shall be based on the following:

- 1) Principal and executive engineers at the per diem rate.
- 2) Resident staff on the basis of payroll costs multiplied by a factor not to exceed 1.8. Non-resident office staff employed on the Project on the basis of payroll cost multiplied by a factor not to exceed 2.0.
- 3) The City will not pay travelling or accommodation costs for any staff involved in construction supervision.
- 4) Payroll costs shall mean salary plus provisions for statutory holidays, vacation, unemployment insurance, workmen's compensation, health and medical insurance, group insurance, pension plans and sick time allowance where benefits are paid by the Consultant but will not include any bonus or profit sharing system.
- 5) The Consultant shall provide an estimate of the contract administration and inspection costs based on the time frame estimated for construction. It is expected that this estimate will compare closely with the final total cost. The estimate will include the cost of preparing record drawings.

SCHEDULE

The Consultant will be required to commence work immediately upon receiving authorization from the City. The anticipated schedule is as follows:

- 1) Proposal Due Date – Wednesday, September 21, 2016
- 2) Anticipated consultant selection date – September-October, 2016
- 3) Preliminary design, pre-survey, liaison meetings – September-November, 2016
- 4) Detail Design Final – April 30, 2017

SELECTION

City Administration will assess the Consultant's proposal and will make a recommendation on award. (Depending on the cost of services, City Council will be requested to confirm the consultant selection.)

The purchase order agreement will include the Consultant's terms of reference.

The agreement with the Consultant shall be based on the standard MEA/CEO Agreement (2006) as amended by Special Conditions included in **Appendix 'B'**.

SCHEDULE OF PRICING

**CONSULTANT FOR DETAIL DESIGN
OF THE MAIN STREET BRIDGE REHABILITATION**

For The Corporation of the City of Thunder Bay
-- Infrastructure & Operations - Engineering Division --

The price(s) quoted Include all duty, taxes (other than HST), customs, clearances, cartage, freight and all other charges now or hereafter imposed or in force and is a **Total Firm Price**. Harmonized Sales Tax (HST) to be Extra. Harmonized Sales Tax (HST) must be shown separately on invoicing. All pricing is to be in Canadian Funds.

Description	Value
DETAIL DESIGN Total Upset Cost (HST excluded)	\$ _____ Total Upset
CONTRACT ADMIN/WEEK	\$ _____ Admin/Week

SUBMITTAL FORM

(This **FORM** **must be** completed and returned with your submission)

Proponent Covenant:

I/We the undersigned authorized signing officer of the proponent, hereby declare that no person, firm or corporation other than the one represented by the signature below, has any interest in this submission.

I/We further declare that all statements, schedules and other information provided in this submission are true, complete and accurate in all respects to the best knowledge and belief of the proponent.

I/We further declare that this submission is made without collusion, connection, knowledge, or comparison of figures or arrangement with any other company, firm or persons making a submission and is in all respects fair.

I/We understand that this may result in the rejection of our submission if this declaration is found to be untrue.

I/We have received, allowed for and included as part of our submission all issued Addenda.

Conflict of Interest:

If the box below is left blank, the proponent will be deemed to declare that: (1) there was no Conflict of Interest in preparing its proposal; and (2) there is no foreseeable Conflict of Interest in performing the contractual obligations contemplated in the RFP.

Otherwise, if the statement below applies, check the box.

☐ The proponent declares that there is an actual or potential Conflict of Interest relating to the preparation of its proposal, and/or the proponent foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the RFP.

If the proponent declares an actual or potential Conflict of Interest by marking the box above, the proponent must set out below details of the actual or potential Conflict of Interest:

The following individuals, as employees, advisors, or in any other capacity (a) participated in the preparation of our proposal; AND (b) were employees of The City of Thunder Bay (COTB) and have ceased that employment prior to the Proposal Submission Deadline:

Name of Individual:
Job Classification:
Site/Program (where last employed with COTB):
Last Date of Employment with COTB:
Name of Last Supervisor with COTB:
Brief Description of Individual's Job Functions (at last position with COTB):
Brief Description of Nature of Individual's Participation in Preparation of Proposal:

(Repeat above for each identified individual)

The proponent agrees that, upon request, the proponent shall provide COTB with additional information from each individual identified above in the form prescribed by COTB.

SUBMITTAL FORM CONTINUED

PRINT LEGAL NAME OF FIRM

MAILING ADDRESS

CITY

POSTAL CODE

NAME OF CONTACT PERSON (PRINT)

PHONE NUMBER

FAX NUMBER

CELLULAR NUMBER

E-MAIL ADDRESS

SIGNATURE OF AUTHORIZED OFFICIAL

PRINT NAME

DATE

Appendix A

List of Documents:

- 1) Main Street Bridge OSIM Forms (2008, 2010, 2012, 2014)
- 2) Main Street Bridge Deck Condition Survey, 2014
- 3) Main Street Bridge Structural Evaluation, 2014
- 4) Main Street Bridge Rehabilitation Drawings (1973, 1990)

Appendix B:

SUPPLEMENTARY CONDITIONS TO THE M.E.A./C.E.O. CLIENT/CONSULTANT AGREEMENT FOR MUNICIPAL WORKS (2006)

**THE CORPORATION OF THE CITY OF THUNDER BAY
SUPPLEMENTARY CONDITIONS TO THE M.E.A./C.E.O. CLIENT/CONSULTANT AGREEMENT
FOR MUNICIPAL WORKS (2006)**

GENERAL

These supplementary conditions (the “**Supplementary Conditions**”) modify, supplement or amend the M.E.A./C.E.O. Client/Consultant Agreement for Municipal Works 2006 (the “**Agreement**”) and, together with the Agreement and any other documents itemized in the “Agreement Contents”, represent the entire agreement between the Client and the Consultant in respect of the Project (the “**Contract**”). There are no agreements, understandings or covenants between the parties of any kind, expressed or implied, oral or otherwise, pertaining to the Project and the Services which have not been set forth or specified herein. The Contract cannot be modified except by an instrument in writing signed by an authorized representative or representatives, as the case may be, of each party.

In the event of any conflict or inconsistency between the provisions of the documents comprising the Contract the order of priority of documents from highest to lowest shall be:

1. the Supplementary Conditions
2. the Contract
3. The City of Thunder Bay Statement of Requirements
4. the Consultant’s Proposal dated [May 22, 2015]

Where any article, paragraph or subparagraph in the Agreement is supplemented by one of the following paragraphs, the provisions of such article, paragraph or subparagraph shall remain in effect and the supplemental provisions shall be considered as added thereto.

Where any article, paragraph or subparagraph in the Agreement is amended, voided or superseded by any of the following paragraphs, the provisions of such article, paragraph or subparagraph not so amended, voided or superseded shall remain in effect.

If any paragraph or provision of the Contract is held illegal or unenforceable or is otherwise stricken, then any and all remaining paragraphs of the Contract shall remain valid and binding upon the parties. If any covenant set forth herein is found to be illegal or unenforceable, it is the intention of the parties that such covenant shall not thereby be terminated, but shall be deemed amended to the extent necessary to render it valid and enforceable.

The part and paragraph numbers and headings in the Contract are inserted for convenience of reference only and shall not be taken into consideration in the interpretation of the Contract and shall not affect the rights and obligations of the parties arising from the provisions of the Contract.

Whenever in the Contract provision is made for the giving or issuing of any notice, advice, request, endorsement, consent, approval, certificate or determination by any person, unless otherwise specified, such notice, advice, request, endorsement, consent, approval, certificate or determination shall be in writing and the words “request”, “advise”, “notify”, “endorse”, “consent”, “approve”, “certify” or “determine” shall be construed accordingly

The Consultant represents and warrants that: (a) it is competent to perform the Services; (b) it has the necessary qualifications, including knowledge, skill and experience to perform the Services, together with the ability to use those qualifications effectively for that purpose; and, (c) it has, or will arrange for those subconsultants used by it to have, the necessary licenses, skills and qualifications as so required.

The Consultant shall: (a) carry out the Services in a diligent, safe and efficient manner; (b) perform the Services in accordance with standards of quality acceptable to the Owner, acting reasonably, and in full conformity with all the

requirements of the Contract; and, (c) provide effective and efficient supervision to ensure that the quality of the Services is as stated in the Contract.

Nothing in the Contract shall constitute, or be construed as creating a joint venture, partnership, principal-agent or employment relationship between the Client and Consultant, or between the Client and any employees of the Consultant. For greater clarification, it is acknowledged and agreed that no employees of the Consultant shall, in any sense, be considered employees or agents of the Consultant, nor shall any employee of the Consultant be entitled to any compensation, benefits, privileges or prerequisites given or extended to any Client employees.

Any notice to be given under the Contract will be in writing and may be sent by hand or courier; registered or other certified mail, postage prepaid; or facsimile. Notices sent by facsimile must be confirmed by notice sent through any of the other means described within three (3) days. Notices will be deemed to have been received, (i) if delivered by hand or courier, at the time of delivery; (ii) if sent by registered or certified mail, on the 3rd business day after the date of the registration/certification receipt; and (iii) if transmitted by facsimile, at the time of transmission. Except as otherwise stated in the Contract or as otherwise designated by the party to receive the notice, notices are to be addressed to the following people at the following addresses:

Consultant:

Attention:
Fax No.:

Client:

The Corporation of the City of Thunder Bay

Attention:
Fax No.:

The Consultant shall, at all times, comply with all applicable laws in the performance of its obligations hereunder. Applicable laws shall include any and all applicable domestic, federal, provincial, territorial, regional, municipal or local statutes, laws, by-laws, rules, regulations, codes, ordinances, permits, decrees, writs, injunctions, orders or the like, of any governmental authority, applicable to the Consultant, or to the performance of its Services.

Time shall be of the essence of the Contract.

AGREEMENT

1.04 STAFF AND METHODS

Amend Section 1.04 by inserting, at the end of the first sentence, the following:

“and, generally, in accordance with standards of quality acceptable to the Client, acting reasonably, and in full conformity with all of the requirements of the Contract.”

1.05 DRAWINGS AND DOCUMENTS

Amend Section 1.05 by:

- (a) deleting the words “Subject to Section 3.2.4 of Article 3,” and capitalizing the “d” in “drawings”; and
- (b) replacing the second and third sentences with the following:

“Documents prepared by the Consultant for the Client, including record drawings, shall be the property of the Client, provided that the Client indemnifies the Consultant for use of such documents for any purpose other than for the purposes of the Project and any alterations, additions or expansions of the Project (the “**Permitted Uses**”). Any drawings or documents provided by the Client to the Consultant shall, unless expressly acknowledged and permitted by the Client, in writing, or expressly provided for in the Contract, be for reference uses only and the Client shall not be liable to the Consultant, or to anyone for whom the Consultant is in law responsible, for any damages, losses, costs, liabilities or expenses which may arise from the adoption, use or application of such drawings or documents by the Consultant or anyone for whom the Consultant is in law responsible.”

1.06 INTELLECTUAL PROPERTY

Amend Section 1.06 by:

- (a) replacing the words “and remain the property of the Consultant” with the words “and shall be the property of the Client, provided that they may only be used by the Client for the Permitted Uses and the Consultant waives any moral rights with respect to such intellectual property”; and
- (b) deleting the second paragraph of paragraph 1.06.

1.08 CHANGES, ALTERATIONS AND ADDITIONAL SERVICES

Amend Section 1.08 by:

- (a) deleting the words “With the consent of the Consultant”;

(b) replacing the words “the Consultant shall be paid in accordance with Section 3.2.1 for such additional staff employed directly thereon, together with such expenses and disbursements as allowed under Section 3.2.4” with the words “the Consultant’s fees shall be adjusted on an equitable basis”;

(c) inserting, following the words, “In the event the Client delays the project”, the words “for more than six (6) months”; and

(d) replacing the words “the Consultant shall have the right to renegotiate the Agreement” with the words “the Consultant’s fees shall be adjusted on an equitable basis”.

1.09 SUSPENSION OR TERMINATION

Amend Section 1.09 by:

(a) replacing the first sentence of the first paragraph with the following:

“The Client may, at any time, by notice in writing to the Consultant, suspend or terminate the Services or any portion thereof, at any stage of the Project.”

(b) replacing the third sentence of the first paragraph with the following:

“In such an event, the Consultant shall be entitled to be paid an equitable fee for such Services.”

(c) inserting as a new paragraph at the end of paragraph 1.09 the following:

“Either party may, upon written notice to the other party, terminate the Contract in the event that the other party defaults in performance of any of its material obligations under the Contract and fails to remedy such default within ten (10) days of receipt of written notice from the other party.”

1.10 INDEMNIFICATION

Amend Section 1.10 by:

(a) inserting the words “or omissions” following the words “the negligent acts” in the first paragraph of Section 1.10;

(b) inserting the words “caused by the negligence of the Client or its consultants or contractors engaged in respect of the Project, contrary to, or in excess of, the levels permitted by, applicable laws” in the second paragraph of Section 1.10 following the words “contaminants of any kind”; and

(c) inserting the words “and excluding any amounts the Consultant recovers on account of such claims, losses, damages, liabilities and costs from insurance maintained by the Consultant, or which the Consultant would have recovered if it had maintained the insurance required to be maintained by the Consultant hereunder” at the end of the second paragraph.

1.11 INSURANCE

Section 1.11 is deleted in its entirety and replaced by the following:

“The Consultant shall obtain and maintain the insurance coverages required by this Article 1.11 naming, in case of coverages in paragraph 1.11(9), the Client and _____ as additional insured:

(a) Comprehensive General Liability and Automobile Insurance

The Insurance Coverage shall be \$5,000,000.00 for general liability and \$5,000,000.00 for automobile insurance. When requested, the Consultant shall provide the Client with proof of Comprehensive General Liability and Automobile Insurance (Inclusive Limits) for both owned and non-owned vehicles.

(b) Professional Liability Insurance

The Insurance coverage shall be in the amount of \$2,000,000.00 per occurrence. When requested, the Consultant shall provide the Client with proof of Professional Liability Insurance carried by the Consultant and in accordance with the *Professional Engineers Act* (Ontario) and regulations therein.

(c) Change In Coverage

If the Client requests to have the amount of coverage increased or to obtain other special insurance for this Project then the Consultant shall endeavour forthwith to obtain such increased or special insurance at the Client's expense. 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 (30) days after written notice of such change or cancellation has been personally delivered to the Client.

(d) Rights of Subrogation

The Consultant shall waive, and shall cause its insurers to waive, in respect of its Comprehensive General Liability and Automobile Insurance, all rights of subrogation against the Client and its officers, directors, employees, servants and consultants in respect of any loss or damage arising from perils covered by the Comprehensive General Liability and Automobile Insurance.

(e) General Insurance Requirements

The Consultant shall obtain and maintain the insurance required by this Article 1.11 from qualified insurance carriers acceptable to Client. All policies furnished by Consultant shall be primary and non-contributory. Consultant's insurance policies shall also provide contractual coverage for Consultant's indemnity obligation required by the Contract. All policies, with the exception of Professional Liability Insurance, shall be on an occurrence form. Consultant shall furnish an insurance certificate(s) which complies with this paragraph."

1.13 ASSIGNMENT

Replace Section 1.13 with the following:

"The Client shall not assign the Contract or a portion thereof without the written consent of the Consultant, which consent shall not be unreasonably withheld. The Consultant shall not assign the Contract or a portion thereof without the written consent of the Client, which consent may be arbitrarily withheld for any reason which the Client, in its uncontrolled discretion, considers sufficient. No assignment of the Contract or a portion thereof will relieve the Client or the Consultant from any obligation under the Contract."

1.16 PRINCIPALS AND EXECUTIVES

Delete Section 1.16 in its entirety.

1.17 SUB-CONSULTANTS

Replace Section 1.17 with the following:

“The Consultant may engage others as sub-consultants for specialized services provided that prior approval is obtained, in writing, from the Client. If such services are in addition to the Services to be provided by the Consultant hereunder, the Consultant may add a mark-up of not more than 5% of the costs of such services to cover office administration costs when claiming reimbursement from the Client plus the cost of the additional insurance incurred by the Consultant for the specialized services.”

1.19 PUBLICATION

Amend Section 1.19 by inserting the following words at the end of the paragraph “, which consent may be withheld at the sole discretion of the Client”.

1.21 DISPUTE RESOLUTION

Delete the last sentence of paragraph 1.21(a) in its entirety.

Replace paragraphs 1.21(c) and (d) with the following:

(c) Failing to reach an agreement to mediate any dispute or to reach an agreement through mediation, the parties may proceed to adjudicate the dispute in a court. The parties may proceed to arbitrate any dispute only upon mutual agreement to do so.

1.22 TIME

Amend Section 1.22 by deleting from the second paragraph the words “so as not to delay the work of the Consultant”.

1.23 ESTIMATES, SCHEDULES AND STAFF LIST

Amend Section 1.23 by:

(a) replacing subparagraph 1.23.1 Preparation of Estimate of Fees, Schedule of Progress and Staff List with the following:

“The Consultant and the Client have agreed that the fee (the “**Fee**”) payable to the Consultant for the provisions of the Services hereunder is \$_____ plus HST of \$_____. In addition, the Consultant shall provide, for approval by the Client, a schedule showing an estimate of the portion of the Services to be completed each month and an estimate of the portion of the fees and expenses which will be payable for each such month; provided that at least 5% of the Fee shall only be payable once all deliverables required to be provided by the Consultant to the Client hereunder have been delivered.”

(b) replacing subparagraph 1.23.2 Subsequent Changes in the Estimate of Fees, Schedule of Progress and Staff List with the following:

“Intentionally Deleted”

(c) adding the following at the end of 1.23.3 “, which report shall also indicate the expected final costs of the Services. No draft or final report will be provided to the Client without a prior verbal discussion and/or meeting with the Client.”

2.01 SERVICES TO BE PROVIDED BY CONSULTANT

Section 2.01 is amended by adding the following:

“Services to be provided by the Consultant are as detailed in the Proposal for Consulting Engineering Services, entitled _____ dated _____ from the Consultant based on the Terms of Reference dated _____ as provided by the Client, the total of which forms part of this Agreement.”

3.1 DEFINITIONS

Replace paragraph 3.1(a) with the words “Intentionally Deleted”.

3.2 BASIS OF PAYMENTS

Amend paragraph 3.2 by:

(a) deleting subparagraph 3.2.1 Fees Calculated on a Percentage of Cost Basis in its entirety;

(b) insert in subparagraph 3.2.2 Fees Calculated on a Time Basis the following classifications:

Classification:	Hourly Rate
Principals and Executives on normal assignments	\$ ____ per hour
Staff on normal assignments	Payroll cost plus 100%
For site staff working full time continuously	Payroll cost plus 80%



FINANCE & CORPORATE
SERVICES DEPARTMENT

SUPPLY MANAGEMENT DIVISION
Victoriaville Civic Centre (main floor)
111 Syndicate Avenue S
PO Box 800
Thunder Bay, ON P7C 5K4

Tel: (807) 625-2252
Fax: (807) 622-0181

NOTICE TO BIDDERS

\$35.00 Document Fee

The City of Thunder Bay charges a non-refundable **Document Fee of \$35.00** (\$30.97 - Plus 13% HST) for Tender and Proposal Documents, payable by cheque, cash or debit. Cheques are payable to The City of Thunder Bay.

- * enclose your **cheque** with your tender or proposal submission.
- * write the tender or proposal reference number on your cheque.

Note: There is **no charge** for Request for Quotations, Expressions of Interest, Sales or Auction bids.

Downloading Documents

Reminder: When downloading documents, it is the Vendor's responsibility to **re-visit** the City's website prior to submitting your tender/proposal to check for any **addenda** that may have been issued. The Addenda must be attached to your tender/proposal document.

Special Note: When downloading tender/proposal/quotation documents, we strongly recommend that you **complete and FAX the REQUEST FORM** to our office. Fax: (807) 622-0181.

Submitting Tenders, Proposals and Quotations

- **Tenders** - submit **two (2) copies** (one original and one copy) of your tender bid in the envelope.
- **Proposals** - submit the number of copies **as stated in the proposal** document.
- **Quotations** - submit **one (1) copy**.
- Enclose any/all **addenda** with your submission.
- Write the tender/proposal/quotation **Reference Number** on your envelope.

If you have any questions please call the **Supply Management** office at **(807) 625-2252**.

The **Web Site** Address for a Listing of "Open Bids", Tender Information, and to download documents is:
www.thunderbay.ca/supply



FINANCE & CORPORATE
SERVICES DEPARTMENT

SUPPLY MANAGEMENT DIVISION
Victoriaville Civic Centre (main floor)
111 Syndicate Avenue S
PO Box 800
Thunder Bay, ON P7C 5K4

Tel: (807) 625-2252
Fax: (807) 622-0181

REQUEST FORM

REQUEST FOR BIDDER INFORMATION

COMPLETE and FAX this Form to Supply Management if you are interested in submitting a response to the RFP.

FAX: (807) 622-0181

Note: It is the responsibility of the Bidder to check the City's Website for any addenda or updates prior to submitting your proposal.

PROPOSAL#

DESCRIPTION OF PROPOSAL

YOUR BUSINESS NAME

ADDRESS

PO BOX #

CITY

POSTAL CODE

PHONE ()

FAX ()

CONTACT PERSON

EMAIL ADDRESS

www.thunderbay.ca/supply

From:

Ph: _____

City of Thunder Bay
Supply Management Division
Victoriaville Civic Centre
111 Syndicate Ave S (main floor)
THUNDER BAY ON
P7E 6S4

PROPOSAL # _____

CLOSING DATE

When **Downloading** Proposal Documents, **cut or fold this page in half** and **Affix this ADDRESS LABEL** to your proposal submission envelope.

Please indicate the Proposal #. Also include your firm's name in the top left corner.