



Kagawong Waterfront Improvements- Phase One Engineering Design Request For Proposals

Prepared for: The Corporation of The Township of Billings, C/O; Kathy McDonald: CAO/
Clerk

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July 13, 2018

RFP No: 2018-05

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INTENT

The Corporation of The Township of Billings “The Township” is seeking an Engineering Design Consultant “The Proponent” to complete an engineered design plan for the Phase One of the rehabilitation and improvements of the Municipal marina and associated waterfront area in the village of Kagawong based on selected recommendations put forth through a report titled ‘*Master Plan Kagawong Waterfront Improvement Project*’, available at The Township website, “The Master Plan”.

The Township will determine the winning Proponent through a points-based evaluation process of qualified proposals received before and up to the RFP closing date.

BACKGROUND

The Township has completed a preliminary study of the waterfront district of Kagawong in 2015, The Master Plan. The village of Kagawong is one of five (5) marina operations located on Manitoulin Island in the centre of the popular boat cruising area of the North Channel and the only location with a shallow draft marina (Small Craft Basin) providing small boat slips. The preliminary study includes class “D” opinion of costs to complete suggested rehabilitation and improvements throughout the waterfront district. Through a multi-phased program, The Township is proceeding with mitigation efforts to address the deteriorated and dated waterfront district.

SCOPE OF WORK

The Waterfront Upgrade Project - Phase One, is intended to address existing marina rehabilitation including the existing marina dock and Small Craft Basin. Included in Phase One will be the expansion of the Small Craft Basin as described and recommended in The Master Plan, along with improved pedestrian and vehicular access connecting the waterfront district.

TERMS OF REFERENCE

The Engineering Consultant chosen for the task is to demonstrate through their proposal a clear development of a complete Engineer Approved detailed design of the following recommended activities from The Master Plan, but not limited to;

- Structural Investigations of existing marina dock facility and detailed design of Steel Sheet Piling and Tie Back Systems.
- Existing Small Craft Basin rehabilitation and improvements including electrical lighting and servicing design.
- Sanitary systems design including boat pump out system, force main sewer and treatment facility capable of expansion in order to accommodate existing buildings and future building concept designs.
- Land-side improvements including existing Small Craft Basin boat launch area access and relocation of parking area.
- Pedestrian Integrated design, including active transportation alternatives ensuring compliance to the Accessibility for Ontarians with Disabilities Act (2005) (AODA).
- Utility relocates if required.

The following deliverables in the specified format are to be provided by The Proponent:

- CADD software for deliverables to be used is an AutoCAD platform including digital design files in a .dwg format.
- 3 sets 24x36 (full size) of complete design drawings and details.
- Complete set of prepared construction tender documents and cost estimates.

PROCUREMENT TIMELINE

RFP release date: July 13, 2018

Site Inspection/Registration deadline: July 26, 2018

Submission deadline: August 10, 2018

Award of contract: August 16, 2018

Project design completion: December 31, 2018

SUBMISSION DEADLINE

To receive consideration, Proponents are required to register with the project contacts, listed below, no later than **July 26, 2018.**

Proposal submissions to this RFP must be submitted no later than **12:00 pm August 10, 2018.**

Three bound original copies, and one electronic copy contained on a portable memory device shall be directed to the following:

Kathy McDonald

CAO/Clerk

Township of Billings

15 Old Mill Rd.

PO Box 34

Kagawong, ON, Canada

P0P 1J0

PROJECT CONTACT INFORMATION

Proponents are encouraged to obtain a clear understanding of the requirements prior to submission. Those wishing to participate will at all times be responsible for notifying the contacts listed below, in writing, of any errors or omissions contained within the submitted documents. The Township will provide written responses to all inquiries received.

All requests for information must be addressed in writing and received by the request for information deadline. Requests are to be sent to the project contacts as listed below.

Kathy McDonald

CAO/Clerk

Township of Billings

email: clerktreasurer@billingstwp.ca

P: (705)-282-2611 ext 223

15 Old Mill Rd.

PO Box 34

Kagawong, ON, Canada

P0P 1J0

Dejan Kovacev

Engineering Technologist

Seven Rock Technology

email: 7rocktech@gmail.com

P: (226)-338-4442

361 Main St.

PO Box 1034

Kagawong, ON, Canada

P0P 1J0

SITE INSPECTIONS

Proponents wishing to submit a proposal for the intended project must register and attend a site inspection on the designated date. The site inspection tour will begin at **9:00am July 26, 2018**. Attendees are to meet at The Township's Administration Building located at 15 Old Mill Rd.

Please register for the site inspection by email to the project contacts.

WITHDRAWALS AND AMENDMENTS OF PROPOSALS

Any submitted proposal may be amended or withdrawn by the registered applicants at any time prior to the closing date set by The Township and must be directed to the project contact.

CONSULTANT REQUIREMENTS

- The Proponent is responsible for protecting the site from potential damage and shall be responsible for any damages on site which occur as a result of the proponent's work while carrying out the assessment.
- The Proponent will be responsible for coordinating all work schedules with The Township Engineering Support Consultant.
- The Proponent's personnel are to have knowledge of and abide by Ontario Occupational Health and Safety Regulations.
- The Proponent is responsible, at their own expense, for obtaining all necessary permits, licences and insurance and must provide the Township with a WSIB Clearance Certificate before work begins.
- The Proponent must provide a Certificate of Insurance for minimum coverage of two million dollars (\$2,000,000) naming The Township as insured parties.

SUBMISSION REQUIREMENTS

Proponents must follow the proposal format outlined below. Additional information thought to be relevant, beyond the categories listed below, should be provided as an appendix to the proposal. Failure to comply with these requirements may result in a rejected proposal.

1. LETTER OF TRANSMITTAL

Provide a Letter of Transmittal, or covering letter, dated and signed by an official authorized to negotiate and make commitments on behalf of the company. The letter should indicate contact name, title and telephone number of the individual who can provide any required clarification with respect to your proposal.

2. COMPANY INFORMATION

- Name
- Address
- Telephone
- Email address
- Key Contact
- Website
- Description of Company's business
- Summary Information on the company's track-record and accomplishments.

3. COMPANY PROFILE/SERVICE

Proponents are to provide a company profile, indicating time in business, location of Ontario office, and other information that may be deemed appropriate.

4. SUBCONTRACTING ARRANGEMENTS

It is anticipated that some companies may not be able to address the full project requirements on their own. Such companies are encouraged to combine their resources with

those of other companies. In those cases, it is mandatory that the response to this RFP be submitted in the name of one of the proponents that will act as the prime consultant.

In such cases, please provide details regarding the participation of each firm, the management structure of the team, and the relationship between firms. Each participating firm is required to meet the aforementioned requirements.

5. TIMELINE

Indicate expected delivery timeline. The Proponent should define the timeline from the start of the project to completion in terms of consecutive business days.

6. REFERENCES

Provide a minimum of three (3) references to whom you have provided similar services within the past ten (10) years, including the name and address of the company, and the name, title, email and phone number of the contact persons. Describe as clearly as possible how the services provided to these references are similar to the services proposed for the Township including a description of the nature of the work, size and complexity of projects.

7. COMMENTS

List any suggestions or proposed deviations from the Services Requirements. If you have suggestions for increased value or improvements, please provide details.

8. PROJECT MANAGEMENT OUTLINE

Proposals should be clear about the Proponent's planned scope of work. An implementation plan, which outlines key dates, activities and responsibilities, is required as part of the submission. Proponents should be clear about their expectations regarding The Township's involvement in the project management outline.

9. COST PROPOSAL

- All prices proposed must be in Canadian currency

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- Provide a total cost for the project with supporting details that include unit pricing and breakdown of major components.
 - List cost options or alternatives for any suggestions or proposed deviations from the project requirements.
 - Detailed mark-ups for disbursements, travel costs, and any other miscellaneous costs that may be expected.
 - List all taxes separately.
 - Include all services indicated previously in this RFP.

10. CONFLICT OF INTEREST

Verification that the Proponent is not working for any client or engaged in any activity that may result in a conflict of interest situation is required. Each Proponent and subcontractor must make full disclosure of any conflicts of interest. Disclosure, if any, must be made in writing and accompany the Proponent's proposal submission.

EVALUATION OF SUBMISSIONS

Note: The lowest cost or any other proposal will not necessarily be accepted.

The selection committee will consist of representatives from The Township staff and council along with the engineering support consultant. Submissions will be evaluated based on the following criteria and point system.

EVALUATION CRITERIA

POINT EVALUATION CHART

SCORING CRITERIA	AVAILABLE POINTS	CONSULTANT SCORES
Consultants understanding of requirements and overall proposal quality	15	
Project approach, methods, and work plan	25	
Project estimated costs, timeline and value for services	25	
Project team experience, company history and profile	20	
References	15	
Total	100	

All proposal submissions must address the RFP response requirements and the terms and conditions stated in this RFP. Any Proponent taking exception to any of the RFP response requirements and/or any terms and conditions will be evaluated accordingly.

The Township will evaluate proposals and will select the proposal that best meets its interests.

The Township will be the sole judge of their own best interests, the proposals, and the resulting contract. The decision made by The Township is final.

AWARD

The contract will be awarded in accordance with the following conditions:

- Selection of the successful Proponent will be based on the proposal that provides the best value for the township. The lowest or any proposal will not necessarily be accepted.
- The Township may request a presentation from one or more proponents.
- The Township reserves the right to award the contract in whole or in part, to one or more proponents based on their submissions, or reject all submissions.
- Any award resulting from this RFP is subject to the successful completion of a contract between The Township and the successful Proponent.
- The successful Proponent shall require its employees and agents to comply with all health and safety rules and regulations on Township premises.
- The successful Proponent is responsible, at their own expense, for obtaining all necessary permits, licences and insurance.
- The successful Proponent shall indemnify and hold harmless The Township, its employees, servants and/or agents from all claims arising from the negligence of the Proponent, their employees, servants, and/or agents.

TERMS AND CONDITIONS

All terms and conditions of this RFP are deemed to be acceptable by the responding company and incorporated by reference in their proposal, with the exception of those expressly challenged by the responding company in their proposal.

Proposals shall remain valid for ninety (90) days after the date of proposal submission prescribed by The Township.

The Township will not be responsible for any cost incurred in the preparation and submission of the proposal.

All proposals and accompanying documentation received under this proposal will be the sole property of The Township and will not be returned.

Proposals submitted shall be final and may not be altered by subsequent offerings, discussions, or commitments unless the Proponent is requested to do so by The Township.

Should The Township determine that all of the proposals submitted are non-compliant, or none of the proposals meet the goals of the project, The Township may carry out a process whereby all Proponents are allowed the opportunity to correct their proposal without a change in pricing.

Proponent presentations may be requested at The Township's sole discretion, if necessary, to provide The Township with a final opportunity to gain additional, or more detailed, information about the proposed services. New services cannot be brought forward during the presentation.

Should the successful Proponent's performance be deemed unacceptable, The Township reserves the right to cancel any agreement under this proposal with thirty (30) days' notice.

Proponents are strictly prohibited from making public announcements or issuing news releases regarding this RFP, any subsequent award or contract, any information disclosed by The Township during the RFP process, or any information, documentation or opinion

disclosed by The Township or created through the scope of work associated with this award without prior approval, in writing, provided by The Township.

Proponents shall not undertake an assignment that actually or potentially creates a conflict of interest with the provision of the services without disclosing the conflict of interest or potential conflict of interest to The Township.

Proposals that are not signed will be rejected. Signing of proposals shall be in the form set out in the Proposal Form (Appendix A), which shall be attached to the proposal. If the proponent of a proposal is an incorporated company, the proposal must be executed by the signing officer(s) of the company with the company seal placed beside the signature(s). If the proponent is not an incorporated company, the proponent must sign his or her own name in the presence of a witness who should then sign beside the proponents.

The Proponent is required to sign Appendix B, Irrevocable Offer. The Township will sign Appendix C of the successful proponent's RFP and this shall constitute a binding contract between the Proponent and The Township.

Each Proponent warrants that they have the experience, training and equipment to ensure all work performed under the proposal is done safely and in accordance with all applicable health and safety legislation and that they have control over the workplace and are fully responsible for the health and safety of all employees and others present on the site. Each Proponent also acknowledges that The Township is relying on this warranty in its decision to award the proposal to the Proponent.

This RFP, each submission and the project itself are each subject to the provisions of all applicable laws, including:

- The Municipal Freedom of Information and Privacy Act, RSO 1990, CM54
- Occupational Health and Safety Act, R.S.O. 1990, c.0.1.
- Ontarians with Disabilities Act, 2001, S.O. c.32, section 13 of the statute which states: "In deciding to purchase goods or services through the procurement process for the use of

itself, its employees or the public, council of every municipality shall have regard to the accessibility for persons with disabilities to the goods or services.”

- Accessibility Standards for Customer Service, Ontario Regulation 429/07, made under the (AODA) Accessibility for Ontarians with Disabilities Act, 2005 applies to provide goods and services on and after January 1, 2012.

Each Proponent is deemed to expressly declare and warrant in the proposal that;

- The prices in this proposal have been arrived at independently from those of any other Proponent.
- The prices in this proposal have not been knowingly disclosed by the Proponent, and will not knowingly be disclosed by the Proponent prior to award, directly or indirectly, to any other Proponent or competitor.
- This proposal is in all respects fair and without collusion or fraud.
- All materials and/or services proposed to be supplied to The Township conform in all respects to the standards set forth by federal and provincial agencies.
- Is competent to perform the work described in this RFP.
- Has the necessary qualifications, including knowledge, skill and experience to perform the work together with the ability to use those qualifications effectively for that purpose.
- Shall supply everything necessary for the performance of the work/works.
- Shall carry out the work in a diligent and efficient manner.
- Ensures the work is of proper quality, material and workmanship; is in full conformity with the specifications; and meets all other requirements of this RFP and any subsequent proposal.

The Proponent waives all rights of lien which might arise in relation to any proposal from this RFP.

The Proponent has and follows a health and safety plan for employees and representatives who will be present on the property of The Township as part of any proposal arising from this RFP.

The Proponent confirms that the price proposed is an upset limit above which The Township is not required to pay and that, where there is uncertainty as to the price proposed, the unit price shall govern.

Proposals made in response to this Request for Proposals constitute offers which The Township may or may not accept on its sole discretion. The Township further reserves the right to accept or reject any or all proposals or parts of proposals, to order additional units at the price submitted, or to accept any proposal considered in its best interest, and to request re-proposals on the required materials and/or services. The Township also reserves the right to waive irregularities and technicalities and to do so at its sole discretion. The Township further reserves the right to award the proposal on a split-form basis, lump-sum or individual item basis, or such combination as shall best serve the interests of The Township in the opinion of The Township. The Township reserves the right to include consideration of any outstanding claims against or by The Township, any record of poor performance with The Township and the appropriateness of any key personnel in evaluation of any proposal and to reject any proposal based on record of past poor quality of service, claims and disputes or difficulties related to proceedings in completed past projects of The Township.

Each submission of a signed proposal is deemed an irrevocable offer, which may be subject to negotiation. Upon reaching acceptable terms, responsibilities and specifications, as required by The Township, a formal contract may be entered into. Notwithstanding anything contained in the contract to the contrary, The Township may, at any time prior to the completion of the services terminate this contract by giving thirty (30) days written notice to the Proponent. Upon a termination notice being given, the Proponent shall immediately cease services in accordance with and to the extent specified in the notice. In the event of a termination notice being given in accordance with this contract, the Proponent shall be

entitled to be paid, to the extent that costs have been reasonably and properly incurred for purposes of performing the services and for which the Proponent has not already been paid or reimbursed by The Township.

Unless otherwise agreed, should The Township enter into a contract relating to the project, the Proponent shall agree to hold The Township harmless from any or all liability, claim, (including damages, fines, insurance adjuster's fees and legal costs on a full recovery basis), loss, expense, action or suit arising from the Proposal. Independent of any steps taken by The Township, it shall be the Proponent's responsibility to investigate and handle any and all third-party claims arising from the project in a professional manner, within 30 days of receipt, and provide a copy of the response to The Township.

In cases of dispute as to whether or not deliverables meet the requirements of The Township, the decision of such agent as The Township shall appoint will be final and binding.

Unless otherwise agreed, should The Township enter into a proposal relating to the project, the other contracting party shall not, without written consent of The Township, assign or subcontract any aspect of the project or the deliverables.

All materials supplied under this contract shall be fit for the use specified in the governing documents whether or not detailed specification on the various components are not set out in the documents.

The failure of either party at any time to require performance by the other party of any provision hereof shall in no way affect his right thereafter to otherwise enforce such provision or to seek damages for the breach thereof.

All Proponents, including those outside the Province of Ontario, agree that the rights of all parties shall be governed by the laws of the Province of Ontario and that the venue for dispute shall be within the Province of Ontario. Proponents must be able to demonstrate their ability to perform the work under the law of the Province of Ontario and provide such security as might be required and enforceable under the law of the Province of Ontario.

Neither party shall be held responsible for any remedy arising from delay or failure to perform obligations under this RFP or the project when such delay or failure is due to fires, strikes, floods, acts of God or the Queen's enemies, lawful acts of public authorities, or delays or defaults caused by common carriers, which cannot be foreseen or provided against.

The submission of a proposal shall be deemed conclusive proof that the Proponent has satisfied itself as to all the requirements set out in the RFP, all the conditions which may be encountered, what materials and/or services he/she will be required to supply, or any other matter which may enter into the carrying out of the project. No claims will be entertained by The Township based on the assertion by the Proponent that it was uninformed as to any of the requirements of the proposal.

In case of a default of performance of the project, The Township reserves the right to transfer the project to another source. All additional expenses arising from such transfer will be charged to the original Proponent and are due forthwith.

Title and intellectual property interest (IP) to the work described in the RFP and any part thereof vests in The Township upon delivery and acceptance thereof by or on behalf of The Township. The risk of loss or damage to the work/works or part thereof so vested shall remain with the successful Proponent until its delivery of the work in full. Any vesting of title or IP shall not constitute acceptance by The Township of the work/works and shall not relieve the successful Proponent of its obligation to perform the work/works. The successful Proponent shall indemnify and save harmless The Township and its employees and agents against any claim, action, suit or other proceeding for any payment or enforcement of any right or remedy that results from or is alleged to result from the creation of or provision of the work/works or the use or disposal of anything furnished in relation to the work/works.

Any successful Proponent shall be required to provide Professional Liability Insurance and Commercial General Liability Insurance, structured on a "per occurrence" basis, and motor

vehicle liability, in the amount of no less than two million (\$2,000,000.00). WSIB coverage shall be provided as required by or available under law. Additional insurance may also be required, depending on the nature of bids submitted. Policies shall be in a form satisfactory to The Township and shall be kept in full force during the complete period. The Township shall be named as an additional Insured on the Commercial General Liability policy, and any successful proponent shall provide evidence of all insurance coverages required by The Township and a WSIB Insurance certificate before The Township shall enter into a contract in relation to this Request for Proposal.

Any successful Proponent shall enter into a legally binding contract with The Township. Where any breach of the terms of that contract should occur, The Township shall review all legal remedies available to it and use any appropriate remedies to protect the interest of The Township, including law suit or application before the appropriate court or tribunal. All Proponents in response to this RFP hereby acknowledge and attorn to the jurisdiction of the choice of The Township in any such legal process.

At the time the RFP's are opened the name of each Proponent will be released and the pricing. Proposals will be reviewed by committee and a recommendation will be made to council at a subsequent meeting.

CONFIDENTIALITY

The Township anticipates Proponents may wish to treat certain elements of their submissions as confidential or proprietary and are reminded that Freedom of Information Requirements may afford rights of production or inspection at the application of third parties. Furthermore, the contract entered into by the successful Proponent(s) may be available for inspection by members of the public.

All proposals will be kept confidential during the evaluation phase.

Appendix A

PROPOSAL FORM

The Corporation of The Township of Billings, Request for Proposal for Transportation Engineering Design of Main Street ROW Improvements.

Note: Failure to provide the complete Form of Proposal, submitted as an original document, complete with original authorized signature(s), at time of proposal closing, will result in the proposal submission being disqualified and not considered for award. Copies of this schedule shall be included in all copies of Proposals prepared for the Township.

TENDER NUMBER: 2018-05

The Proponent has carefully examined the conditions and specifications attached and referred to in this contract, and has examined the site and work locations and understands and accepts the said conditions and specifications, and for the prices set forth in this tender, hereby offers to furnish all labour, equipment and materials, except as otherwise specified in the contract, to complete the work in strict accordance with said conditions and specifications.

Proponents must complete this form and include with the proposal submission. Please ensure all information is legible:

- Company Name
- Bidder's Contact Individual
- Address (include Postal Code)
- Office Phone Number
- Cellular Phone Number
- Fax Number
- E-Mail Address
- Website

I/We hereby submit the attached proposal documents to satisfy the requirements as described in this proposal issued by The Township.

I/We agree that we have reviewed and understood the proposal documents and I/We are capable and qualified to perform the requirements of the contract and enter into a legal agreement with The Township in regard thereto and where the proposal is submitted by a corporation, it shall be signed and duly authorized officer of the company. Should the proposal be submitted by a partnership or proprietor, it shall be signed by the partners or owner.

It is also agreed that, upon acceptance in writing by The Township, the proposal documents need to be signed by The Township and become the "Agreement for the performance of the work" between the Contractor and the Township.

I/We agree that this offer shall be irrevocable from the time the proposals are opened and for a period of **90** calendar days.

I/We (the Proponent) promise to perform the work without undue delay and complete the project by **December 31, 2018.**

The Proponent offers to provide the services detailed within the proposal package to the acceptance of The Township for the following upset cost limit.

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

Professional Fees: \$ _____

Disbursements: \$ _____

Total Upset Cost Estimate: \$ _____

Method of Payment:

Monthly payments shall be made based on time expended following receipt and acceptance of an invoice by the Clerk Treasurer/CAO. The invoice should include a breakdown by hours worked by individual team members on each major task and progress to the date of invoice. Additional back-up documentation shall also be provided where sub-contracted works form part of the overall work program. Payments shall be subject to a 10% holdback, payable within 20 days of The Township's approval of the final documents.

PROPOSAL SUBMITTED BY:

THE UNDERSIGNED AFFIRMS THAT HE/SHE IS DULY AUTHORIZED TO EXECUTE THIS BID AND THAT ALL COSTS ASSOCIATED WITH THIS PROPOSAL HAVE BEEN SUBMITTED.

BIDDER'S SIGNATURE AND SEAL: _____

NAME AND POSITION: _____

WITNESS SIGNATURE: _____

WITNESS NAME AND POSITION: _____

(If Corporate Seal is not available, documentation should be witnessed)

DATED AT _____

THIS _____ DAY OF _____, 2018

Appendix B

FORM OF IRREVOCABLE OFFER

The signing of this proposal for and on behalf of The Township shall constitute a binding contract between The Township and the Proponent signing below.

I hereby offer to provide the requirements under this RFP to The Township in accordance with the terms set out in this proposal as well as in the RFP including the requirement for and acceptance by a formal contract acceptable to The Township. I also agree that this irrevocable offer shall be open to acceptance by The Township for a period of ninety (90) days from the closing date for the receipt of proposals.

This agreement may be delivered by fax or email upon acceptance of proposal. Each party can sign a separate copy of this Agreement:

SIGNED: Proponent

The Corporation of The TOWNSHIP OF BILLINGS

}By: _____ } (enter name and title)

} I have the authority to bind the Corporation

} By: _____ } (enter name and title)

} I have the authority to bind the Corporation

Date: _____

} By: _____ } Austin Hunt, Mayor

} By: _____ } Kathy McDonald, CAO/Clerk

Date: _____