

Proposal
Newport Municipal Drain
Tender and Construction Services
Township of Edwardsburgh/Cardinal

Prepared For:



Prepared By:

Robinson Consultants Inc.
Consulting Engineers

Our Project No. 18008
June 2022

June 2, 2022

Township of Edwardsburgh/Cardinal
18 Centre St., P.O Box 129
Spencerville, ON K0E1X0

Attention: **Mr. Dave Grant, CAO**

Reference: **Proposal – Newport Municipal Drain
Tender and Construction Services
Township of Edwardsburgh/Cardinal
Our Project No. B18008**

Dear Sir,

We are enclosing our proposal to provide tender assistance and construction services (contract administration and inspection) for the implementation of proposed work on the Newport Municipal Drain.

Work for this project is split into two (2) components. The first component is the East Branch which is primarily the responsibility of the Township. The second component is the West Branch which is primarily a responsibility of the County of Leeds and Grenville. However, the County work is administered by the Township under the authority of the Ontario Drainage Act, R.S.O. 1990 (Act), as such it requires a (reduced) level of effort and will ultimately be billed to the County.

The extent of work and the level of effort required has been developed in conformance with typical requirements for the construction of a Municipal Drain.

Should you have any questions or concerns, please contact me on my cell at 613-791-1335 or via e-mail at lfranklin@rcii.com.

Yours very truly,

ROBINSON CONSULTANTS INC.



Lorne Franklin, L.E.T., C.E.T, rcca, CISEC
Licensed Drainage Technologist
Drainage Services

LJF: plw

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1.0 INTRODUCTION

This submission has been prepared by Robinson Consultants Inc. to provide tendering assistance and construction services (contract administration and inspection) to the Township of Edwardsburgh/Cardinal for the implementation of the construction of the Newport Municipal Drain.

Construction is to be completed in conformance with the Engineer's Report for the Newport Municipal Drain -- "Engineer's Report For the Construction of the Newport Municipal Drain -- Township of Edwardsburgh/Cardinal", dated November 19, 2021, by Robinson Consultants Inc. and the associated by-law.

2.0 UNDERSTANDING OF OBJECTIVES

TENDER PREPARATION (EAST BRANCH)

- Provide detailed contract specific Special Provisions where necessary to facilitate the proposed work.
- Provide quantities and calculations necessary for the completion of the Schedule of Prices to be incorporated in the Tender Package.
- Prepared Tender documentation in conformance with Township and/or Robinson Consultants Inc. standard tender formats.
- Assist in the posting of the Tender to the municipality's preferred service.
- Review submitted bids and provide a recommendation of Award.

CONTRACT ADMINISTRATION AND INSPECTION (EAST BRANCH)

- The work must be completed between July 15th and October 15th, with an anticipated duration of 6 weeks.
- Arrange and attend a Pre-Construction Meeting with the Contractor and the Township
- Review of Contractor Submissions as required by contract special provisions
- Provide benchmarks and horizontal control for Contractor provided construction layout and/or confirmation of GPS datum alignment.
- Review and approve Contractor submitted Progress Payment Certificates
- Attend Site Meetings (where necessary)
- Provide Construction Inspection on a part-time basis. This is anticipated to accommodate approximately 20 hours per week for a maximum of 6 weeks. To facilitate this work and the level of effort the Township may wish to provide additional inspection services and provide direction on when Robinson Consultants Inc. inspections may be best utilized.
- Provide services for Contract Administration as required by Contract General Conditions and/or Special Provisions.
- Provide a Certificate of Substantial Completion in conformance with contract requirements
- Review and approve the Release of Holdback amounts in conformance with the Construction Act.
- Provide a "Warrantee Period" inspection (approximately Sept. 2023)
- Document any construction deficiencies for correction by the Contractor as determined in the Warrantee Period inspection and provide on-site inspection of corrected deficiencies (approximately Sept. 2023)
- Provide a Certificate of Completion (approximately Oct. 2023)

COUNTY ROAD AUTHORITY

It is anticipated that the County Road Authority will provide most tender, construction administration and inspection services related to the West Branch. However, as this project is completed under the Ontario Drainage Act, R.S.O. 1990 (Act), this portion of the work is officially administered by the Township and requires some input, review and due diligence inspection to satisfy the conditions of the Act.

- Review and provide confirmation that the West Branch outlet design completed by the County is in conformance with the requirements of the Engineer's Report.
- Assist the County in the preparation of specifications (Drain Related)
- Provide assistance for tender questions and addendums (Drain Related)
- Provide limited (due diligence) inspection as required by the Act.
- Attend site meetings (limited/where requested)
- Provide benchmarks and horizontal control for Contractor provided construction layout and/or confirmation of GPS datum alignment.
- Provide a "Warranty Period" inspection (approximately Sept. 2023)
- Document any construction deficiencies for correction by the Contractor as determined in the Warranty Period inspection and provide on-site inspection of corrected deficiencies (approximately Sept. 2023)
- Provide a Certificate of Completion (approximately Oct. 2023)

ASSESSMENTS AND OMAFRA CERTIFICATION

- Update Schedule of Assessment with as-completed costs.
- The preparation of OMAFRA Grant Forms is not anticipated to be required as there are no known grant eligible properties.
- Provide certification to OMAFRA that the project is complete and in conformance with the Engineer's Report.

3.0 LEVEL OF EFFORT AND FEE ESTIMATE

The level of effort will be dictated by services requested or required by the municipality and the completeness of any information received. The timing of receipt of information and approvals will largely dictate the schedule. We have provided a proposed Level of Effort and Fee Estimate on **Figure 1** in **Appendix A**.

4.0 FEES

We will bill for our services monthly, using our standard billing rates for this project.

We estimate that the fees for this project should not exceed **\$56,957.50** excluding HST for the implementation of tendering and construction services for the construction of the Newport Municipal Drain. The noted amounts include for fees and disbursement for travel costs. If there are any unforeseen costs, we will seek Township of Edwardsburgh/Cardinal approval for additional fees at that time.

5.0 CONTRACTUAL ACKNOWLEDGMENT

Robinson Consultants Inc. is prepared to undertake this project in accordance with this proposal and the Terms of Engagement included in **Appendix B**.

Yours very truly,

ROBINSON CONSULTANTS INC.

A handwritten signature in black ink, appearing to read 'Lorne Franklin', is positioned above the printed name.

Lorne Franklin, L.E.T., C.E.T, rcca, CISEC
Licensed Drainage Technologist
Drainage Services

Appendix A

Figure 1.0 Level of Effort and Fee Estimate

LEVEL OF EFFORT

Newport Municipal Drain Tender and Construction Services	RCI STAFF							Total	RCI							Total
	AJR	AJ	LF	DD	CN	FS	SU		\$210.00	\$175.00	\$130.00	\$115.00	\$125.00	\$115.00	\$95.00	
	AJR	AJ	LF	DD	CN	FS	SU		AJR	AJ	LF	DD	CN	FS	SU	
1. TENDER PREPARATION (EAST BRANCH ONLY)																
Specifications	1	1	8	8	4		1	23.0	\$ 210.00	\$ 175.00	\$ 1,040.00	\$ 920.00	\$ 500.00		\$ 95.00	\$ 2,940.00
Quantities and Calculations			4	16				20.0			\$ 520.00	\$ 1,840.00				\$ 2,360.00
Tender Preparation	1	1	8	32				42.0	\$ 210.00	\$ 175.00	\$ 1,040.00	\$ 3,680.00				\$ 5,105.00
Tender Posting							1	1.0							\$ 95.00	\$ 95.00
Tender Questions and Addendums			8					8.0			\$ 1,040.00					\$ 1,040.00
Tender Closing	0.5	0.5	0.5	2				3.5	\$ 105.00	\$ 87.50	\$ 65.00	\$ 230.00				\$ 487.50
Tender Submission Review and Recommendation	0.5	0.5	4					5.0	\$ 105.00	\$ 87.50	\$ 520.00					\$ 712.50
Award								0.0								\$ -
2. CONTRACT ADMINISTRATION AND INSPECTION (EAST BRANCH)																
Standard Construction Timing Window (Jul 15 - Oct. 15)								0.0								\$ -
Pre-Construction Meeting			6					6.0			\$ 780.00					\$ 780.00
Review of Contractor Submissions			2	6				8.0			\$ 260.00	\$ 690.00				\$ 950.00
Construction Layout				8		8		16.0				\$ 920.00		\$ 920.00		\$ 1,840.00
Progress Payment Certificates			2	14				16.0			\$ 260.00	\$ 1,610.00				\$ 1,870.00
Site Meetings			16					16.0			\$ 2,080.00					\$ 2,080.00
Inspection (Part-Time)				120				120.0				\$ 13,800.00				\$ 13,800.00
Contract Administration			40					40.0			\$ 5,200.00					\$ 5,200.00
Certificate of Substantial Completion	0.5	0.5	2					3.0	\$ 105.00	\$ 87.50	\$ 260.00					\$ 452.50
Release of Holdback			0.5	1.5				2.0			\$ 65.00	\$ 172.50				\$ 237.50
Warrantee Period Inspection (Sept. 2023)			6					6.0			\$ 780.00					\$ 780.00
Correction of Deficiencies (Sept 2023)			16					16.0			\$ 2,080.00					\$ 2,080.00
Certificate of Completion (Oct. 2023)	0.5	0.5	2					3.0	\$ 105.00	\$ 87.50	\$ 260.00					\$ 452.50
3. COUNTY ROAD AUTHORITY -- TENDER ASSISTANCE, CONTRACT ADMINISTRATION AND INSPECTION (WEST BRANCH)																
Review and confirmation of outlet design	2	6	8					16.0	\$ 420.00	\$ 1,050.00	\$ 1,040.00					\$ 2,510.00
Assistance With Specifications (Drain Related)			4	4				8.0			\$ 520.00	\$ 460.00				\$ 980.00
Tender Questions and Addendums (Drain Related)			4					4.0			\$ 520.00					\$ 520.00
Inspection (Part-Time)			8	24				32.0			\$ 1,040.00	\$ 2,760.00				\$ 3,800.00
Site Meetings			8					8.0			\$ 1,040.00					\$ 1,040.00
Construction Layout				8		8		16.0				\$ 920.00		\$ 920.00		\$ 1,840.00
Warrantee Period Inspection (Sept. 2023)			4					4.0			\$ 520.00					\$ 520.00
Certificate of Completion (Oct. 2023)	0.5	0.5	2					3.0	\$ 105.00	\$ 87.50	\$ 260.00					\$ 452.50
4. ASSESSMENTS AND OMAFRA CERTIFICATION																
Update Schedule of Assessment (with costs)	0.5	0.5	2	6				9.0	\$ 105.00	\$ 87.50	\$ 260.00	\$ 690.00				\$ 1,142.50
Preparation of Grant Forms (Not Anticipated)								0.0								\$ -
OMAFRA Certification	0.5	0.5	1	1				3.0	\$ 105.00	\$ 87.50	\$ 130.00	\$ 115.00				\$ 437.50
Questions and Concerns	0.5	0.5	2					3.0	\$ 105.00	\$ 87.50	\$ 260.00					\$ 452.50
5. DISBURSEMENTS																
Travel and Expenses																\$ 5,700.00
TOTAL	8	12	168	250.5	4	16	2	460.5	\$ 1,680.00	\$ 2,100.00	\$ 21,840.00	\$ 28,807.50	\$ 500.00	\$ 1,840.00	\$ 190.00	\$ 56,957.50
															H.S.T.	\$ 7,404.48
															TOTAL	\$ 64,361.98
RCL - Robinson Consultants Inc. Summary of Phases																

RCI - Robinson Consultants Inc.

AJR - Andy Robinson, P.Eng
AJ - Angela Jonkman, P. Eng.
LF - Lorne Franklin, L.E.T., C.E.T., rcca, CISEC
DD - Dakota Dumont, E.I.T.

CN - Cody Newton, P.Eng.
FS - Field Staff/Surveying
SU - Support

Summary of Phases

1. TENDER PREPARATION (EAST BRANCH ONLY)	\$ 12,740.00
2. CONTRACT ADMINISTRATION AND INSPECTION (EAST BRANCH)	\$ 30,522.50
3. COUNTY ROAD AUTHORITY	\$ 11,662.50
4. ASSESSMENTS AND OMAFRA CERTIFICATION	\$ 2,032.50
5. DISBURSEMENTS	\$ 5,700.00
Total	\$ 62,657.50

Appendix B

Terms of Engagement

TERMS OF ENGAGEMENT**GENERAL**

The client hereby authorizes Robinson Consultants Inc. (the Consultant), and the Consultant hereby agrees to render the services for the project as specified and defined in the Consultant's Proposal to the client for this project in accordance with the conditions of assignment stated herein. The Consultant may, at its discretion and at any stage, engage sub consultants to perform part of the services.

COMPENSATION

Fees for the services rendered will be in accordance with the Consultant's Proposal, excluding HST that may be levied thereon. Invoices will be due and payable by the Client within thirty (30) days of the date of the invoice without hold back, deduction or set-off unless the Client has notified the Consultant in writing within ten (10) days of receipt of the invoice of any dispute with the invoice. In such case, the Client is entitled to withhold only the amount in dispute, and both parties shall promptly resolve the dispute as detailed below. Interest on overdue accounts is 18 % per annum (1.5 % per month).

Unless the Consultant's Proposal states otherwise, all expenses incurred as part of the Services shall be reimbursed at cost plus five per cent (5 %).

All quotes for fees for the Services are estimates only and may be exceeded provided the Consultant advises the Client in advance and has received the consent of the Client.

If the Consultant is required to perform additional work or change the Services for reasons beyond its control, or by the request of the Client, the Consultant shall be compensated for such additional work or changes in accordance with the Consultant's Proposal or, if the Consultant's Proposal is silent on that issue, then on a basis to be determined and agreed to by both parties at that time.

REPRESENTATIVES

Each party shall designate a representative who is authorized to act on behalf of that party and receive notices under this Agreement.

DATA AND INFORMATION

The Client shall provide to the Consultant all the reports, data, studies, plans, specifications, documents and other information that are relevant to the Services. The Consultant shall be entitled to rely upon the reports, data, studies, plans, specifications, documents and other information provided by the Client or others in performing the Services and the Consultant assumes no responsibility or liability for the accuracy or completeness of such. Client waives any claim against Consultant, and agrees to defend, indemnify and hold Consultant harmless from any claim or liability for injury or loss allegedly arising from errors, omissions or inaccuracies in reports, data, studies, plans, specifications, documents or other information provided to the Consultant by the Client. The Consultant shall be responsible only for the accuracy of the data, interpretations and recommendations it generates or makes.

The Consultant agrees to maintain the confidentiality of information provided by the Client that is marked as confidential and shall not disclose same to any person other than to its sub consultants and those who actually need to know, unless such information is already in the public domain or is required to be disclosed by law. The Client acknowledges and agrees that the Proposal contains highly valuable, sensitive and confidential information (such as its fees, trade secrets or patented methodologies), and agrees to maintain the confidentiality of same, except as may be required to be disclosed by law. Notwithstanding any prevailing laws that may allow disclosure of the Consultant's confidential information, the Client agrees to notify the Consultant in advance of such disclosure.

TERMINATION

Either party may terminate this engagement without cause upon thirty (30) days' notice in writing. On termination by either party under this paragraph, the Client shall forthwith pay to the Consultant its Charges for the Services performed, including all expenses and other charges incurred by the Consultant for this Project.

If either party breaches this engagement, the non-defaulting party may terminate this engagement after giving seven (7) days' notice to remedy the breach. On termination by the Consultant under this paragraph, the Client shall forthwith pay to the Consultant its Charges for the Services performed to the date of termination.

ENVIRONMENTAL

The Consultant's field investigation, laboratory testing and engineering recommendations will not address or evaluate pollution of soil or pollution of groundwater unless evaluation of pollution is expressly indicated in the proposal. The Consultant will co-operate with the Client's environmental consultant during the field work phase of the investigation.

PROFESSIONAL RESPONSIBILITY

In performing the Services, the Consultant will provide and exercise the standard of care, skill and diligence required by customarily accepted professional practices and procedures normally provided in the performance of the Services contemplated in this engagement at the time when and the location in which the Services were performed.

LIMITATION OF LIABILITY

The Consultants shall not be responsible for:

- (a) the failure of a Contractor, retained by the Client, to perform the work required in the Project in accordance with the applicable contract documents;
- (b) the design of, or defects in, equipment supplied or provided by the Client, its Contractor or other third parties or Consultants retained by the Client, for incorporation into the Project;
- (c) any cross-contamination resulting from subsurface investigations;
- (d) any damage to subsurface structures and utilities which were identified and located by the Client;
- (e) any Project decisions made by the Client if the decisions were made without the advice of the Consultant or contrary to or inconsistent with the Consultant's advice;
- (f) any consequential loss, injury or damages suffered by the Client, including but not limited to loss of use, earnings and business interruption;
- (g) the unauthorized distribution of any confidential document or report prepared by or on behalf of the Consultant for the exclusive use of the Client;
- (h) the negligence of third parties or other consultants who may be retained by the Client;
- (i) cost estimates provided by the Consultant for the cost of work of any other party, the accuracy of which cannot be guaranteed;
- (j) use by third parties who rely upon or make decisions based upon the Services.

The total amount of all claims the Client may have against the Consultants under this engagement, including but not limited to claims for negligence, negligent misrepresentation and breach of contract, shall be strictly limited to the amount of any professional liability insurance the Consultant may have available at the time such claims are made.

No claim may be brought against the Consultant in contract or tort beyond the limitation prescribed by law in Ontario or, where permitted by law no more than two (2) years after the Services were completed or terminated under this engagement.

DOCUMENTS

All documents prepared by the Consultant or on behalf of the Consultant in connection with the Project are instruments of service for the execution of the Project. The Consultant retains the property and copyright in these documents, whether the Project is executed or not. These documents may not be used on any other project without the prior written agreement of the Consultant.

FIELD SERVICES

Where applicable, field services recommended for the Project are the minimum necessary to observe whether the work of a contractor retained by the Client is being carried out in general conformity with the intent of the Services. Any reduction from the level of services recommended will result in the Consultant providing a qualified certification for the work.

DISPUTE RESOLUTION

If requested in writing by either the Client or the Consultant, the Client and the Consultant shall attempt to resolve any dispute between them arising out of or in connection with this Agreement by entering into structural 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 thirty (30) calendar days with the mediator, the dispute shall be referred to and finally resolved by arbitration under the rules of an accredited arbitration centre nearest the location of the Project, which has an expertise in reviewing the dispute in a reasonable time, or by an arbitrator appointed by agreement of the parties. Neither the mediator nor the arbitrator, if appointed, shall in any way be financially interested in the Project or the business of the parties.