



THE CORPORATION OF THE TOWN OF COBOURG

TENDER BID RECEIPT LABEL

THIS LABEL MUST BE SECURELY ATTACHED TO THE FRONT OF THE SEALED ENVELOPE CONTAINING THE TENDER BID.

**ALL TENDER BIDS MUST BE RECEIVED AT:
LEGISLATIVE SERVICES, 55 King Street West, Cobourg ON K9A 2M2 905-372-4301**

COMPLETED BY DEPARTMENT ISSUING TENDER BID	
TENDER BID NUMBER:	CO - 23 - 11 – ENG RFP
TENDER BID NAME:	Design of William Street Bridge Improvements and King Street West Culvert Replacement
CLOSING DATE:	Tuesday, June 20, 2023
CLOSING TIME:	2:00 P.M.

COMPLETED BY COMPANY SUBMITTING TENDER BID	
SUBMITTED BY:	
COMPANY CONTACT:	
COMPANY NAME:	
COMPANY ADDRESS:	
COMPANY PHONE:	

LEGISLATIVE SERVICES USE ONLY		
TENDER BID RECEIPT:		
DATE:	TIME:	INITIALS:

LEGISLATIVE SERVICES USE ONLY			
TENDER BID OPENING:			
DATE:	TIME:	INITIALS:	INITIALS:

By-law 016-2012, Purchasing Policy (est March 19, 2012)
Part 7.1, Section 7, RETURN RECEIPT OF COMPETITIVE BID DOCUMENTS, Purchasing Policy,
"All tender bids will be issued from and received at the office of the Municipal Clerk, located at the
Main Floor of Victoria Hall, 55 King Street West, Cobourg, Ontario K9A 2M2,
using the appropriate label or envelope as provided in bid package."

THE CORPORATION OF THE TOWN OF COBOURG



REQUEST FOR PROPOSAL – Design of William Street Bridge Improvements and King Street West Culvert Replacement

INTRODUCTION

The Town of Cobourg is requesting proposals for consulting engineering services to complete the Preliminary and Detailed Design for the William Street Bridge Improvements and King Street West Culvert Replacement including provisional contract administration and inspection services.

CLOSING

Proposals shall be submitted no later than **2:00 pm, Tuesday, June 20, 2023** and shall be received by **Hard Copies and Electronic Bid Submission**.

QUESTIONS

Any questions regarding this Proposal should be submitted in writing by June 14, 2023

Questions to be sent via email to Terry Hoekstra, Manager of Engineering, Town of Cobourg at thoekstra@cobourg.ca

Please go to Biddingo for RFP documents

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1. INSTRUCTIONS TO PROPONENTS

1.1. Executive Summary

The Town of Cobourg is seeking an Engineering Consultant to complete preliminary and detailed design, to prepare a complete set of Tender drawings and Contract Documents for the King Street Culvert Replacement, and William Street Bridge Improvements.

The project includes rehabilitation/replacement recommendations, structural evaluation and design, highway design, traffic control design, roadside protection, utility relocations, environmental assessment and legal survey.

The construction portion of this project is anticipated to be multi-year, with one tender issued for William Street Bridge Improvements in 2024 and a second tender for the King Street West Culvert Replacement in 2025.

On a Provisional basis, part-time Site Inspection and Contract Administration services shall be provided for the full duration of the Construction Contracts for the two sites to be constructed in two separate years.

1.2. SUBMISSION DETAILS

All Bidders shall have an account and be registered as a Plan Taker for this proposal opportunity, which will enable the Proponent to download the Proposal, to receive Addenda/Addendum email notifications, download Addenda and to submit their bid electronically through the Biddingo.

Bid submissions shall be hand delivered with three hard copies not later than 2:00:00 p.m. (14:00:00 hours), Eastern local time, on the date noted on the front cover of this document. Bids shall be delivered to 55 King Street West, Legislative Services, Ground Floor, Cobourg Ontario.

1.3. MODIFICATION OF BIDS

Modifications to bids already submitted will be allowed prior to closing time as determined by the Bidding System web clock.

The Town of Cobourg reserves the right to waive irregularities and to reject any or all bids. The Town of Cobourg also reserves the right to negotiate with the selected Proponent in the event that the price exceeds available funds.

1.4. PUBLIC OPENING

There will be a public opening for this Request for Proposal at 55 King Street West, Cobourg, immediately following the RFP closing to acknowledge receipt of submitted proposals.

1.5. INSURANCE AND INDEMNITY

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

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

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

The successful proponent shall indemnify and hold the Town of Cobourg, its officials, agents and employees harmless from and against any liability, loss, injuries, claims, demands, costs and expenses, including reasonable legal fees, occasioned wholly or in part by any acts or omissions either in negligence or in nuisance whether willful or otherwise by the Proponent, its agents, officers, employees or other person for whom the Proponent is legally responsible. The successful proponent shall indemnify and hold the Ganaraska Region Conservation Authority, its officials, agents and employees harmless from and against any liability, loss, injuries, claims, demands, costs and expenses, including reasonable legal fees, occasioned wholly or in part by any acts or omissions either in negligence or in nuisance whether willful or otherwise by the Proponent, its agents, officers, employees or other person for whom the Proponent is legally responsible.

1.6. MANDATORY REQUIREMENTS

The Town is seeking Proposals from Proponents who are both interested and capable of supplying the goods/services. The onus is on the Proponent to demonstrate their knowledge, understanding and capacity to supply the goods/services. The detail and clarity of the written submission will be indicative of the Proponent's expertise and competence. The main body of the submission for the Proposal shall be limited to 30 single sided pages, not including appendices, Project Schedule, organization charts, etc. at minimum, 12-point Arial font.

1.6.1. Experience and Project Team Credentials

Proponents shall submit their response by using the header specified as: **Section 1 – Experience and Project Team Credentials.**

The Proposal should include the following:

- a. A brief overview of your organization with highlights of services provided and areas of expertise. This should include past and current projects of the firm of similar scope including the size, value and complexity.
- b. Assigned project team including years of experience and note projects that the team has worked on together.
- c. Current workload of the firm demonstrating the capability and capacity to complete the work within the time and budget parameters identified.
- d. Organization chart (submitted as Appendix B, not included in page limit) provided with position title, proposed staff name, and key credentials as it relates to your proposal. Organization chart should demonstrate appropriate level of staffing and efficient organization structure.
- e. Staff Resumes (submitted as Appendix E, not included in page limit) resumes of each project team member detailing past projects of this nature.

1.6.2. Approach, Methodology and Value Add

Proponents shall submit their response by using the header specified as: **Section 2 – Approach, Methodology and Value Add.**

The Proposal should include the following:

- a. Description of any aspect of the Proponents methodology, tools and techniques that will enable the work to be carried out more effectively and efficiently. How the firm intends to complete each task and subtask and how the firm intends to produce the deliverables for each of the Milestones. This should include description of the firm's process of project management including monitoring and adhering to the budget and schedule, and quality assurance/quality control plan including accountability for subconsultants.
- b. Communication protocol for both external and internal stakeholders, if applicable.
- c. Value added, if applicable.
- d. Risk assessment plan addressing all risks that may impact the delivery of this service, including areas that may cause completion delays, generate cost increases, change orders or may be a source of dissatisfaction to the Town of Cobourg.
- e. Project Schedule (submitted as Appendix C, not included in page limit) in GANTT chart format, organized by key tasks and milestone dates. The GANTT chart shall show the start and finish dates for the various activities, identify tasks and individuals who will perform the task and include any subcontractors if applicable.

1.6.3. Pricing Schedule

Proponents shall submit their response by using the header specified as: **Section 3 – Pricing Schedule.** Noted that separate pricing schedules should be submitted for each structure.

The Proposal should include the following:

- a. Include a Fee schedule that describes allocation of staff resources, inclusive of a breakdown of hours, hourly rates and total costs by task, by consultant team member, as well as costs for any disbursements. If Mileage, printing, telephone, fax or courier costs are charged, they must be included as part of your disbursements quoted.
- b. Include hourly rates for construction staff. Hours will be negotiated once the contract packages are progressed for accurate forecasting of effort.

1.6.4. Appendices

The Proponent shall fill out and submit with their proposals the following mandatory forms:

- Appendix A “Acknowledgements” – acknowledge the correct number of addenda received and provide signing authority.
- Appendix B “Organization Chart” – providing assigned project team, reporting relationships, and subconsultants including discipline leads and quality reviewers.
- Appendix C “Project Schedule” – in GANTT chart format.
- Appendix D “Subconsultants” - Submit a list of sub-consultants to be used for the supply of the goods/services, or indicate “Not Applicable”.
- Appendix E “Resumes” – resumes of each project team member detailing past projects of this nature.
- Appendix F “References” - provide a minimum of three references that can be contacted by Town staff. References must be recent within five years.

1.6.5. Evaluation Criteria

Proposal meeting the mandatory requirements will be further assessed against the following criteria. The relative weighting for each criterion is also given.

Section	Criteria	Weight
1	Experience and Project Team Credentials	40
2	Approach, Methodology and Value Add	40
3	Pricing Schedule	20
Total Available Points		100

Interviews may be held for shortlisted proponents. If required, interviews will be held on June 28, 2023.

2. TERMS OF REFERENCE

All Proposals must account for the following scope of work for the elements of the project. If the Proponent recommends additional scope, substitutions and/or value related alternatives, it should be clearly described in full, with reasons for the alternative and a separate pricing for its inclusion. All work must comply with Town of Cobourg standards.

2.1. BACKGROUND

King Street West Culvert

King Street West Culvert is located on King Street West, approximately 0.6km West of Burnham Street. Built in 1970, the single span multi-plate CSP culvert accommodates flows from nearby subdivisions directly to Lake Ontario. Due to age of structure and level of deterioration as noted in the 2019 OSIM inspection report, replacement of this culvert is recommended. With a single lane of traffic in each direction, active transportation planning in this area will require widening of a portion of King Street West. Construction is anticipated to take place in 2025.

William Street Bridge

William Street Bridge is located on William Street, approximately 0.13 km Southeast of Boulton Street. Built in 1965, the 23.51m post-tensioned circular voided slab over Cobourg Brook accommodates 4 lanes of traffic as a main arterial roadway into Downtown Cobourg. Due to deterioration to the existing end posts, deficient railing systems, insufficient sidewalks widths, and lack of roadside protection, improvements to the William Street Bridge, including widening of sidewalks, is recommended. Construction is anticipated to take place in 2024.

2.2. DESCRIPTION OF THE PROJECT

This project is the replacement of the King Street West culvert and improvements to the William Street bridge.

The location of the King Street West culvert is on a single lane collector road and is the only access to approximately 105 homes in the nearby neighbourhood of Pebble Beach. Should the culvert fail, residents or emergency services will not have access to the subdivision. An OSIM report was completed in 2022 on the structure. This culvert has a Condition Index Value (BCI) of 43.75, as determined in accordance with the MTO guidelines. The report recommended a replacement of the structure in 1-5 years.

The location of the William Street bridge is on William Street which has an Average Annual Daily Traffic (AADT) of 13600. An OSIM report was completed on July 12, 2022, and the report showed a BCI of 71.79. The bridge exhibited severe spalling and delaminations on the masonry end posts. It also exhibited wide cracking as well as severe spalling and delaminations on the sidewalk. Sidewalk will require widening as part of these improvements. Localized deterioration of other components was also noted. Rehabilitation of the bridge was recommended in 1-5 years.

Design should be completed in 2023 for both projects. Construction anticipated in 2024 for William Street Bridge and 2025 for King Street West Culvert.



Figure 1: Location of King Street West Culvert

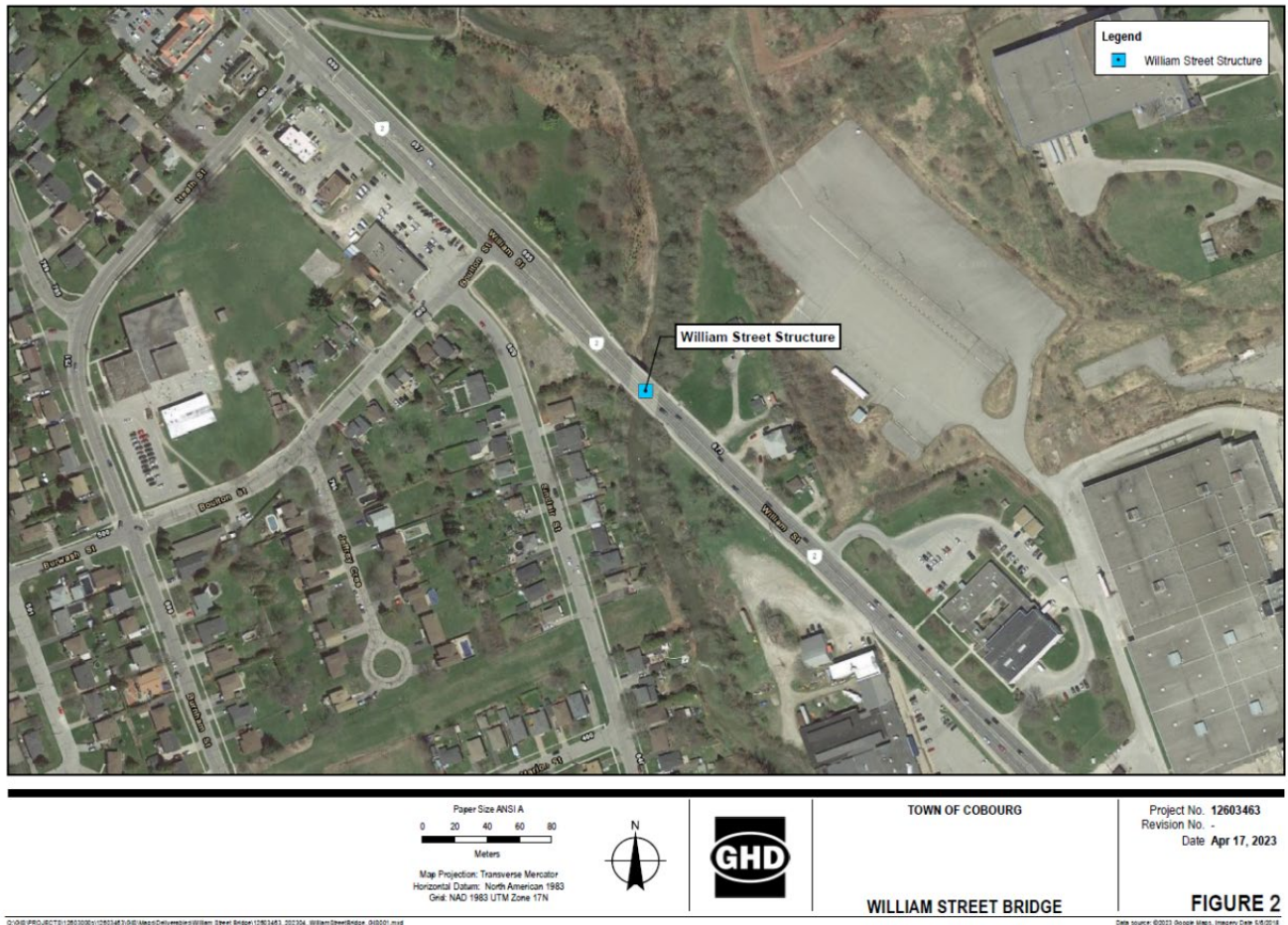


Figure 2: Location of William Street Bridge

2.3. GENERAL SCOPE OF WORK

2.3.1. Detailed Scope of Work

- a) Completion of the Environmental Assessment shall be carried out in accordance with the Municipal Class Environmental Assessment document, October 2000. (Amended in 2007, 2011, 2015 and 2019, 2023 (proposed changes are not final yet)). The King Street West culvert replacement and roadworks project is classified as Exempt under the Municipal Class Environmental Assessment (2023). The William Street bridge improvement, given its age, will require the Cultural Heritage Checklist to be completed, and will also be Exempt under the Municipal Class Environmental Assessment (2023) given that it is found that it does not have cultural heritage value.
- b) Review all available background information and reports provided by the Town, GRCA and DFO, and investigate the existing conditions. Site investigations shall include obtaining all required structure dimensions,

- assessment for removal of the existing structures, road reconstruction requirements, hydrology and hydraulics requirements, environmental protection requirements and the traffic control requirements during construction. Noted that access to Pebble Beach during construction is critical, and must be given thorough review as methodology for maintaining access will be evaluated during the RFP process.
- c) Carry out all field survey work necessary to prepare the detailed design. The survey is to include all elevations along the roadway for a distance of 300m each way from the structure as well as 20m outside of the Town right of way. The survey shall include any features (buildings, fences, trees, wells, culverts, etc) that are located within the specified limits. The survey should be taken at intervals not exceeding 20 metres. The Consultant is responsible for obtaining approval for all surveying on private property. All survey work is to be carried out using state of the art electronic survey equipment. A registered OLS surveyor shall confirm property and right-of-way limits within the extents of the overall topographical survey.
 - d) Carry out a roadside protection assessment and make recommendations as required.
 - e) Design for King Street Culvert replacement will include a small (up to 100mm) diameter forcemain to be installed under the structure and stubbed under each approach for future connection. The location of the forcemain will be coordinated with the Town to suit future connections. The existing watermain will be replaced as part of the project giving consideration to maintaining existing water supply to Pebble Beach neighbourhood.
 - f) Perform studies as required including traffic and natural environment to determine the design parameters for the rehabilitated or replacement structure. Complete a Level 1 archeological assessment for the King Street West Culvert replacement and a built heritage assessment for the William Street Bridge improvements. Recommend and perform additional investigation if deemed required.
 - g) Tree removals plan if necessary;
 - h) Prepare a comprehensive preliminary design report, which will provide the basis for the detailed design and construction of the proposed works. The final preliminary design report must be signed and stamped by a Professional Engineer Licensed in Ontario.
 - i) Undertake a geotechnical investigation and foundation design for the replacement of King Street Culvert.
 - j) Investigate viable design alternatives, provide an analysis of the alternatives and include a recommendation of the preferred alternative. The analysis of the alternatives shall be based on the technical information and the inputs

from the Town. The analysis of the alternatives shall include, but not be limited to the following:

- i) Cost of ownership including annual fixed/amortization costs
- ii) Land requirements
- iii) Impact on future and current land use
- iv) Operation and maintenance costs
- v) Operational issues and concerns
- vi) Site constraints
- vii) Design and construction schedule
- viii) Constructability
- k) Preparation of maps, drawings and designs adequate for regulatory/permit requirements;
- l) Preparation of all required permit applications (application fees to be paid by the Town);
- m) Prepare a preliminary schedule for design, post-construction services of the project. Incorporate reasonable timelines into the schedule, addressing approval requirements.
- n) Prepare a detailed cost estimate for the preferred alternative including utility relocations if necessary;
- o) Submission of design packages for review at the 30%, 70%, 100%, Issued for Tender, and Issued for Construction milestones;
- p) Prepare tender specifications, a summary of bid results, a letter of recommendation, and assist the Town in collecting the required obligations of the contract;
- q) Provide Contract Administration and Inspection services and coordinate material inspections (geotechnical consultant fees to be paid by Town);
- r) As Constructed drawings (1 CAD, 1 PDF);

The Consultant shall also be responsible for:

- i. Facilitating all meetings, public information centres and stakeholder meetings, preparing and distributing agendas and minutes; Consultants to allow for at least eight (8) meetings for this purpose.
- ii. Corresponding with review agencies, First Nations, interested parties and the general public, as required, throughout the duration of the Project;
- iii. Preparing public notices;
- iv. Providing response to public and agency comments/concerns and inquiries from Project start up until end of the final public review period;
- v. Providing display and presentation material and professional staff to lead presentations and public forums;

2.3.2. Detailed Scope of Work for Preliminary Design

- a) Identify and propose traffic and construction staging;
- b) Identify and propose alternatives;
- c) Propose construction scheduling;
- d) Propose cost estimates of alternatives;
- e) Complete MECP Preliminary Screening to determine potential impacts to Species at Risk.
- f) Complete a comprehensive preliminary design report including schedule, cost estimate and general arrangement drawing of the preferred alternative.
- g) Submission of 30% Design package complete with but not limited to the above;

2.3.3. Detailed Scope of Work for Detailed Design

- a) Complete detailed design stamped by a Professional Engineer licensed in Ontario and according to the requirements in the CAN/CSA S6-14, OPSS, MTO Structural Manual, MTO Structural Rehabilitation Manual, and any other governing standard;
- b) Prepare Traffic Control Plans for each stage of construction, including interim set-ups.
- c) Acquire permits from all agencies necessary to move forward with improvements to the bridge and replacement of the culvert.
- d) Complete geomorphology assessments as required.
- e) Complete a detailed tree inventory, including a tree preservation plan and restoration plan.
- f) Complete a Bird Nest Survey, as required and as per Species at Risk Assessment
- g) Complete a detailed erosion & sediment control plan, including but not limited to: Dewatering plan including bypass & sediment control measures, as required. EASR (Environmental Activity and Sector Register), including permit to take water, as required.
- h) Completion of DFO SARA (Species At Risk Act) permit, as required.
- i) Prepare and provide 70%, and 100% Design packages, including updated engineering drawings, design report, and capital cost estimate. Technical specifications shall be included with each submission.

2.3.4. Detailed Scope of Work for Contract Administration/Inspection

The Consultant shall assign the necessary field staff to adequately control the accuracy and quality of the construction contract work to ensure compliance with the plans, permits and specifications, and to perform such field operations as necessary, and for the provision of construction administration services. The Assignment shall be carried out in accordance with the most recent edition of the Ontario Ministry of Transportation Construction Administration and Inspection Specifications Manual (CAIS) and related CAIS Amendments. The CAIS shall be a minimum guide and proponents are encouraged to provide their approach to providing services.

i. Contract Administration

The Consultant's Contract Administrator services shall include, but are not limited to the following:

- a) Oversee substantial performance of the contract while meeting the standards and specifications provided in all tender documentation;
- b) Interpret contract drawings and specifications for the Contractor and external agencies as required;
- c) Liaise with other stakeholders and project participants;
- d) Check, review and approve shop drawings where required;
- e) Review proposed construction methods as warranted, to ensure that the Contractor's work complies with the design requirements;
- f) Consider and provide advice regarding alternative construction methods or materials proposed by the Contractor and the preparation of change orders;
- g) Review, negotiate and make recommendations regarding payment of extra work requests;
- h) Receive all claims, notice of intent to claim, disputes and questions relating to Contractor performance and quality of the Contractor's work;
- i) Process progress and final payment certificates for contract work in accordance with applicable statutes, and general follow-up of construction with respect to progress costs, schedules, and apportionment of project costs;
- j) Assist the design consultant in making design revisions as required to provide for unexpected field conditions;
- k) Liaise with property owners to address issues and concerns and document the issues/concerns and agreed resolution;
- l) Convene and lead site meetings and prepare regular site meeting minutes;
- m) Ensure the project is completed in compliance with requirements outlined in the various environmental permits/approvals;
- n) Ensure the environmental protection measures are acceptable and working as required. Any deficiencies shall be noted and corrected;
- o) Ensure all Traffic Management and Public Information requirements included in the contract documents or required by law are complied with;

- p) Maintain adequate records related to the Construction Contract;
- q) Obtain warranties, guarantees and certification of contract completion;
- r) Obtain and record field information/details during construction and modify contract drawings to produce 'as-built' drawings. As-built drawings are to be provided to the Town in digital (PDF and CAD) within one month of construction completion. If changes are made during the maintenance period, 'as-built' drawings are to be revised and resubmitted to the Town; and
- s) All other duties as may be required to ensure the delivery of the services in accordance with the intended purpose of the project.

ii. Construction Inspection

The Consultant's Construction Inspection services shall include, but are not limited to the following:

- a) Provide full-time experienced Inspector(s) on this project for the duration of construction;
- b) Complete field surveys and layout checks for control and calculation of progress payment certificate quantities for the work, including the compilation of diaries, records, and reports substantiating payment certificates both during construction and upon completion of the project work;
- c) Inspect all layout and construction work to ensure compliance with the contract specifications and drawings and that all works are completed in good workmanship;
- d) Notify the Contractor of any deficiencies in the construction of the work, instructing the Contractor to take appropriate corrective measures; confirm and report the results of the corrective measures;
- e) Investigate, report on, and advise on unusual circumstances which may develop during the construction stages;
- f) Conduct environmental inspections to verify Contractor compliance with all environmental requirements;
- g) Prepare and maintain notes, diaries, records and reports on a daily basis to document the progress of the work and to substantiate the quality and quantity of the work performed;
- h) Undertake final inspections of the work at the conclusion of construction works and at the end of the maintenance period, as required for final acceptance of the projects by the Town and others involved; and
- i) All other duties as may be required to ensure the delivery of the services in accordance with the intended purpose of the project.

The estimated Contract Administration and Construction Inspection hours in the Schedule of Prices is based on the following assumptions:

- Contract Administration – part-time at 12 hours per week
- Construction Inspection – full-time at 50 hours per week

It is expected that the weekly workload will fluctuate based on the given stage of construction. In other words, the Consultant isn't guaranteed a maximum or minimum weekly workload. The assumptions described above are provided to assist the Proponent with being able to ensure that there is a proper allocation and commitment of resources.

The quantities shown in the Schedule of Prices are an estimate only and are not an indication of the actual effort. The estimated quantities shall be used as a basis for calculation upon which the award will be made. These quantities are not guaranteed to be accurate and are furnished without liability on behalf of the Town.

Payment for CA/Inspection will be based on the proposed unit rates and a pre-determined schedule for construction of the preferred alternative, as approved by the Town. In the event that the Town and consultant cannot agree on terms for the construction administration portion of the project the town reserves the right to have a separate construction administration agreement with another consultant.

The proposal shall contain detail of all elements listed above.

2.3.5. Major Deliverables

Design Phase

- Bridge Condition Assessment and Rehabilitation Summary Report for William Street Bridge
- Preliminary Design Report for King Street Culvert
- Topographic Survey
- 30% Design Package
- 70% Design Package
- 100% Design Package
- Issued for Tender Package

Construction Phase

- Issued for Construction Package (Provisional)
- Construction Documentation & Photos (Provisional)
- As-Built Drawings (Provisional)

2.3.6. Schedule

The proposed schedule is as follows:

Event/Milestone	Estimated Date
-----------------	----------------

Closing Date	June 20th, 2023
Award of RFP	July 2023
Topographic Survey	August 2023
Bridge Condition Assessment and Rehabilitation Summary Report	September 2023
30% Design Package Submission	October 2023
70% Design Package Submission	November 2023
100% Design Package Submission	December 2023
Issued for Tender Package Submission	January 2024
Issued for Construction Package Submission (Provisional)	May 2024
Contract Administration & Inspection (Provisional) William St. Bridge	June 2024
Contract Administration & Inspection (Provisional) King St. West Culvert	June 2025

2.3.7. Services and Information to be provided by the Town and GRCA

The Town of Cobourg and the Ganaraska Region Conservation Authority will provide the following documents and services to the successful proponent:

- General overview of deliverables
- OSIM reports
- Drainage area contributing to King Street West culvert
- Structural Drawings for William Street Bridge
- Reference Drawings for King Street West Culvert
- Material Testing during construction

3. STANDARD TERMS & CONDITIONS

3.1. CLARIFICATION OF PROPOSAL DOCUMENTS

Any clarification of the Proposal documents required by the Proponent prior to submission of its Proposal shall be requested through the Town of Cobourg. The Proponent and the Town of Cobourg hereby agree that in no case shall oral arrangements be considered.

No officer or employee of the Town of Cobourg is authorized to alter orally any portion of these documents. During the period prior to submission of Proposals, alterations will be issued to Proponents as written addenda. The Proponent shall list in its Proposal all addenda that were considered when its Proposal was prepared.

3.2. PROOF OF ABILITY

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

3.3. DELIVERY

Time shall be material and of the essence of this contract. The Proponent shall be responsible for arranging its work so that completion shall be as specified in the contract.

3.4. PRICING REQUIREMENT

Prices shall be in Canadian Funds and shall include charges of every kind attributable to the work. Harmonized Sales Tax shall be shown as indicated.

The proposed prices shall not be subject to adjustment for any additional costs incurred by the company, except as may be provided elsewhere in this document.

3.5. TERMS OF PAYMENT

Payment of contract shall be in accordance with the terms of payment indicated in the contract.

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

3.6. ASSIGNMENT

The Proponent shall not assign the contract or any portion thereof without the prior written consent of the Town of Cobourg.

3.7. LAWS AND REGULATIONS

The Proponent shall comply with relevant Federal, Provincial and Municipal statutes, regulations and By-laws pertaining to the work and its performance. The company shall be responsible for ensuring similar compliance by its subcontractors.

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

3.8. CONTRACT

A contract between the successful Proponent(s) and the Town of Cobourg will be required. The Town of Cobourg will prepare the draft contract, and the Request for Proposals and Project Proposal shall form appendices.

3.9. SUB-CONSULTANTS

List any subcontractor that the Proponent intends to use for this assignment on the form provided in **Appendix D**.

3.10. DISCLOSURE

After the Proposal Opening, requests may be submitted to the Town of Cobourg for the results, and only the names of Proponents and total bid prices will be given in the reply.

3.11. OWNERSHIP

Any and all drawings, specifications, studies, electronic data, estimates, inventions, discoveries, improvements, concepts, enhancements, and ideas or any portion thereof that the Company may conceive, make, invent or suggest, either solely or jointly with the Town of Cobourg at any time during the provision of the Services, whether at the request or upon the suggestion of the Town of Cobourg, and whether or not patentable or copyrightable (and such drawings, enhancement, idea, program or portion thereof and any and all derivative works created or prepared from the foregoing being hereinafter referred to as "Work Product") shall fully, freely and immediately be communicated by the Company to the Town of Cobourg and shall belong to and be the Town of Cobourg's sole and exclusive property. The Company shall not at any time, whether during or after the termination or expiration of this Agreement, apply for any letters of patent, design, copyright, trademark or other form of protection whatsoever in Canada or elsewhere for the Work Product.

The Company hereby irrevocably assigns to the Town of Cobourg any right, title, or interest the company now has or may hereafter acquire in, to, and under all Work Product, and to any patent, copyright, trademark, or other proprietary or intellectual property rights or interest in, to, and under such Work Product. The Town of Cobourg shall be the sole and exclusive owner of all patents, copyrights, trade secrets and other proprietary or intellectual property right or interest in connection with such Work Product.

4. AWARD AND APPROVAL

4.1. PROPOSAL EVALUATION

Please reference proposal evaluation table in Section 1.6.5 of this document.

4.2. BID ACCEPTANCE

The Town of Cobourg reserves the right to award by item, or part thereof, groups of items, or parts thereof, or all items of the Proposal, and to award contracts to one or more Proponents submitting identical Proposals as to price; **to accept or reject any Proposal in whole or in part**; to waive irregularities and omissions, if in so doing, the best interest of the Town of Cobourg will be served. No liability shall accrue to the Town of Cobourg for its decision in this regard.

Proposals shall be irrevocable for 60 days after the official closing time.

The placing in the mail or delivery to the address given in the Proposal of a notice of award to a Proponent by the Town of Cobourg shall constitute notice of acceptance of contract.

4.3. REQUIREMENTS UPON AWARD

The successful Proponent shall not make any claims for additional costs, or expenses, due to the delay in, or cancellation of, the award of this RFP.

The successful Proponent will be required to submit, within 10 business days of notification of award of the RFP, and prior to start of Work, the following:

- a. Required copies of the signed Agreement;
- b. Certificate of Insurance; and,
- c. Proof of a valid and current Clearance Certificate or proof of exemption from the WSIB.

FORM OF PROPOSAL

To: Town of Cobourg

This Proposal submitted by:

Name of Company

Address of Company

Signing Authority and Title

Telephone

I/We, the undersigned, having carefully examined the site of the proposed work and all contract documents relating thereto, do hereby propose all and offer in accordance therewith to enter into a contract as and when required with The Town of Cobourg, in strict accordance with the said contract documents and such further details as may be supplied.

By my/our signature hereunder, I/we hereby certify this as the Proposal to Provide **Preliminary and Detailed Design for the widening of King Street West, King Street Culvert Replacement, and William Street Bridge Improvements including contract administration and inspection** Services to Town of Cobourg in accordance with the subject Proposal, executed and dated at _____ this _____ **day** of _____, 2023.

Signature (Must be signing Officer of Company)

Witness (Corporate Seal Not Available)

Affix Corporate or Legal Seal

Appendix A – Acknowledgements

RECEIPT OF ADDENDA (If applicable)

This will acknowledge receipt of the following addendum and, that the pricing quoted includes the provision set out in such addendum.

ADDENDA #

DATE RECEIVED

Appendix B – Organization Chart

Format to be determined by Consultant and included in final proposal.

Providing assigned project team, reporting relations, and subconsultants including discipline leads and quality reviewers.

Appendix C – Project Schedule

To be provided in GANTT chart format and attached to final proposal.

Appendix D - Sub-Consultants

Submit a list of sub-consultants to be used for the supply of the goods/services, or indicate "Not Applicable".

Contact	Details
Name:	Company Name:
Address:	Type of Goods/Services provided:
Phone:	Years in Business:
Email:	
Name:	Company Name:
Address:	Type of Goods/Services provided:
Phone:	Years in Business:
Email:	
Name:	Company Name:
Address:	Type of Goods/Services provided:
Phone:	Years in Business:
Email:	

Note:

If insufficient space is provided in this Appendix, please provide the required information in the same format on a separate form and attach to this Appendix.

Appendix E – Staff Resumes

Resumes of each project team member detailed past projects of this nature.

Note: Please limit CVs to 4 pages.

Appendix F - References

Provide a minimum of three references that can be contacted by Town staff. References must be recent within five years.

Contact	Details
Name:	Company Name:
Address:	Project Name:
Phone:	Completion Date:
Email:	Design Value:
Name:	Company Name:
Address:	Project Name:
Phone:	Completion Date:
Email:	Design Value:
Name:	Company Name:
Address:	Project Name:
Phone:	Completion Date:
Email:	Design Value:

Note:

If insufficient space is provided in this Appendix, please provide the required information in the same format on a separate form and attach to this Appendix.

Background Information Provided

- 2022 OSIM Report for 001 King Street West Culvert
- 2022 OSIM Report for 011 William Street Bridge
- William Street Bridge Reference Drawings
- Note any other available drawings or reports for Town to provide.
- Drainage area maps and design sheets for King Street West culvert