

EXPRESSION OF INTEREST #2022-09-29

PROPOSAL:

Rail to Trail Ballast Removal

DATE:

September 29, 2022

INITIATOR:

Dave Brett, P.Eng., Director of Infrastructure Services

DATE PROPOSAL REQUIRED

YEAR: 2022 MONTH: October DAY: 11 TIME: 2:00 PM Local Time

Submit Proposal via email to the attention of:

Procurement Department
Town of Drumheller
224 Centre Street
Drumheller, Alberta T0J0Y4

Email submission: purchasing@drumheller.ca

No Site Tour will be conducted by the Town. **Bidders are allowed to enter onto the properties during regular working hours.**

“EOI - Rail to Trail Ballast Removal and Replacement EOI# 2022-09-29”

This Request for Proposal document is comprised of:

- RFP General Instructions
- Schedule A – Ballast Removal and Replacement Submission Form
- Schedule B – Segment Locations

You are invited to submit a Proposal, pursuant to the general conditions for the scope of work as described. This Proposal shall not be considered authorization to proceed with work herein described. All Procurement processes must comply with Town of Drumheller Purchasing Policy C-09-20.

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1. INVITATION

Project Overview

The Town of Drumheller is converting the old railway right of way (ROW) to an active transportation trail system. The existing rail ROW still contains rail ballast left over from when the ROW was an active rail line. For the Town to proceed with trail construction, this rail ballast needs to be removed and replaced with Town supplied 4-20 material. The 4-20 material will also be required to be compacted as it is placed in lifts of 150 mm. Two options exist for removal of the ballast; Contractors can submit pricing under Option 1 and/or Option 2. Contractors will assume all responsibility for safety as they will be the Prime Contractor for the site(s).

Option #1

The ballast material will be retained by the Town, and will need to be loaded and transported to a Town approved storage location near the Drumheller Regional Landfill. The Town supplied 4-20 material is currently stored at the Drumheller Regional Landfill, and the Contractor will be responsible to provide equipment and labour to load, transport, place, and compact the 4-20 material to 98% of Maximum Dry Density.

Option #2

The ballast material will be retained by the Contractor and the value of the ballast is subtracted from the ballast removal and replacement. Hauling of the ballast material will not be included under this option, as the Contractor is responsible for hauling and placement at a storage location for their control.

For both options, the ballast removal and replacement will be broken into four segments. Interested parties can elect to submit interest in one, two, three or all four of the segments, but this will be evaluated by the Town. Segments are identified in the attached Schedule B – Segment Locations. Interested parties must state which segments they are interested in working on. Ballast depths are estimated to be from 200mm to 600mm, and the trail varies in width from an estimated 3m to 4m wide. Segment 1 is approximate 810m in length, Segment 2 is approximately 1,225m in length, Segment 3 is approximately 835m in length and Segment 4 is approximately 1,430m in length. Pricing for each segment is requested by the Town for any segments which are of interest to parties.

The Contractor will be required to repair the adjacent landscaping should any damage occur; if damage does occur, an appropriate amount of money will be withheld from invoicing until repairs have been completed satisfactorily to the Town.

The Contractor will be required to keep all access points clean during the duration of the project and will be required to clean streets along the haul route within 24 hours, at the Town's request.

The Contractor will be required to submit a Traffic Accommodation Plan which will indicate the haul routes, any detours required, and any flagging or safety measures required for the hauling of materials and equipment.

The Contractor must also acknowledge that, should they damage any existing culvert(s) within the existing ROW, that they will be responsible for the replacement at their cost.

The Town is requesting interested parties who would like to undertake this work to submit an Expression of Interest to the Town by October 11 at 2:00 pm local time.

2. MANDATORY REQUIREMENTS

Submissions must comply with the following requirements in order to be considered by the Town. It will be at the Town's sole discretion to determine if a Submission shall be disqualified due to insufficient or incomplete information.

Rejection of Submissions

The Town shall not be obligated to accept Submissions that are unsigned, incomplete, conditional, illegal, or contain irregularities of any kind, or if the Contractor fails to meet all of the requirements stated in this Request. The Town also reserves the right to disqualify any Contractor's submission whose credentials or performance have been unsatisfactory in the past.

Town's Discretion

Funding contribution agreements require, insofar as practicable, that public solicitation be made for contracts carried out under this funding arrangement. The Town reserves the right to accept any Proposal, and not necessarily the lowest cost Proposal.

Submissions

Proposals are to be submitted on the Submission Form provided in Schedule A. Submission forms will be retained by the Town and will not be returned. In case of an incomplete or conditional Submission, the Contractor will list the exceptions for a non-conforming proposal bid on a separate document, and include in the Submissions.

Submissions are to be emailed in PDF format (maximum size 10MB, no zip files will be accepted) to purchasing@drumheller.ca no later than the identified closing time. Late submissions will not be accepted. **A separate email is required** for each submission. The Town assumes no responsibility for emails that are not received prior to closing time.

Clarifications/Addenda

Contractors shall carefully examine the Expression of Interest Documents and report any errors, omissions, discrepancies, or clauses requiring clarification. When deemed necessary, the Town shall respond to questions and clarifications by way of Addenda to report any changes to the Expression of Interest Documents. Any addenda issued prior to the closing date will form part of the Expression of Interest Documents.

Question or Inquiries

Questions may be submitted via email and directed to the contact person listed below:

Dave Brett, P.Eng., Director of Infrastructure
Town of Drumheller
Email: purchasing@drumheller.ca
Phone: (403) 823-1308

Cancellation

The Town reserves the right to cancel this Expression of Interest for any reason, without any liability to any Contractor or to waive irregularities and informalities at their own discretion. No payment will be made by the Town for costs incurred in the preparation or submission of this document.

Insurance

The Contractor acknowledges that they will be the Prime Contractor and acknowledges that, as Prime Contractor, they are responsible for all aspects of safety on the site(s).

The successful Contractor must name the Town of Drumheller as additional insured and be able to provide proof of the following insurance:

- General Liability Insurance in an amount not less than Two Million Dollars (\$2,000,000) per occurrence for personal injury and/or property damage.
- Automobile Liability Coverage in an amount not less than Two Million Dollars (\$2,000,000) per accident for bodily injury and/or property damage.

Conflict of Interest

The Contractor shall have no pecuniary interest in the business of any third party that would cause, or seem to cause, a conflict of interest in carrying out any Services for the Town. Should such an interest be acquired during the Proposal process, the Consultant shall immediately declare it to the Town. The Town will, immediately upon notification, take action as it deems appropriate. This may include rejection of the submitted Proposal.

Proposal Confidentiality

All documents submitted to the Town will be subject to the protection and disclosure of the Alberta Freedom of Information and Protection of Privacy Act (FOIP ACT).

3. SCOPE OF SERVICES

By submitting an Expression of Interest, the Contractor agrees to:

- Coordination, removal of railway ballast, loading and transportation of ballast, and placement and compaction of 4-20 material.

- It is the sole responsibility of the Contractor to determine any conditions affecting their Submission prior to contract award. Any costs incurred by the Contractor before or after execution of the contract are the sole responsibility of the Purchaser.
- The Successful Contractor will be required to enter into a Contract for the Work. As a condition of the Contract, the Contractor will be required to provide the Town payment in the amount specified on the Submission Form. Upon contract execution, the Purchaser will become the Prime Contractor for the site.

4. EVALUATION CRITERIA AND WEIGHTING

Proposals meeting the mandatory requirements will be evaluated.

Evaluation of Proposals

Each Proposal received will be evaluated on the basis listed below. The Town of Drumheller will have the sole and unfettered discretion to award up to the maximum number of points for each criterion listed below. Proposals will be evaluated based on best value to the Town of Drumheller and its residents.

By submitting a Proposal, each Contractor acknowledges and agrees to waive any right to contest through legal proceedings. The decision to award points in respect to the criteria noted below will be at the sole discretion of the Town of Drumheller.

CRITERIA	NOTES	MAXIMUM SCORE
ENTITY TYPE	Town of Drumheller Resident or Company	10
	Neighbouring Community Resident	5
	Other	0
BID PRICE		40
SEGMENTS	All Four Segments	10
	Three Segments	8
	Two Segments	5
	One Segment	1
REMOVAL SCHEDULE	Removal Timeframe Before November 15, 2022	10
	Removal Before January 1, 2023	5
	Removal after January 1, 2023	0

Bid Price score = (Bid Price)/Highest Bid Price x 40

Removal Scheduled: Completion before November 15, 2022 = 10, before January 1, 2023 = 5, After January 1, 2023 = 0

SCHEDULE A – PROPOSAL SUBMISSION FORM

Schedule A - Submission Form

CORPORATE/PERSONAL INFORMATION

Name of Applicant

Submission Date

Company

Business Type

- Individual
- Private
- Public

Company Address

Phone

Email

BID FORM

Segment 1 Work (Interested)

Price for Segment 1 : _____

Segment 2 Work (Interested)

Price for Segment 2 : _____

Segment 3 Work (Interested)

Price for Segment 3 : _____

Segment 4 Work (Interested)

Price for Segment 4 : _____

Completion Date: _____

Offer Value (\$ CAD) _____

Applicant Name: _____

Print

Date

Signature

SCHEDULE B – SEGMENT LOCATIONS

SEGMENT 1



SEGMENT 2



SEGMENT 3



SEGMENT 4

