



## **TOWN OF STRATFORD**

**234 Shakespeare Drive  
Stratford, PE C1B 2V8  
Phone: (902) 566-1995  
Fax: (902) 569-5000**

### **Request for Proposals Design Services**

## **Stratford Waterfront Boardwalk**

The Town of Stratford is now accepting proposals for the selection of a professional consultant to provide design services for the installation of a boardwalk along the waterfront in Stratford.

Three (3) copies of the proposal must be submitted in sealed envelopes clearly marked to identify the contents. Consultants are requested to submit proposals using a two-envelope system. One envelope contains the technical proposal of the design services exclusive of the design fees. The second sealed envelope outlines the cost of the project (i.e., SECTION IV PROPOSAL FORM). The evaluation of the consultant on the project will be completed prior to the second envelope containing the design costs being opened.

All proposals are due at the Town of Stratford main office, 234 Shakespeare Drive, Stratford, PE C1B 2V8 **no later than 3:00 p.m. on Friday, September 3, 2021.**

Any questions may be directed to Jeannie Gallant, Project Manager, via email at [jgallant@townofstratford.ca](mailto:jgallant@townofstratford.ca) or phone at (902) 367-3734.

## **SECTION I INTRODUCTION**

### **1.0 Revitalization of Waterfront**

The Town of Stratford originated in a 1995 amalgamation of five communities and is still in the process of creating a new downtown by filling in the gaps between these five original settlements. Many of these lands are still vacant, underutilized or in transition to become something new.

The Stratford Waterfront fits into the latter of these three categories. This part of town has reached a major milestone in this process: the sewage treatment plant is finally about to be removed, creating room for a new gateway feature for the town. With the upgrades to the pollution control plant in Charlottetown, and new pump station and forcemain pipes that pump the sewage to this central facility, one of the most precious pieces of land in Stratford is ready to be transformed from a fenced-off industrial site to a public amenity for residents and visitors.

A master plan for the waterfront park has been approved by the Town and will be provided to the successful proponent. The planned amenities for the park will be developed over several phases and several years. A schematic of the preliminary concept for the site has been included as Appendix A.

The proposed boardwalk would be approximately 360 linear meters and will include three lookouts and a large deck plaza surrounding the Michael Thomas statue. Lighting and benches are to be incorporated along the boardwalk. The boardwalk and deck plaza would be constructed of timber footings, wood structure and wood decking. The alignment of the boardwalk will follow the existing Trans Canada Trail and will terminate at the deck plaza surrounding the statue.

### **1.1 General Goals**

The Town of Stratford is seeking a consultant with a strong background in urban park design that has successfully completed similar projects and has extensive experience in the design of parks in urban communities. The selected consultant will be responsible for the completion of construction documents, including the processing of permits through all regulatory agencies having jurisdiction. The final set of construction documents must recognize the sensitivity and constraints of the project and identify measures to mitigate impacts.

### **1.2 Minimum Consultant Qualifications**

The key project staff, furnished by the consultant and sub-consultants, must have at least five years of prior experience on similar types of projects. All consultants responding to this Request for Proposal (RFP) will be evaluated based on their expertise, prior experience on similar projects, demonstrated competence, ability to meet the project schedule, adequate staffing, understanding of the project, and responsiveness to the needs and concerns of the Town of Stratford.

## **SECTION II INFORMATION & INSTRUCTIONS**

### **2.0 Submission Requirements**

The complete original proposal must be submitted in a sealed package and received in accordance with the instructions detailed in the cover letter. All proposals shall be clearly marked - "Design Services for the Stratford Waterfront Boardwalk".

Consultants shall be responsible for the actual delivery of proposals during business hours to the address indicated in the cover letter. It shall not be sufficient to show that the proposal was mailed in time to be received before scheduled closing time.

No fax or email submission will be considered. All entries in the Proposal Form shall be made in ink or by typewriter. Entries and changes made in pencil shall, unless otherwise decided by the Town of Stratford, be invalid or informal.

### **2.1 Proposal Format**

In order to maintain uniformity with all proposals furnished by consultants, the proposals shall be limited to a maximum of 20 pages (excluding front and back covers, section dividers, and resumes) and must include the following:

- A statement of project understanding containing any suggestions to improve or expedite the project or special concerns of which the Town should be made aware. The project approach shall contain clarifications or additional scope of work necessary for the successful completion of the project.
- A project team organization chart, identifying those who will perform the work, and a brief resume of each team member (including a list of similar-type projects in which they have been directly involved) is required. Identify the Project Manager (PM) proposed for this project. Sub-consultants, if any, shall be identified with the same requirements as the main consultant.
- A list of similar projects that your firm has completed within the last five years. Information should include: project description, agency or client name, along with the person to contact and the telephone number(s), year completed, and project cost.
- A proposed schedule indicating stages of work, time frames, and ability to perform the required services in a timely manner.
- Fee proposal in a separately-sealed envelope.

It is the sole responsibility of the Consultant to assure that they have received the entire Request for Proposal (RFP). Any changes will be issued as an addendum and posted to the Town of Stratford website at [www.townofstratford.ca](http://www.townofstratford.ca).

No verbal or written information which is obtained other than through this RFP or its addenda shall be binding on the Town of Stratford.

## **2.2 Right of Rejection of Lowest Fee Estimate**

The Town of Stratford is under no obligation to award this project to the Consultant having the lowest fee estimate, or to any Consultant. The Town of Stratford has the right to award in whole or in part and to waive minor immaterial defects in proposal submissions. Evaluation criteria included in this document shall be used in evaluating proposals. The Consultant acknowledges that it shall have no claim against, or entitlement to damages from the Town of Stratford by reason of the Town's rejection of its proposal or of all proposals.

## **2.3 Request for Additional Information**

Prior to the final selection, Consultants may be required to submit additional information which the Review Committee may deem necessary to further evaluate the Consultant's qualifications.

## **2.4 Denial of Reimbursement**

The Town of Stratford will not reimburse Consultants for any costs associated with the preparation and submittal of any proposal, or for any travel and/or per diem costs that are incurred.

## **2.5 Right of Withdrawal**

A proposal may be withdrawn at any time up to the official closing time by submitting a letter bearing the signature of the authorized representative who has signed the proposal.

## **2.6 Right of Negotiation**

The Town of Stratford reserves the right to negotiate with the selected Consultant the exact terms and conditions of the contract.

## **2.7 Insurance Requirements**

The Consultant shall secure and maintain a minimum of \$3,000,000 Commercial General Liability Insurance and add as an additional insured the Town of Stratford. The Consultant shall provide to the Town of Stratford 30 days' notice of any material change or policy cancellation. The Consultant shall also provide Proof of Professional Liability Insurance in the amount of \$3,000,000. The Consultant shall provide the Town of Stratford with a Certificate of Insurance complying with this RFP upon the Consultant's acceptance of the contract.

## 2.8 Rights to Submitted Material

All proposals, responses, inquiries, or correspondence relating to, or in reference to, this RFP, and all reports, charts, and other documentation submitted by Consultants shall become the property of the Town of Stratford upon final payment to the Consultant.

## 2.9 Basis of Award

A Review Committee will be formed to evaluate the proposals according to the matrix noted below. Following individual evaluations by each member, the committee as a whole will review and discuss the results prior to a final decision being made.

	<b>Evaluation Criteria</b>	<b>Maximum Points</b>
1.	Experience of Firm <ul style="list-style-type: none"> <li>• Local knowledge and experience in environmental design using proven sustainability objectives</li> <li>• Proven experience and success in similar projects</li> <li>• Proven client satisfaction with references provided</li> </ul>	25
2.	Team Experience <ul style="list-style-type: none"> <li>• Qualified local staff with professional affiliation/membership</li> <li>• Key professional staff assigned to this project have relevant experience on similar projects</li> </ul>	20
3.	Methodology <ul style="list-style-type: none"> <li>• Understanding of the project and project approach</li> <li>• Perceived issues and mitigation methods</li> <li>• Economic and environmental design considerations</li> <li>• Recommendations to ensure project completion in 2021</li> </ul>	20
4.	Project Schedule <ul style="list-style-type: none"> <li>• Resources dedicated to the project</li> <li>• Ability to meet Town's schedule</li> </ul>	15
5.	Fees	20
Total Score		100

The Town of Stratford reserves the right to conduct interviews with any or all Consultants as it deems necessary.

The points for the fees will be calculated based on the lowest bid receiving the maximum of 20 points. All other bids will be prorated, e.g. low bid of \$15,000.00 will receive 20 points while a bid of \$17,500.00 will receive  $15,000/17,500 \times 20 = 17.14$  points.

The successful proponent will be the submission with the highest score out of the possible 100 points, i.e. technical + financial.

## **2.10 Termination of Contract**

The Town of Stratford may cancel the contract at any time for breach of contractual obligations by providing the successful Consultant with a written notice of such cancellation. Should the Town of Stratford exercise its right to cancel the contract for such reasons, the cancellation shall become effective on the date as specified in the notice of cancellation.

The Consultant may cancel the contract at any time for breach of contractual obligations by providing the Town of Stratford with a written notice of such cancellation and proper supporting documentation.

## **2.11 Assignment**

The successful Consultant shall not sell, assign, transfer or convey any contract resulting from this RFP, in whole or in part, without the prior written consent of the Town of Stratford.

## **2.12 Conflict of Interest**

The Consultant covenants that they presently have no interest and shall not acquire any interest, directly or indirectly, which would conflict in any manner or degree with the performance of the services hereunder. The Consultant further covenants that no person having any such known interest shall be employed or conveyed an interest, directly or indirectly, in the contract.

## **2.13 Contract**

The contract between the Town of Stratford and the Consultant shall consist of the Request for Proposal (RFP) and any amendments thereto, the proposal submitted by the Consultant to the Town of Stratford in response to the RFP and in the event of a conflict in language between the documents referenced above, the provisions and requirements set forth and/or referenced in the RFP shall govern. However, the Town of Stratford reserves the right to clarify any contractual relationship in writing with the concurrence of the Consultant, and such written clarification shall govern in case of conflict with the applicable requirements stated in the RFP or the Consultants proposal. In all other matters not affected by the written clarification, if any, the RFP shall govern.

## **SECTION III SCOPE OF SERVICES**

### **3.0 Project Analysis and Review**

Analyze the project, perform field review and investigations, evaluate existing conditions, review existing plans and records and meet with Town staff to define the detailed project scope and objectives. The consultant shall take notes during the meeting(s) and prepare meeting minutes that shall be submitted to the Town for approval within one week after the meeting.

Identify any project constraints or concerns and provide mitigation measures to be addressed in the design and/or construction.

The selected consultant will be required to conduct all necessary geotechnical investigations to design the project.

### **3.1 Utility Investigation/Coordination:**

The consultant shall notify all utility companies, obtain plans of all existing utility infrastructure, and identify and precisely locate all utilities (both underground and overhead) within the project limits. The consultant shall be responsible to resolve any conflicts with utility infrastructure.

The consultant shall obtain approval in writing from utility companies for any necessary utility work and clearance. The consultant shall submit all utility correspondences to the Town.

### **3.2 Design and Construction Services**

The Consultant is required to ensure the design meets all applicable standards, acts, regulations and codes. The Consultant will be required to coordinate with all utility owners and must include relocation of utilities in the design, if required. The Consultant is required to obtain all information required to complete the design and construction documents. The Town will share the Waterfront Park master plan document with the consultant.

The Consultant will act as an independent agent and provide design services, preparation of permitting documents where required, preparation of tender documents, preparation of construction plans and specifications, on-site inspection during the construction phase of the project to ensure the contractor completes the work in accordance with the plans and specifications, and warranty period review. Survey data acquisition will be the sole responsibility of the consultant to ensure the necessary design information is collected.

The consultant will provide the necessary design and supervision services for a complete project including, but not limited to, the following:

- prepare detailed design and tender specifications for the project;
- obtain all necessary approvals and permits for the work including, but not limited to, approvals and permits required from the Prince Edward Island Departments of Transportation, Infrastructure and Energy and Environment, Energy and Climate Action;
- assist the Town of Stratford in identifying and obtaining easements that may be required;
- coordinate with the Trans Canada Trail for the closure and/or rerouting of their trail;
- coordinate with the Town on selection of light fixtures and site furnishings to be incorporated in the package;
- provide construction cost estimate with the tender documents;
- tender administration including, but not limited to, preparation of paper sets of tender documents for the Town, advertising the tender in local newspaper, Provincial procurement website and Construction Association website, fielding contractor inquiries, preparation of addenda during tender call if required, review of tenders and tender award recommendation;
- contract administration and inspection during construction including, but not limited to, preparation of contract documents within 10 days of award, review of shop drawings, site supervision as required to ensure specifications are met (drop-in/part-time), scheduling and administering job meetings, preparing minutes of meetings, issuing of instructions, preparation of change orders, certification of payments, substantial performance inspection and certification of substantial performance;
- warranty period services will include follow-up with the contractor on any deficiencies that may arise throughout the warranty period. The Consultant will be responsible to monitor the project throughout the warranty period to ensure prompt attention to any deficient items that may arise and attend a warranty inspection 11 months after substantial completion of the work; and
- the site inspector for the project shall be a qualified engineer, engineer-in-training or Certified Engineering Technician with a minimum of two (2) years' experience in similar projects or an individual with equivalent experience and technical abilities in similar projects.

### 3.3 Schedule of Events

The design package must be tendered in time to allow for construction completion by **December 31, 2021**. The anticipated schedule of events are as follows:

- |                               |                    |
|-------------------------------|--------------------|
| 1. RFP issued                 | August 20, 2021    |
| 2. Proposals received by Town | September 3, 2021  |
| 3. Award of contract          | September 10, 2021 |
| 4. Tender package issued      | October 4, 2021    |

**SECTION IV****PROPOSAL FORM**

I have read and understand the requirements of this request for proposal (RFP) and agree to provide the required services in accordance with this proposal and all attachments, exhibits, etc. The proposed fee shall include all labor, material and equipment to provide the services as outlined including communications devices, computer hardware and software, any travel or per diem expenses and any other miscellaneous expense involved. The fixed lump sum fee for providing the required service as described herein is:

Design	\$ _____
Geotechnical Investigation	\$ _____
Tender and Award	\$ _____
Contract Administration during Construction (including warranty period)	\$ _____
HST (15%)	\$ _____
<b>TOTAL</b>	<b>\$ _____</b>

In addition to the above, please provide an hourly rate for on-site inspection services during construction. This will be as required to ensure specifications are met. For the purpose of bidding only, assume 4 hours per day for 40 days. The final construction schedule will be determined after the tender and award of the project.

Fixed Hourly Rate for on-site inspection  
during construction, includes all expenses \$ \_\_\_\_\_

SUBMITTED BY:

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

BY: \_\_\_\_\_  
SIGNATURE

NAME (PRINT): \_\_\_\_\_

ADDRESS: \_\_\_\_\_ POSTAL CODE: \_\_\_\_\_

TELEPHONE: (\_\_\_\_) \_\_\_\_\_

FINAL WATERFRONT PARK CONCEPT





RIVERFRONT BOARDWALK WITH NATURAL SHORELINE, SMALL AMPHITHEATER AND FLOATING DOCKS



STATUE OF MI'KMAQ RUNNER MICHAEL THOMAS AND DIVERSITY FOUNTAIN FRAMED BY WOODEN DECK