Request for Proposal 2018-01
For
Design Build Services for a Storm Water Management Retrofit Feature to be located at Countryside Sports Complex
In the City of Greater Sudbury

Requested by Nickel District Conservation Authority (Conservation Sudbury)
April 12, 2018

RFP Contact:
Madison Keegans
Madison.Keegans@ConservationSudbury.ca

Closing:
Thursday May 10, 2018 at 4:00pm

Conservation Sudbury
401-199 Larch St.
Sudbury, Ontario
P3E 5P9
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1. Introduction

1.1 Background

Nickel District Conservation Authority (NDCA) is one of Ontario’s 36 community based, watershed stewardship agencies. The main goal of the NDCA (also known as Conservation Sudbury) is to ensure healthy interaction between the watersheds, the natural environment, and the local economy. The NDCA provides important conservation services in a total watershed area of approximately 9,150 square kilometers. The NDCA was established in 1973 and is governed by a nine-member Board appointed by the council of the City of Greater Sudbury.

Low impact development (LID), according to the CVC/TRCA LID Storm water Management Planning and Design Guide, is a storm water management strategy that seeks to mitigate the impacts of increased runoff and storm water pollution by managing runoff as close to its source as possible. LID comprises a set of site design strategies that minimize runoff and distributed, small scale structural practices that mimic natural or predevelopment hydrology through the processes of infiltration, evapotranspiration, harvesting, filtration and detention of stormwater. These practices can effectively remove nutrients, pathogens and metals from runoff, and they reduce the volume and intensity of stormwater flows.

The NDCA received funding from Environment and Climate Change Canada through the Environmental Damages Fund to design and implement a low impact development system. This project will reduce storm water pollution entering an urban water body within the City of Greater Sudbury.
1.2 Purpose of the Project

The purpose of the project is to design and construct a low impact development retrofit feature at the Gerry McCrory Countryside Sports Complex located within the City of Greater Sudbury, owned and operated by the Municipality. The LID system will capture, temporarily store, and filter runoff from the impervious parking lot adjacent to the retrofit feature.

1.3 Project Objective

NDCA is seeking proposals from qualified consultant and contractor teams, to develop and implement a preferred LID retrofit option for the Project Area. The selected team, hereafter referred to as the Design-Build Contractor (DBC) would then carry a preferred conceptual design forward, into a detailed design package for approval and implementation.

1.4 Project Timing/Key Dates

Selection of DBC - to be completed by May 18, 2018

Selected DBC will demonstrate that a qualified soil supplier has been retained by June 8, 2018

Selection of preferred design- to be completed by July 12, 2018

Final design and brief – to be completed by August 31, 2018

Construction will be completed by October 15, 2018

The project must be fully completed by November 30, 2018

2. Project Details

2.1 Project Area: The project area is the northern drive aisle and adjacent graveled slope (between northern drive aisle and drainage ditch) of the Countryside Sports Complex, with an approximate area of 280 m$^2$ as depicted in Figure 1 of Appendix A. Approximately 3,600 m$^2$ of the parking lot of the Sports Complex drains northward into the drainage ditch, and will be treated through the LID Retrofit Feature. Water from this site eventually discharges into a series of drainage features, wetlands and ultimately into McFarlane Lake approximately 3 km to the southeast. To implement this retrofit option, the NDCA will utilize 3 m width and 65 m length of paved parking surface in the northern drive aisle. Approximately 1.5m width of the adjacent graveled slope can be utilized for the design in addition to the paved parking surface.

2.2 Purpose of the system: The system will capture, temporarily store, and filter runoff to reduce non-point source pollutants, and improve water quality downstream.
2.3 System requirements: The preferred retrofit option for this site is a bio-filter feature linear in shape. The design will incorporate the following:

2.3.1 Soil media: The preferred retrofit option will incorporate bioretention soil media in order to improve the quality of storm water runoff entering the system. The selected DBC will provide a site design that adheres to the bioretention soil guidelines set out by CVC/TRCA Low Impact Development Planning and Design Guide (https://cvc.ca/wp-content/uploads/2012/02/lid-swm-guide-chapter4-4.5-bioretention.pdf). The successful DBC will demonstrate to the NDCA that a qualified soil supplier has been retained within 21 days (3 weeks) of contract award. All soils delivered by the soil supplier for the purpose of construction must be sampled and analyzed to ensure specifications outlined in the CVC/TRCA guide are met. The results of the soil testing must be provided to the NDCA for quality assurance purposes.

2.3.2 Plant Selection: The planting design will aim to achieve a sustainable vegetation community that fits with the ecological conditions of the selected site. The plants selected will be salt tolerant and will provide specific functions including treatment of pollutants, stabilization of soil, and promotion of infiltration. The plants selected will be native species; non-native, non-invasive species may be acceptable under certain circumstances, as approved by the NDCA.

2.3.4 Pretreatment: Pretreatment prevents premature clogging of bio-filter facilities by settling out large coarse particles and fine sediment before they reach the system. The preferred retrofit option will incorporate a pre-treatment feature into the design.

2.3.5 Transition: The project area is located next to the drive aisle of a municipal arena parking lot. The preferred design must incorporate a smooth, gradual transition where the system and the driveway meet in order to ensure the system does not obstruct flow of traffic (See Figure 1 in Appendix A).

2.3.6 Maintenance requirements: The preferred retrofit option will incorporate design considerations that will minimize short- and long-term maintenance requirements of the system.

2.4 Excavation: The NDCA is completing this project in a coordinated fashion with another drainage project taking place at the Countryside Sports Complex this summer/fall. The other drainage project contractor will incorporate the initial excavation of the site for the LID retrofit into their work plan. The DBC will provide a drawing to the NDCA depicting anticipated site condition to commence retrofit installation.

2.5 Pavement restoration: The project will utilize 3 m of paved parking lot; therefore it will be the responsibility of the contractor to repair the pavement adjacent to the system that may be damaged from site excavation. The painted hashed parking areas adjacent to the northern drive
aisle will be moved southward by 3 m to leave room for a 10 m driveway. The contractor will re-paint hashed areas in the new location (See Figure 2 in Appendix A).

2.6 Certification, maintenance and inspection of LID feature: The DBC will provide the NDCA with a verification report and as-built drawings. The DBC will provide the NDCA with a storm water management report that includes an inspection and maintenance schedule. The DBC will submit these reports to the NDCA by the closing date of the project as outlined in Section 1.4.

2.7 Warranty: Bidders must specifically and clearly state in the proposal all warranties covering their services and products provided for the purpose of the design and installation of the LID retrofit feature. This must include, but is not limited to the soil properties, guarantee against erosion (minimum 2 years), a guaranteed success rate for all plant materials installed, and any features specific to your design.

2.8 Additional considerations
   2.8.1 Construction Waste: All construction waste shall be removed and disposed of in an approved waste disposal facility. Any surplus materials, end cuts, etc. must not be left behind, buried or otherwise disposed of on the City of Greater Sudbury’s property. Any cost of clean-up required to be performed by the NDCA will be deducted from the deposit.
   2.8.2 Invasive species: All equipment and materials (including soil media and vegetation) must be free of invasive species before arriving on site. For more information please visit: https://www.ontarioinvasiveplants.ca/wp-content/uploads/2016/07/Clean-Equipment-Protocol_June2016_D3_WEB-1.pdf
   2.8.3 Contamination of materials: Materials including technical soils must be stored in the Project Area in a manner that will prevent contamination with foreign products or cross-contamination between project materials.
   2.8.4 Site Verification: Geotechnical work for this project will be completed by the contractor retained for the other drainage project at Countryside Sports Complex. The successful DBC should specify the information required from that geotechnical work in order to move forward with the site design.
   2.8.5 Design Considerations: Additional design components and considerations put forth by the successful DBC are welcomed by the NDCA.

3. Supporting Documentation
The following information forms the APPENDIX:
   A. Maps detailing approximate location and size of the Project Area
4. Evaluation, Selection & Schedule

4.1. Proposal Submission

Two hard copies (or an email) of a proposal clearly marked "Quotation for Countryside Sports Complex LID Retrofit" to be received by 4 PM local time on May 10, 2018. Proposals received after this time will not be considered. Complete proposals should be delivered to:

Conservation Sudbury
Attn: Madison Keegans
401 - 199 Larch Street
Sudbury, ON P3E 5P9

Alternately, the proposal may be sent using the same title and respecting the same closing time via email to: Madison.Keegans@ConservationSudbury.ca

4.2. Project Team Composition

The successful DBC will be led by a project manager with the following credentials:

- Membership with Professional Engineers Ontario or;
- Membership with Landscape Ontario

Additionally, the successful DBC will have demonstrated as many qualifications in the following:

- Successful completion of three (3) design-build projects
- Successful completion of LID retrofit projects
- Completion of Canadian Standards Association- Sustainable Stormwater Practices Training
- Certification as an Inspector of Erosion and Sediment Control (CISEC)
- Leadership in Engineering and Environmental Design (LEED) credentials
- Completion of Credit Valley Conservation LID Construction Course

4.3. Information Required

The name, address, and telephone number of the legal entity, as it would appear on the Professional Services Agreement must be included in the proposal. The bidder shall provide the following information:

- Cost breakdown
- Proposed project schedule.
- Please provide a brief history of the firm(s) and the length of time your organization has been in business under its present name and ownership.
- How many projects of a similar size and nature have you undertaken? Please list several examples. A minimum of three client contacts must be provided who would serve as references for other completed projects of a similar nature.
• Please describe the DBC team and identify the project manager(s) responsible for the successful completion of the project.
• Describe your facilities, capabilities and resources
• Describe the competitive advantage versus your peers. How do you add value?
• Have you lost any projects because of failure to deliver over the past 5 years? Please give specifics.

4.4. Professional Services Agreement
The successful DBC will be asked to prepare and sign a contract based on their proposal and taking into consideration any other matter that the NDCA may ask be included. Unit rates submitted by the DBC will be the basis for calculating any extras that may be required by the NDCA. Portions of the successful proposal shall become an integral part of the Agreement. It shall not, however, be considered the total binding obligation for the Agreement. Any and all proposal conditions may be included at the discretion of the Parties as part of the final negotiated and approved Agreement.

NDCA reserves the right to accept or reject any proposal based upon its own evaluation.

5. Selection Criteria
Evaluation Criteria and Interview Meeting
The quotations will be evaluated using a best value approach, such as the one below, considering both merit and price. They will be assessed on a point rating system for the following:

<table>
<thead>
<tr>
<th>POINTS</th>
<th>Description</th>
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<tbody>
<tr>
<td>200</td>
<td>Experience</td>
</tr>
<tr>
<td>200</td>
<td>Financial</td>
</tr>
<tr>
<td>200</td>
<td>Technical Merit</td>
</tr>
<tr>
<td>600</td>
<td>Total Points Available</td>
</tr>
</tbody>
</table>

Neither the qualifying proposal which scores the highest number of rating points, nor the one which contains the lowest price will be necessarily accepted. Selection will be based on the best overall value to the NDCA in terms of experience, merit and price.

Evaluation Criteria
The following point system will be used when evaluating proposal components:

- 0.0 Unacceptable
- 1.0 Poor
- 2.0 Fair
- 3.0 Good
- 4.0 Excellent

The total rating for each component will be obtained by multiplying the component points assigned by the evaluator by the component weight.
<table>
<thead>
<tr>
<th>Experience</th>
<th>Weight</th>
<th>Points</th>
<th>Rating</th>
</tr>
</thead>
<tbody>
<tr>
<td>A) Relevant experience and qualifications of key personnel</td>
<td>20</td>
<td></td>
<td></td>
</tr>
<tr>
<td>B) Demonstrated performance of contracts of this magnitude</td>
<td>15</td>
<td></td>
<td></td>
</tr>
<tr>
<td>C) References of the institution</td>
<td>10</td>
<td></td>
<td></td>
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<tr>
<td>D) Professional presentation reflecting confidence and direction</td>
<td>5</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Financial</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>A) Unit Pricing</td>
<td>35</td>
<td></td>
<td></td>
</tr>
<tr>
<td>B) Warranty</td>
<td>15</td>
<td></td>
<td></td>
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<tr>
<td><strong>Technical Merit</strong></td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>A) Demonstrated ability to provide services listed under Section 2.0 Project Details</td>
<td>20</td>
<td></td>
<td></td>
</tr>
<tr>
<td>B) Presentation relating to confidence regarding dependability, consistency, and timeliness</td>
<td>20</td>
<td></td>
<td></td>
</tr>
<tr>
<td>C) Innovation</td>
<td>10</td>
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**Additional Conditions**
- There will be no direct payment for the preparation and submission of proposals in response to this request.
- The NDCA reserves the right to negotiate changes in the technical content of the most satisfactory proposal.

**6. General Terms and Conditions**

**6.1. General Terms**

NDCA reserves the right in its sole discretion and for any reason to accept or reject any proposals submitted. All bidders identified as finalists shall make themselves available to attend an interview, if required (see Section 6.3). Revised tenders will not be called if only minor changes are contemplated. The work specified includes the supply of all labour, materials, equipment, tools, and services necessary to carry out the project. All tendered work performed shall be in accordance with the specifications in Section 2.0.
6.2. Bidder's Right to Amend or Withdraw Proposal

At any time prior to the proposal submission deadline (see Section 4.1), a bidder may amend or withdraw a submitted proposal. The right of bidders to amend or withdraw includes amendments or withdrawals wholly initiated by bidders and amendments or withdrawals in response to subsequent information provided by addenda. Any amendment or withdrawal must be sent to the contact listed in Section 4.1 prior to the proposal submission deadline stated in Section 4.1, and must be signed by an authorized representative. The NDCA is under no obligation to return amended or withdrawn proposals.

6.3. NDCA May Seek Clarification

The NDCA reserves the right to seek clarification and supplementary information from bidders after the proposal submission deadline (see Section 4.1). A response received by the NDCA from a bidder shall, if accepted by the NDCA, form an integral part of that bidder's proposal. The NDCA reserves the right to interview any or all bidders to obtain information about or clarification of their proposals. Interviews will be scheduled during the afternoon of May 16, 2018.

6.4. Irrevocable Response

The submission is irrevocable by the respondent following the deadline for submissions and will remain in effect and open for acceptance by the NDCA for 60 days from the submission deadline date.

6.5. Selection of DBC

The NDCA anticipates that the preferred DBC will be selected within eight (8) days of the proposal submission deadline (see Section 4.1). Notice of selection by the NDCA, to the selected DBC will be in writing in the same form in which the proposal was submitted (i.e., mail or email).

6.6. Conflict of Interest

In their proposal a bidder shall disclose any potential and/or existing conflict of interest. If a conflict of interest exists, the NDCA may, at its discretion, refuse to consider the proponent's proposal. If during the proposal evaluation process or the contract negotiation or the execution of the undertaking, the proponent is retained by or provides services for another client that gives rise to a potential conflict of interest, then the bidder shall so inform client, and if the client requests, refuse the new assignment or take such steps as are necessary to remove the conflict of interest.

6.7. Indemnity

The successful DBC agrees to indemnify and save harmless the NDCA from any claim or demand arising as a result of the performance or non-performance of the contract by the successful DBC, and without limiting the generality of the foregoing, the successful DBC agrees to indemnify and
save harmless the NDCA from any claim or demand arising after the expiry of any reasonable time limit fixed by the NDCA for the completion of any work as assigned from time to time.

6.8. Influence
No person, company, corporation or organization shall attempt in any way, either in private or in public, to influence the outcome of any of the client’s purchasing or disposal process. The bid, proposal or proposal of any person, company, corporation or organization that does attempt to influence the outcome of any of the client’s purchasing or disposal process will be disqualified.

6.9. Insurance
The proponent must provide proof of Comprehensive General Liability and Errors and Omissions Insurance equal to or in excess of $5,000,000 in Canadian funds. A copy of the insurance document and contact information of the insurer and/or broker MUST be included in an Appendix of the proposal. If the bidder does not currently maintain Comprehensive General Liability Insurance in excess of $5,000,000 this will not preclude them from consideration, but proof that this insurance has been acquired would be necessary before work on the project commences. Individual certificates will be provided before any site work commences naming the Nickel District Conservation Authority and the City of Greater Sudbury.

6.10. Licensing
The successful DBC will be responsible for a strict adherence to all Federal, Provincial, and Municipal codes and by-laws and must obtain all permits and licenses as applicable. The Project area is located within the regulatory floodplain, the NDCA is required to issue a permit based on the submission of a complete application prepared by the successful DBC that meets requirements to complete work in the floodplain as specified under Regulation 156/06: Development, Interference with Wetlands and Alterations to Shorelines & Watercourses, made under the Conservation Authorities Act.

6.11. Utilities
The successful DBC will be responsible for ensuring locates are completed as required by law.

6.12. WSIB
The DBC must supply proof of good standing with the Workplace Safety and Insurance Board (WSIB) at the request of the NDCA.
6.13. Safety and Labour Codes

The successful DBC must adhere to all safety rules, regulations and labour codes in effect in all jurisdictions where the work is to be performed. The successful DBC must provide the NDCA with a copy of their Health and Safety Policy Statement before work for the project can commence.


The Bidder agrees to ensure that his / her organization, any of its partners, employees, agents shall during and following the performance of the work maintain confidentiality and secure all materials and information that is the property of the client and in the possession or under the control of the Bidder pursuant to the contract. The Bidder further understands that all information and material, which comes to its attention as a direct result of its relationship with the client pursuant to this contract, is subject to the Freedom of Information and Protection of Privacy Act.

6.15. Conducting Work

As far as it is consistent with the nature of the work and the results to be attained, the order and methods of conducting the work will be left to the discretion of the successful bidder with whom the responsibility has been given. However, all work must be carried out during the period stated in Section 1.4. The NDCA shall have the right at all times to prescribe and control such order and methods with a view to the rapid and economical progress of the work.

6.16. Existing Conditions

A bidder is required, before submitting a proposal, and by personal examination, to thoroughly acquaint him/herself with all existing information that may in any way affect the completion of the work specified.

The setting out of work shall rest solely with the successful bidder, who will be responsible for the same, and if any discrepancies should be found, he will have to alter and make good same at his own expense.

No claims will be entertained based on the assertion by the bidder that they were not aware of the provisions or conditions intended to be covered by the contract.

6.17. Care of Work

The successful DBC will be held absolutely responsible for the care of the work and whatever pertains thereto, from the commencement of work to its final completion and acceptance.

6.18. Extensions

The agreement may not be extended beyond November 30, 2018 unless mutually agreed upon by all parties.
7. Contract Administration and Inquiries

All inquiries regarding this request or throughout the duration of any contract should be brought to the attention of the Project Manager.

Project Manager: Madison Keegans
Address: Conservation Sudbury
401 – 199 Larch St., Sudbury, ON P3E 5P9
Telephone: (705) 674-5249 x.210
Email: Madison.Keegans@ConservationSudbury.ca
8. Authorization

The bidder must submit a signed hard copy of their proposal including this form with the following section completed and delivered as described in section 4.3.

In the case of proposal submitted by email, please deliver an original of this form by mail along with the deposit or letter of credit to:

Conservation Sudbury
Attn: Madison Keegans
401 - 199 Larch Street
Sudbury, ON P3E 5P9
By: May 10, 2018 at 4 PM local time

Submitted by:______________________________________________________________

Company Name:____________________________________________________________

Address:______________________________________________________________

Phone Number:___________________________________________________________

Principle Representative:____________________________________________________

Signature of Principle:_______________________________________________________

Date: ________________________________________________________________

Please list the contents of the submission (Number of pages, attachments, etc.)

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