



TheCounty
PRINCE EDWARD COUNTY • ONTARIO

REQUEST FOR PROPOSAL
Consulting Engineering Services For
Black River Bridge Rehabilitation

RFP# 2018-EDW-05

ENGINEERING DEVELOPMENT AND WORKS

Closing Date February 5, 2018 at 2:00 p.m.

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The Corporation of the County of Prince Edward

RFP# 2018-EDW-05 Engineering Development And Works Department Proposal Pricing Form

I/We hereby propose and agree to provide Consulting Engineering Services for the Engineering Development And Works Department of the Corporation of the County of Prince Edward in accordance with the requirements of the Corporations Request For Proposal and our Company's Technical Proposal submitted herewith for the following Upset Price Limits. Prices include all applicable harmonized sales tax. (H.S.T.)

PART 1

DESIGN, APPROVALS & TENDER DOCUMENTS

Consulting Engineering Services (In accordance with RFP)	\$
H.S.T. (13%)	\$ _____
Total Proposal Price (Upset Price Limit)	\$

PART 2

CONTRACT ADMINISTRATION

The consultant shall provide the following information under Part 2 and include the information as an attachment with the Proposal Pricing Form submission.

- Names, position and reporting relationship related to the proposed project for all staff who would be involved in the Part 2 assignment
- Hourly rates for all above staff
- Description of anticipated disbursements that will be invoiced such as lodging, transportation allowances etc. and applicable rates.

NOTE: Following a review of all proposals received it is the County's intention to award an assignment for Part 1 only. The County's acceptance and award of RFP# 2018-EDW-05 for Part 1 does not authorize or guarantee any future work by the

selected consultant beyond the Part 1 assignment. Information provided under Part 2 will be considered by the County in its evaluation of proposals received.

COMPANY:

NAME AND ADDRESS:

PHONE NUMBER: _____ **FAX NUMBER:** _____

DATE: _____

SIGNING AUTHORITY (please print)

SIGNATURE OF SIGNING AUTHORITY

(COMPANY SEAL)

CONTACT PERSON (please print)

Consulting Engineering Services for Black River Bridge Rehabilitation

RFP# 2018-EDW-05

ENGINEERING DEVELOPMENT AND WORKS

SECTION 1

DOCUMENT IDENTIFICATION AND TERMS OF SUBMISSION

A. Organization Issuing the RFP

This Request for Proposal is issued by:

The Corporation of the County of Prince Edward
Patti White, Purchasing Clerk
332 Main Street, Picton, ON K0K 2T0

B. RFP Identification

This RFP is identified as document:

**Consulting Engineering Services For Black River Bridge
Rehabilitation RFP # 2018-EDW-05**

This identification number must be mentioned on the Proposal Envelopes along with the legal name of the organization submitting a proposal.

C. Synopsis of Document

The County is seeking consulting services from qualified engineering consultants to provide engineering services in connection with a proposal for the rehabilitation of the Black River Bridge.

D. Processes Being Followed

- A number of consultants may be invited to submit proposals;
- RFP's will be reviewed and evaluated by the Engineering Development And Works Department;

- Following review of the submissions, the County may request Consultants to provide clarification, answer questions or attend a meeting at the Engineering, Development And Works office;
- RFP's will be weighed and scored objectively through an evaluation process;
- If staff are satisfied that all aspects of the assignment have been satisfactorily addressed by the respondents, a recommendation to enter into a contract will be presented to County Council for consideration;
- Upon acceptance of a proposal by County Council, the successful respondent will be required to enter into a contract with The Corporation of the County of Prince Edward for **Consulting Engineering Services For Black River Bridge Rehabilitation RFP # 2018-EDW-05** using the standard **MEA/CEO Agreement** for professional services.

The Corporation of the County of Prince Edward reserves the right to accept any Proposal and waive what it considers minor deviances from the mandatory requirements and acceptable format.

E. Proposal Requirements

- Three (3) copies of the Consultant's Technical Proposal shall be provided. One copy of the Proposal Pricing Form must be completed, signed and sealed and provided in a separate envelope. Each copy of the Technical Proposal is to be bound and include a cover that clearly identifies the consulting firm responding. A table of contents should facilitate cross-references of information in the proposal. The Proposal Pricing Form and the Technical Proposals must be provided in one sealed envelope plainly marked "**Consulting Engineering Services For Black River Bridge Rehabilitation RFP # 2018-EDW-05**". A designated signing officer of the Consultant's firm who has the authority to "BIND THE CORPORATION" MUST duly execute proposals. If a joint bid is submitted, it must be signed and addressed on behalf of each of the Consultants.
- Proposals must be legible, written in ink, or typewritten.
- The person signing on behalf of the company must initial erasures, overwriting or strikeouts.
- Proposal documents will not be accepted by facsimile, electronic mail, or on disk.
- All submitted proposals become the property of the County and will not be returned to the originator.
- Late submissions will not be accepted or considered by the County.
- All Forms and Schedules as noted in Item F of Section 1, Proposal Submission Format, must be included with the Proposal submission.
- All Costs associated with the work identified in this RFP Document must be included in the submission – HST taxes are the only exception.

F. Proposal Submission Format

Please include in your proposal the following information:

One (1) copy of Proposal Pricing Form (duly executed by the Consultant);
and

Three (3) bound copies of the Technical Proposal To Include:

- **Schedule A:** Occupational Health and Safety Statutory Declaration Form (copy appended hereto as Schedule A);
- **Schedule A1:** Accessibility Requirements;
- **Schedule B:** A detailed outline of the proposed approach to the works described;
- **Schedule C:** The proposed schedule in MS Project 2000 GANTT chart format;
- **Schedule D:** A list of similar projects undertaken with contact names for reference purposes;
- **Schedule E:** The names of all key staff to be utilized for the assignment, their background and related experience;
- **Schedule F:** The names of sub-consultants to be utilized, their background and related experience.
- **Schedule G:** A detailed work plan showing the allocation of hours for each segment of the Part 1 assignment from the start of the project until completion of the final design and tender documents. This will include all staff intended to be used for the assignment along with their hourly rates of pay and disbursements.

G. General Contract for Consulting Services to be signed by Consultant

The successful Consultant will be required to enter into a contract with The Corporation of the County of Prince Edward using the standard **MEA/CEO Agreement** for professional services. All costs associated with the preparation and execution of such an agreement shall be the responsibility of the consultant.

H. Limitations on the Use of Sub-Consultants

Proposals must indicate if the Consultant intends to employ sub-consultants for any part of the work and identify those parts that may be sub-consulted. The successful Consultant is fully responsible for all work performed by sub-consultants.

Any Consultant who plans to use sub-consultants must identify the work that may be sub-consulted, and provide names, qualifications, and all other pertinent information about the sub-consultant in Schedule F of the quotation submission.

If there are to be any changes in sub-consultants, the County must be consulted and reserves the right to reject a proposed sub-consultant.

There shall be no assignment of the resulting contract without the prior approval of the County, which approval may be withheld at the County's sole discretion.

I. Addenda

It may be necessary to issue addenda for reasons, which may include, but are not necessarily limited to:

- correction or clarification of the proposal document and related forms;
- extension of the closing date for the proposal;
- responses to specific questions asked by one Consultant that in the opinion of the County should be made available to all Consultants;
- retraction or cancellation of the proposal
- receipt of addenda issued by the County will be acknowledged by Consultants in writing or by fax. Failure to acknowledge addenda may result in the proposal being rejected by the County.

J. Acceptance and Award of Proposal

The County reserves the right without prejudice to reject any or all Proposals and to determine in its own best judgment the firm best qualified to undertake this assignment. The lowest cost or any submission will not necessarily be accepted. The Municipality is not liable for any costs incurred by the respondents in the preparation of their response to this Request for Proposal.

The County reserves the right to negotiate with each Consultant and request a revision of their bid, to add or subtract items, to change mandatory items, to submit a better proposal if all Proposals received exceed our projected budget price.

K. Requirements At Time of Execution

Subject to an Award of the Proposal by the County the successful Consultant shall be required to submit the following documentation in a form satisfactory to the County for execution within seven (7) days after being notified in writing to do so by the County:

- Certificate of Clearance from Workers' Compensation Board;
- Evidence of general liability, professional liability, automobile, equipment, public liability and property damage insurance in a form satisfactory to the County;
- Occupational Health and Safety Plan.

L. Ownership

Once completed, all documentation and information, pertaining to this assignment becomes the property of the County.

M. Confidentiality

The consultant agrees to preserve the confidential nature of any information received from the County and from any agent of the County, or developed during the performance of the Agreement ("Confidential Information") and shall not disclose any confidential information to any person or entity during or after the performance of the Agreement

N. Conflict(s) of Interest

By virtue of the Consultant submitting a proposal, the Consultant hereby declares the following:

- that no person, firm or corporation other than the Consultant has any interest in this; and further;
- that this Proposal is made without any connection, comparison of figures, or arrangements with, or knowledge of, any other corporation, firm or persons making a tender for the same work and is in all respects fair and without collusion or fraud; and further that;
- that no member of the County and any other officer or employee of the County is or will become interested directly or indirectly in the proposed Contract. The Consultant agrees that this Proposal will be included in a formal contract to be prepared and executed.

O. Rights Reserved by The Corporation of the County of Prince Edward

Submission of a proposal indicates acceptance by the firm of the conditions contained in this request for proposal unless clearly and specifically noted in the proposal submitted and confirmed in the contract between the County and the firm selected.

P. Consultant's Obligation to Examine

It is understood and agreed that the Consultant has, by careful examination, satisfied himself/herself as to the nature of the work, the character, quality and quantity of the task, the general and local conditions, and all other matters which can in any way affect the work under this Agreement.

The Consultant is directed to carefully examine the scope of work and to make special inquiry of any details the Consultant is uncertain of and to make further personal inspection and investigation, as the Consultant may deem proper to determine the correctness of the information so obtained. The County does not ensure the accuracy of such information and the Consultant will not make any claim against the County for damages or extra work caused or occasioned by the Consultant's relying upon such records, report or information, either as whole or in part, furnished by the County or any municipal department or commission, private company or individual.

Q. Commencement of Assignment

The work will not be permitted to commence until the standard **MEA/CEO Agreement** for professional services has been executed and a satisfactory Occupational Health and Safety Plan has been submitted.

R. Occupational Health and Safety

Employer Obligations

By entering into this Agreement, the Consultant acknowledges its responsibility to meet all of the employer obligations under the Occupational Health and Safety Act (OHS Act) and shall ensure that all work is carried out in accordance with the OHS Act and all applicable regulations. This includes, but is not limited to, the duties to: provide a safe workplace; provide information and educate workers on workplace hazards; appoint a competent supervisor; prepare and provide a health and safety policy, implement a comprehensive health and safety program to support the policy and take every reasonable precaution to protect the safety of workers.

Competent Supervisors

The Consultant shall ensure an adequate number of supervisors are provided and they all satisfy the definition of "competent" as prescribed in the OHS Act.

OHS Reports/Notifications

In the event of (i) an accident causing death, (ii) critical injury (as prescribed by O. Reg. 834, R.R.O. 1990, as amended), or (iii) disabling injury to the Consultants employee, the Consultant shall notify the County immediately and forward a report within five (5) days of such event.

Notification of MOL Orders/Charges

The Consultant shall immediately notify the County of any MOL orders or charges issued to the Consultant. Copies of all MOL orders or charges shall be provided immediately to the County.

Workplace Safety Insurance

The Consultant is responsible for all costs associated with workplace accidents and all premiums or assessments owing to the Workplace Safety and Insurance Board (WSIB), or insurance company. Upon award of the assignment and as requested by the County during the term of the contract, the Consultant shall furnish evidence of coverage for themselves, their employees, subcontractors and subcontractor's employees under the Workplace Safety and Insurance Act or insurance policy. The County may withhold payment of such sums of money sufficient to cover any default of the Consultant to the WSIB or insurance company for premiums or assessments and any costs arising from an accident for income replacement, medical aid or rehabilitation.

General Duty Clause

The Consultant shall take all reasonable precautions to meet the requirements for the protection of workers set out in the OHS Act and the regulations made under it.

OHS Plan Requirements

The Consultant shall be required to have in place a health and safety policy and to implement a comprehensive health and safety program to support the policy. The successful consultant will be required to develop an OHS Plan for this assignment, which must address:

- A valid corporate health and safety policy as prescribed in the OHS Act (**Please note: The OHS Act requirement to have an OHS Policy does not apply to employers with 5 or less employees.**)
- The Consultant's provisions for ensuring that an adequate number of supervisors are provided and that they all satisfy the definition of "competent" as prescribed in the OHS Act.
- The Consultant shall identify the hazards inherent to the work and describe how these hazards will be managed.
- The information and/or instructions that are to be provided to employees to ensure that all employees are informed of the hazards inherent to the work and understand the procedures for minimizing the risk of injury or illness.
- The Consultant shall describe their procedures for responding to violations identified by the County or the Ministry of Labour under the OHS Act and for fulfilling the notification requirements specified in the contract (e.g. critical injuries, fatalities and MOL Orders).

- The Consultant's standards for traffic control for work operations and emergencies to ensure public and employee safety.

Stop Work Provisions

The County may stop the work of the Consultant if a contravention of the OHS Act or its regulations is identified and there is an immediate danger to the safety of a worker. This direction will stand (at no additional cost to the County), until the Consultant addresses the contravention and reports back to the County.

If it appears that the Consultant or its employees are violating the OHS Act or its regulations, not following safe work practices, or not performing their proper functions the County shall advise the Consultant immediately, in writing, of the contract requirements and the County's expectations. The Consultant shall then investigate and correct such default.

Subcontractors / Sub-consultants

The Consultant shall ensure that all subcontractors (hired by the Consultant) work in accordance with the OHS Act and its regulations. At a minimum, the Consultant shall include in any of its agreements with subcontractors, the ability to terminate such subcontractors for non-compliance with the OHS Act or its regulations, with the rules and policies of the Consultant or for failing to protect the safety of its workers.

Statutory Declaration

The Consultant must be in a position to sign the Occupational Health and Safety Statutory Declaration Form, a copy of which is provided in Schedule A, prior to commencement of the work. This form certifies that the signatory fully understands and intends to fulfill its obligation as "employer" as prescribed in the OHS Act and its regulations.

S. Accessibility for Ontarians with Disabilities Act

In accordance with Ontario Regulation 429/07, Accessibility Standards for Customer Service every provider of goods and services shall ensure that every person who deals with a member of the public or participates in the developing of the County's policies, practices and procedures governing the provision of goods and services to members of the public, shall be trained as follows:

1. How to interact and communicate with persons with various types of disability.

2. How to interact with persons with disabilities who use assistive devices or require the assistance of a guide animal, or a support person.
3. How to use equipment that is available on the premises that may help in the provision of goods or services.
4. What to do if a person with a particular type of disability is having difficulty accessing the provider's goods or services.
5. Information on the policies, practices and procedures governing the provision of goods and services to people with disabilities.

Contract employees, third party employees, agents and others who deal with members of the public on behalf of the County of Prince Edward must meet the requirements of Ontario Regulation 429/07 with regard to training. If a training policy is not yet in place, please go the following link, complete the training module and provide a copy of the Certificate to the County of Prince Edward.

<http://www.mcass.gov.on.ca/mcass/serve-ability/splash.html>

Acknowledgment Form

The Consultant must be in a position to sign the Accessibility For Ontarians With Disabilities Act Acknowledgment Form, a copy of which is provided in Schedule A1, prior to commencement of the work. This form certifies that the signatory fully understands and intends to fulfill its obligation as "employer" as prescribed in the Act and its regulations.

T. Harmonized Sales Tax

All applicable Harmonized Sales Taxes shall be included in the lump sum prices bid.

U. Insurance

Insurance requirements shall be in accordance with the insurance provisions described below in this Contract. The Consultant will forward to the County a completed Certificate of Insurance prior to commencement of the assignment. This Certificate of Insurance shall provide evidence that the following applicable insurance is in force. The Certificate shall also provide for 30 days prior notice to the County of any alteration, cancellation or change in policy terms which reduce coverage. The cost of such insurance will be the responsibility of the Supplier/Contractor.

(i) General Liability Insurance

The successful Consultant will effect at his/her own expense (including the cost of deductibles) and maintain and keep in force during the term of this agreement, insurance coverage naming the County as an insured, including a cross-liability provision in favour of the County , against claims for personal injury, death, property damage or loss, arising from an accident or occurrence relating to this agreement, in an amount of not less than Two Million Dollars (\$2,000,000.00) in respect of each claim or occurrence.

(ii) Professional Liability Insurance

The successful Consultant will effect at his/her own expense and be required to maintain and keep in force during the term of this agreement, Professional Liability Insurance coverage in an amount not less than Two Million Dollars (\$2,000,000.00) in respect of each claim or occurrence.

V. Definitions and Interpretations

1. Purchasing by-Law: Proposals will be called, received, evaluated, accepted, and processed in accordance with the Municipality's Purchasing By-law and Procedures (copy available upon request). By submitting a Proposal each Consultant agrees to be bound by the terms and conditions & definitions of that By-law and those Procedures and any amendments to them, as fully as if it were reproduced and attached to this RFP. Copies are available by visiting the County's web-site:

<http://www.pecounty.on.ca/purchasing.html>

2. Interpretation: The following rules of interpretation apply:

- a) Each reference to Provincial legislation in this RFP, unless otherwise specified, is a reference to the Revised Statutes of Ontario, 1990 edition, and, in every case, includes all applicable amendments to the legislation, including successor legislation.
- b) The words "shall", and "will" used in this Tender denote imperative.
- c) The word "and" is an inclusive conjunction, the use of which indicates that all items or phrases in the subsection, article, or list in which it appears are permitted or required, as the case may be. The word "or" is an alternate conjunction, the use of which indicates that alternate or optional items or phrases in the subsection, article or list in which it appears are permitted or required, as the case may be; however, notwithstanding the foregoing, where the context permits, the word "or" may also be an inclusive conjunction having the same meaning as the word "and".

W. Indemnification

- a) The Consultant agrees that it will continuously save, keep harmless and fully indemnify the Municipality, its elected officials, employees and agents and its successors and assigns, from and against all actions, claims, and demands whatsoever which may be brought against or made upon the Municipality and the Consultant also agrees that it will continuously save, keep harmless and fully indemnify the Municipality, its elected officials, employees and agents and its successors and assigns, against all types of losses, liabilities, claims, costs or expenses which the Municipality may incur resulting from or arising out of the Consultant's failure to exercise reasonable care, skill or diligence in their performance or rendering of any Services or Services to be performed or rendered by the Consultant, pursuant to the Contract.
- b) The Consultant shall indemnify the Municipality from all claims arising out of unpaid accounts relating to the Contract. The Municipality shall have the right at any time to require satisfactory evidence that the Services (or any part of it) in respect of which any payment has been made or is to be made by the Municipality is free of and clear of construction or other liens, attachments, claims, and demands, charges or other encumbrances.

X. Inquiry

- a) All inquiries regarding this RFP shall be directed, in writing, to the attention of Patti White, Purchasing Clerk via fax at: (613) 476-7622, or by email to pwhite@pecounty.on.ca. A fax cover sheet, entitled "Questions for Clarification" is included for the Consultant's convenience.
- b) Any inquiries will be responded to in writing. Any clarification shall not alter the Proposal. Oral arrangements or discussions cannot be relied upon.
- c) If during the period prior to submission of Proposals, the Municipality determines, in its sole and unfettered discretion, that part of the Proposal requires formal amendment or clarification, written addenda to this Proposal will be produced and distributed to all known Consultants. In that case, the Proposals shall identify the addenda and indicate how they respond to them. The Consultant shall list and attach any addenda that were considered when the Proposal was prepared. Failure to execute and return any and all addenda issued by the Municipality will result in the Proposal being deemed as improper.
- d) Consultants attempting to contact Municipality staff or elected officials other than the contact indicated in this RFP in subsection a) above, for whatever reason, during the Proposal or evaluation process, are advised that such action may result in their disqualification from the process and removal of their name from the Bidder's List. If consultation is deemed to be necessary by the Municipality, a pre-proposal meeting of all Consultants and Municipality staff will be arranged at a location of the Municipalities choosing. The Municipality reserves the right to

change the deadline for submission, if necessary, to accommodate such a meeting.

- e) Although The Corporation of the County of Prince Edward will make every reasonable effort to ensure a Consultant receives all addenda issued, it is the Consultant's ultimate responsibility to ensure all addenda have been received.
- f) All references to Consultants include all staff from the proposing organization as well as all Consultants and sub-consultants that the proposing organization may hire to supply the Services.
- g) A consultant may submit a question by fax, and request that the question and answer not be circulated to other consultants. The Corporation of the County of Prince Edward will determine if the question points to an error or shortcoming in the RFP. If that is the case, The Corporation of the County of Prince Edward reserves the right to ignore the consultant's request, and will notify all interested consultants of the error and what corrective action to take. If the information is not critical, but The Corporation of the County of Prince Edward judges it fair to circulate the answer to all consultants, the enquiring consultant will be given the opportunity to withdraw the question. If none of the above conditions exists, and the question reveals a consultant's unique proposal strategy, The Corporation of the County of Prince Edward will honour the consultant's request and respond only to the enquiring consultant.

SECTION 2

SCHEDULE OF EVENTS

A. Date the RFP is Issued

This Request for Proposal is issued in Picton, Ontario on January 15, 2018 by:

The Corporation of the County of Prince Edward
Patti White, Purchasing/Budget Clerk
332 Main Street,
Picton, ON
K0K 2T0

B. Late Bids

Late bids will not be accepted or considered by the County, no exceptions granted.

C. Proposal Submission

Proposals must be delivered to the Corporate Services And Finance Department no later than **February 5, 2018 at 2:00 p.m. (Local Time)**. The envelope should be sealed and clearly marked "**Consulting Engineering Services For Black River Bridge Rehabilitation, RFP# 2018-EDW-05**" and should be addressed to:

**The Corporation of the County of Prince Edward
Clerk's Department
332 Main Street, Upper Level
Picton, ON
KOK 2T0**

It is the consultant's responsibility to obtain a date and time stamped receipt signed by the County as proof that their proposal has been received by the County within the prescribed time limit.

E. Key Dates

The following schedule of activities is provided for planning purposes only. The Corporation of the County of Prince Edward reserves the right to cancel the activity or change the schedule at any time.

RFP Issued Date	January 15, 2018
Deadline for proposals – 2:00 pm	February 5, 2018
Award of Assignment	March 13, 2018
Commence Assignment (Start-up Meeting)	March 19 , 2018

G. Final Award Date

It is expected that a consultant may be selected by **March 13 ,2018**.

H. Notification to Consultants Who Are Not Selected

Consultants who have not been selected will receive written notification within approximately 20 days of the selection.

I. Stand Alone Assignment

The County's acceptance of this proposal does not authorize any future work beyond this initial assignment.

SECTION 3

KEY CONTACTS

A. Mailing Address

The Corporation of the County of Prince Edward
332 Main Street
Picton, ON
K0K 2T0
Phone (613) 476-2148
Fax (613) 476-8356

B. Proposal Document, Procedures, Specifications/Services

Patti White, Purchasing Clerk
The Corporation of the County of Prince Edward

by email: pwhite@pecounty.on.ca *or*
by fax: 613-476-7622

Bidders who have downloaded this document from the County's website are required to register with The Corporation of the County of Prince Edward, prior to the proposal submission, failure to register with the County will result in your proposal being rejected – no exceptions. To register please use the above fax or e-mail address.

SECTION 4

SCOPE OF THE WORK FOR THIS PROPOSAL

DESIGN, APPROVALS & TENDER DOCUMENTS

A. General Objective

The general objective of this assignment is to complete the design, prepare plans and specifications and prepare contract documents to facilitate tendering for the rehabilitation of the existing bridge on County Road 13 which crosses the Black River. The objective of the proposal under Part 1 is to have contract documents completed and ready for tendering by the County. Under Part 2 the consultant may be required to provide contract administration services during the construction period.

The consultant shall undertake all work to complete this assignment including, but not limited to the following:

- Make appropriate arrangements, prepare all required documentation and conduct one (1) Public Information Center. The County will provide a site for the meeting.
- Contact the local Conservation Authority and all relevant Provincial and Federal agencies and prepare applications for approvals as required. Application fees will be paid by the County.
- Provide site surveying to facilitate the preparation of full scale plan and profile construction plans (Horiz.1:500 Vert. 1:50) as part of the contract documents. Proposed plans shall include all existing surface detail(curbs, sidewalks, culverts, roadside ditches, trees, hedges etc.) within the road allowance.
- Provide terms of reference and conditions to enable the County to request quotations for legal survey work that may be required. The County will be responsible for awarding the assignment for such work and for payment of costs for the legal surveys. The consultant will be responsible for all costs involved in coordinating any legal work on behalf of the County once a firm has been selected by the County.
- Provide terms of reference and conditions to enable the County to request quotations for geotechnical work required for this project. The terms of reference shall include the requirements for a subsurface sampling and laboratory analysis program to assess the quality of the soil within the project limits wherever it is expected that excavation, removal and possible disposal of the soil may be required. The scope of such work by the geotechnical consultant shall include a

report outlining the interpretation and summary of the results of the sampling analysis and include recommendations regarding the handling and disposal of the material. The geotechnical report must indicate whether the subsurface material meets the requirements of MOECC Table 2 Standards or whether disposal at a licensed landfill site is necessary to ensure that disposal is in full compliance with Provincial regulations. The consultant will be responsible for all costs involved in coordinating the geotechnical work on behalf of the County once a geotechnical firm has been selected by the County. The County will be responsible for the cost of the geotechnical work.

- Provide terms of reference and conditions to enable the County to request quotations for any Archaeological Study or Species At Risk Assessment that may be required for this project. The consultant will be responsible for all costs involved in coordinating such work on behalf of the County once a firm has been selected by the County. The County will be responsible for the cost of the Study or Risk Assessment.
- Complete an evaluation of the condition of all existing guide rail systems within the road allowance within the limits of the project and provide recommendations for repairs or replacement as necessary for compliance with current Provincial standards and where applicable include such work in the final design.
- Address the impact of the Black River Bridge rehabilitation project on traffic during construction, access for property owners, the need for detouring etc.
- Consult with the local Conservation Authority and other Provincial and Federal agencies as necessary regarding impact of the proposed work on the existing watercourse.
- Provide for the reconstruction of part of County Road 13 on the approaches to the bridge.
- The scope of work shall include a preliminary design phase which will review the existing background material available, undertake field surveys and on-site investigation and include alternative design strategies indicating the advantages and disadvantages of each alternative with cost estimates. Three copies of a Preliminary Engineering Design Report shall be provided for review by the County.
- Prepare a Final Design Summary Report including the consultant's recommendations for the selected alternative for the project. The Report shall include construction cost estimates. Three (3) copies of the Report shall be provided.
- Following completion of the Final Design Summary Report and upon receiving written instructions from the County, the consultant shall proceed with the Detailed Design Phase of the project. This will include detailed plans, specifications, quantities and cost estimates, all approvals required, contract documents for tendering, and preparation of the tender ad for the County.
- Provide all copies of tender documents and plans as required during the tendering process. In addition, a digital copy of the tender advertisement notice and tender documents in Word format will be provided to the County as well as one (1) digital copy of the proposed plans in AutoCAD Format and a PDF copy.

- Provide administration services during the tendering process which will include distribution of tender documents, responding to questions and queries, issuing of addendums that may be required, assessment of all tenders received by the County and submission of a summary report to the County following the closure of tenders with a recommendation for a contract award to the County.
- Allow for a minimum of 6 meetings with the County during the design process which shall include a start-up meeting. Additional meetings if required shall be included in the Upset Price Limit. The meetings will be at the County Engineering Development And Works offices and minutes shall be recorded by the consultant and distributed within seven days of the meeting date. Consultants shall indicate in their proposal the number of meetings with County staff that they have included in their proposal for the complete design process.

PART 2 - CONTRACT ADMINISTRATION

- The consultant shall provide a list of all staff that will be involved in the contract administration duties associated with this part of the assignment. This shall include the experience and qualifications of such staff, the area of responsibility associated with the project, reporting relationships within the organization for the assignment as well as the hourly rates for each and anticipated disbursements.
- The Contract Administration services will also include the following:
 - Organizing, attending and chairing a pre-construction meeting as well as meetings during construction and post construction
 - provision of all quantity measurements
 - prepare required documentation required to facilitate the County obtaining quotations for material testing work during construction.
 - co-ordination of all quality control and material testing
 - review and approval of shop drawings
 - co-ordinate all testing and commissioning
 - maintain a daily diary of all contract activities
 - communicate with local residents and businesses within the contract limits as required with respect to scheduling and construction activities
 - provide contract quantity measurements
 - prepare and process payment certificates
 - review claims for additional work and process Change Orders

- following completion of the contract undertake a final inspection to ensure that all of the Contract work has been completed in accordance with the Contract specifications and plans prior to release of payment holdback by the County
- provide reproducible "as-built" plans following completion of the Contract. Plans shall be provided to the County both in hard copy and in a digital format acceptable to the County

B. General Requirements

Each Respondent's proposal submission shall include the following for each component of the assignment:

- A description of the consultant's understanding of the work proposed;
- Methodology for undertaking the work;
- Detailed work plan and time schedule;
- Identification of any proposed use of County staff and/or resources.

C. Format

All submissions should be structured as outlined below in order to facilitate review and evaluation. Text shall be "Verdana" font in a font size of "10" or larger, with exception of the organizational chart, stock brochures and promotional literature. Curricula vitae and promotional literature, including stock brochures, photographs, etc. may be included as Appendices.

D. Methodology

Include a detailed discussion of the team's approach to the project and methodology for carrying out the assignment, including the means by which the requirements of Ontario's Environmental Assessment Act will be met and the Schedule of the Act that the Consultant suggests this Project will come under.

The Consultant shall follow the procedures and guidelines outlined in the MEA Municipal Class Environmental Assessment (Class EA). The Consultant will supply all display materials and information packages for conducting a Public Information Centre if required in the consultants opinion to satisfy the applicable Schedule requirements of the Class EA. The Consultant shall review the requirements for any additional studies that may be required and indicate the proposed method for addressing such studies and the cost implications to the County associated with such work.

The Consultant may utilize sub-consultants for specialized areas of study as required by the EA process. All sub-consultants shall be identified including principals and key

personnel and a brief description of their designated assignments and contributions to the project shall be included in the technical proposal.

The Consultant shall be fully responsible for the organization, supervision and integration of all activities performed by the sub-consultants.

E. Work Plan Schedule

Each Consultant's proposal submission shall include a Gantt Chart of the proposed project schedule in Microsoft Project 2000 format. All key milestone dates for the Study must be detailed. The Proposal shall also include a separate detailed work plan table for Part 1 showing the allocation of hours estimated for all of the consultants staff and sub-consultants if applicable who will be employed on each segment of the assignment from the start of the project until completion of the final design and tender documents. Hourly rates shall be included for each staff shown along with expected disbursements so that the totals will equal the Upset Cost included for Part 1.

F. Project Cost

The Consultant shall include all engineering costs identified in the RFP excluding the following:

- Rental fees of facilities for Public Information Center
- Advertising Costs for Notice of Public Information Center
- All Application Fees required to complete assignment
- Geotechnical costs
- CCTV Inspection costs
- Legal survey costs
- Tender advertisement costs

SECTION 5

EVALUATION OF PROPOSAL

The Corporation of the County of Prince Edward shall appoint a Technical Evaluation Committee to review the proposals received. The evaluation and weighting of each proposal by the Committee shall be as follows:

Consultant's Relevant Project Experience	25	points
Project Manager & Staff Qualifications & Experience	25	points
Project Understanding	15	points
Methodology for undertaking the assignment.....	22	points
Consultant's Schedule for completion of Part 1.....	3	points
Lump Sum Price For Part 1	<u>10</u>	<u>points</u>
	Total	100 points

Scoring of Submissions

The lowest Lump Sum Price submitted shall be given a maximum score of 10 points. All other proposals shall receive a Lump Sum Price Score pro-rated in comparison with the lowest Lump Sum Price.

All other weighted components of the total score will be scored by the Technical Evaluation Committee irrespective of the Lump Sum Price submitted.

SECTION 6

CONSULTANT'S QUALIFICATIONS

A. Consultant Corporate History, Relevant Experience, and References

Consultants must provide information regarding their corporate experience in the last 5 years that are relevant to the assignment.

Consultants must provide 3 references from 3 different organizations for which the consultant has performed similar work. The information must include the contact name, title, company name, address, current telephone and facsimile numbers, and a short description of the individual's role in the project.

All of this information is to be included in the Proposal submission.

B. Consultant's Staff History, Relevant Experience, and References

Consultants must designate in the proposal the staff person who will be the Project Manager for both Part 1 and Part 2 of this assignment and provide a list of other key staff to be utilized on the assignment. A summary of the qualifications of the Project Manager and the other key staff to be used on this assignment including the inspection staff shall be provided. The information provided must include the relevant experience and a short description of the individual's role in the project. References may also be provided for the principal Project Manager who has done similar work while working for other organizations, if they were functioning in a position similar to that proposed. Hourly rates shall be provided for all key staff. Consultants must provide a separate list for the staff to be used for the design (Part 1) and for the contract administration (Part 2) sections of the assignment.

SECTION 7

CONSULTANT'S SUB-CONSULTANT LIST

Include a list of all sub-consultants to be utilized during the term of this assignment. The role of each sub-consultant must be identified along with a list of corporate experience of the sub-consultant. This information is to be included as Schedule F of the Proposal submission.

SECTION 8

DELIVERABLES

The Successful Consultant shall be required to provide the following:

- Minutes for all Progress Meetings.
- Preliminary design report (3 copies)
- All documentation required to comply with the EA process
- Final design summary report (3 copies)
- Tender Documents including Plans (as noted in Section 4 A)

Schedule "A"

OCCUPATIONAL HEALTH AND SAFETY

STATUTORY DECLARATION

In submitting this proposal, I/We, on behalf of _____,
(legal name of company)

certify the following:

- (a) I/We have a health and safety policy and will maintain a program to implement such policy as required by clause 25(2) (j) the *Occupational Health and Safety Act*, R.S.O. 1990, c.O.1, as amended.

Note: This OHS Act requirement {a} does not apply to employers with 5 or less employees.

- (b) With respect to the services being offered in this proposal, I/We and our proposed subcontractors, acknowledge the responsibility to, and shall:

- (i) fulfill all of the "employer" obligations under the OHSA and ensure that all work is carried out in accordance with the OHSA and its regulations.
- (ii) ensure that adequate and competent supervision is provided as per the OHSA to protect the health and safety of workers; and
- (iii) provide information and instruction to all employees to ensure they are informed of the hazards inherent to the work and understand the procedures for minimizing the risk of injury or illness.

- (c) I/We agree to take every precaution reasonable in the circumstances for the protection of worker safety, as required under the OHSA.

Dated at _____ this _____ day of _____ 20____

(Authorized signing officer for the Service Provider)

(Title)

(Phone Number)

Schedule "A1"

ACCESSIBILITY REQUIREMENTS

In accordance with Ontario Regulation 429/07, Accessibility Standards for Customer Service every provider of goods and services shall ensure that every person who deals with a member of the public or participates in the developing of the County's policies, practices and procedures governing the provision of goods and services to members of the public, shall be trained as follows:

1. How to interact and communicate with persons with various types of disability
2. How to interact with persons with disabilities who use assistive devices or require the assistance of a guide animal, or a support person
3. How to use equipment that is available on the premises that may help in the provision of goods or services.
4. What to do if a person with a particular type of disability is having difficulty accessing the provider's goods or services
5. Information on the policies, practices and procedures governing the provision of goods and services to people with disabilities

Contract employees, third party employees, agents and others who deal with members of the public on behalf of the County of Prince Edward must meet the requirements of Ontario Regulation 429/07 with regard to training. If a training policy is not yet in place, please go the following link, complete the training module and provide a copy of the Certificate to the County of Prince Edward.

<http://www.mcass.gov.on.ca/mcass/serve-ability/splash.html>



Accessibility for Ontarians with Disabilities Act (AODA)
Accessible Customer Service Training

Company Name: _____

I acknowledge that all staff employed by _____ who may undertake any duties and interact with any persons with disabilities, in the course of this company's contractual obligations with The County of Prince Edward, have reviewed a *Service Ontario video/ on-line training course* outlining the Accessibility for Ontarians with Disabilities Act (AODA) regulations.

As a principle of the contractor employed by The County of Prince Edward, I understand the municipality's requirements to comply with the Customer Service Standard. I will ensure that all future staff hired to assist with this company's contractual obligations will receive similar training as soon as they are hired, to meet these ongoing requirements.

Name: _____

Signature: _____

Date: _____

**Schedule "B"
Location Map**

LOCATION MAP

THIS MAP IS NOT TO BE USED FOR NAVIGATION



Legend

— Road Centerline

Overview Map



Notes

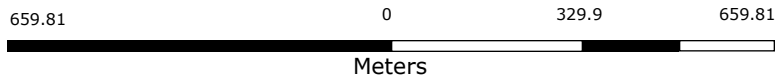
COUNTY RD 13 (BLACK RIVER) BRIDGE REHABILITATION

Prince Edward County



332 Picton Main St.
Picton, ON
K0K2T0
www.pecounty.on.ca

Map Scale 1: 12,988



Prince Edward County GIS

This map is a user generated static output from an Internet mapping site and is for reference only. The Corporation of the County of Prince Edward (PEC) makes no warranty, representation or guaranty as to the content, sequence, accuracy, or completeness of any of the data provided. Produced by PEC and includes material © Queen's Printer for Ontario, 2014. DRAPE Imagery: 2008 Copyright © of Groupe Alta - All Rights Reserved. Projection & Coordinate System: WGS 1984 Web Mercator Auxillary Sphere

**Schedule "C"
OSIM Bridge Inspection Report
And
Deck Condition Survey Report**