

RFP 05-2024

# Design-Build Reconstruction of Structure No. 21 and Structure No. 36

Closing June 27, 2024 at 2:00pm

Revised Closing July 11, 2024 at 2:00pm





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## Township of Amaranth RFP – 05-2024 Design-Build Reconstruction of Structure No. 21 and Structure No. 36

### Dates:

Date and place for receiving submissions:

Request for Proposal to be addressed to Council of the Township of Amaranth c/o Kevin Watson, Roads Superintendent in a sealed envelope clearly marked RFP – 05-2024 Submission delivered to the Township Office at 374028 6<sup>th</sup> Line Amaranth, ON L9W 0M6 on or before June 27, 2024 at 2:00pm.

Late bids will not be accepted.

May 16, 2024	Request for Tender Issued
June 14, 2024 at 4:30pm	Deadline for electronic questions from interested suppliers to be received. Replies will be circulated to all Suppliers via Addendums and will be the responsibility of the Proponent to download from the township's website at amaranth.ca
June 27, 2024 at 2:00pm	Closing date for Proposal Submissions
July 10, 2024	Council will review the results of the Request for Proposal
July 17, 2024	Staff will notify the successful Proponent

### Revised Dates:

July 11, 2024 at 2:00pm	Closing date for Proposal Submissions
July 24, 2024	Council will review the results of the Request for Proposal
July 31, 2024	Staff will notify the successful Proponent



## Township's Right to Accept or Reject

The Township of Amaranth reserves the right to reject any proposal, even if that proposal is the lowest in dollar amounts and may award the contract to the Proponent that the evaluation team find the most appropriate. The Township will not be liable for any incurred costs that may arise from submitting the proposal.

It is not the intention of the Township to award this RFP to any Supplier who does not furnish satisfactory evidence that they have the ability and experience in this class of work and have sufficient capital and plant to enable them to prosecute and complete the same successfully, and to complete it in the time stated in the Proposal. It will be the Supplier's responsibility to clarify any details in questions before submitting a proposal.

**All questions pertaining to this Request for Proposal should be directed by email only:**

C/O Kevin Watson, Roads  
Superintendent [kwatson@amaranth.ca](mailto:kwatson@amaranth.ca)

**The Township of Amaranth will not bear any fault for any oral communications. The Township reserves the right to re-tender the Project or potentially negotiate a contract with a suitable Proponent.**

## Installation Date

The Proponent is responsible for providing a firm delivery date.

## Township's Authority

The Township of Amaranth shall be the Contract Administrator as identified in Ontario Provincial Standards Section GC 3.01 of the General Conditions. It is mutually agreed between the parties of this Contract that the Township or designated representative, shall supervise, direct, and approve all work included herein, and in all cases shall decide every question which may arise relative to the execution of the work to be performed under this Contract as per Section GC 7.0 – Contractor's Responsibilities and Control of the work.

## Failure or Default of Proponent

If the Proponent, for any reason, fails or defaults in respect of any matter or thing which is an obligation of the Proponent under the terms of the RFP, the Township may disqualify the Proponent from the RFP and/or from competing for future bid opportunities (RFTs, RFQs, etc) issued by the Township. In addition, the Township may at its option either:

1. Consider that the Proponent has withdrawn any offer made, or abandoned the Agreement if the offer has been accepted, whereupon the acceptance, if



- any, of the Township shall be null and void; or
2. Require the Proponent to pay the Township the difference between its Proposal and any other Proposal which the Township accepts, if the latter is for a greater amount and, in addition, pay the Township any cost which the Township may have incurred, by reason of the Proponent's failure or default, and further, the Proponent will indemnify and save harmless the Township, its officers, employees and agents from all loss, damage, liability, cost, charge and expense whatever, which it, they or any of them may suffer, incur due to the failure of the Proponent.

### Addendum

If an addendum is found to be necessary, it will be released and available to all on the Townships website. If the Township revises this RFP, any revisions will be included on this Addendum. The Addendum shall advise any changes to the Proposal submission date if more time is allowed for all Proponents to revise their proposals. It shall be the responsibility of the Proponent to download the information from the Township's website.

### Workplace Safety and Insurance Board

A Certificate of Clearance from the Workplace Safety & Insurance Board must be provided prior to the commencement of the project, providing adequate proof that all payments by the Proponent have been made.

The Proponent clearly understands and agrees that they are NOT, nor is anyone hired by the Proponent, covered by the Corporation of the Township of Amaranth under the *Workplace Safety & Insurance Board Act*, *The Employment Act*, or any other regulation, in respect of the Proponent, their employees and operations, and shall upon request furnish the Township with such satisfactory evidence that the Proponent has complied with the provisions of any such Acts or regulations.

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

### Insurance

The party to whom this Contract is awarded shall supply the Township with proof of insurance and a copy of the policy, prior to signing of the Proponent by Township officials, and provide coverage throughout the term of the Proposal in the amounts outlined below.



Comprehensive General Liability Insurance with a minimum liability of \$5,000,000.00 inclusive of any one occurrence. Comprehensive General Liability Insurance shall cover all operations and liability assumed under the Contract with the Township. The Comprehensive General Liability Insurance shall include premises and operations liability, Proponent's contingency liability with respect to the operations of Sub-contractors completed operations liability and automobile liability (owned, non- owned or hired units).

All premiums and expenses incurred with this insurance shall be paid for by the Contractor. Failure to maintain adequate insurance, the Proponent shall be totally responsible for all claims for damage.

### Indemnification

The Proponent shall indemnify and save harmless the Corporation of the Township of Amaranth, its elected officials, officers, employees, and agents from and against all losses and all claims, demands, payments, suits, actions, recoveries and judgements of every nature and description made, brought or recovered against the Township by reason of any act or omission of the Proponent, his agents or employees, in the execution of their work. This indemnity shall be in addition to and not in lieu of any insurance to be provided by the successful Proponent in accordance with this RFP.

### Limits and Laws/Conformity to Legislation

The Proponent shall obtain, and pay for all required permits from Federal, Provincial and Municipal Authorities having jurisdiction over the work. The Proponent shall comply with all applicable laws, ordinances, rules, and regulations including but not limited to, *Occupational Health and Safety Act*, the *Labour Act*, *Environmental Protection Act* and *Highway Traffic Act*.

### Informal Proposals

Proposals that are incomplete, conditional, illegible, or obscure or that contain additions not called for, reservations, erasures, alterations, or irregularities of any kind, may be rejected as informal.

Proponents are required to fill in all the blanks.

### Confidentiality

In accordance with the *Municipal Freedom of Information and Protection of Privacy Act*, Proponents are advised that all correspondence provided by a Proponent responding to this RFP are hereby collected under the authority of the *Municipal Act* and will be used exclusively in the RFP process.



The Township will treat all proposals as confidential within the boundaries of the *Municipal Freedom of Information and Protection of Privacy Act* but may be released pursuant to the *Act*. All public reports approved by the Township of Amaranth will become public information. Notwithstanding the foregoing, Proponents recognize and agree that the Township will not be liable in any way for any losses that the Proponent may suffer from the disclosure of information to third parties.

### Conflict of Interest

The Proponent must disclose to the Township any potential conflict of interest that might compromise the project. In the case where there might be a conflict of interest, the Township may refuse to consider the Proponent. The Proponent must fully disclose any potential conflict of interest with a Township employer, board member or commission that may have a financial gain with the awarding of the contract and state the nature of that interest.

### Non-Collusion

A Proponent is prohibited from any communication, directly or indirectly, with any other Proponent/Agent or representative of the Proposal. If a breach is discovered, the Township reserves the right to disqualify the Proposal.

### Payment

Once the project has started, payment shall be based on work completed to date and provided the work has been satisfactorily completed. The Proponent shall show a valid HST Registration number on each invoice. The amount of HST being charged shall be shown separately on all invoices. Prices contained in the submission are to be in Canadian Funds, and shall include all necessary labour, travel and equipment required for execution of the work.

## Scope of Work and Standards

### Description of Works

The works generally consist of supplying a shovel ready Design-Build Proposal that includes design engineering, labour, materials and equipment to build the replacement of the complete structure deck and rehabilitation of existing abutments.

Note: Proponents are to provide separate, itemized quotes for each structure.

### Current Structure No. 21 and Structure No. 36 Site Condition

1. 0-400 AADT
2. 80 km/hr Speed Limit
3. Water Crossing: Willow Creek
4. Structure No. 21
  - a. Location: 9<sup>th</sup> Line, 1.1km north of Sideroad 25
  - b. Structure Type: Cast-in-Place Concrete Rigid Frame
  - c. Number of Spans: 1
  - d. Overall Structure Width: 8.0m
  - e. Span Lengths: 4.5m
  - f. Roadway Width: 5.0m
5. Structure No. 36
  - a. Location: Sideroad 30, 550m east of 9<sup>th</sup> Line
  - b. Structure Type: Cast-in-Place Concrete T-Beam
  - c. Number of Spans: 1
  - d. Overall Structure Width: 5.5m
  - e. Span Lengths: 5.5m
  - f. Roadway Width: 6.0m

### Specifications

1. Canada Highway Structure Design Code
2. Engineered and stamped by two certified Professional Engineers Ontario
3. Design CL 625 Ontario Truck Loading
4. Environmental Assessment and Permit
5. MTO Structural Manual
6. Traffic control to MTO Book 7

### Work Scope

1. Preliminary and detailed engineering of new structure deck replacement and replacement or rehabilitation of abutments.
2. Mandatory Site Survey to assess existing conditions.
3. Soils Report.
4. a) Detailed Design.  
b) New structure deck to be a meter higher than existing structure deck.
5. Build new structure approximately:





- Structure No. 21: 5m Long x 7m Wide (clear inside rails) and with new railing.  
Structure No. 36: 5m Long x 5m Wide (clear inside rails) and with new railing.
6. Close the structure and supply/install traffic control signs and detour signs.
  7. Mobilizing to site.
  8. Supply and install environmental protection under the existing structure to prevent the debris from falling into the watercourse.
  9. Supply and install erosion protection outside of abutments and wing walls with river stone.
  10. Remove existing compacted granular road and sub-grade on top of the existing structure deck.
  11. Removal of old structure deck and girders from site.
  12. Dispose of old structure deck and girders off-site to designated locations.
  13. Rehabilitation or replacement of existing abutments to meet the designed structure bearing requirement.
  14. Delivery of new structure to site and install the new structure.
  15. Semi-integral abutment according to design.
  16. Supply and install the compacted granular with  $\frac{3}{4}$ " crush clear granular on top of new installed structure deck, if required.
  17. Compact granular material to 98% SPDD.
  18. 4m approach pads with three beam transition to guard rails on approaches.
    - a) Finish Course Structure 15 "B" Gravel and finish with "A" Gravel.
  19. Reopen the structure upon substantial completion.
  20. Demobilize from site.
  21. Design Life of 100+ years for the Structure Deck
  22. PL1 Rails Three Beam or Approved Equal, minimum 205 mm deck thickness
  23. 2% cross slope built into structure

## Utilities

Design-Build Proposal to include relocating existing services attached to structure.  
Contractor to confirm existence of any utilities that may be affected.

## Environmental Protection

Design-Build Proposal is to include a method of control and protection including the type and location of silt fence, straw bales, floating curtains, etc.; and OPSS guidelines such as dewatering OPS517.

Design-Build Proposal to include obtaining all necessary permits / approvals from the Grand River Conservation Authority (GRCA) and/or any other regulatory agencies requirements for a General Permit Application – Application made under the Conservation Authorities Act and O.Reg. 179/06 – Private Residential Property and Municipal Permits include:

- Coldwater fisheries timing window for in water works (no in water works between October 1<sup>st</sup> and June 30<sup>th</sup>).

- If new Structure is anticipated to increase in depth due to current design standards, a hydraulic analysis may be required through the GRCA at the Proponent's expense and must be completed using HEC-RAS to confirm no upstream / downstream impacts (model is available through the GRCA).
- Guide rails proposed must be open.
- No rip rap allowed within watercourse. Only rounded granite is permitted.
- Ecological analysis is not required provided that only the deck size is replaced like for like (i.e. no widening).
- Detailed erosion control measures must be provided to the satisfaction of GRCA. No debris enters watercourse during construction / removal of structure.

### Disposal

All surplus material and resultant debris from the operation will be disposed of as outlined in OPSS 180. All costs associated with disposal shall be included in this bid submission and are the sole responsibility of the contractor, including any environmental testing.

### Testing

Design-Build Proposal will include the testing procedures and personnel used to verify conformance to CHBDC.

### Mandatory Site Meeting

Proponents are advised that a minimum of one (1) site visit is required to assess the existing conditions of the structure. The assessment will, at a minimum, include the following:

- Existing structure deck dimensions (length, width, thickness and seating conditions); and
- Confirmation of abutment strength.

### Bonding

On or before the execution and delivery of the Contract, the Contractor shall provide to the Township:

- (a) a performance bond for 50% of the Estimated Contract Price in the form called for in the bid documents; and
- (b) a labour and materials payment bond covering 50% of the Estimated Contract Price in the form called for in the bid documents.

Such bonds shall be issued by a duly licensed surety company authorized to transact a business of suretyship in the Province of Ontario of the Place of the Work and shall be maintained in good standing until the fulfillment of the Contract.



The Township shall be entitled to demand payment from the surety under the performance bond for any monies payable to the Township by the Contractor under any stipulation herein.

### Liability/Insurance

Design-Build Proposal will include a copy of the following:

1. Errors and Omissions Insurance Two Million
2. General Liability Insurance Five Million
3. Motor Vehicle Insurance Two Million
4. WSIB Certificate of Clearance

The general liability policy shall include the Municipality as an additional insured, but only in respect of and for the duration of the services to be performed under this Contract and shall contain a cross-liability clause endorsement.

### Bid Deposit

The Design-Build Proposal shall be accompanied by a bid deposit by way of a bid bond, certified cheque, bank draft, irrevocable letter of credit or money order, in its original form, in the amount of 10% of the total bid price, made payable to the Corporation of the Township of Amaranth.

The bid deposit delivered to the Township with the bid documents is acknowledged to be in accordance with the amount calculated as per the bonding requirements. The Proponent agrees that a bid deposit delivered to the Township with the bid documents will be held as security for the execution and delivery of the Contract, the delivery of the bonds, proof of insurance and all other documents required to be delivered to the Township upon the execution and delivery of the Contract and for the performance by the Proponent of any obligations in the Contract Documents. In the event that the Proponent fails to comply with any of such obligations, the Township may apply the bid deposit to remedy such failure.

### Special Provisions

1. Compliance with all relevant permits and approvals (ie GRCA, DFO, Ministry, etc) to be verified and obtained by the Proponent.
2. Schedule of Values are to be included in the RFP by providing a breakdown of the work scope items previously identified, as the lump sum amounts are to become the basis for payments.
3. Once the project has been awarded, the Owner will give due notice to schools, school transportation firms, police, ambulance, fire and the public concerning the Design Build Scheduled time lines.
4. Schedule of Values are to be included in the RFP by providing a breakdown of the work scope items on page two of this request for RFP, as the lump sum amounts are to become the basis for payments.



5. Bid proposals shall be supplied by the RFP taker and submitted in a sealed envelope clearly marked with the BID FORM provided.
6. The lowest or any tender will not necessarily be accepted.
7. Proponents are requested to provide the name of the engineering firm if joint venture.
8. Proponents are requested to provide a list of sub-contractors if applicable.
9. Proponents are to include applicable taxes.
10. The following policies and procedures are to be included in the proposal:
  - a) Health and Safety Policy with procedure
  - b) Fall Protection Policy with procedure
  - c) Water Rescue Policy with procedure
  - d) Traffic Control Plan
  - e) Municipal Safe Work Plan
  - f) To sign a Municipal Accessible Customer Service Training Acknowledgement after the contract is awarded.

### Proposal Evaluation

Proposals will be assessed on the information provided in the proposal. Evaluation will be based upon the following weighted scorecard:

Compliance with Specifications	Pass/Fail
Structure and Components Evaluation	30 points
Suppliers and Installer	30 points
Cost	40 points

**Note:** Lowest Price Proposal not necessarily accepted.

### Withdrawal of Proposals

A Proponent may, without prejudice to himself, withdraw his tender at any time up to twenty-four (24) hours before the time set for the closing of the tender. Such withdrawal shall be made in writing and must be received by the Township within the specified time. The Proponent who has withdrawn their proposal may submit a new Proposal on or before the closing date and time.



## Submission Requirements

Proponents shall provide the following within their proposal:

1. Bid deposit
2. Proof of insurance and WSIB clearance
3. Stamped preliminary drawing submission of proposed work, outlining proposed structure cross-section and plan view
4. Construction schedule
5. Explanation of proposed work and materials used with specifications
6. Project cost
7. Warranty of work
8. References supplied with a minimum of three or more structure projects
9. Project manager and site supervisor experience
10. List of sub-contractors, if required

Documents to be enclosed Bid Form:

- Design-Build Proposal, signed
- Errors and Omissions Insurance
- General Liability Insurance
- Bid Deposit
- Certificate of Clearance WSIB
- List of Sub-Contractors
- List of Engineers
- Addendum (if any)



BID FORM

**Description: Design-Build RFP – Structure No. 21 and Structure No. 36**

**Submission Label**

From:

Address:

Contact:

Telephone:

Deliver to Address:

The Corporation of the Township of Amaranth  
374028 6<sup>th</sup> Line  
Amaranth, ON L9W 0M6

Attention: Council of the Township of Amaranth  
C/O Kevin Watson, Roads Superintendent

RFP Bid Number: RFP No. 05-2024

Description: Structure No. 21 and Structure No. 36

Closing Time and Date: June 27, 2024 at 2:00 pm

## APPENDIX 1 – Map

