

Horton Township



**Township of Horton
Public Works Department**

**PW-2017-11
REQUEST FOR QUOTATION
STORIE RD-FLOOD DAMAGE**

Date of Issue: Monday, June 12, 2017

Closing Date: Tuesday June 27, 2017 1:00p.m.

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1.0 GENERAL INSTRUCTIONS & CONDITIONS

1.1 GENERAL SCOPE OF WORK

The Corporation of the Township of Horton is seeking a contractor to rehabilitate Storie Road back to pre-flood conditions.

First Flooded Section with damaged culvert:

The cross culvert is indicated to be damaged at the joints, and should be replaced Figure 8. Due to the flooding some of the sub base may have been compromised as well and might need to be replaced with new material to ensure the integrity of the road. Ditch cleaning along the flooded section will also be required in order to remove any debris or granular material deposited there due to the flooding, and ensure positive drainage is provided. Depending on the severity, the ditches may need to be reconstructed. Scope of work includes the removal and replacement of 0.3m depth granular 'A' over a 6.5m road platform to reinstate the pre-flooding cross section over 130m in length, including re-ditching, and a new 12m long 450mm CSP culvert (existing 8m long X 375mm) complete with frost tapers.

Second Flooded Section from South Side of Aikenhead Road to Dead End

This section of Storie Road was under significant flooding Figure 5; Figure 6 shows that surface granulars have been washed away due to the flooding. The larger granular from the surface have been pushed to the shoulders creating berms along the shoulders while the center of the road has been severely rutted as shown in Figure 6 and again in Figure 7 on the east shoulder of the road. This section of road is approximately 180m long including an 11.5m wide turnaround and will require the replacement of the unsuitable surface granular material with new granular material to reinstate the original road cross section. The 300mm diameter entrance culvert at Aikenhead was observed to have split in the middle, and a small sinkhole along the entrance culvert has formed; refer to Figure 9. This section of road will also require ditching to be carried out to remove debris and granular material deposited in the ditches during the flooding event.

1.2 PROPOSAL SUBMISSION DATE

Three (3) copies of the proposal addressed to the CAO/Clerk Suzanne Klatt, 2253 Johnston Road Renfrew ON K7V 3Z8 and marked on the envelope PW2017-11- Storie Road Rehabilitation

Quotations will be received until 1:00 p.m., Tuesday June 27, 2017.

1.3 INQUIRY

Any inquiries during the submission process are to be directed to:

Rod Eady, Public Works Superintendent
613-433-2527

or

Suzanne Klatt, C.M.O, Dipl.M.A.

CAO/Clerk

Tel. 613-432-6271

Cell.613-633-0720

sklatt@hortontownship.ca

Questions of clarification will be answered individually, but response(s) to any question(s) that modifies the scope of the Request for Quotation will be circulated in writing as an Addendum to all who have received the Request for Quotation document from the Township.

To ensure fairness to all Proponents, any and all question(s) that require detailed clarification or that may materially alter this Proposal shall be submitted in writing (email form is acceptable) by no later than 1:00p.m. on Tuesday June 27, 2017.

Should any error, ambiguity, divergence, omission, oversight, contradiction, or item subject to interpretation be identified in this Quotation, the Proponent shall, as it is discovered, notify the primary contact (in writing) requesting instruction, decision, direction or clarification of same. The primary contact will determine the extent of resolution required.

1.4 ACKNOWLEDGEMENT

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

The Proponent is directed to carefully examine the assignment details and to make special inquiry of any details the Proponent is uncertain of and to make further personal inspection and investigation, as the Proponent may deem proper to determine the correctness of the information so obtained.

The Township does not ensure the accuracy of such information and the Proponent will not make any claim against the Township for damages or extra work caused or occasioned by the Proponent's relying upon such records, report or information, either as whole or in part, furnished by the Township or any municipal department or commission, private company or individual.

1.5 FREEDOM OF INFORMATION

The Proponent acknowledges that any information or documents provided in response to this proposal may be released pursuant to the provisions of the Municipal Freedom of Information and Protection of Privacy Act (MFIPPA). This acknowledgement shall not be construed as a waiver of any right to object to the release of any information or documentation.

1.6 AMENDMENT OR WITHDRAWAL OF BIDS

The Proponent may amend or withdraw their quotation submission prior to the closing date and time by submitting a clear and detailed written notice to the contact. All quotations become irrevocable after the closing date and time.

1.7 ACCEPTANCE OF BID

If the Proponents bid is accepted, the Proponent agrees to execute an agreement to undertake the scope of work (as defined in this proposal) within 15 (fifteen) days of Notice of Award to the successful Proponent. The following documents shall be submitted in a form satisfactory to the Township.

- Signed Agreement for rehabilitation of Storie Road
- Account Number & Certificate of Clearance from Workers' Compensation Board;
- Evidence of general liability, professional liability and automobile insurance;
- Occupational Health and Safety Plan.

1.8 PROPOSAL EXPENDITURES

The Township will not reimburse any Proponent for any costs related to the preparation of a proposal response to this proposal. Without foregoing any generalities, this shall extend to any onsite review, presentations, and any supplemental information provided, and shall also extend to subsequent negotiations, if any, with the Township.

1.9 ADDENDA

In the event that question(s)/response(s) to this proposal require amendments or modifications to the original document, such amendments shall be circulated in writing as an Addendum to all registered document takers who have received the Request for Proposal document from the Township.

1.10 BID DEPOSIT

A bid deposit is not required for this Request for Quotation.

1.11 ACCESSIBILITY

The Township is committed to the accessibility principles of preventing and removing barriers in accessing goods and services to people with disabilities and is bound by the Standards under the Accessibility for Ontarians with Disabilities Act, 2005 as may be amended from time to time.

Pursuant to Section 6 of Ontario Regulation 429/07 ("Regulation"), Accessibility Standards for Customer Service made under the *Accessibility for Ontarians with Disabilities Act, 2005*, the Proponent, shall ensure that all of its employees, agents, volunteers, or others for whom it is at law responsible, receive training about the provision of the goods and services contemplated herein to persons with disabilities. Such training shall be provided in accordance with Section 6 of the Regulation and shall include, without limitation, a review of the purposes of the Act and the requirements of the Regulation, as well as instruction regarding all matters set out in Section 6 of the Regulation.

1.12 OCCUPATIONAL HEALTH AND SAFETY ACT

The Proponent's attention is drawn to the regulations issued by the Ministry of Labour for the Province of Ontario under the Occupational Health and Safety Act. The Proponent acknowledges that they will comply with these regulations as it relates to the completion of this project.

1.13 WORKPLACE SAFETY AND INSURANCE BOARD CLEARANCE

The Proponent must be in good standing with the Workplace Safety Insurance Board (WSIB) and shall provide the Township with satisfactory evidence, in the form of a valid WSIB Clearance Certificate, prior to execution of the agreement.

1.14 PROVINCIAL SAFETY REQUIREMENTS

All work done under this proposal shall comply with the current Provincial Safety Requirements and or applicable Ministry Regulations.

2. EVALUATION CRITERIA

The evaluation of submissions will be based on the deliverables of the scope of work and priority will be placed to the bidder that can begin rehabilitation/reconstruction as soon as possible. The successful Proponent and staff should have the necessary equipment, skills, knowledge and experience to meet the requirements of this RFQ.

As part of the selection process, the Township may contact one or more Proponents to clarify information provided in their Proposal or to request the respondent to exhibit or otherwise demonstrate the information contained therein.

The Township may also conduct discussions with respondents for the purpose of clarification. The purpose of these discussions will be to ensure full understanding of the requirements of the RFQ. Discussions will be limited to specific sections of the RFQ identified by the Selection/Evaluation Committee.

While cost will have a bearing on the selection of the successful Contractor, it will not be the only consideration. The Township reserves the right to accept a proposal from a firm that is not the low bidder.

The Township of Horton reserves the right to accept or reject any or all proposals.

3.0 FORM OF QUOTATION

I/We, the Undersigned, having examined the Scope of Work and Project Requirements, and Form of Quotation, do hereby offer to enter into a Contract with the Township of Horton, to provide contracting services for the rehabilitation to pre-flood conditions for Storie Road.

I,We _____
(Name-Print) (Position)
of _____
(Legal Company Name)

Dated at _____ this _____ day of _____, 2017.

AUTHORIZED SIGNATURE (I have authority to bind the Corporation)

STREET ADDRESS

CITY PROVINCE POSTAL CODE

TELEPHONE NO. FACSIMILE NO. E-MAIL ADDRESS

Receipt of all addenda shall be acknowledged by initialing in the space provided opposite each addendum received.

Addendum No. 1 _____ Addendum No. 3 _____ Addendum No. 5 _____

Addendum No. 2 _____ Addendum No. 4 _____.. Addendum No. 6 _____

Signature in the designated space, by an authorized officer of the Respondent's company affirms acceptance of the Request for Proposal requirements set forth in this document, the associated costs attributed to the business arrangement between the Respondent and the Township of Horton, and hereby certifies that the information supplied in this proposal to be true and complete in all respects.

Company Seal

Appendix - Photos



Figure 1: Photo of flooded culvert section facing south towards River Road depicting the extent of the flooding and location of the culvert.

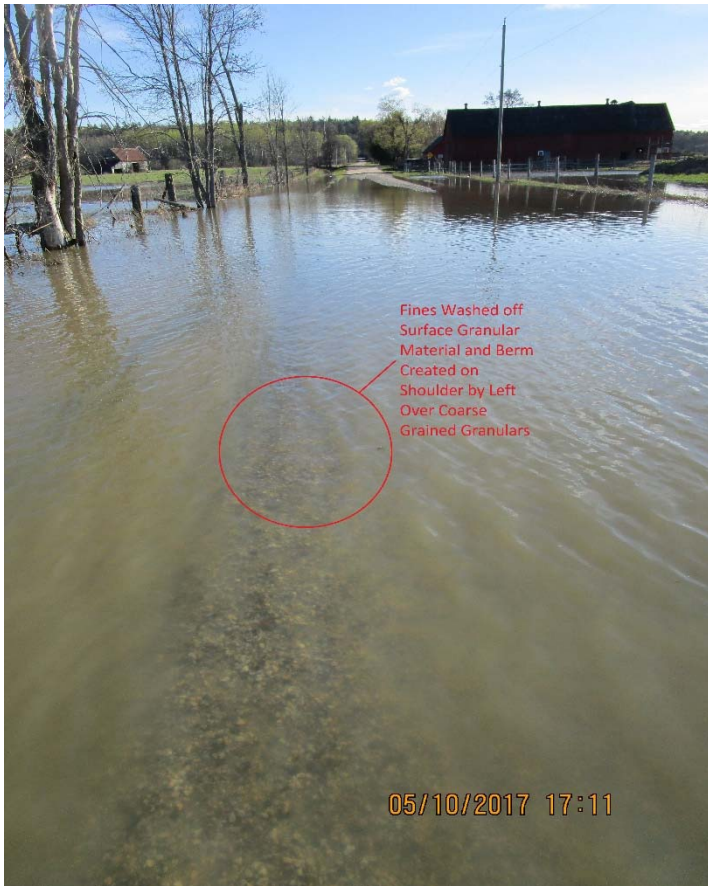


Figure 2: Photo of culvert flooded section depicting the fine granular's being washed off the road surface.



Figure 3: Photo depicting the berms created on the shoulders of the road.



Figure 4: Photo facing West showing the upstream flooding and approximate location of the submerged culvert.



Figure 5: Photo taken facing north towards the Ottawa River of flooded dead end section showing extent of flooding and the granular material washed off the road.



Figure 6: Photo taken facing south towards River Road depicting the berms created on the shoulders by the coarse granular material.



Figure 7: Photo of the east shoulder of the road depicting the fines washed out of the surface granular material.



**Township of Horton
Public Works Department**

**PW-2017-11
REQUEST FOR QUOTATION
STORIE RD-FLOOD DAMAGE**

CONTRACTOR AGREEMENT

**AGREEMENT
FOR
REHABILITATION OF STORIE ROAD**

AGREEMENT dated the **day of**
A. D. 20___

-BETWEEN-

THE CORPORATION OF THE TOWNSHIP OF HORTON

Hereinafter called the 'Client'

THE PARTY OF THE FIRST PART

-AND-

Hereinafter called the 'Contractor'

THE PARTY OF THE SECOND PART

WHEREAS the Client intends to

Retain a contractor for the Rehabilitation/Reconstruction to pre-flood conditions for Storie Road hereinafter called the 'Project' and has requested the Contractor to oversee/complete the rehabilitation of Storie Road;

NOW THEREFORE WITNESSETH that in consideration of the covenants contained herein, the Client and the Contractor mutually agree as follows:

ARTICLE 1 - GENERAL CONDITIONS

1.01 Compensation

The Client shall pay the Contractor following completion of the identified scope of work.

1.02 Records and Audit

- (b) The Contractor, when requested by the Client, shall provide copies of invoices with respect to any disbursement for which the Contractor claims payment under this Agreement. The bidder shall submit Invoices no later than 15 days of the completion of the project for payment.

1.03 Indemnification

The Contractor shall indemnify and save harmless the Client from and against all claims, actions, losses, expenses, costs or damages of every nature and kind whatsoever which the Client, his employees, officers or agents may suffer, as a result of the negligent acts of the Contractor, his employees, officers or agents in the performance of this Agreement.

The Client agrees to hold harmless, indemnify and defend the Contractor from and against any and all claim, losses, damages, liability and costs of defense arising out of or in any way connected with the presence, discharge, release or escape of contaminants of any kind, excluding only such liability as may arise out of the negligent acts of the Contractor in the performance of the project.

1.04 Insurance

The Client will accept the insurance coverage amount specified in this clause section (a) as the aggregate limit of liability of the Contractor and its employees for the Client's damages.

a) **Comprehensive General Liability**

The Contractor shall maintain sufficient General Liability insurance and shall provide to the Township proof of such insurance in the form of a Certificate of Insurance and providing as a minimum requirement the following:

- i) \$2,000,000 in General Liability Insurance policy covering public liability and property damage and contain a "Cross Liability" clause or endorsement.
- ii) Certificates to name the Corporation of the Township of Horton as additional insured with respect to work performed.
- iii) Such coverage must be maintained and in effect continuously while the work is in progress, and renewal certificates must be provided prior to the policy expiry.

b) **Automobile Insurance**

Automobile liability insurance in respect of licensed vehicle shall have limits of not less than \$2,000,000.00 inclusive per occurrence for bodily injury, death and damage to property, in the following forms:

- i) standard non-owned automobile policy including standard contractual liability endorsement, and
- ii) standard owner's form automobile policy providing third party liability and accident benefits insurance and covering licensed vehicles owned or operated by the Contractor.

c) **Professional Liability Insurance**

The Insurance Coverage shall be in the amount of \$2,000,000 per claim and in the aggregate. When requested, the Contractor shall provide to the Client proof of Professional Liability Insurance carried by the Contractor, and in accordance with the Professional Engineers Act (RSO 1990, Chapter P. 28) and regulations therein.

1.05 Inspection

The client, or persons authorized by the Client, shall have the right, at all reasonable times, to inspect or otherwise review the Services performed, or being performed, under the Project and the premises where they are being performed.

1.06 Publication

The Contractor agrees to obtain the consent in writing of the Client before publishing or issuing any information regarding the Project.

1.07 **Dispute Resolution**

- (a) If requested in writing by either the Client or the Contractor, the Client and the Contractor shall attempt to resolve any dispute between them arising out of or in connection with this Agreement by entering into structured non-binding negotiations with the assistance of a mediator on a without prejudice basis. The mediator shall be appointed by agreement of the parties. If a dispute cannot be settled within a period of ninety (90) calendar days with the mediator, the dispute shall be referred to and finally resolved by arbitration under the rules of the province having jurisdiction or by an arbitrator appointed by the agreement of the parties.
- (b) No person shall be appointed to act as mediator or arbitrator who is in any way interested, financially or otherwise, in the conduct of the work on the Project or in the business or other affairs of either the Client or the Contractor.
- (c) The award of the arbitrator shall be final and binding upon the parties.
- (d) The provisions of The Arbitration's Act, R.S.O., 1991, Chapter 17, as amended shall apply.

1.08 **Time**

The Contractor shall perform the Services expeditiously to meet the requirements of the Client and shall complete any portion or portions of the Services in such order as the Client may require.

The Client shall give due consideration to all designs, drawings, plans, specifications, reports, tenders, proposals and other information submitted by the Contractor, and shall make any decisions which he is required to make in connection therewith within a reasonable time so as not to delay the work of the Contractor.

1.09 **Monthly Reporting of Progress**

When requested by the Client, the Contractor shall provide the Client with a written report showing the portion of the Services completed in the preceding month.

ARTICLE 2 - SERVICES

Services are to be provided in accordance with the terms of reference titled 'PW-2017-11 - Request for Quotation, for the Rehabilitation/Reconstruction of Storie Road, dated June 12th, 2017 and contained as **Appendix 1**

IN WITNESS THEREOF the parties hereto have caused to be executed those presents by their officers properly authorized in that behalf on the day and year first above written.

SIGNED, SEALED AND DELIVERED

in the presence of:)
)
)
)
)

CONTRACTOR

(Signature)

(Name)

(Title)

THE CORPORATION OF THE TOWNSHIP OF HORTON

MAYOR

CLERK