

Hobbits Corner to Schreiber Beach – Trail Feasibility/Engineering Study



Request for Quote

Release Date: November 9, 2022

Closing Date & Time: 2:00PM (EST) December 9, 2022

Submit to: fspa@schreiber.ca

Attention: Kim Dargavel, Finance & Special Projects Administrator



Kim Dargavel | Finance & Special Projects Administrator

Office of Finance & Economic Development | **TOWNSHIP OF SCHREIBER**

P.O. Box 40, 204 Alberta Street | Schreiber, ON, P0T 2S0

Cell 807-229-5116 | Office 807-824-2711 Ext. 233

fspa@schreiber.ca | www.schreiber.ca

Objective

This Request for Quote (RFQ) is an invitation by the Township of Schreiber (MUNICIPALITY) to prospective proponents (BIDDERS) to submit proposals for:

- Master Trail Builders: Conducting on-site inspections and recommendations as a trail master builder for future capital improvements for the Hobbits Corner to Schreiber Beach portion of the Casque Isles Hiking Trail; AND
- Engineering Firms: Developing the required structural drawing renderings to be done throughout the course of the on-site trail walkthroughs for the feasibility study, including but not limited to a new bridge within the trail system.

Scope of Work

- **Master Trail Builder and Engineer are to conduct a Trail Feasibility and Engineering Study from Hobbit's Corner to Schreiber Beach. The approximate distance is 840m.**
 - A true length of trail is to be included as part of any recommendations for trail system development
- **Master Trail Builder and Engineer need to conduct on site inspections of current trail system.**
 - Develop cost forecasting;
 - Measures/ Estimates and;
 - Scope of work for future development
 - Both hand-built and machine-built measures should be provided as options
 - Engineering firm is to produce any structural renderings that are require through the on-site assessment of the work.
- **Engineering Firm and Master Trail Builder are to walk along the trail system for cross-industry collaboration.**
 - Ensuring structural modifications are not missed in the assessment of this challenging segment of trail.
- **Engineering study should be broken down into 3 sections:**
 1. Schreiber Beach to the Thomas McGrath Memorial Bridge. This trail would need to meet the moderate classification.
 2. Engineering drawings to replace the memorial bridge.
 3. Improvements from the Thomas McGrath Memorial Bridge to Hobbits Corner to reduce the difficult classification of the trail using sustainable trail building practices.
- **Estimated production schedule for each section listed above.**

Terms & Conditions

This list is not intended to be exhaustive and The Township of Schreiber reserves the right to modify the following anytime in its sole discretion.

Definition of Terms

BIDDER – Each company receiving this Request for Quote.

CONSULTANT – Refers to the successful BIDDER(s).

MUNICIPALITY – Refers to the Corporation of the Township of Schreiber.

PROPOSAL – A BIDDER's submission in response to this Request for Quote.

PROJECT – Refers to the Hobbits Corner to Schreiber Beach – Trail Feasibility/Engineering Study.

AGREEMENT – Refers to the future contract or purchase order which CONSULTANT shall be invited to enter into with MUNICIPALITY for the provision and completion of scope of work.

1. General Stipulations

- 1.1. RFQ bids must be submitted by 2:00pm (EST) on December 9th of 2022.
- 1.2. BIDDER shall bear all costs associated with the preparation and submission of their quote, MUNICIPALITY will in no way be responsible or liable for those costs, regardless of the conduct or outcome of the bid evaluation process.
- 1.3. Proposals may not be modified after the closing date and time except as may be allowed by MUNICIPALITY.
- 1.4. If a BIDDER discovers any inconsistency, discrepancy, ambiguity, errors or omissions, in this RFQ, it must notify the MUNICIPALITY, who may, if necessary, send written addenda to all prospective BIDDERS.
- 1.5. MUNICIPALITY may, at any time up until closing, make and stipulate changes to this RFQ.

2. Dealing with Proposals

- 2.1. MUNICIPALITY reserves the right to:
 - 2.1.1. Reproduce any of the proposals and supporting documents for internal use.
 - 2.1.2. To not be obligated in any way by a BIDDER's proposal. MUNICIPALITY will not return any of the BIDDER's proposals or supporting documents to BIDDER.
 - 2.1.3. Request clarification or additional information on any proposal.
 - 2.1.4. Reject any and all proposals and/or re-advertise for the submission of new proposals.
 - 2.1.5. Negotiate with any one or more BIDDERS with respect to any aspect for the RFQ, this process, mandatory requirements or otherwise with respect to the RFQ or any contract arising out of the RFQ.
 - 2.1.6. In its sole and absolute discretion, independently verify any information obtained in any submission.

3. Consulting Services

- 3.1. CONSULTANT shall be willing to enter into a contract or purchase order for the provision and completion of project scope of work. The cost of services is not to exceed the maximum quote as submitted by CONSULTANT in their response to this RFQ.
- 3.2. CONSULTANT shall provide complete and comprehensive professional services in the speciality fields required to carry out the project.

4. Payment Terms

- 4.1. MUNICIPALITY will be invoiced when services are complete. Invoices submitted by the CONSULTANT to the MUNICIPALITY are due within 30 days of receipt. The MUNICIPALITY requires fully itemized and detailed invoices with all required internal codes. Invoices must show net subtotal, all applicable taxes separately, and a grand total. The project name and the municipality's name shall be clearly shown on the invoice. Each invoice will contain a breakdown of the scope of work/tasks completed.
- 4.2. All invoicing for services and disbursements will be issued directly to the attention of the Township of Schreiber at the following address:
Box 40, 204 Alberta Street, Schreiber, ON P0T 2S0
- 4.3. Any expenditure not defined as a Reimbursable Expenses, which the CONSULTANT intends to invoice as a Reimbursable Expense, shall be approved by the MUNICIPALITY in writing as a Reimbursable Expense prior to the expenditure being incurred.
- 4.4. Set out in relevant and clear schedules to the Agreement. The CONSULTANT will provide the necessary documentation to MUNICIPALITY to justify pricing if so requested.
- 4.5. Where requested by MUNICIPALITY, CONSULTANT will provide MUNICIPALITY with invoice reconciliation reports by invoice number. Payment will be withheld for rejected invoices until such a time as MUNICIPALITY receives a satisfactory corrected billing or credit note. Payment will then be made promptly. All invoices charged are subject to audit at MUNICIPALITY's discretion.
- 4.6. All monetary amounts referred to in this Agreement are in CAD (Canadian Dollars).

5. Taxes

- 5.1. The compensation as stated in this Agreement does not include sales tax or other applicable duties as may be required by law. Any sales tax and duties required by law will be charged to the MUNICIPALITY in addition to the compensation.

6. Changes in the Project

- 6.1. The MUNICIPALITY may make changes in the Project by providing a direction to change in writing to the CONSULTANT's representative. Changes in the project will be subject to an appropriate adjustment to CONSULTANT's fees and professional services timeframe.

7. Termination and Suspension

- 7.1. MUNICIPALITY shall have the right, which may be exercised from time to time to cancel any uncompleted or unperformed portion of the work or part thereof without cause or fault. In the event of such cancellation, MUNICIPALITY shall pay to the CONSULTANT the cost and expenses by the CONSULTANT in performing that portion of the work completed up until the date of cancellation.
- 7.2. The MUNICIPALITY may:
 - 7.2.1. If the CONSULTANT; commits any act of bankruptcy; or if a receiver is appointed on account of its insolvency or in respect of any of its property; or if the CONSULTANT makes a general assignment for the benefit of its creditors; then, in any such case, the MUNICIPALITY may, without notice; terminate the contract.
 - 7.2.2. If the CONSULTANT; fails to comply with any request, instruction or order of the MUNICIPALITY; or fails to pay its accounts; or fails to comply with, disregard statutes, regulations, by-laws or directives of relevant authorities relating to the work; or fails to prosecute the work with the skill and diligence; or assigns or sublets the contract or any portion thereof without the MUNICIPALITY's written consent; or refuses to correct defective work; or is otherwise in default in carrying out its part of any of the terms, conditions and obligations of the Proposal, then, in any such case, the MUNICIPALITY may, upon expiration of ten (10) days from the date of written notice to the CONSULTANT, terminate the assignment.
 - 7.2.3. Any termination of the assignment by the MUNICIPALITY, as aforesaid, shall be without prejudice to any other rights or remedies the MUNICIPALITY may have.
 - 7.2.4. If the MUNICIPALITY terminates the assignment, it is entitled to:
 - 7.2.4.1. Take possession of all of the work in progress and finish the work by whatever means the MUNICIPALITY may deem appropriate under the circumstances;
 - 7.2.4.2. Withhold any further payments to the CONSULTANT until its liability to the MUNICIPALITY is ascertained;
 - 7.2.4.3. Recover from the CONSULTANT loss, damage and expense incurred by the MUNICIPALITY by reason of the CONSULTANT's default (which may be deducted from any monies due or becoming due to the CONSULTANT, any balance to be paid by the CONSULTANT to the MUNICIPALITY).
- 7.3. The MUNICIPALITY shall not be liable to the CONSULTANT for loss of anticipated profit on the cancelled portion or portions of the work.

8. Insurance & Indemnification

- 8.1. CONSULTANT shall maintain sufficient Public Liability Insurance and shall provide to the MUNICIPALITY proof of such insurance in the form of a Certificate of Liability issued by an insurance company licensed to write property casualty insurance in the Province of Ontario and providing as minimum requirements the following:
 - 8.1.1. \$2,000,000 primary limits for General Liability and \$2,000,000 for owner and Non-owned Automobile Liability, coverage to include Bodily Injury, Property Damage and Products/Completed Operations; Policies to be written on an occurrence basis.

- 8.1.2. Professional Liability Insurance coverage shall be in the amount of \$2,000,000. When requested, CONSULTANT shall provide to the MUNICIPALITY proof of Professional Liability Insurance carried by the CONSULTANT.
 - 8.1.3. Certificates must provide for thirty (30) days notice to the MUNICIPALITY in the event of cancellation or in the event of non-renewal of an Insurance Policy or pertinent coverage.
 - 8.1.4. 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.
 - 8.1.5. CONSULTANT shall procure and maintain insurance against any claims for injuries to persons or damages to property that may arise from or in connection with CONSULTANT's performance of work by his/her agents, representatives, employees, or sub-contractors for the duration of this agreement. The cost of such insurance shall be paid by CONSULTANT.
- 8.2. CONSULTANT will indemnify MUNICIPALITY and its representatives (officers, employees, servants, agents, or successors) for any and all losses suffered or incurred due to the performance or non-performance of CONSULTANT, including negligence, claim, demand, damages, liability, legal fees, costs and permitted assigns, as well as for any losses arising from any claim or action by a third party for breach of intellectual property. This provision shall survive termination of any agreement resulting from this RFQ.

9. Dispute Resolution

- 9.1. In the event a dispute arises out of or in connection with this Agreement, the Parties will attempt to resolve the dispute through friendly consultation.
- 9.2. If the dispute is not resolved within a reasonable period then any or all outstanding issues may be submitted to mediation in accordance with any statutory rules of mediation. If mediation is unavailable or is not successful in resolving the entire dispute, any outstanding issues will be submitted to final and binding arbitration in accordance with the laws of the Province of Ontario. The arbitrator's award will be final, and judgment may be entered upon it by any court having jurisdiction within the Province of Ontario.

10. Confidentiality

- 10.1. Confidential information (the "Confidential Information") refers to any data or information relating to the business of the MUNICIPALITY which would reasonably be considered to be proprietary to the MUNICIPALITY including, but not limited to, accounting records, business processes, and MUNICIPALITY records and that is not generally known in the industry of the MUNICIPALITY and where the release of that Confidential Information could reasonably be expected to cause harm to the MUNICIPALITY.
- 10.2. The CONSULTANT agrees that they will not disclose, divulge, reveal, report or use, for any purpose, any Confidential Information which the CONSULTANT has obtained, except as authorized by the MUNICIPALITY or as required by law. The obligations of confidentiality will apply during the term of this Agreement and will survive indefinitely upon termination of this Agreement.
- 10.3. All written and oral information and material disclosed or provided by the MUNICIPALITY to the CONSULTANT under this Agreement is Confidential Information regardless of whether it was provided before or after the date of this Agreement or how it was provided to the CONSULTANT.

11. Ownership of Intellectual Property

11.1. All intellectual property and related material (the "Intellectual Property") that is developed or produced under this Agreement, will be the sole property of the MUNICIPALITY. The use of the Intellectual Property by the MUNICIPALITY will not be restricted in any manner.

11.2. The CONSULTANT may not use the Intellectual Property for any purpose other than that contracted for in this Agreement except with the written consent of the MUNICIPALITY. The CONSULTANT will be responsible for any and all damages resulting from the unauthorized use of the Intellectual Property.

12. Return of Property

12.1. Upon the expiry or termination of this Agreement, the CONSULTANT will return to the MUNICIPALITY any property, documentation, records, or Confidential Information which is the property of the MUNICIPALITY.

13. Non-Solicitation

13.1. The CONSULTANT will not, without the written consent of MUNICIPALITY, directly or indirectly approach, entice or solicit any personnel of MUNICIPALITY for the purposes of recruitment or provision of services.

14. No Partnership

14.1. In providing the Services under this Agreement it is expressly agreed that the CONSULTANT is acting as an independent CONSULTANT and not as an employee. The CONSULTANT and the MUNICIPALITY acknowledge that this Agreement does not create a partnership or joint venture between them, and is exclusively a contract for service.

15. Succession & Assignment:

15.1. The MUNICIPALITY and the CONSULTANT respectively bind themselves, their partners, successors, assigns and legal representatives to the other party to this contract and to the partners, successors, assigns and legal representatives of such other party with respect to all covenants of this contract. Except as otherwise provided herein, neither the MUNICIPALITY nor the CONSULTANT shall assign, sublet, or transfer an interest in this contract without the written consent of the other. Consent to such assignment or transference shall not be unreasonably withheld.

15.2. CONSULTANT will be responsible for all acts and omissions for any sub-contractor. Acceptance of any sub-contractual arrangement by MUNICIPALITY will not relieve CONSULTANT'S responsibility for work provided by a sub-contractor.

15.3. CONSULTANT's fees are inclusive of coordination of sub-contractors if applicable.

16. Safety & Security

16.1. CONSULTANT will be required to represent and warrant compliance with laws, regulation and industry standards for safety, security and protection of MUNICIPALITY's property.

16.2. CONSULTANT acknowledges its responsibility to meet all of the employer obligations under the Occupational Health & Safety Act (OHSA) and shall ensure that work is carried out in accordance with the OHSA.

16.3. CONSULTANT is required to protect employees with Workplace Safety and Insurance Board coverage. CONSULTANT must provide a valid "Clearance Certificate" from the WSIB.

17. Local Conditions

17.1. CONSULTANT shall make full enquires concerning all local laws, regulations, practices and conditions that might affect their performance of work. All work shall abide by Federal, Provincial, and Municipal laws. CONSULTANT is responsible for obtaining and maintaining all regulatory licenses, approvals, and permits necessary to carry out the requirements of the agreement. No plea of misunderstanding will be considered on account of ignorance thereof.

18. Severability

18.1. In the event that any of the provisions of this Agreement are held to be invalid or unenforceable in whole or in part, all other provisions will nevertheless continue to be valid and enforceable with the invalid or unenforceable parts severed from the remainder of this Agreement.

19. Waiver

19.1. The waiver by either party of a breach, default, delay or omission of any of the provisions of this Agreement by the other Party will not be construed as a waiver of any subsequent breach of the same or other provisions.

20. Interpretation not Affected by Headings or Party Drafting

20.1. The division of this Agreement into articles, paragraphs, subparagraphs, and clauses and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation of this Agreement. Each party hetero acknowledges that it has reviewed and participated in setting the terms of this Agreement and the parties hereby agree that any rule of construction to the effect that any ambiguity is to be resolved against the drafting party shall not be applicable in the interpretation of this Agreement.

21. Modification of Agreement

21.1. Any amendment or modification of this Agreement or additional obligation assumed by either Party in connection with this Agreement will only be binding if evidenced in writing signed by each Party or an authorized representative of each party.

Completing the RFQ

1. Provide a brief work plan with:
 - a. a relevant list of tasks to implement scope of work.
 - b. anticipated timelines for tasks (schedule) > ensure to include meeting dates, all tasks, party responsible for completing each task, milestones, and critical path. (The project is anticipated to be completed in the timeframe from November 2022 to September 30th, 2023.)
 - c. a price-breakdown for tasks, ongoing consulting fees, and any additional services (quote).
2. Provide methods for controlling cost and schedules in work plan. Determine proposed technical/physical methodologies which will be utilized to measure project performance.
3. Provide relevant examples that showcase your understanding of the project scope. Describe your company's experience with respect to services that are similar to the proposed work. Provide project team qualifications, former project references, or recognition and awards received for best practice solutions.
4. Provide proof of your company's Workplace Safety and Insurance Certificate. (WSIB).
5. Provide proof of comprehensive or commercial general certificate of insurance.
6. Provide written assurance that your company is compliant with all necessary employment laws.

If any respondent has questions concerning the proposed project, finds discrepancies or omissions in the solicitation document or otherwise requires clarification, such matters should be submitted in writing to the individual named in the preceding paragraph at least three (3) business days prior to the proposal due date noted on the cover page. Copies of all questions and answers, and any addenda to supplement the RFQ, will be sent to each respondent no later than three (3) business days prior to the proposal due date. Only formal written responses to properly submitted questions will be binding on MUNICIPALITY. Any such clarifications or addenda shall become part of this RFQ. No interpretation or clarification of the meaning of any part of this RFQ will be made orally to any respondent. Respondents must request such interpretation or clarification in writing from MUNICIPALITY.

Questions Regarding RFQ

Only questions received by the Township via email will be acknowledged. All correspondence shall be sent to:

Kim Dargavel

Finance & Special Projects Administrator
Township of Schreiber

E-mail: fspa@schreiber.ca

P.O. Box 40, 204 Alberta Street
Schreiber, ON
P0T 2S0

Bid Evaluation

Evaluation Procedure

Work Plan 75%

- Scope of work, methodology, & implementation of tasks (20%)
- Anticipated timelines & scheduling for tasks (5%)
- Price breakdown/quotes for tasks (50%)

Experience & Qualifications 25%

- Project team qualifications, firm references, examples, and awards (25%)

Bid Rejection

Unsuccessful BIDDERS shall be notified by MUNICIPALITY via email as soon as possible after this bid has been awarded. MUNICIPALITY reserves the right to accept and reject any or all bids, and to select a CONSULTANT who offers the most advantageous solution that best serves the interests of MUNICIPALITY.

Appendix

Schedule A: Schreiber Beach to Hobbits Corner Project Outline – Initial Overview

Schedule B: Parks Canada Trail Classification Standard