



REQUEST FOR PROPOSAL

ENGINEERING SERVICES TO REHABILITATE TWO (2) BRIDGES AND RECONSTRUCT ONE (1) STRUCTURAL CULVERT

CONTRACT #2018-PW-007

RFP'S RECEIVED BY:

The Corporation of Tay Valley Township
217 Harper Road
Perth, Ontario K7H 3C6

Attention: Amanda Mabo, Clerk

Telephone: 613-267-5353 ext. 130
Toll Free: 1-800-810-0161
Fax: 613-264-8516
E-mail: clerk@tayvalleytwp.ca
Website: www.tayvalleytwp.ca

**THE CORPORATION OF TAY VALLEY TOWNSHIP
REQUEST FOR PROPOSAL
ENGINEERING SERVICES – BRIDGES & CULVERT**

PART "A" – INFORMATION TO BIDDERS

1. Proposal Timing

The schedule for the proposal anticipates the following milestones:

- Request for Engineering Services issued: May 23rd, 2018
- Last Day for Addenda: June 5th, 2018
- RFP Submission (proposals due): June 7th, 2018, at 1:00 p.m.
- Select Company and Award Contract: June 19th, 2018

2. RFP Closing

Submissions, sealed in an envelope, clearly marked with the return address label (Form 1, attached), will be received by the undersigned or his/her designated representative, at the Municipal Office, 217 Harper Road, Perth, Ontario, until **1:00 p.m.**, local time, as determined by the clock located on the computer in the reception area of the Municipal Office, on **Thursday, June 7th, 2018.**

Submissions received after closing time will not be considered.

The Corporation of Tay Valley Township
217 Harper Road,
Perth, Ontario K7H 3C6

Attention: Amanda Mabo, Clerk

Telephone: 613-267-5353 ext. 130
Toll Free: 1-800-810-0161
Fax: 613-264-8516
E-mail: clerk@tayvalleytwp.ca

3. RFP Submission

One copy of the **completed Declaration**, Appendix "A", shall be submitted. The Declaration must be properly signed and witnessed, or signed, witnessed and sealed if the bidder is a Corporation. RFP's must be submitted, using the Appendix "E" - RFP Label (to be affixed on your RFP Envelope).

The RFP must be legible, written in ink or typewritten. RFP's which are incomplete, conditional or obscure or which contain erasures or alterations not properly initialed, or irregularities of any kind, may be rejected. Submissions must not be restricted by a statement added to the Corporation of Tay Valley Township's ("the Township's") documents or by a covering letter, or by alterations to the documents supplied.

Submissions received by fax or email will not be accepted.

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4. Proposal Validity

Proposals shall remain valid and open for acceptance by the Township for a period of sixty (60) calendar days, following the closing date for receipt of Proposals.

5. Clarification of Documents

Any clarification of the Township's documents required by the Bidder, prior to submission, shall be directed to the Clerk. Any such clarifications so given shall not, in any way, alter the Township's documents and the Bidder and the Township agree that in no case shall oral arrangements be considered.

No officer, agent or employee of the Township is authorized to alter, orally, any portion of these documents. During the period prior to submissions, alterations will be issued to Bidders as written Addenda. In the submission, the Bidder shall list all Addenda that were issued and considered in the submission.

All questions shall be directed, in writing (by email) to the Clerk.

All questions/discrepancies identified must be sent to the Township at least three (3) business days prior to the submission due date.

Copies of all questions and answers and any addenda will be posted on the website no later than two (2) business days prior to the submission due date.

6. Contract Documents and Order of Precedence

The contract documents shall consist of all the pages of the RFP documents, issued by the Township, and the Bidders submission. Do not remove any pages from the Township's Form.

These documents, and portions thereof, take precedence in the order in which they are named, notwithstanding the chronological order in which they are issued or executed.

The intent of the Contract is that the Company shall supply equipment and materials or services complete and suitable for the Township' intended use.

7. Addenda

Bidders may be advised of addenda, of required additions, deletions or alternations in the requirements of the Request for Proposal documents. All such changes shall become an integral part of the RFP documents and shall be allowed for in arriving at the total submission price.

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8. Deposit

The RFP shall be accompanied by a certified cheque or bank draft in the amount of ten percent (10%) of the bid price payable to, "Tay Valley Township". This shall be returned within ten (10) days of RFP Opening to all bidders except for the successful and second placed bidder. In the case of the second placed bidder this shall be returned upon start of the contract by the successful bidder. In the case of the successful RFP, this shall be returned after successful completion of the Contract. If a deposit percentage results in a fraction, it must be rounded up to the nearest dollar. If applicable, in subsequent years, sixty (60) days prior to the start of the work, the Township shall require a certified cheque or bank draft, in the amount of 10%, for each subsequent year of the Contract. Please complete the attached **Appendix "D" – Deposit Cheque – Method of Return.**

9. Harmonized Sales Tax

Harmonized Sales Tax (H.S.T.), or any other applicable taxes, will be paid in addition to the total price submission.

The quoted prices must clearly show the H.S.T. as a separate item from the total price submission.

10. Health and Safety

The Bidder assumes full responsibility for conforming to all legislation regarding the safety of his/her employees and the public on this Contract and all notices required to comply with the legislation.

Accordingly, the Bidder shall:

- a) Provide a copy of your Company's Health and Safety Policy, dated not later than **2018**, to be submitted with the RFP.
- b) **Provide a copy of the applicable WSIB Certificate of Clearance** or equivalent (if the Company is from outside Ontario), ensuring that all employees are fully covered by WSIB and its regulations, to be submitted with the RFP.

11. Accessibility

The Bidder shall provide a declaration with the RFP that they are compliant with the Accessibility for Ontarians with Disabilities Act and its Regulations. An example of a declaration is attached in Appendix "F".

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12. Bidder's Checklist

To assist Bidders with completing a response to this RFP, a RFP Checklist is included in Appendix "C".

13. Withdrawal

A Submission may be withdrawn at any time prior to the closing date and time at the Bidder's discretion. Withdrawal notification must be in written form, signed, and must be submitted to the Clerk. No Facsimile, telephone calls or emails will be accepted. After the official closing date and time, all Submissions received shall be irrevocable.

14. Public Opening

All submissions will be opened at the Municipal Office, 217 Harper Road, Perth, Ontario, on the same day and time as the closing date.

15. RFP Results

The names of the Bidders and total bid prices will only be made available at the RFP Opening. After the RFP Opening, requests may be submitted to The Corporation of Tay Valley Township for the results and only the names of the Bidders and total bid prices, as read out at the RFP Opening, will be given in the reply. Bid results will be posted on Tay Valley Township's Website at www.tayvalleytwp.ca within 48 business hours of the RFP opening.

16. Submission Acceptance

It shall be the policy of the Township that in any procurement of goods, services, facilities or construction invitations to submit a proposal to the Township, the Township reserves the right to reject an offer to supply goods and/or services or RFP's presented in response to the Township's procurement processes where the Township determines, in its sole and unfettered discretion, that the entity making the offer has performed poorly on any Township contract during the previous five-year period. Township Council may remove a Bidder's name from consideration for a contract under this Policy, for a period of up to five (5) years, on the basis of documented poor performance or non-performance on a Township Contract.

The Bidder may be required to show, in terms of experience and facilities, evidence of its ability, as well as that of any proposed subcontractor, to perform the work by the specified delivery date.

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The Township reserve the right to award by item, or part thereof, groups of items, or parts thereof or all items of the Submission, and to award Contracts to one or more Bidders submitting identical prices, to accept or reject any Submission in whole or in part, to waive irregularities or omissions. If in so doing, the best interests of the Township will be served, no liability shall accrue to the Township for their decision in this regard.

The acceptance of any Submission is subject to appropriate funding acceptable to the Township.

The lowest, or any RFP, is not necessarily accepted.

The placing in the mail or delivery of a notice of award to the Bidder address, given in the Submission, shall constitute notice of acceptance of the Contract.

17. Insurance

Commercial General Liability Insurance

The Company shall, at their expense obtain and keep in force during the term of the Contract, Commercial General Liability Insurance satisfactory to the Township. The policy shall be underwritten by an insurer licensed to conduct business in the Province of Ontario and include but not be limited to the following:

- a) Third party Bodily Injury, Personal Injury and Property Damage, to an inclusive limit of not less than \$5,000,000 per occurrence with an aggregate of not less than \$5,000,000.
- b) The Township shall be added as an additional insured with respect to the operations of the Named Insured.
- c) The policy shall contain a provision for cross liability and a severability of interest clause.
- d) Non-owned Automobile Coverage for a limit of not less than \$5,000,000 including contractual non-owned coverage.
- e) Products and completed operations coverage.
- f) Contingent Employer's Liability.
- g) Broad Form Property Damage.
- h) The policy shall contain a provision for contractual liability – oral and written.
- i) Owner's and Contractor's Protective.
- j) The policy shall provide the Township with 30 days' notice of cancellation or nonrenewal.

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PART "A" – INFORMATION TO BIDDERS

Professional Liability Insurance

The Company shall take out and keep in force Professional Liability insurance in the amount of \$5,000,000 providing coverage for acts, errors and omissions arising from their professional services performed under this Agreement. The policy SIR/deductible shall not exceed \$100,000.00 per claim and if the policy has an aggregate limit, the amount of the aggregate shall be double the required per claim limit. The policy shall be underwritten by an insurer licensed to conduct business in the Province of Ontario and acceptable to the Township. The policy shall be renewed for 3 years after contract termination. A certificate of insurance evidencing renewal is to be provided each and every year. If the policy is to be cancelled or non-renewed for any reason, 90 day notice to the said cancellation or non-renewal must be provided to the Township. The Township has the right to request that an Extended Reporting Endorsement be purchased by the Company at the Company's sole expense.

Professional Liability Coverage

The Company's insurance shall be primary coverage and not additional to and shall not seek contribution from any other insurance policies available to the Township.

Certificate of Insurance

The Company shall provide a Certificate of Insurance evidencing coverage in force at least 10 days prior to Contract commencement.

The Company remains responsible for maintaining the required insurance even if the certificates are never exchanged and/or requested.

18. Indemnification

The Company acknowledges that he/she is an independent Company and shall, defend, indemnify, protect and save harmless The Corporation of Tay Valley Township, its officers, members of municipal council, its agents and employees from any and against all damages, liabilities, claims, expenses, demands, loss, costs (including legal costs), actions, legal costs, suits or other proceedings by whomsoever made, directly or indirectly arising out of the Contract attributable to bodily injury, sickness, disease or death or to damage to or destruction of tangible property including loss of revenue or incurred expense resulting from disruption of service and caused by any acts or omissions of the Company, its officers, agents, servants, employees, customers, invitees or licensees, or occurring in or on the premises or third party premises as a result of activities of whatsoever nature arising out of the furnishing by the Company, its agents or employees of the materials and/or performing of the services covered by this Contract. This indemnity shall be in addition to and not in lieu of any insurance to be provided by the Supplier in accordance with this Contract, and shall survive this Contract.

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PART "A" – INFORMATION TO BIDDERS

19. Failure to Enter into an Agreement

In addition to all of the Township's other remedies, if a selected Bidder fails to execute the accepted agreement or satisfy any other applicable conditions within ten (10) days of notice of selection, the Township may, in their sole and absolute discretion and without incurring any liability, approve an extension (*should agreement changes be requested*), rescind the selection of that Bidder and proceed with the selection of another Bidder.

20. Assignment

The Company shall not assign the Contract, or any portion thereof, without the prior consent of the Township.

If the Township agrees to the assignment of the Contract, all Assignment Agreements will be prepared, at the sole cost of the Company, and under no circumstances will the Township be responsible for these costs.

21. Laws and Regulations

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

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

22. Warranty

The Company shall correct at their own expense, any defects in the service. Further, the Company shall provide a name, cellphone number and email address of the assigned personnel that will affect this warranty.

23. Default by Company

If the Company commits any act of bankruptcy or if a receiver is appointed on account of its insolvency or in respect of any of its property or if the Company makes a general assignment for the benefit of its creditor, then, in any such case, the Township may, without notice, terminate the Contract.

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PART "A" – INFORMATION TO BIDDERS

If the Company fails to comply with any request, instruction or order of the Township or fails to pay its accounts or fails to comply with or persistently disregard statutes, regulations, by-laws or directives or relevant authorities relating to the work or fails to prosecute the work with skill and diligence or assigns or sublets the Contract without the Township written consent or refuses to correct defective work or is otherwise in default in carrying out its part of any of the terms, conditions and obligations of the Contract, then, in any such case, the Township may, upon expiration of ten (10) days from the date of written notice to the Company, terminate the Contract.

Any termination of the Contract by the Township, as aforesaid, shall be without prejudice to any other rights or remedies the Township may have.

If the Township terminates the Contract, they are entitled to:

- Take possession of all of the work in progress and finish the work by whatever means the Township may deem appropriate under the circumstances.
- Withhold any further payments to the Company until its liability to the Township can be ascertained.
- Recover from the Company loss, damage and expense incurred by the Township by reason of the Company's default (which may be deducted from any monies due or becoming due to the Company, any balance to be paid by the Company to the Township).

24. Contract Cancellation

The Township shall have the right, which may be exercised from time to time, to cancel any uncompleted or unperformed portion of the work or part thereof. In the event of such cancellation, the Township and the Company shall negotiate a settlement.

The Township shall not be liable to the Company for loss of anticipated profit on the cancelled portions of the work.

25. Responsibility

The Township shall not be responsible for any liabilities, costs, expenses, loss or damage incurred, sustained or suffered by any Company prior to, subsequent to, or by reason of the acceptance or the non-acceptance of an RFP save as provided in the Contract. The Township reserves the right to reject any or all RFP's and to waive formalities as the interest of the Township may require without stating reasons, therefore, and the lowest or any RFP will not necessarily be accepted.

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26. Payments

The Company shall invoice the Township monthly, for services and materials provided. The Township shall pay said invoice within thirty (30) days of receipt of the invoice.

The Township shall have the right to withhold, any sum otherwise payable to the Company, such amount as may be sufficient to remedy any defect or deficiency in the work, pending correction of the same.

Invoices shall contain a breakdown of names of employees, sub-contractor hours and rates, hours of work, position, and expenses. The Company shall provide a financial report with each invoice which shall include the following headings: budget (billings), fees (previous billings), expenses, total contract billing approved amount and percent complete.

27. Disbursements

All reasonable and proper expenses incurred by the Company shall be reimbursed without any allowance for overhead and/or profit.

The following costs shall not be reimbursed:

- 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 the Company's proposal)

28. Municipal Freedom of Information and Protection of Privacy Act

Any personal information collected by or on behalf of the Township under this Request for Proposal is subject to the *Municipal Freedom of Information and Protection of Privacy Act*. The information provided to the Township may be used to confirm certain information provided in the submissions for this project. The person submitting this Proposal consents to such collection and use of the information. The person submitting this Proposal acknowledges the Proposal is a public document and that the information contained in the Proposal may become public and consents to the release of that information. By responding to this Request for Proposal, respondents waive any challenge to the Township decision in this regard. Any questions regarding the collection, use, or disclosure of the information should be directed to the Clerk.

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PART "B" – PROJECT INFORMATION

1. Project Overview

The Township” is requesting proposals from qualified Engineering Consultant's to provide structural engineering, water resource engineering and contract administration and construction inspection services for the rehabilitation of two bridges and reconstruction of one structural culvert.

2. General Scope of Work

The general scope of work for the three (3) structures includes:

- Deck Condition Survey (Noonan Side Road Bridge only);
- Hydraulic and Hydrologic Memo (Upper Scotch Line Culvert only);
- Detailed design for the reconstruction of Upper Scotch Line Culvert;
- Detailed design for the rehabilitation of Noonan Side Road Bridge and Glen Tay Road Bridge;
- Engineering services for the Tender Call; and
- Contract Administration and Construction Inspection Services during construction.

For the purposes of this request, please assume that this project can be treated as Schedule A+ under the Municipal Class Environmental Assessment. No Public Information Centres (PIC) are required for this project.

3. Background Information

Noonan Side Road Bridge (ID 15-091)

Noonan Side Road Bridge is located on Noonan Side Road, approximately 1.2 km north of Upper Scotch Line. The structure is a concrete rigid frame cast in place structure that was constructed in 1967 and has an exposed concrete deck. The single span bridge has an overall span of 10.0 metres, overall width of 9.1 metres and roadway width of 7.3 metres. The structure carries two lanes of traffic running north-south with a speed limit of 80 km/hr. The structure currently has no load posting. The anticipated work at Noonan Side Road Bridge includes miscellaneous concrete repairs, concrete overlay, waterproof and pave, and new approach guide rails. No existing drawings or survey data is available for this structure.

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PART "B" – PROJECT INFORMATION

Glen Tay Road Bridge (ID 15-094)

Glen Tay Road Bridge is located on Glen Tay Road, approximately 0.9 km south of County Road 6. The Structure is a slab on CPCI girder structure that was constructed in 1979 and has an asphalt wearing surface. The single span structure has an overall span of 17.5 metres, overall width of 9.75 metres and a roadway width of 7.95 metres. The structure carries two lanes of traffic, running north-south with a posted speed limit of 40 km/hr. The structure currently has no load posting.

The anticipated work at Glen Tay Road Bridge includes miscellaneous concrete repairs, waterproof and pave, replacement of expansion joints and new approach guide rails. No existing drawings or survey is data is available for this structure however a Detailed Deck Condition Survey Report dated September 8, 2015 completed by McIntosh Perry is attached in Appendix 'G' as a separate document.

Upper Scotch Line Culvert (No ID)

Upper Scotch Line Culvert is located on Upper Scotch Line, approximately 1.3 km east of Menzies Munro Side Road. The existing structure is a CSPA structure that was constructed in approximately 1980. The structure has a span of 3.5 metres, length of 17.2 metres and roadway width of 6.7 metres. The structure carries two lanes of traffic, running east-west with a posted speed limit of 80 km/hr.

The existing structure is slated for replacement with a pre-cast concrete structure and new guide rails. The township would prefer to lengthen the structure to allow for the proper shoulder width and improve roadside safety. No existing drawings or survey data is available for this structure.

4. Target Completion Dates

The Company's proposed schedule shall reflect the anticipated start and completion dates for each phase noted below:

Structure	Phase 1	Phase 2	Phase 3
Upper Scotch Line Culvert	June 19 to August 16, 2018	August 16-August 30, 2018	September to October 2018
Glen Tay Road Bridge	August 16, to November 30, 2018	February 2019	July to October 2019
Noonan Side Road Bridge	August 16, to November 30, 2018	February 2019	July to October 2019

Phase 2 and 3 of all three structures are subject to approval by the Township Council.

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PART "B" – PROJECT INFORMATION

5. Terms of Reference

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

- Phase 1: Data Collection and Design
- Phase 2: Tender Call
- Phase 3: Construction

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

Phase 1: Data Collection and Design Phase

- Develop and implement a Site Specific Health and Safety Plan for all field work. The Site Specific Health and Safety Plan shall be submitted to the Township at least one (1) week prior to commencement of field work and be in accordance to relevant legislation including the Occupational Health and Safety Act. The requirements for safety and protection of workers in the field, including personal protective equipment, traffic control and any and all measures required accordingly, is the responsibility of the Company;
- Develop and implement a Traffic Control Plan for all field work. The Traffic Control Plan shall be submitted to the Township at least one (1) week prior to the commencement of field work and must be in accordance with the latest version of Ontario Traffic Manual (OTM) – Book 7;
- Implement the schedule submitted as part of the Proposal, confirming the start-up date and completion date for each phase and a list of deliverables with submission dates to the Township;
- Collect, Review and assess all existing data including past inspection reports, if applicable;
- Carry-out deck condition survey on bridge. (Noonan Side Road Bridge only);
- Carry-out topographic surveys, geotechnical and materials testing on structures;
- Complete hydrologic and hydraulic memo for the Upper Scotch Line Culvert and submit appropriate documents to the Conservation Authority for approval of the proposed pre-cast concrete structure;
- Complete permits required by Conservation Authority and MOECC - Environmental Compliance Approval (ECA), as required;
- Prepare the Contract Documents and specifications for each structure;
- Prepare construction cost estimate and estimated construction schedule;

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PART "B" – PROJECT INFORMATION

Consult with the Township(s) and County for road closures and detours, if required for construction; and

- The Company shall submit one (1) hard copy and (1) electronic copy of all reports, memos, drawings and contract documents to the Township; The drawings shall be stamped/sealed and signed by an Engineer registered in the Province of Ontario. Drawings shall be printed on 24"x34".

Phase 2: Tender Call

- Provide part-time Engineering Services during bidding (5 hours per week) based on a 3-week tender period;
- Provide five (5) hard copies of the "Issued for Tender" Drawings and Specification Package to the Township for Bidders. Drawings shall be printed on 24"x34";
- Receive and reply to questions during tendering, including preparation of addenda(s);
- Review tender submittals to ensure all required project documentation (i.e. bonding, insurance, etc.) was provided by the Bidder;
- Prepare a detailed summary of all the Bidders unit prices; and
- Provide a recommendation on the award of the Contract.

Phase 3: Construction

- Issue "For Construction" Drawings and Specification Package to the Township and the successful Company. One (1) hard copy and one PDF version shall be submitted to the Township and two (2) hard copies shall be submitted to the Company. Drawings shall be printed on 24"x34";
- Provide Engineering Services during construction (20 hours per week) based on an eight (8)-week construction period for the two bridges and a three (3)-week construction period for the culvert.
- Chair construction start-up meetings; provide the agenda and the minutes.
- Take pre-construction photos and provide one (1) copy of all pictures to the Township.
- Advise the Company on the design Company's interpretation of the Contract Documents throughout the construction phase of the project and issue supplementary details and instructions during construction as required;
- Promptly advise the Township of any potential errors or omissions during the course of the construction work;
- Review and check working drawings (shop drawings) and proposed construction methods as warranted to ensure the Company's drawings and methods comply with the design specifications and requirements for the project;

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PART "B" – PROJECT INFORMATION

- Give consideration and advice in respect to alternatives of construction methods or material proposed by the Engineering Company and make appropriate recommendations to the Township;
- Submit weekly construction inspection summary reports (maximum two (2) pages) that will include construction progress, deficiencies, status of traffic control and health and safety concern;
- Arrange for the testing and inspection of materials by an authorized testing and inspection company;
- Chair bi-weekly construction meetings and provide the agenda and complete the meeting minutes;
- Prepare deficiency list and confirm corrective actions required by the Company;
- Maintain as-built drawings during construction and submit a “final” as-built drawing package to the Township. One (1) hard copy and one (1) PDF copy shall be submitted; and
- Prepare monthly progress payment certificates and reports and submit to the Township;
- Review the company’s request for final payment and its compliance to the Ontario Construction Lien Act. Review company’s request for payment of maintenance holdback at the end of the maintenance period; and
- Advise on the validity of changes for additions or deletions and issue change orders when directed.

6. Project Management

The Company is expected to actively manage the project and is responsible to ensure the project is completed in accordance with the 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:

- Coordinating the work of the Company and any Sub-Contractor;
- Provide regular and as-requested updates to the Township on the status of the project; and
- Prepare, and submit together, invoices, progress reports and Monthly Status Reports to the Township’s satisfaction.

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PART "B" – PROJECT INFORMATION

7. Applicable Standards, Specifications and Guidelines

The engineering assignment shall be carried out in accordance with the Canadian Highway Bridge Design Code CSA-S6-14 and Exceptions to the Canadian Highway Bridge Design Code CSA-S6-14 for Ontario – January 2016.

Other applicable standards, specifications and guidelines shall include but not limited to the following:

- Ontario Structure Rehabilitation Manual;
- Ontario Provincial Standards (OPSS and OPSD);
- Ontario Traffic Manual Temporary Conditions, Book 7 (latest edition)
- MTO Drainage Management Manual;
- MTO Highway Drainage Design Standards;
- TAC Design Guidelines; and
- Ontario Structural Financial Analysis Manual.

8. Project Reporting

Sean Ervin, Public Works Technologist, will be the key contact person for this project, once the Contract has been awarded:

Mailing Address: 217 Harper Road
Perth, Ontario K7H 3C6
Telephone: (613) 267-5353 ext. 127
Email: technologist@tayvalleytp.ca

9. Major Stakeholders

The following are major stakeholders for this project:

- The Corporation of Tay Valley Township;
- The Corporation of the County of Lanark;
- Rideau Valley Conservation Authority;
- Fisheries and Oceans;
- Local Residents and Communities;
- Student Transportation of Eastern Ontario (STEO);
- Railway Companies;
- Ministry of Transportation, Ontario;
- Ministry of Natural Resources and Forest;
- Canada Post; and
- Hydro One.

Additional stakeholders may be identified during the course of this project.

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PART "C" – PROPOSAL EVALUATION

1. Submission Instructions

This RFP is to be divided into two components - Proposal and Financial.

The Bidder shall submit, in one sealed package, two (2) hard copies of each component in separate documents. The submissions shall also include one electronic copy, in PDF format, of both components saved as separate files.

Bidders are required to prepare their submission as follows:

Component 1 – Proposal

Shall be a response to Part “B” – Project Information including any appendices, a cover letter and a table of contents. The proposal shall not exceed eight (8) single-sided letter size pages in a minimum 12-point font including spreadsheets, which can be submitted in 11 x 17 format and shall count as one (1) page. Appendices such as detailed résumés and level of effort tables (excluding prices) may also be included and do not count towards the maximum number of pages. Component 1 shall also include the following as appendices:

1. Appendix “A” – Declaration
2. Appendix “C” – Bidders Checklist
3. Appendix “G” – Accessibility Declaration
4. Health and Safety Policy – 2018
5. WSIB Clearance

Component 2 - Financial

Shall be the Bidder’s Financial offer and should correspond with the Bidder’s proposed schedule and each phase of the project. This section shall provide a breakdown of costs for each phase and contain the following:

1. Appendix “B” – Financial
2. Deposit Cheque
3. Appendix “D” – Deposit Cheque – Method Of Return

It is requested that pricing information not be included within Component 1 of the submission.

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PART "C" – PROPOSAL EVALUATION

2. Evaluation and Selection Methodology

Proposals will be evaluated in accordance with the steps identified below. Bidders are required to address each requirement in sufficient depth in their submission to permit a full evaluation of their Proposal. The onus is on the Bidder to demonstrate that it meets the requirements specified in this RFP.

The Township will evaluate the submission solely on the documentation provided as part of the Proposal. References in the submission to additional information not submitted as part of the Proposal, such as a website address where additional information can be found, will not be considered in the evaluation of the Proposal.

Assessment of the Proposal submissions will commence after the RFP closing date.

3. Conduct of Evaluation

In conducting its evaluation of Proposals, the Township may, but will not be obligated to do the following:

- seek clarification or verification from the Bidder regarding any or all information provided by them with respect to this RFP;
- contact any or all references supplied by the Bidder to verify and validate any information provided by them;
- request specific information with respect to the Bidder's legal status;
- conduct a survey of the Bidder's financial capabilities to determine if they are adequate to meet the requirements of this RFP.

Bidders will be given a specific number of days by the Township to comply with any request related to any of the above items. Failure to comply with the request may result in the Proposal being declared non-responsive.

4. Evaluation Team and Process

An evaluation team comprised of Township staff will review all Proposals received and score the Proposals using a consensus approach in relation to the requirements and points that are identified herein. The Township reserves the right to engage professional external or subject matter experts to assist with the evaluation process.

By submitting a Proposal, the Bidder agrees to be bound by the process set out in this RFP regarding the evaluation of Proposals.

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PART "C" – PROPOSAL EVALUATION

Step	Evaluation Stage Description	Weighting
1	Evaluation against Rated Requirements	70
2	Evaluation of Financial Offers	30
	Total Points Available	100

The following must be provided in the Proposal for Consideration:

Staff Qualifications	Pass/Fail
Project Schedule	Pass/Fail
Completed Declaration (Appendix "A")	Pass/Fail
Health and Safety Policy (Part "A" - #10)	Pass/Fail
WSIB Certificate of Clearance (Part "A" - # 10)	Pass/Fail
Accessibility Declaration (Part "A" - # 11)	Pass/Fail
Financial Appendix "B"	Pass/Fail
Warranty Contact Information (Part "A" - # 22)	Pass/Fail
Deposit and Method of Return Form (Part "A" - # 8 & Appendix "D")	Pass/Fail

**THE CORPORATION OF TAY VALLEY TOWNSHIP
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PART "C" – PROPOSAL EVALUATION

Step 1 – Evaluation Against Rated Requirements (70 points)

Proposals will be evaluated and scored in accordance with the rated requirements of this RFP and the following Scoring Guide:

Detailed Work Plan Evaluation	Point Allocation
Firm's Qualifications and Experience on Similar Assignments.	10
Project Team's Experience	10
Project Understanding and Approach	15
Work Plan, Methodology and Quality Assurance Plan	20
Project Schedule	15
TOTAL:	70

Bidders are required to achieve a minimum of 49.0 (70%) on the overall rated requirements. Failure to achieve the minimum score will render a Proposal non-responsive and will be given no further consideration.

Step 2 – Evaluation of Financial Proposals (30 points)

Only Proposals meeting all the requirements detailed in Step 1 will be considered at this point.

Proposals will be evaluated for the "Proposal Fee" portion based on the following:

The lowest fee proposed shall be awarded the full amount of points available for the fee portion of the evaluation (30). All higher fees proposed shall be awarded points, rounded to the closest full point for the portion of the evaluation by the following:

$$\text{Awarded Price Points} = \left(\frac{\text{Lowest Proposal}}{\text{Evaluated Proposal}} \right) \times \text{MAX POINTS (30)}$$

For example: if the low fee is \$100,000, 2nd low fee is \$120,000 and 3rd low fee is \$200,000 their respective scoring would be as follows:

- a) The Bidder with the low fee of \$100,000 would be awarded 30 Points.
- b) The Bidder with the 2nd low fee of \$120,000 would be awarded points as follows:

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PART "C" – PROPOSAL EVALUATION

$$\begin{aligned} \text{Awarded Price Points} &= \left(\frac{\text{Lowest Proposal}}{\text{Evaluated Proposal}} \right) \times \text{MAX POINTS (30)} \\ &= \left(\frac{\$100,000}{\$120,000} \right) \times 30 \\ &= 25 \end{aligned}$$

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

$$\begin{aligned} \text{Awarded Price Points} &= \left(\frac{\text{Lowest Proposal}}{\text{Evaluated Proposal}} \right) \times \text{MAX POINTS (30)} \\ &= \left(\frac{\$100,000}{\$200,000} \right) \times 30 \\ &= 15 \end{aligned}$$

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

Step 3 – Due Diligence

The Township, at its sole discretion, may conduct a due diligence phase to review the certainty, reasonableness and comprehensiveness of a Proposal. The Township may seek clarification of any of the elements contained in the Proposal and contact the project references in order to confirm the information provided. Bidders are expected to cooperate in providing clarification on any of the components of their Proposal. Proposals that fail to satisfy the due diligence phase shall not be given any further consideration.

Bidders may be required, and shall diligently do so if requested by the Township, to furnish supplemental information concerning their Proposals. Generally, diligently shall mean within 48 hours of such notice given by the Township.

Step 4 – Selection of Successful Bidder

The evaluation team intends to recommend Proposals for authorization on the basis of "best value" to the Township, as determined by Proposals having met and passed all the preceding steps, meaning:

- achieves an overall evaluation score which meets or exceeds the Rated Requirements threshold, as outlined in Step 1;
- have passed the Financial Offer evaluation, as outlined in Step 2;

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PART "C" – PROPOSAL EVALUATION

- scored the highest awarded points after adding the points awarded in Step 1 to the points awarded in Step 2 and,
- have passed the Due Diligence evaluation, as outlined in Step 3.

Step 5 – Award

Following the selection of a Successful Company, authorization of the Contract will be made in accordance with the provisions of the Township's procurement Policy.

Step 6 – Debriefing

Bidders are entitled to request a debriefing from the Township of how their submission was evaluated. Debriefing sessions will be scheduled by the Project Manager following Step 5 of the evaluation process. Debriefing sessions shall be conducted for the sole purpose of providing constructive and instructive feedback to a Bidder. A debriefing session will only involve a review of how the Township considered and evaluated a particular Bidder's Proposal and will not include disclosure of any aspects of the Township evaluation of other Proposals received from other Bidders.

5. Presentations

One or more Bidders may be selected from the Requests for Proposals received for an interview/presentation session prior to making a final selection.

If required, interviews or presentations will be scheduled in mid June.

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APPENDIX “A” – DECLARATION

1. I, _____, of _____,
DECLARE that no person, firm or Corporation, other than the one whose signature or the signature of whose proper officers and seal is or are attached below, has any interest in this submission or in the Contract proposed to be taken.
2. **I FURTHER DECLARE** that this proposal is made without any connections, knowledge, comparison of figures or arrangement with any other company, firm or person making a submission for the same project and is in all respects fair and without collusion or fraud.
3. **I FURTHER DECLARE** that no member of the Township Council, or any Officer of The Corporation of Tay Valley Township is or will become interested, directly or indirectly, as a contracting party or otherwise, in the performance of the Contract, or in the supplies, work or business to which it relates or any portion of the profits thereof, or any such supplies to be used therein or in any of the monies to be derived therefrom.
4. **I FURTHER DECLARE** that several matters stated in the said proposal are in all respects true.
5. **I FURTHER DECLARE** that I have carefully examined the Request for Proposal document, and hereby acknowledge the same to be part and parcel of any contract to be let for the project therein described or defined and do all the work and to provide the services for the prices stated.
6. **I FURTHER DECLARE** that I have a clear understanding of all the work involved in this contract.
7. **I FURTHER DECLARE** that this offer is to continue open to acceptance until the formal contract is executed by the successful Company for the said project OR for a period of sixty (60) days after the closing date, whichever first occurs and that the Township may, at any time, within that period, without notice, accept this Submission whether any other Submission has been previously accepted.
8. **I FURTHER DECLARE** that the awarding of the contract based on this Request for Proposal by the Township shall be an acceptance of this Proposal.
9. **I FURTHER DECLARE** that in the event of default or failure on our part, that the Township shall be at liberty to advertise for new Requests for Proposals, or to carry out the works in any other way they deem best, and I also agree to pay to the said Township the difference between this Request for Proposal and any greater sum which the said Township may expend or incur by reason of such default or failure or by reason of such action as aforesaid, on their part, including the cost of any advertisement for new Request for Proposals; and to indemnify and save harmless the said Township and their officers from all loss, damage, cost charges and expenses which they may suffer or be put to by reason of any such default or failure on our part.
10. **I FURTHER DECLARE** that Addendum/Addenda No. _____, inclusive, has/have been received, and that all changes specified in the Addendum/Addenda have been included in the prices submitted.

Witness

Signature

Date

Name of Company

E-mail Address

Address

Name of Signing Authority for
Contract (Please print)

Telephone

**THE CORPORATION OF TAY VALLEY TOWNSHIP
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APPENDIX “B” – FINANCIAL

The Bidder offers to provide the services noted within this Proposal package and identified tasks, and as further detailed in the Company’s proposal, to the acceptance of the Township for the following Upset Cost Limit.

Year: 2018			
Phase:	Professional Fees	Disbursements	Total Cost (excluding HST)
Phase 1	\$ _____	\$ _____	\$ _____
Phase 2	\$ _____	\$ _____	\$ _____
Phase 3	\$ _____	\$ _____	\$ _____
SUBTOTAL 2018 (A)			\$ _____
Year: 2019 (PROVISIONAL)			
Phase:	Professional Fees	Disbursements	Total Cost (excluding HST)
Phase 2	\$ _____	\$ _____	\$ _____
Phase 3	\$ _____	\$ _____	\$ _____
SUBTOTAL 2019 (B)			\$ _____
TOTAL PROPOSAL PRICE (A+B)			\$ _____

In addition to this summary, the Bidder is required to provide a detailed price breakdown by major tasks with the proposal, by structure. The breakdown should include the specific activities planned, the timing and associated level of effort by individual or classifications.

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APPENDIX “C” – BIDDERS CHECKLIST

To be submitted as part of the RFP.

1. Completed Declaration (Appendix “A”)
2. Completed Deposit Cheque – Method of Return – Form 4 (Appendix “D”)
3. Deposit 10% – Part “A” (#22)
4. Warranty Contact Information – Part “A” (#17)
5. 2018 Health and Safety Policy – Part “A” (#20)
6. WSIB Certificate of Clearance – Part “A” (#20)
7. Accessibility Declaration – Part “A” (#21)/Appendix F

To be submitted upon contract award.

8. Insurance Requirements – Part “A” (#13)

**THE CORPORATION OF TAY VALLEY TOWNSHIP
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APPENDIX “D” – DEPOSIT CHEQUE – METHOD OF RETURN

Please complete this form indicating your preference for returning your deposit.

The Company will **pick up** the deposit.
Township Staff will notify the Company when the cheque is available for pick-up.

If you are selecting this option, if possible, please provide the name of the representative who will pick up the cheque.

Name: _____

Send cheque by **Purolator Courier**.
Note: courier charges will be the responsibility of the Company.
My Purolator Account #: _____

Send cheque by **Regular Mail**.
Company Name: _____

Signature of company representative

Date: _____

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APPENDIX “E” – RFP LABEL

To help identify your RFP, please cut out the label below and affix this label to the outside of your RFP Envelope:

THE CORPORATION OF TAY VALLEY TOWNSHIP REQUEST FOR PROPOSAL ENGINEERING SERVICES REHABILITATION OF BRIDGES AND CULVERT	
The Corporation of Tay Valley Township 217 Harper Road, Perth, Ontario K7H 3C6	
Attention:	Amanda Mabo, Clerk
Telephone:	613-267-5353 ext. 130
Toll Free:	1-800-810-0161
Fax:	613-264-8516
E-mail:	clerk@tayvalleytwp.ca
CONTRACT NUMBER:	CLOSING TIME/DATE:
2018-PW-007	1:00 PM June 7th, 2018
YOUR COMPANY'S NAME AND ADDRESS:	



Use the above label for your envelope when you submit your RFP Document.

THE CORPORATION OF TAY VALLEY TOWNSHIP
REQUEST FOR PROPOSAL
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APPENDIX “F”- ACCESSIBILITY EXAMPLE

[COMPANY LETTERHEAD]

To: The Corporation of Tay Valley Township

From: [Company Name]

[DATE]

[CONTRACT NUMBER, CONTRACT TITLE]

Re: Declaration of Compliance – Accessibility of Ontarians with Disabilities Act (AODA)

Please accept this letter as confirmation [COMPANY NAME] is in compliance with the Accessibility of Ontarians with Disabilities Act and its regulations

[SIGNATURE]

[NAME]

[POSITION]

[CONTACT INFORMATION]

[COMPANY]

**THE CORPORATION OF TAY VALLEY TOWNSHIP
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APPENDIX “G”

GLEN TAY ROAD BRIDGE DETAILED DECK CONDITION SURVEY REPORT

By McIntosh Perry, Dated September 8th, 2018
(attached as a separate document)