



# **BRIDGE REHABILITATIONS**

## **Engineering Services**

**REQUEST FOR PROPOSAL**  
**No. 2024-P07**

**ELECTRONIC SUBMISSIONS ONLY**

**Proposals shall be received by the Bidding System no later**

**than: **MARCH 1, 2024 @ 3:00 p.m. (local time)****

*(closing date extended - see Addendum 1)*

Issue Date: February 1, 2024

Documents are available in accessible format and/or with communication supports upon request.



**INDEX**

DEFINITIONS AND INTERPRETATIONS..... 3

SECTION 1.0 - INFORMATION TO PROPONENTS..... 4

    1.1 Introduction and Background ..... 4

    1.2 Proposal Format and Delivery ..... 4

    1.3 Designated Official ..... 5

    1.4 Questions / Inquiries..... 5

    1.5 Site Tour & Information Meeting ..... 6

    1.6 Addenda ..... 6

    1.7 RFP Schedule ..... 6

    1.8 Proponent Communications..... 7

    1.9 Proponent Investigations..... 7

    1.10 Notice of No Response ..... 7

SECTION 2.0 - TERMS OF REFERENCE ..... 8

    2.1 Introduction ..... 8

    2.2 Background ..... 8

    2.3 Consultants Scope of Services ..... 9

    2.4 General Design Requirements..... 10

    2.5 Reporting Schedule..... 12

    2.6 Project Schedule ..... 12

    2.7 Deliverables..... 12

    2.8 Information Provided by the County..... 13

SECTION 3.0 - PROPOSAL REQUIREMENTS..... 14

    3.1 Proposal Submissions..... 14

    3.2 Proposal Submission Requirements – Technical Proposal (Part 1) ..... 14

    3.3 Financial Submission Requirements - Financial Proposal (Part 2)..... 16

    3.4 Evaluation Process..... 16

    3.5 Evaluation Criteria ..... 17

    3.6 Ratings..... 18

    3.7 Presentation and Interview..... 19

SECTION 4.0 - GENERAL CONDITIONS ..... 21

    4.1 Rights of the County ..... 21

    4.2 Conflict of Interest..... 22

    4.3 Modified Proposals..... 22

    4.4 Disqualification of Proponents..... 22

    4.5 Confidentiality ..... 22

    4.6 Proposal Assignments ..... 23

    4.7 Procurement Policy ..... 23

    4.8 Failure to Perform..... 23

    4.9 Award and Agreement ..... 23



Bridge Rehabilitations – Engineering Services  
RFP No. 2024-P07

4.10	Insurance Requirements .....	23
4.11	Indemnification .....	24
4.12	WSIB Requirements.....	24
4.13	Compliance with the Accessibility for Ontario with Disabilities Act 2005 .....	25
4.14	Disqualification .....	25
4.15	Record and Reputation .....	25
4.16	Proponent’s Costs .....	26
4.17	Legal Matters and Rights of the County .....	26
4.18	Human Rights, Harassment and Occupational Health and Safety .....	27
4.19	Covid-19 Pandemic.....	27
4.20	Clarification .....	28
4.21	Supplementary Information.....	28
4.22	Default / Non-Performance .....	28
APPENDIX A - SAMPLE AGREEMENT .....		29
APPENDIX B – LIST OF ATTACHED DOCUMENTS.....		34

## **DEFINITIONS AND INTERPRETATIONS**

The following definitions apply to the interpretation of the Request for Proposal Documents;

1. “Addenda or Addendum” means such further additions, deletions, modifications or other changes to any Request for Proposal Documents.
2. “Authorized Person” means;
  - i. For a Proponent who is an individual or sole proprietor that person.
  - ii. For a Proponent which is a partnership, any authorized partner of the Proponent.
  - iii. For a Proponent which is a corporation:
    - a) any officer or director of the corporation; and
    - b) any person whose name and signature has been entered on the document submitted with the Request for Proposal, as having been authorized to participate in the completion, correction, revision, execution, or withdrawal of the submission, whether that person is or is not an officer or director.
  - iv. For a Proponent that is a joint venture, the submission shall be signed by a person for and on behalf of each joint venture or, if they warrant that they have the authority vested in them to do so, one person so authorized may sign on behalf of all joint ventures.
3. “Bidding System” means the County’s electronic bid portal website operated by bids&tenders™ and posted as <https://elgincounty.bidsandtenders.ca>
4. “Consultant” shall have the same meaning as Successful Proponent.
5. “Contract” means the contract arising upon the acceptance of a Proposal and award of the Contract by the County in accordance with the RFP.
6. “County” refers to the Corporation of the County of Elgin.
7. “Designated Official” refers to the Manager of Procurement & Risk for the County of Elgin.
8. “Proponent” means the legal entity submitting a proposal in response to this RFP.
9. “Proposal” means the Response in the form prescribed by this Request for Proposal Document and completed and submitted by a Proponent in response to and in compliance with the Request for Proposal.
10. “Request for Proposal (RFP)” means the document issued by the County in response to which Proponents are invited to submit a proposal that will result in the satisfaction of the County’s objectives in a cost-effective manner.
11. “Successful Proponent” means the Proponent whose proposal is selected and is awarded the contract for this RFP by the County.

## **SECTION 1.0 - INFORMATION TO PROPONENTS**

### **1.1 Introduction and Background**

The County of Elgin is situated in the heart of southwestern Ontario along the north shore of Lake Erie and due south of Highway 401 in what can be best described as a rich agricultural zone complemented by industry. The County is an upper-tier municipality comprised of seven local municipalities (excluding St. Thomas) covering an area of 460,000 acres, with a population of approximately 52,000 people. For more information on the County and the services we provide, visit [www.elgincounty.ca](http://www.elgincounty.ca)

The County of Elgin is inviting proposals from Consulting Engineers to undertake the rehabilitation design of five (5) bridges that will meet the requirements of the County as outlined in this Request for Proposal.

The successful proponent will possess the requisite technical skills to deal with the matters to be addressed in the following tasks and will be required to work directly with County staff, the public and other agencies in a professional manner. The firm, in addition to technical qualifications, must exhibit skills such as timeliness, diplomacy, tact, strong communication ability and an understanding of the County.

Further information regarding the scope of work is included in Section 2.0.

### **1.2 Proposal Format and Delivery**

**ELECTRONIC PROPOSAL SUBMISSIONS ONLY**, shall be received by the Bidding System. Hardcopy submissions not permitted.

All Proponents shall have a Bidding System Vendor account with bids&tenders™ and be registered as a Plan Taker for this RFP opportunity, which will enable the Proponent to download the Request for Proposal document, download Addendums, receive email notifications pertaining to this RFP and to submit their proposal electronically through the Bidding System.

Proponents are cautioned that the timing of their Proposal Submission is based on when the proposal is RECEIVED by the Bidding System, not when a proposal is submitted, as proposal transmission can be delayed due to file transfer size, transmission speed, etc.

For the above reasons, it is recommended that sufficient time to complete your proposal submission and attachment(s) (if applicable) and to resolve any issues that may arise. The closing time and date shall be determined by the Bidding System's web clock.

Proponents should contact bids&tenders™ support listed below, at least twenty-four (24) hours prior to the closing time and date, if they encounter any problems. The Bidding System will send a confirmation email to the Proponent advising that their proposal was submitted successfully. If you do not receive a confirmation email, contact bids&tenders™ support at [support@bidsandtenders.ca](mailto:support@bidsandtenders.ca).

Late Proposals are not permitted by the Bidding System.

To ensure receipt of the latest information and updates via email regarding this RFP, or if a Proponent has obtained this RFP document from a third party, the onus is on the Proponent to create a Bidding System Vendor account and register as a Plan Taker for the RFP opportunity.

Proponents may edit or withdraw their proposal submission prior to the closing time and date. However, the Proponent is solely responsible to ensure the re-submitted proposal is received by the Bidding System no later than the stated closing time and date.

The onus unequivocally remains with the Proponent to ensure that the proposal is submitted electronically prior to the deadline and in accordance with the submission instructions.

The County, its elected officials, employees and agents shall not be responsible for any liabilities, costs, expenses, loss or damage incurred, sustained or suffered by any Proponent, prior or subsequent to, or by reason of the acceptance, or non-acceptance by the County of any proposal, or by reason of any delay in the acceptance of any proposal.

The County shall not be liable for any cost of preparation or presentation of proposals, and all proposals and accompanying documents submitted by the Proponent become the property of the County and will not be returned. There will be no payment to Proponents for work related to, and materials supplied in the preparation, presentation and evaluation of any proposal, nor for the Contract negotiations whether they are successful or unsuccessful.

### 1.3 **Designated Official**

For the purpose of this contract Mike Hoogstra, Manager of Procurement & Risk for the County is the “Designated Official” and shall perform the following functions: releasing, recording, and receiving proposals, recording and checking of submissions; answering queries from perspective proponents, considering extensions of time, reviewing proposals received, ruling on those not completing meeting requirements and coordinating the evaluation of the responses.

### 1.4 **Questions / Inquiries**

All inquiries regarding this *RFP* shall be directed through the Bidding System online by clicking on the “Submit a Question” button for this bid opportunity. Questions submitted through the bidding system are directed to the Designated Official.

The deadline for submitting questions is noted in Section 1.7.

If during the period prior to submission of *proposals*, the County determines, in its sole and unfettered discretion, that part of the RFP requires formal amendment or clarification, written addenda to this RFP will be distributed to all registered Proponents.

No clarification requests will be accepted by telephone, fax or in-person meeting. Responses to clarification requests will be provided to all interested parties. Inquiries must not be directed to other County employees or elected officials.



Directing inquiries to other than the Designated Official may result in your submission being rejected.

### 1.5 **Site Tour & Information Meeting**

A mandatory site tour is not required as part of this RFP. It is recommended that proponents visit each of the five (5) bridge sites themselves to ensure the assignment can accurately be scoped and bid upon.

### 1.6 **Addenda**

The County, may at its discretion, amend or supplement the RFP documents by addendum at any time prior to the closing date. Changes to the RFP documents shall be made by addendum only. Such changes made by addendum shall be supplementary to and form an integral part of the RFP documents and should be allowed for in arriving at the total cost. The County will make every effort to issue all addenda no later than three (3) days prior to the closing date.

Proponents shall acknowledge receipt of any addenda through the Bidding System by checking a box for each addendum and any applicable attachment.

It is the sole responsibility of the Proponent to have received all Addenda that are issued. Proponents should check online at <https://elgincounty.bidsandtenders.ca/Module/Tenders/en> prior to submitting their proposal and up until the RFP closing time and date in the event additional addenda are issued.

If a Proponent submits their proposal prior to the RFP closing time and date and an addendum has been issued, the Bidding System shall WITHDRAW the proposal submission and the bid status will change to an INCOMPLETE STATUS and Withdraw the proposal. The Proponent can view this status change in the “MY BIDS” section of the Bidding System.

The Proponent is solely responsible to:

- make any required adjustments to their proposal; and
- acknowledge the addenda; and
- Ensure the re-submitted proposal is RECEIVED by the Bidding System no later than the stated RFP closing time and date.

The Proponent shall not rely on any information or instructions from the County or a County Representative except the RFP Documents and any addenda issued pursuant to this section.

### 1.7 **RFP Schedule**

The RFP process will be governed according to the following schedule. Although every attempt will be made to meet all dates, the County reserves the right to modify or alter any or all dates at its sole discretion by notifying all Proponents through the bidding system.

Issue RFP: February 1, 2024  
Last Date for Questions: February 15, 2024



RFP Close: February 22, 2024  
Interviews/Presentations: If required, TBD  
Award of Contract: March 12, 2024\*

*\*Dates noted above are an approximation only and are subject to change.*

### 1.8 **Proponent Communications**

Each Proponent is solely responsible to ensure that all contact information for the Proponent is accurate and updated at all times during the RFP process. Proponents may update or revise their contact information in their Bidding System Vendor account. All correspondence from the County to a Proponent will be issued through the Bidding System.

### 1.9 **Proponent Investigations**

Each Proponent is solely responsible, at its own cost and expense, to carry out its own independent research, due diligence or to perform any other investigations, including seeking independent advice, considered necessary by the Proponent to satisfy itself as to all existing conditions affecting the Proposal for this RFP. The Proponents' obligations set out in this RFP apply irrespective of any background information provided by the County or information contained in the RFP Documents or in responses to questions.

The County does not represent or warrant the accuracy or completeness of any information set out in the RFP Documents or made available to Proponents. The Proponents shall make such independent assessments as they consider necessary to verify and confirm the accuracy and completeness of all such information as any use of or reliance by Proponents on any and all such information shall be at the Proponent's sole risk and without recourse against the County.

### 1.10 **Notice of No Response**

If you are unable, or do not wish to provide a proposal, please complete a notice of no response form in the bidding system. It is important to the County to receive a reply from all Proponents.



## **SECTION 2.0 - TERMS OF REFERENCE**

### **2.1 Introduction**

The County of Elgin is inviting proposals from Consulting Engineering firms to undertake the rehabilitation of five (5) bridges as listed below and shown on the attached map:

- Eden Bridge (B53) – located on Eden Line, Municipality of Bayham
- Gillets Bridge (B27) – located on Sparta Line, Municipality of Central Elgin
- Mapleton Bridge (B14) – located on Belmont Road, Municipality of Central Elgin
- Players Bridge (B28) – located on John Wise Line, Municipality of Central Elgin
- Port Burwell Bridge (B45) – located on Nova Scotia Line, Municipality of Bayham

It is the intent of the County to secure an Engineering firm who will be the County's prime Consultant for the engineering and project administration of these projects.

The successful Consultant and subsequent subconsultants will possess the requisite technical skills to manage and address the tasks described herein and will be required to work directly with County staff, the public and other agencies in a professional manner.

Further information regarding the scope of work is included in Section 2.2.

### **2.2 Background**

The subject bridge structures have had OSIM inspections recently completed in 2023 and those reports are included with this RFP. These inspections concluded that these bridges require various rehabilitation works and their overall structure notes are as follows:

#### **Eden Bridge (B53)**

Steel girder bridge with a total deck area of 517m<sup>2</sup>. Built in 1967 and rehabilitated in 1998. Eccentric loader end treatments are substandard and should be replaced with code compliant end treatments. Joint seals appear to be leaking and should be replaced. Deck drains are moderate to severely corroded and should be replaced. Spalls, delaminations and severe scaling noted on soffit and deck curbs and should be repaired. Moderate to severe corrosion of girder ends should be repaired. Abutment bearings are in poor condition and should be replaced. Structural steel coating (girders and diaphragms) are generally in poor condition. It is recommended that the steel be cleaned, repaired and re-coated.

#### **Gillets Bridge (B27)**

Full through truss bridge with total deck area of 309m<sup>2</sup>. Built in 1930 with repairs completed to the curbs, deck and abutment in 2019. Generally, in fair to poor condition. Approach barriers and deck barrier are substandard and should be replaced with code compliant barriers. Isolated light to moderate corrosion of verticals at deck level. 4 verticals appear to be bowing / deformed on west span. A small perforation observed at end of top chord near bearing. Isolated moderate to severe corrosion and perforations at bottom chord connection plates. There appears to be

moderate areas of delaminated concrete on soffit at 3 floor beam locations on the west span and 3 floor beam locations on the east span. Exterior stringers have moderate to isolated severe corrosion (severe corrosion at ends of deck).

#### Mapleton Bridge (B14)

Concrete rigid frame with a total deck area of 184m<sup>2</sup>. Built in 1951. Structure generally in fair to poor condition. The concrete barrier is in poor condition and should be planned for replacement and repairs. Soffit is generally in fair to poor condition with severe spalls with wide cracking on fascia and severe spalls at bridge edges. The structure is nearing the end of its service life.

#### Players Bridge (B28)

Concrete simply supported bridge with a total deck area of 823m<sup>2</sup>. Built in 1969. Structure is in generally good condition. Bridge barriers are in fair to poor condition and should be scheduled for replacement. One joint has failed and should be replaced.

#### Port Burwell Bridge (B45)

Precast concrete girder bridge. Built in 1968. Approach guiderail connections to deck barrier are substandard and should be replaced with code compliant connections. Spalls with exposed corroded reinforcing steel and disintegration on a few concrete support pedestals supporting light standards. Isolated impact damage on north deck barrier railing, east end of deck. Severe scaling of sidewalk at south-east corner of deck. Soffit interior has a few severe delaminations. Deterioration and spalls with exposed corroded reinforcing steel on west abutment.

### 2.3 Consultants Scope of Services

The scope of work is to provide complete project engineering, reporting, detailed design (including drawings), tender preparation, inspection and contract administration services to rehabilitate the existing bridges identified above. Recently completed OSIM reports are attached to this RFP that include rehabilitation work recommendations, however, the successful Consultant will provide their own rehabilitation recommendation work scope for each structure that may differ from that which is outlined in the accompanying OSIM reports. The rehabilitation scopes presented shall address existing deficiencies in order to maintain the structure and extend its lifecycle at the lowest lifecycle cost.

The County would note that due to the age, materials and features of Gillets Bridge, the Consultant should carry costs to complete a Municipal Heritage Bridge Checklist and Evaluation and Screening for Cultural Heritage Value or Interest.

The submitted project schedule shall include any and all required pre-engineering investigations, design work, drawings, tender, applicable permits and approvals throughout 2024. The physical rehabilitation construction works of the bridges will occur during 2025. Therefore, engineering services under this contract will extend over a 2-year period. The County's intention is to secure one Contractor to complete work on all five structures during 2025.

The project included in these Terms of Reference will require engineering services to rehabilitate the identified bridges, in accordance with the most current edition of the Provincial Structural Manual, the Canadian Bridge Design Code and all Provincial Standards. The most recent

bridge inspection form and relevant available information is included with this document for the proponent's information.

Rehabilitation works and staging will accommodate one lane of vehicular traffic at all times when possible. Otherwise, roads will be closed during defined periods and a signed detour route will be designed by the Consultant, in accordance with OTM Book 7 with approval by the County of Elgin.

The Consultant will be required to provide a work plan that outlines the proposed staffing arrangements to complete each task and the estimated number of hours and cost allocated to accomplish each task by staff person, in a detailed time-task matrix. The Consultant will also provide a reasonable estimate of expenses and disbursements for the duration of the project. The work plan is subject to review, and must be agreed upon by the County prior to final award, and commencement of the assignment. During the course of the assignment, the Consultant will be required to monitor and report monthly on changes between the estimated and actual number of staff hours required to complete the assignment.

During the construction phase of the project, the Consultant shall provide FULL TIME construction inspection and contract administration services and act on behalf of the County to be the direct contact person for all project inquiries.

The cost submitted will be considered the upset limit and shall include all disbursements and miscellaneous costs.

All drawings are to be prepared in a digital format using AutoCAD Civil3D version 2018 or later.

All documentation is to be as per the specifications of the Accessibility for Ontarians with Disabilities Act.

Appropriate requirements of the Municipal Engineers Association Municipal Class Environmental Assessment (2023) must be followed. This is assumed to be an exempt project under the MCEA with the exception of Gillets Bridge as noted above.

The Consultant will be required to obtain and manage the services of any additional firms or sub-consultants necessary to provide information required for the completion of the project.

The Proponent shall address all tasks and include the cost for all sub-consultants noted in the Terms of Reference. The Consultant shall not transfer task(s) or cost of task(s), to the County or act as a coordinator between the County and any sub-consultant or delete tasks in the RFP. The upset limit shall be inclusive of all required tasks and sub-consultants identified in these Terms of Reference.

## 2.4 **General Design Requirements**

- a) Conduct a project initiation meeting with the Project Team.

- b) Investigating, and confirming the present location(s) of all utilities potentially impacted by the project. Coordinating with the utility companies any possible utility stake outs and/or relocation as required. Locations of existing utilities to be collected to be displayed on design drawings.
- c) The Consultant will be required to liaise with and attend a reasonable number of meetings with the appropriate authorities, including but not limited to: The County of Elgin, local municipalities, utility providers (as noted above), and other regulatory agencies, as required, to obtain their input and requirements for the project. For consistency among Proponents, the Consultant shall allow for a minimum of three (3) project team meetings (including the initiation meeting) at the County Administration Building (450 Sunset Drive, St. Thomas, ON).
- d) Review all the available documents and investigate the existing conditions. Conduct a site investigation to assess the site-specific requirements related to each bridge including, but not necessarily limited to, the requirements of the Canadian Highway Bridge Design Code CAN.CSA S6:19, current edition, MTO Structural Manual and all other applicable MTO directives. Site investigation shall include obtaining all required structure dimensions, assessment for rehabilitating of the existing bridge structures, any approach/road reconstruction requirements, environmental protection requirements and the traffic control requirements during construction.
- e) Undertake field survey work required for:
  - o Estimation of quantities
  - o Assessment of vegetative and underground features
- f) Prepare detailed design drawings (1:250 scale) for construction. Incorporate comments raised by the County, agencies and the Public, where appropriate. Design drawings to be submitted to the County in a timely fashion for review and comment.
- g) Submit application(s), plans, supporting documentation for any agency/authority approval, as required. Attend meetings at the offices of the agencies to discuss the design and provide explanations for the purpose of furthering the application towards approval. Application fees will be paid by the County.
- h) Prepare Contract Documents (Special Provisions and Form of Tender) for the project including tender quantities, material lists, specifications and special provisions. The County's Standard Tender documents will be used for this project. Including a detailed itemized construction cost estimate.
- i) Provide a complete set of drawings in PDF and AutoCAD Civil3D digital formats and a digital copy of tender documents in Microsoft Word and/or Microsoft Excel format and one form of tender in Excel Format.

- j) The Consultant shall provide the County’s Project Manager with a monthly financial report to accompany invoices, indicating the status of the project with early identification of any potential financial issues.
- k) The Consultant shall acknowledge that any expenditure beyond the upset limit will require appropriate written approval.

## 2.5 **Reporting Schedule**

The reporting schedule will be as follows:

- 70% drawing submission.
- 100% drawing submission including all detail plans, removals, traffic plans, etc. Preliminary form of tender and special provisions to be included with the 100% submission.

Final submission to include stamped tender ready plans, specifications, form of tender and a detailed construction cost estimate.

## 2.6 **Project Schedule**

The anticipated project schedule will be as follows:

- |  |                        |
|--|------------------------|
| ➤ Kickoff Meeting                                | April 2024             |
| ➤ Design Concept Review (70%)                    | June 2024              |
| ➤ 100% Design Submission & Construction Estimate | October 2024           |
| ➤ 100% Tender Ready                              | December 2024          |
| ➤ Construction                                   | On or after March 2025 |

## 2.7 **Deliverables**

The deliverables for the project are summarized below:

- Preliminary and detailed design plans as noted in the Reporting Schedule;
- Newspaper and online notifications as required (County cost);
- Reports, memos, communications, etc., as may be required during the course of this assignment;
- Approvals and permits from all external agencies for all construction to proceed;
- PDF and CAD format drawings and a digital copy of tender documents and form of tender.
- Monthly construction meeting agendas /minutes and progress payment certificates.

## 2.8 **Information Provided by the County**

The County will supply the following items:

- Access to all available plans and reports (if available);
- Standard template for use in preparing specifications and form of tender;
- General direction to the Consultant in completing the services and granting of approvals as necessary in a timely fashion;
- Review of information and plans prepared by the Consultant and comment in a timely fashion;
- Other documentation as available.

Attachments:

- Map identifying bridge locations
- Available bridge drawings (none for Mapleton Bridge)
- 2023 OSIM inspection reports

## **SECTION 3.0 - PROPOSAL REQUIREMENTS**

### **3.1 Proposal Submissions**

**ELECTRONIC PROPOSAL SUBMISSIONS ONLY**, shall be received by the Bidding System. The Proposal Submission shall comprise of two (2) separate proposal submission files as detailed in section 3.2

Hardcopy submissions not permitted.

This RFP is a two-stage submission and requires that pricing be included separately as Part 2. Any submissions which contain pricing information in the Technical Proposal (Part 1) will be rendered informal and will be disqualified. All information related to fees/pricing must be submitted in Part 2 only.

Failure to include the submission requirements may result in your proposal being disqualified.

### **3.2 Proposal Submission Requirements – Technical Proposal (Part 1)**

Proponents shall upload a PDF Proposal Submission to the Bidding System.

**The submission shall be no longer than fifteen (15) single sided pages (Arial 12 font or equivalent), excluding the Curricula Vitae.** The submission should include all of the information listed in this Technical Proposal Requirements section.

Each response to a request should clearly identify the section of this RFP to which it is responding (by number and heading). The Proponent should provide information of sufficient scope and depth to demonstrate the ability of the Proponent to deliver the services described in this RFP.

Information submitted is subject to verification, and further pertinent information may be obtained from references.

**The proposal submissions must include at a minimum the following information and shall be submitted in the same sequence in order to be considered responsive.**

a) **Section A: Overview**

A narrative demonstrating the firm's understanding of the full scope of services, reasons why the Proponent is interested in taking on this project and its familiarity with the County of Elgin.

b) **Section B: Work Program**

Provide a work program that includes the following:

Provide a detailed project work plan summarizing the approach and methodology for the specific tasks proposed. The work plan shall include resources necessary to meet the project objectives and shall indicate the tools and techniques that will be used to ensure

the project remains on budget and on schedule. The Proponent shall identify issues and risks associated with the project, including deviations to the project plan and how they would handle and manage the risks through the course of the project.

c) **Section C: Project Team – Own Personnel**

Identify the Project Team proposed for the assignment. For each member of the Project Team, confirm if the individual is a full-time, permanent employee of the Proponent and the estimated number of hours allocated to accomplish each task by staff person.

Provide a complete company profile including the resumes and relevant experience (while employed by the proponent) of the proposed project manager. Provide confirmation that the individuals that will serve as the key personnel for the duration of the project assignment are available to work on this project. Provide prime consultant contact info for the Project Manager last two completed projects.

d) **Section D: Project Team – Specialist Consultants**

Identify the other members of the Project Team proposed for the assignment. For each member of the Project Team, identify specific role/specialty, the individual responsible, and their specific experience as it pertains to this assignment.

Describe the organization of the Project Team. Demonstrate the experience and capability of the members of the Project Team. Provide resumes for all members of the project team clearly indicating that the personnel have experience in the provision of the Scope of Services; identification of the personnel's education qualifications, professional affiliations, years of experience in the field, and the number of years with the firm. It is important that your Project Team show a proven track record in designing and detailing similar facilities and show foresight in resolving problems before construction starts.

Provide confirmation that the individuals that will serve as the key personnel for the duration of the project assignment are available to immediately commence on this project.

e) **Section E: Project Schedule**

Provide a comprehensive project timeline / schedule in the form of a Gantt chart (or equal) which identifies the proposed scheduling of all major project tasks as identified in the Terms of Reference including scheduling of all milestones and any scheduling dependency relationships between activities, tasks and/or phases of the project. Indicate any possible areas that have flexibility to provide time and cost savings.

f) **Section F: Client References**

Provide at least three (3) references the County may contact. References should be from sources of similar project experience relevant to the requirements of this project and include projects where various timelines and schedules were managed simultaneously and the timeline and budget were met to deliver a successful project. Where the budget and timeline were not met, include details regarding the challenges faced and the workarounds utilized in order to complete the project.



### 3.3 **Financial Submission Requirements - Financial Proposal (Part 2)**

Proponents are required to complete the electronic Pricing Forms in the Bidding System. The total estimated cost including disbursements for the work proposed shall be considered in the upset limit. Fees & expenses shall not include contingencies or HST.

The proposal must clearly state which services are not included in your financial pricing submission.

Part 2 will only be unsealed if Technical Proposal (Part 1) scores a minimum of **56 points out of a possible 80 points** by the evaluation team.

### 3.4 **Evaluation Process**

This is a multi-stage evaluation process that considers both the qualifications of the Proponent and price.

#### **Phase I: Technical Proposal**

Phase I of this RFP requires that vendors respond to the Technical Proposal Requirements listed in section 3.2.

During this phase of the evaluation process, submissions will be reviewed and evaluated by an evaluation committee through a consensus method based on the evaluation criteria set out in section 3.5.

The disclosure of the allocated weightings for each category/criteria is provided to assist Proponents in preparing a submission that best meets the requirements of the County.

Only submissions which score a minimum of **56 points out of a possible 80 points** in Phase I will have met the established threshold and pass to Phase II and will be given further consideration for award.

#### **Phase II: Financial Proposal**

Only those Proponents who have met the established threshold will enter into Phase II. **If the Proponent does not meet the minimum criteria, they will not be considered for Phase II or any subsequent award.** Pricing will be unsealed and will be calculated according to the example in section 3.6.

Each proposal will be evaluated on its clarity and the demonstrated understanding of the Project requirements, the services proposed and timeframes, as well as the proponent's experience and the anticipated benefit to Elgin County. A short list of firms may be created for purposes of an interview or presentation, should this be required. Proponents may be contacted to explain or clarify their proposals; however, they will not be permitted to alter information as submitted.

An Evaluation Committee will be established from members of the County or any others as deemed necessary.

Proposals will be evaluated on the basis of all information provided by the Proponent. Each proposal will be reviewed to determine if the proposal is responsive to the submission requirements outlined in the RFP. Failure to comply with these requirements may deem the proposal non-responsive.

Selection of a proposal will be based on (but not solely limited to) the following criteria and any other relevant information provided by the Proponent at the time of submission as well as any additional information provided during subsequent meetings with the Proponent.

In recognition of the importance of the procedure by which a Proponent may be selected, the following criterion outlines the primary considerations to be used in the evaluation and consequent awarding of this project (not in any order). The County reserves the right to evaluate and rank each submission using criterion noted. Actual scores will be confidential.

The County reserves the right to request confidential references for any of the proponent's projects listed, as well as any of the proponent's other projects, and factor the ratings from all references, whether completed or in progress.

**3.5 Evaluation Criteria**

Submissions will be evaluated by an evaluation committee based on the following categories. The disclosure of the allocated weightings for each category is provided to assist in preparing a proposal that best meets the requirements of the County.

**By responding to this RFP, Proponents agree to accept the decision of the evaluation committee as final.**

Proposals will be evaluated based on the following weighted evaluation factors:

Rated Criteria	Maximum Weight Points
<b>PHASE 1 – TECHNICAL PROPOSAL</b>	<b>80 POINTS</b>
<b>Understanding of the Project</b>	
Understanding of the Project Goals, Objectives, Scope and Key Issues	20
<b>Methodology and Approach to Project Tasks, Deliverables and Consultation</b>	
Demonstrated Methodology and Approach to Completing Project Tasks and Deliverables	10
Demonstrated methodology and approach to public and stakeholder consultation that maintains a high engagement in meetings and other consultation forums in a virtual/remote format or combination thereof of in-person formats, for the duration of the assignment.	10

<b>Project Team and Experience</b>	
Project Manager, Experience and Qualifications	10
Key Team Members and Sub Consultants (if any), Experience and Qualifications	5
<b>Project Firm Experience</b>	
Firms previous relevant experience	10
<b>Project Workplan (Time/Task Matrix) and Project Schedule</b>	
Proposed Project Workplan and allocation of staff hours and appropriate resourcing	5
Proposed Project Schedule Timelines, Milestones, Submissions, etc.	5
<b>Quality and Cost Control Plan</b>	5
<b>PHASE 2 – FINANCIAL PROPOSAL</b>	<b>20 POINTS</b>
Fees / Pricing / Total Overall Cost	20 points
<b>TOTAL CUMULATIVE POINTS</b>	<b>100 POINTS</b>

### 3.6 Ratings

The following ratings will be used to evaluate the technical portion of the RFP process. For consistency, the table below describes the characteristics attributable to particular scores between 0 - 10.

0	Unacceptable	Did not submit information
1	Very Poor	Information provided does not meet any requirements
2	Poor	Barely meets some requirements, does not meet others.
3	Weak	Minimally addresses some, but not all of the requirement of the scope. Lacking in critical areas
4	Below Average	Addresses most of the requirements of the criteria to the minimum acceptable level. Lacking in some areas.
5	Somewhat Satisfactory	Addresses most, but not all, of the requirements of the criteria to the minimum acceptable level. May be lacking in some areas that are not critical.
6	Satisfactory	Adequately meets most of the requirements of the criteria. May be lacking in some areas that are not critical.

7	Good	Meets all requirements of the criteria.
8	Very Good	Somewhat exceeds the requirements of the criteria.
9	Excellent	Exceeds the requirements of the criteria in ways that are beneficial.
10	Outstanding	Proposal exceeds the requirements of the criteria in superlative ways / very desirable.

The firms achieving the minimum score identified will be shortlisted and Phase 2 of the evaluation will be unsealed for consideration.

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

$$\text{Lowest Cost} \div \text{Proposed Cost} \times \text{Maximum Points} = \text{Total Cost Points.}$$

It should be emphasized that pricing/cost is only one of the factors being considered in determining the successful Proponent.

In submitting a proposal, the Proponent acknowledges the County’s right to accept other than the lowest priced proposal and expressly waives all rights for damages or redress as may exist in common law stemming from the County’s decision to accept a proposal which is not the lowest price proposal, if it is deemed to be in the County’s best interest to do so.

All qualified proposal submissions will be reviewed and evaluated. Additional information may be requested if necessary.

Only the proposal response and Curricula Vitae requested will be evaluated. Proponents must include all relevant information in the required page limit restriction identified in section 3.2.

### 3.7 Presentation and Interview

The County may have the two highest scoring Proponents attend an interview to present the evaluation team with additional insight into the Proponent’s ability to meet the requirements as requested in the RFP. The County reserves the right to interview more or fewer than two Proponents based on the scoring results. Note- If the County elects to interview short listed proponents, the proposed Project Manager is required to attend.

The interviews would be conducted by the representatives of the Evaluation Committee via Zoom Web Conferencing. Senior staff members to be assigned to this project must attend the interview.



Presentations shall follow this general format:

- Introduction of Proponents Project Team (5 minutes)
- Proponent Presentation of the Proposal (15 minutes)
- Questions from Interview Committee (5 minutes)
- Questions from Proponents (5 minutes)

The Proponents will be notified of the final format and exact date and time for interviews / presentations in advance.

For the interview portion of the evaluation (if required), the County of Elgin will be using the rating criteria shown below and will evaluate each short-listed Proponent only.

Interview Criteria and Weighting (Second Stage if required):

<b>Criteria Category</b>	<b>Weighted Points</b>
Presentation	25

The score from the proposal evaluations and the Interview will be combined to determine an overall score.

## **SECTION 4.0 - GENERAL CONDITIONS**

### **4.1 Rights of the County**

The County is not liable for any costs incurred by the Proponent in the preparation of their response to the RFP or selection interviews, if required. Furthermore, the County shall not be responsible for any liabilities, costs, expenses, loss or damage incurred, sustained or suffered by any Proponent, prior or subsequent to, or by reason of the acceptance, or non-acceptance by the County of any proposal or by reason of any delay in the award of the contract.

The County reserves the right to accept any proposal, in whole or in part, that it feels most fully meets the selection criteria. Therefore, the lowest cost proposal, or any proposal may not necessarily be accepted. County staff shall evaluate all compliant proposals received by the closing time and make evaluations and recommendations for acceptance.

The County reserves the right to request specific requirements not adequately covered in their initial submission and clarify information contained in the Request for Proposal.

The County reserves the right to modify any and all requirements stated in the Request for Proposal at any time prior to the possible awarding of the contract.

The County reserves the right to cancel this Request for Proposal should the project not be approved as part of the County's 2024 budget, without penalty or cost to the County.

The County reserves the right to cancel this Request for Proposal at any time, without penalty or cost to the County. This Request for Proposal should not be considered a commitment by the County to enter into any contract.

The County reserves the right to enter into negotiations with the selected Proponent. If these negotiations are not successfully concluded, the County reserves the right to begin negotiations with the next selected Proponent.

Proposals shall remain open and subject to acceptance for a period of ninety (90) days from closing date.

In the event of any disagreement between the County and the Proponent regarding the interpretation of the provisions of the Request for Proposal, the Director of Financial Services or an individual acting in that capacity, shall make the final determination as to interpretation.

No proposal shall be accepted from any person or Proponent who, has a claim or has instituted a legal proceeding against the County or against whom the County has a claim or has instituted a legal proceeding, without the prior approval of County Council. This applies whether the legal proceeding is related or unrelated to the subject matter of this RFP.

#### 4.2 **Conflict of Interest**

The Proponent declares that no person, firm or corporation with whom or which the Proponent has an interest, has any interest in this RFP or in the proposed contract for which this proposal is made.

The Proponent further declares that no member of the Council of the County and no officer or employee of the County will become interested directly or indirectly as a contracting party, partner, shareholder, surety, or otherwise in or in the performance of the Contract or in the supplies, work or business to which it relates, or in any portion of the profits thereof, or in any of the money to be derived there from.

Should the Proponent feel that a conflict of interest or potential conflict of interest exists; the Proponent must disclose this information to the County prior to the submission of a proposal. The County may, at its discretion, delay any evaluation or award until the matter is resolved to the County's satisfaction. The County may allow a conflict of interest or potential conflict of interest to exist if it is satisfied that there are adequate safeguards in place and if the County determines that it is in its best interests to do so.

The County reserves the right to disqualify a proposal where the County believes a conflict of interest or potential conflict of interest exists.

#### 4.3 **Modified Proposals**

In the event that a preferred proposal does not entirely meet the requirements of the County, the County reserves the right to enter into negotiations with the selected Proponent, to arrive at a mutually satisfactory arrangement and to make any modifications to the proposal as are in the best interests of the County.

#### 4.4 **Disqualification of Proponents**

More than one Proposal from an individual firm, partnership, corporation or association under the same or different names will not be considered. A Proponent shall not discuss or communicate, directly or indirectly with any other Proponent, any information whatsoever regarding the preparation of its own Proposal or the Proposal of the other Proponent. Proponents shall prepare and submit Proposals independently and without any connection, knowledge, comparison of information or arrangement, direct or indirect with any other Proponent. Collusion between Proponents will be sufficient for rejection of any Proposals so affected.

#### 4.5 **Confidentiality**

The proposal must not be restricted by any statement, covering letter or alteration by the Proponent in respect of confidential or proprietary information. The County will treat all proposals as confidential. The County will comply with the Municipal Freedom of Information and Protection of Privacy Act, and its retention by-law pursuant to the Municipal Act, in respect of all proposals. All Public Reports approved by the Council of the County will become public information.

#### 4.6 **Proposal Assignments**

The successful Proponent will not be permitted to assign or transfer any portion of the proposal as submitted or the subsequent agreement without prior written approval from the County.

#### 4.7 **Procurement Policy**

Submissions will be solicited, received, evaluated, accepted and processed in accordance with the County's Procurement Policy as amended from time to time. In submitting a proposal in response to this RFP, the Proponent agrees and acknowledges that it has read and will be bound by the terms and conditions of the County's Procurement Policy. The Procurement Policy can be viewed on the County's website, [www.elgincounty.ca](http://www.elgincounty.ca)

#### 4.8 **Failure to Perform**

Failure to comply with all terms and conditions of this proposal, and failure to supply all documentation, as required herein, shall be just cause for cancellation of the award. The County shall then have the right to award this contract to any other Proponent or to re-issue this RFP.

#### 4.9 **Award and Agreement**

The Proponent that fully meets the requirements and scores the highest based on the evaluation criteria, will be recommended for award. Once the award is made and approved by the County or County Council, the report recommending such award including the total cost of the awarded project shall be a matter of public record, unless otherwise determined by Council.

A written agreement, prepared by the County shall be executed by the County and the successful Consultant. The complete proposal package submitted by the successful proponent, together with the entire Request for Proposal documents prepared by the County of Elgin, shall form part of the Agreement (see attached sample of agreement in Appendix A).

#### 4.10 **Insurance Requirements**

Any agreement resulting from this RFP will contain the following insurance requirements:

- a) Comprehensive general liability insurance including bodily injury, property damage liability, personal injury liability, completed operations liability, blanket contractual liability, non-owned automobile and shall contain a severability of interest and cross liability clause to a limit of no less than five million (\$ 5,000,000) dollars in respect to any one occurrence. The above-mentioned policy shall be endorsed to include the County of Elgin as an Additional Insured.
- b) Professional Liability insurance covering all activities as described in the Proponent's proposal to a limit of no less than two million (\$2,000,000) per claim and in the aggregate. Such insurance shall provide coverage for errors and omissions made by the professional in the rendering of, or failure to render, professional services in connection with the Agreement. Upon completion of the work the policy shall remain in force for twelve (12)



months. The Proponent must confirm that any property damage, personal injury or bodily injury resulting from an error or omission is considered an insurable loss whether coverage is under the Comprehensive General Liability Policy or the Professional Liability Policy (Errors & Omissions).

- c) Standard OAP 1 Automobile liability policy in the amount of two million (\$2,000,000) dollars.
- d) The aforementioned policies of insurance shall contain or shall be subject to the following terms and conditions:
  - be written with an insurer licensed to do business in Ontario;
  - be non-contributing with, and will apply only as primary and not excess to any other insurance or self-insurance available to Elgin County;
  - contain an undertaking by the insurer to notify the County in writing not less than sixty (60) days before any material change in risk or cancellation of coverage.
  - any deductible amounts shall be borne by the Proponent.
  - Prior to the execution of the Agreement and within fifteen (15) business days of the placement, renewal, amendment, or extension of all or any part of the insurance, the Proponent shall promptly provide Elgin County with confirmation of coverage insurance and, if required, a certified true copy(s) of the policy(s) certified by an authorized representative of the insurer together with copies of any amending endorsements applicable to the Agreement.

#### 4.11 **Indemnification**

The successful Proponent shall indemnify and hold harmless the County of Elgin, its officers, County Council, Employees and volunteers from and against any liabilities, claims, expenses, demands, loss, cost, damages, suits or proceedings by whomsoever made, directly or indirectly arising directly or indirectly by reason of a requirements of this agreement save and except for damage caused by the negligence of the County or their employees.

#### 4.12 **WSIB Requirements**

The successful Proponent shall furnish a WSIB Clearance Certificate **prior** to commencement of work and agrees to maintain their WSIB account in good standing throughout the contract period.

If the successful Proponent is a self-employed individual, partner or executive officer who does not pay WSIB premium and is recognized by WSIB as an "independent operator" a letter from WSIB acknowledging independent contractor status and confirming that WSIB coverage is not required must be provided to the County of Elgin prior to commencement of work.

#### 4.13 **Compliance with the Accessibility for Ontario with Disabilities Act 2005**

The Proponent shall ensure that all its employees and agents receive training regarding the requirements as outlined in the Integrated Accessibility Standards Regulation (Ontario Regulation 191/11) as well as the Ontario Human Rights Code. The Proponent is responsible to ensure that all of its employees, volunteers and others for which the Proponent is responsible are adequately trained.

In accordance with the *Accessibility for Ontarians with Disabilities Act, 2005 Integrated Accessibility Standards Regulation (Ontario Regulation 191/11)*, the County requires content created for the municipality that is to be posted on our website to be provided in a format which is compliant with WCAG 2.0 Level AA requirements. As required under Section 14 of the regulation, any content published on our website after January 1, 2012 needs to be compliant with the WCAG requirements by the timelines set out in the Regulation. It is the successful Proponent's responsibility to produce the required documents in an accessible format

#### 4.14 **Disqualification**

The County may, in its sole discretion, disqualify a proposal or cancel its decision to make an award under this RFP, at any time prior to the execution of the Agreement by the County, if,

- the Proponent fails to cooperate in any attempt by the County to verify any information provided by the Proponent in its proposal;
- the Proponent contravenes one proposal per Person or Entity;
- the Proponent fails to comply with the laws of Ontario or of Canada, as applicable;
- the Proposal contains false or misleading information;
- the Proposal, in the opinion of the County, reveals a material conflict of interest;
- the Proponent misrepresents any information contained in its proposal.

#### 4.15 **Record and Reputation**

Without limiting or restricting any other right or privilege of the County and regardless of whether or not a proposal or a Proponent otherwise satisfies the requirements of this RFP, the County may disqualify any proposal from any Proponent, where;

- In the opinion of the County Solicitor or the Manager of Procurement & Risk for the County, the commercial relationship between the Corporation of the County of Elgin and the Proponent has been impaired by the prior and/or current act(s) or omission(s) of each Proponent, including but not limited to:
  - a) Litigation with the County;
  - b) The failure of the Proponent to pay, in full, all outstanding accounts due to the County by the Proponent after the County has made demand for payment;
  - c) The refusal to follow reasonable directions of the County or to cure a default under a contract with the County as and when required by the County or its representatives;
  - d) The Proponent has previously refused to enter into an Agreement with the County after the Proponent's proposal was accepted by the County;

- e) The Proponent has previously refused to perform or to complete performance of contracted work with the County after the Proponent was awarded the contract;
  - f) Act(s) or omission(s) of the Proponent has resulted in a claim by the County under a bid bond, a performance bond, a warranty bond or any other security required to be submitted by the Proponent on an RFP within the previous five years.
- In the opinion of County Council or the Chief Administrative Officer, or their designate, there are reasonable grounds to believe that it would not be in the best interests of the County to enter into an Agreement with the Proponent, for reasons including but not limited to the conviction or finding of liability of or against the Proponent or its officers or directors and any associated entities under any taxation legislation in Canada, any criminal or civil law relating to fraud, theft, extortion, threatening, influence peddling and fraudulent misrepresentation, the Environmental Protection Act or corresponding legislation in other jurisdictions, any law regarding occupational health or safety or the Securities Act or related legislation.

#### 4.16 **Proponent's Costs**

The Proponent shall bear all costs and expenses incurred by the Proponent relating to any aspect of its participation in this RFP process, including all costs and expenses related to the Proponent's involvement in;

- the preparation, presentation and submission of its proposal;
- the Proponent's attendance at the Proponent's meeting;
- due diligence and information gathering processes;
- site visits and interviews;
- preparation of responses to questions or requests for clarification from the County;
- preparation of the Proponent's own questions during the clarification process; and,
- agreement discussions.

The County is not liable to pay such costs and expenses or to reimburse or compensate a Proponent under any circumstances, regardless of the conduct or outcome of the RFP Process, including the rejection of all proposals or the cancellation of the RFP, and including any negligence of the County in the conduct of the RFP process.

#### 4.17 **Legal Matters and Rights of the County**

This RFP is not an offer to enter into either a bidding contract (often referred to as "Contract A") or a contract to carry out the project (often referred to as "Contract B"). Neither this RFP nor the submission of a proposal by a Proponent shall create any contractual rights or obligations whatsoever on either the Proponent or the County.

The County may at its sole discretion change or discontinue this RFP process at any time whatsoever. The County may in its sole discretion enter into negotiations with any person, whether or not that person is a Proponent or a Short-Listed Proponent with respect to the work that is the subject of this RFP.

The County may at its sole discretion decline to evaluate any proposal that in the County's opinion is incomplete, obscure or does not contain sufficient information to carry out a reasonable evaluation.

Without limiting the generality of the RFP, the County may at its sole discretion and at any time during the RFP process;

- reject any or all of the Proposals;
- accept any Proposal;
- if only one Proposal is received, elect to accept or reject it;
- elect not to proceed with the RFP;
- alter the timetable, the RFP process or any other aspect of this RFP; and
- cancel this RFP and subsequently advertise or call for new Proposals for the subject matter of this RFP.

In addition to and notwithstanding any other term of this RFP, the County shall not be liable for any damages resulting from any claim or cause of action, whether based upon an action or claim in contract, warranty, equity negligence, intended conduct or otherwise, including any action or claim arising from the acts or omissions, negligent or otherwise of the County and including any claim for direct, indirect or consequential damages, including but not limited to damages for loss of profit, loss of reputation, injury to property and bodily injury that results from the Proponents' participation in the RFP process, including but not limited to;

- the disclosure of a Proponent's confidential information;
- the costs of preparation of a Proponents Proposal, whether it is accepted, disqualified or rejected;
- any delays, or any costs associated with such delays, in the RFP process;
- any errors in any information supplied by the County to the Proponents;
- the cancellation of the RFP; and
- the award of the contract to a Proponent other than the Proponent recommended by the Proposal Review Committee.

#### 4.18 **Human Rights, Harassment and Occupational Health and Safety**

The successful Proponent shall be required to comply with the County's policies regarding Human Rights, Harassment in the Workplace and Occupational Health and Safety as well as all Provincial and Federal laws, regulations and guidelines regarding Human Rights, Harassment in the Workplace and Occupational Health and Safety.

#### 4.19 **Covid-19 Pandemic**

The successful Proponent shall comply with current COVID health and safety measures in place during the term of this contract.

#### 4.20 **Clarification**

The County may require the Proponent to clarify the contents of its proposal, including by the submission of supplementary documentation, or seek a Proponent's acknowledgement of the County's interpretation of the Proponent's proposal.

The County is not obliged to seek clarification of any aspect of a proposal.

#### 4.21 **Supplementary Information**

The County may, in its sole discretion, request any supplementary information whatsoever from a Proponent after the submission deadline including information that the Proponent could or should have submitted in its proposal prior to the submission deadline. The County is not obliged to request supplementary information from a Proponent.

#### 4.22 **Default / Non-Performance**

The County will reserve the right to determine “non-performance” or “poor quality” of service and further reserves the right to cancel any or all of this contract at any time should the Proponent's performance not meet the terms and conditions of the RFP upon 30 days written notification to the Proponent.

“Non-performance” shall mean the failure to meet the complete terms and conditions of this Contract including, but not limited to, the response time. In the event of such cancellation, the County retains the right to claim damages as a result of such default.

If the County terminates the Contract, it is entitled to:

- a) withhold any further payment to the Proponent until the completion of the work and the expiry of all obligations under the Contract; and
- b) recover from the Proponent any loss, damage and expense incurred by the County by reason of the default (which may be deducted from any monies due or becoming due to the Proponent).



**APPENDIX A - SAMPLE AGREEMENT**

THIS AGREEMENT made effective this XXXX day of XXXXXXXX, 2024.

**BETWEEN:**

**CORPORATION OF THE COUNTY OF ELGIN  
(hereinafter called “County”)**

**OF THE FIRST PART**

**- AND -**

---

**(hereinafter called “Consultant”)**

**OF THE SECOND PART**

**WHEREAS** on <Insert Date>, the County issued Request for Proposal No. <Insert #> and Addendum No. <X> dated <Insert Date> for <Insert Project Name> for the County of Elgin (the “RFP”);

**AND WHEREAS** on <Insert Date> the Consultant submitted a proposal in response to the RFP (the “proposal”);

**AND WHEREAS** the County wishes to enter into an agreement with the Consultant for the services, as more particularly described in the RFP Terms of Reference, attached hereto as Schedule A forming part of this Agreement (the “Services”);

**NOW THEREFORE**, in consideration of the sum of ONE DOLLAR (\$1.00) now paid by the Consultant to the County and performance of the promises, obligations and covenants herein contained, the receipt and sufficiency of which consideration is hereby irrevocably acknowledged, the Parties hereto covenant and agree as follows:

**ARTICLE 1**

The Consultant shall provide the Services set forth in Schedule “A” hereto, including but not limited to satisfaction of all Evaluation and Service Requirements and Qualifications and Requirements as set forth therein; provided that, if there should be any conflict between the text of this Agreement and the provisions of the said Schedule “A”, the text of this Agreement shall prevail.

**ARTICLE 2**

The County covenants with the Consultant that the Consultant, having in all respects complied with the provisions of this Agreement, will be paid for and in respect of all the work, at the quoted rates or lump sum amount as summarized below:

- <Insert Lump Sum Amount>

### **ARTICLE 3**

The Term of this Agreement is deemed to commence on or about **<Insert Date>** and expire on **<Insert Date>**; provided further that the County, in its unfettered discretion, may extend the within Agreement up to an additional XXX (X) years upon mutual agreement between both Parties.

### **ARTICLE 4**

A copy of each of the Terms of Reference and Addendum No. XX are hereto annexed (as Schedule A) and together with the Consultant Proposal, General Conditions, Proposal Requirements and Information for Proponents relating to the work contemplated herein, even though not attached, all as listed in the RFP document, form part of and are deemed to be incorporated into this Agreement.

### **ARTICLE 5**

In case of any inconsistency or conflict between the provisions of this Agreement and the Terms of Reference or General Conditions or RFP or any other document or writing, the provisions of such documents shall take precedence and govern in the following order, namely:

- a) Agreement;
- b) Addenda;
- c) Terms of Reference;
- d) Consultant Proposal;
- e) General Conditions;
- f) Proposal Requirements;
- g) Information to Proponents.

### **ARTICLE 6**

Either Party may terminate this Agreement at any time, without notice or creation of any right to compensation or damages, for just cause, which shall include, without limitation, dishonesty, fraud, willful deceit or failure to properly fulfill the obligations hereunder where such failure is not remedied within ten (10) days after notice of same is given.

Notwithstanding that set forth immediately above, either Party hereto may terminate this Agreement, for convenience and without creating any right to compensation or damages, upon giving at least ninety (90) days written notice to the other Party.

### **ARTICLE 7**

The Consultant shall indemnify and save harmless the County, including it elected officials, officers, employees and agents and further including their respective heirs, executors, administrators, and assigns (hereinafter collectively the “Releasees”) from and against any and all claims of any nature, actions, causes of action, losses, expenses, fines, costs (including legal costs as between a solicitor and his or her own client), interest, or damages of every nature and kind whatsoever as arising from the negligence, errors, omissions, fraud, or willful misconduct of



the Consultant, including its officers, employees, servants, agents, and consultants or sub-consultants, or any one or combination of them, as attributable or connected with the performance, non-performance, or purported performance by the Consultant of any promise, obligation, or covenant as contemplated by this Agreement, save and except to the extent that same is attributable to or caused by the negligence of the County, its officers, employees, servants, agents, or consultants or sub-consultants, or any one or combination of them. Furthermore, this indemnity shall survive the expiration or termination of this Agreement and continue thereafter in full force and effect.

**ARTICLE 8**

This Agreement together with its Schedule constitutes the entire understanding between the Parties. Any change, addition to, or waiver of the terms hereof must be specifically agreed upon, in writing, and signed by both Parties. Failure on the part of either Party to insist upon the strict observance of any of the terms and/or conditions herein shall not operate as a waiver of such Party's right to require the future observance of any such terms or conditions.

**ARTICLE 9**

The Consultant declares that it has either investigated for itself the character of the work and all local conditions that might affect the proposal or acceptance of the work, or that not having so investigated, it is willing to assume and does hereby assume all risk of conditions arising or developing in the course of the work which might or could make the work, or any items thereof, more expensive in character or more onerous to fulfill, than was contemplated or known when the proposal was made of the Contract signed. The Consultant also declares that it did not and does not rely upon information furnished by any methods whatsoever, by the County or its officers or employees, being aware that any information from such sources was and is approximate and speculative only, and was not in any manner warranted or guaranteed by the County.

**ARTICLE 10**

Where any notice, direction or other communication is required to be or may be given or made by one of the parties hereto to the other, it shall be deemed sufficiently given or made if mailed or delivered in writing to such party at the following addresses:

**COUNTY:** Corporation of the County of Elgin  
450 Sunset Drive  
St. Thomas, ON N5R 5V1

**CONSULTANT:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



Either Party may from time to time change its address for service by notice to the other Party as previously set out.

For the purposes immediately set forth above, Notices which are served in the manner as set out above shall be deemed sufficiently given for all purposes of this Agreement, in the case of those personally served directly upon the Party to be deemed to have been completed upon the date of service, and in the case of registered mail, on the third postal delivery day following the mailing of the Notice. Should normal service of mail be interrupted by strikes, slowdown or other cause, then the Party sending the Notice shall use any similar service which is not been so interrupted in order to secure prompt receipt of the Notice and for purposes of this Agreement such service shall be deemed to be personal service.

#### **ARTICLE 11**

This Agreement shall not be assigned, in whole or in part, by either Party hereto without the prior written consent of the other Party.

#### **ARTICLE 12**

This Agreement shall be construed and interpreted in accordance with the laws of the Province of Ontario and, when applicable, the Dominion of Canada.

#### **ARTICLE 13**

All obligations under this Agreement shall be considered a separate covenant and any declaration of invalidity of any such covenant shall not invalidate any other such covenant.

#### **ARTICLE 14**

The Contract shall apply to and be binding on the parties hereto, their heirs, executors, successors, administrators, and assigns jointly and severally.

**(Balance of Page Left Blank Intentionally)**



**ARTICLE 15**

This Agreement may be executed in several counterparts, each of which, when so executed, shall constitute but one and the same document. This Agreement may also be signed in paper form, by facsimile signature or by electronic signature in accordance with section 11 of the Electronic Commerce Act, 2000 (Ontario). It may also be signed, whether or not in counterpart, scanned to Adobe® Portable Document Format (PDF) and delivered by way of electronic mail.

**IN WITNESS WHEREOF** the Parties hereto have hereunto set their hands and seals on the day and at the location indicated below or otherwise caused their corporate seals to be affixed, attested by the signature of their proper officers, as the case may be.

	) Corporation of the County of Elgin
	)
	)
_____	) Per: _____
<b>Date:</b>	) Name: Ed Ketchabaw
	) Position: Warden
	)
_____	)
<b>Location</b>	) Per: _____
	) Name: Blaine Parkin
	) Position: Chief Administrative Officer / Clerk
	)
	) We have the authority to bind the Corporation
	)
	)
	) <INSERT CONSULTANT NAME>
	)
	)
_____	) Per: _____
<b>Date:</b>	) Name: _____
	) Position: _____
	)
_____	)
<b>Location</b>	) I have the authority to bind the Corporation

## **APPENDIX B – LIST OF ATTACHED DOCUMENTS**

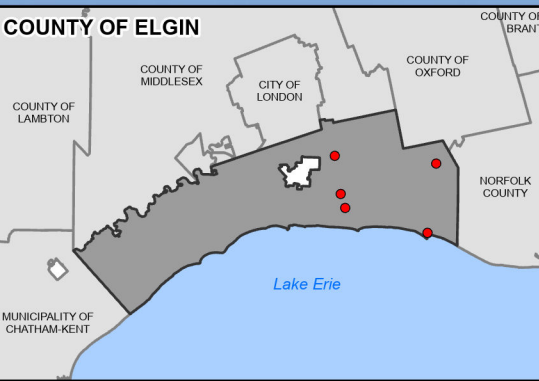
### **Bridge Location Map**

### **Bridge Drawings/Reports**





Eden Bridge (1961 – 1997)  
Gillett Bridge (2002, 1989, 1930)  
Mapleton Bridge Inspection Report (1997)  
Players Bridge (1985)  
Port Burwell Bridge (1994, 1985, 1966)

### **OSIM Reports**

Eden Bridge B53  
Gillett Bridge B27  
Mapleton Bridge B14  
Players Bridge B28  
Port Burwell Bridge B45



**Legend**

-  County Roads
-  Local Roads
-  Provincial Roads
-  Bridges



**2024 Bridge RFP**  
 Date Created: January 31, 2024  
 Projection: NAD 83 Zone 17N

Disclaimer: The County of Elgin takes every precaution to put up-to-date and correct information on all maps published by Corporate Applications. However, it does not expressly warranty that the information contained in the map is accurate on the date of publication. All users may use this information at their own risk. The Municipality will not entertain any claims arising out of the use of this map or information.



**Addendum No. 1**

**Request for Proposal No. 2024-P07  
Bridge Rehabilitations – Engineering Services**

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This addendum forms part of the RFP documents and is to be read, interpreted and coordinated with all other parts of the Request for Proposal.

1. Please be advised that the closing date for this RFP has been extended to:  
**Friday, March 1, 2024 @ 3:00 p.m. (local time)**
2. The deadline for additional questions has also been extended to:  
Thursday, February 22, 2024 @ 4:00 p.m.

Due to the number of questions received, a second addendum will be issued on February 20 with all responses.

**End of Addendum No. 1**

**Addendum Issued: February 16, 2024**

Regards,

Mike Hoogstra, CPPB | Manager of Procurement & Risk  
P: 519-631-1460, extension 129 | E: [mhoogstra@elgin.ca](mailto:mhoogstra@elgin.ca)



## Addendum No. 2

### Request for Proposal No. 2024-P07 Bridge Rehabilitations – Engineering Services

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This addendum forms part of the RFP documents and is to be read, interpreted and coordinated with all other parts of the Request for Proposal.

The following questions have been received by the County; the County's response follows each question.

#### **Question 1:**

On Page 10 of the proposal it indicates that full time construction inspection is required. Will the County give any consideration to having part-time inspection for the less critical parts of these construction repairs?

#### **Answer 1:**

The County does not anticipate full-time inspection will be required throughout the entire scope of work and time allotment will be further defined through the design. However, at this time, and to provide an equal bidding process, the Proponent shall assume hours as defined in the RFP. Contract Administration duties shall be lump sum based on the Consultants prior experiences and project understanding based on the proposed time allotment.

#### **Question 2:**

Would the County please consider extending the submission deadline by 2 weeks?

#### **Answer 2:**

The County has issued Addendum #1 extending the closing date until Friday, March 1, 2024 at 3:00:59 PM (8-day extension). The County has also reopened the question period until February 22, 2024 at 4:00 PM.

#### **Question 3:**

Can the schedule be appended to responses as an appendix outside of the 15-page maximum or are they to be included within the 15-page limit?

**Answer 3:**

Yes, outside of the page restriction.

**Question 4:**

Can the County confirm that response section 'C. Project Team - Own Forces' should include all content related to the prime respondent's team members while section 'D. Project Team - Specialist Consultants' is reserved for subconsultant personnel? This delineation is somewhat unclear within the RFP (sections 3.2 c and d).

**Answer 4:**

Correct

**Question 5:**

Considering the age of the structure (Constructed in 1930) and type (truss), based on reviewing the check list a Cultural Heritage Evaluation Report (CHER) is required, can County clarify if CHER to be included in the scope for Gillet Bridge B27?

**Answer 5:**

As noted in Section 2.3 – Consultants Scope of Services, “The County would note that due to the age, materials and features of Gillets Bridge, the Consultant should carry costs to complete a Municipal Heritage Bridge Checklist and Evaluation and Screening for Cultural Heritage Value or Interest.”

**Question 6:**

Can County clarify if scope for designated substances be included for Eden Bridge B53, Gillets Bridge B27, and Mapleton Bridge (B14)?

**Answer 6:**

The County of Elgin does not have information pertaining to designated substances with respect to the structures. Where removals of materials are recommended (paint, etc.) the Consultant shall carry costs to test and confirm whether materials removed will be designated substances or hazardous materials.

**Question 7:**

Should consultants assume any archaeological assessments for any of the bridge sites?

**Answer 7:**

The OSIM recommended works on structure do not contemplate works which would warrant excavation around the structure. Therefore, the Consultant shall assume that no archaeological assessments are required.

**Question 8:**

Can County clarify if consultants should assume full road closure for construction or staged construction with one lane open to traffic all times during construction?

**Answer 8:**

Full road closures will be contemplated on a bridge by bridge basis. Where a full closure is proposed due to scope of work, safety, efficiency or logistics they may be warranted and approved for full closure. Examples may include:

- Gillets Bridge (B27) is a single lane crossing and due to structural member deformations may warrant a full closure due to safety to repair or strengthen members
- Players Bridge (B28) notes barriers are in poor condition but should be able to be rehabbed with one lane open to traffic at all time
- Eden Bridge (B53) notes bearing replacements and may warrant bridge jacking as well as structural recoating and may warrant full closure

The County of Elgin's preference would be to maintain one lane of traffic at all times but understands this may not be possible or economically feasible.

**Question 9:**

Can County clarify if consultants should assume SUE level B for all bridge sites?

**Answer 9:**

The Consultant shall submit for locates for all structures as part of detailed design and fulsome background information gathering. However, as noted in Answer 7, the OSIM recommended works on structures do not contemplate works which may warrant excavation around the structure and would not require subsurface utility engineering. The County would note that Port Burwell (B45) bridge carries utilities under the soffit and roadside safety improvements (guiderails) are warranted on several structures.



**Question 10:**

With the upcoming long weekend and staff taking extra time off due to long weekend, would County consider extending the submission deadline by a week?

**Answer 10:**

See answer 2.

**Question 11:**

Per recommendations made in MTO Structural Rehabilitation Manual, undertaking a Detailed Condition Survey is highly recommended to support making an informed decision re best rehabilitation approach (or replacement) based on certain decision-making flow charts noted therein. Given the significant cost and schedule impact associated with Detailed Bridge Condition Survey, could the County advise if the intent is to proceed with these additional investigation or the rehabilitation design shall be based on the scope of the work outlined in the RFP which appears to be solely based on the findings of the recent visual OSIM inspection?

**Answer 11:**

Per the attached OSIM reports, a Detailed Condition Survey is recommended on all of the 5 structures. The County of Elgin has not undertaken these surveys and would expect that the Consultant will undertake a Detailed Condition Survey as part of detailed design for the structures. As noted in the Consultants Scope of Services, "Recently completed OSIM Reports are attached to this RFP that include rehabilitation work recommendations, however, the successful Consultant will provide their own rehabilitation recommendation work scope for each structure that may differ from that which is outlined in the accompanying OSIM Reports." If the Consultant feels additional studies are crucial to complete the review of the structures, they should identify them in their proposal for a detailed understanding of the work. Additionally, at the completion of the project in 2025, it is expected that the Consultant provide updated OSIM sheets noting the rehabilitation undertaken and assigning a new rating to the rehabilitated structure to maintain the County's OSIM inspection schedule.

**Question 12:**

It is understood that the County will require a FULL TIME CA/CI services during the construction phase. Since still in design phase, and to support a fair bid process, could the County please advise on the level of effort needed for these tasks based on an assumed duration of construction (e.g. 20 hours of CA and 40 hours of CI for an assumed duration of 16 weeks, covering all 5 structures as one contract package)?

**Answer 12:**

The County's intention is to issue these rehabs in one Contract to one Contractor. A full-time inspector would therefore be expected to cover simultaneous operations should the Contractor elect to undertake multiple bridges simultaneously resulting in part time inspection per structure. However, the Contractors schedule or order of operations cannot be discerned at this time and therefore in an effort to provide County Council with a realistic upset budget, the County has assumed 1,000 hours of inspection over 5 structures with an additional hourly rate to be utilized should hours not be sufficient for the scope of work or multiple inspectors are required during significant events. Contract Administration can therefore be assumed at 16-20 weeks based on inspection hours.

**Question 13:**

Could the County please advise that given the age of the structures if the scope of work for this assignment shall include undertaking DSS (Designated Substance Survey)? If yes, would the County accept one combined report for all 5 structures or we should consider 5 separate reports?

**Answer 13:**

See answer 6. Yes, one combined report for all structures is acceptable.

**Question 14:**

Given the anticipated scope of work (bridge rehabilitation), could the County please confirm if the scope of work would exclude undertaking any drainage investigation and corresponding bathymetric survey?

**Answer 14:**

The scope of work does not include any drainage investigation or bathymetric surveys.

**Question 15:**

To support a fair bid, and noting the anticipated scope of work (bridge rehabilitation), could the County please advise on the minimum limits for topographic survey (if not already exist with the County's archives?)- e.g. 50m from either side of the bridge to the limits of ROW?

**Answer 15:**

50m either side of the structure is acceptable unless otherwise warranted by approach barrier additions or replacements.

**Question 16:**

Could the County please confirm that due to the anticipated scope of work (bridge rehabilitation), there will be no need for undertaking legal survey?

**Answer 16:**

Legal surveys are not required as part of this scope of work.

**Question 17:**

Could the County please confirm that due to the anticipated scope of work (bridge rehabilitation), there will be no need for Excess Soil Material testing?

**Answer 17:**

Excess Soil Reporting (O.Reg. 406/19) are not required as part of this scope of work.

**Question 18:**

Could the County please confirm that due to the anticipated scope of work (bridge rehabilitation), the scope MCEA for all bridge can be assumed as Schedule A+ with no need for PIC?

**Answer 18:**

Under the MCEA update, March 2023, bridge rehabilitations are now exempt under the EA process when the structure is over 40 years old and has been found not to have cultural heritage value or interest. As noted in Answer 5, the only structure which may have cultural heritage value or interest is Gillets Bridge (B27), all others are simple concrete spans and would have no cultural heritage value or interest based on the checklist. The County of Elgin will provide communications to residents with respect to project notification regardless of the EA process being exempt.

**Question 19:**

Could the County please confirm that due to the anticipated scope of work (bridge rehabilitation), the level of utility investigation is limited to SUE QL-C? If not, and the County expects QL B, please advise if the scope shall include GPR survey or it could be limited to undertaking locates?

**Answer 19:**

See Answer 9.

**Question 20:**

For the purpose of progress meetings, could the County please advise if they could be held as virtual? Or in-person meeting with the County's staff at their office shall be considered for the purpose of bidding?

**Answer 20:**

Per Section 2.4 c), the Proponent shall assume 3 project team meetings. The project initiation meeting will be held in person at 450 Sunset Drive, St. Thomas. Subsequent meetings may be held virtually.

**Question 21:**

To support a fair bid process, could the County please advise on the number of progress meetings with the County and other stakeholders? We understand the bid form asks for hourly rates for additional scope of work, which could include additional meetings if required.

**Answer 21:**

See Answer 20.

**Question 22:**

Given the nature of the inquiries, the time needed to approach respective specialty sub-consultants to receive input and update a quality proposal, and noting the upcoming long weekend, could the County please consider extending the submission deadline by 2 weeks?

**Answer 22:**

See Answer 2.

**Question 23:**

Does the County intent for the consultant to carry for design level of effort that the rehabilitation programs will only address the deterioration that is noted in the provided OSIM Reports?

**Answer 23:**

See Answer 11.

**Question 24:**

Section 2.3 of the RFP states that the consultant shall provide full time construction inspection and contract administration services. Could the County please clarify that this requirement for all five bridges can be fulfilled through one full time staff member or does the County intend to have one full time staff member at each location?

**Answer 24:**

See Answer 12.

**Question 25:**

Port Burwell Bridge (B45) features a retaining wall at the east edge of the bridge. The OSIM only includes for the inspection of the first 6m on either side of the bridge. Would the County like to include the entire length of the retaining wall during the rehabilitation investigation of this structure or will the retaining wall be considered under a separate project?

**Answer 25:**

The retaining wall will be considered under a separate project.

**Question 26:**

Gillets Bridge (B27) features a load posting. Is the intent of the rehabilitation program for this bridge to remove this load posting?

**Answer 26:**

This is not the intention of the rehabilitation program.

**Question 27:**

Each of the OSIM reports for the five bridges recommend that a detailed condition survey be completed due to the age and condition of the structures. Would the County like these to be completed as part of the rehabilitation program?

**Answer 27:**

See Answer 11.

**Question 28:**

Does the county require the consultant to complete an up-close review of the soffit of Port Burwell Bridge (B45), Players Bridge (B28), and Eden Bridge (B53) during the design stage (with the use of a bridgemaster)?

**Answer 28:**

See Answer 11.

**Question 29:**

What is the anticipated service life extension anticipated for each these structures?

**Answer 29:**

The Consultant shall implement a rehabilitation program which seeks to maximize the lifecycle of the structure at the lowest lifecycle cost.

**Question 30:**

Given the long weekend on the 19th, as well as the timing of the addendum responses, could we request a week extension to the proposal submission to organize subconsultants?

**Answer 30:**

See Answer 2.

**End of Addendum No. 2**

**Addendum Issued: February 20, 2024**

Regards,

Mike Hoogstra, CPPB | Manager of Procurement & Risk  
P: 519-631-1460, extension 129 | E: [mhoogstra@elgin.ca](mailto:mhoogstra@elgin.ca)