



Port of Johnstown

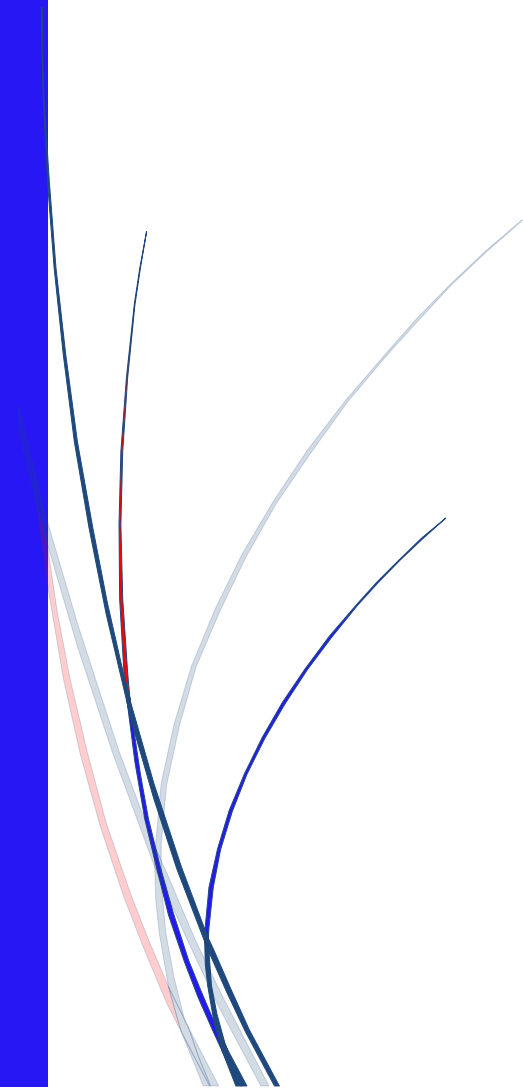
A Division of Edwardsburgh/Cardinal Township

Request for Proposal

PORT OF JOHNSTOWN

Port Dock Repairs - Design and Engineering
Specifications

Project #: 435-001



**PORT OF JOHNSTOWN
PORT DOCK REPAIRS
DESIGN AND ENGINEERING SPECIFICATIONS
REQUEST FOR PROPOSAL**

**Issued by: Port of Johnstown
3035 County Road 2
Johnstown, ON K0E 1T1**

RFP INFORMATION

Contact:	Project Manager: Robert Dalley, Sr. Advisor
Email Addresses:	rdalley@portofjohnstown.com
Phone:	613-246-5620
Submittal Date	DECEMBER 8, 2025 12:00 PM
Questions Due Date	NOVEMBER 19, 2025 4:00PM

Table of Contents

Purpose.....	3
Background	3
Scope of Services	5
Qualifications	6
PROPOSAL ELEMENTS & EVALUATION CRITERIA	6
EVALUATION PHASE	6
ATTACHMENT A	9
ATTACHMENT A – INSTRUCTIONS FOR PROPOSING	10
PROCUREMENT PROCESS	10
SELECTED PROPONENT STANDARD TERMS AND CONDITIONS OF CONTRACT	17

Purpose

The Port of Johnstown (POJ) is seeking proposals for preparation of all documents for the public tendering of the remediation, retrofit and/or rebuild of the south and west Port Dock walls. This will be a 2026 project in preparation for the reconstruction of the dock walls which is expected to take place in 2027/2028.

Background

The Port of Johnstown (POJ) is both a marine and grain terminal located along the St. Lawrence River that has been operating since 1930 serving producers in Eastern Ontario and Western Quebec.

In October 2000 the Township of Edwardsburgh Cardinal purchased the POJ from Ports Canada. The "Port Management Committee" which acts as a board of directors, is made up of all five elected officials from the Township and four public appointees.

Over the years, the Port has transitioned through many changes that has ultimately resulted in substantial growth, to now become one of Eastern Ontario's Premier Ports for truck, vessel, and rail shipping and receiving of grains, salt, aggregate, and a variety of project cargo.

Engineering studies that were conducted by Ports Canada indicated that all of the marine docks required substantial remediation in order for the Port to remain viable as a marine terminal.

Between 2011 and 2016, both the Riverfront Dock (Phase VII) and the Harbourfront dock (Phase III) were built/repared.

The Port of Johnstown marine terminal consists of 4 main docks:

1. Riverfront dock: Main dock used for heavy bulk and project cargo.
2. Harbourfront dock: Secondary dock for light cargo.
3. Elevator dock (shipping and receiving) – for import and export of grain
4. Port Docks (A and B) - limited use due to deteriorating condition



Port Docks (A and B)

The Ports South Slip, and its various dock walls can be seen in Figure 1. The South Slip South Wall (Port Dock A) is 188 meters in length and the South Slip West Wall (Port Dock B) is 62 meters long. It is these 2 dock walls that require repair.

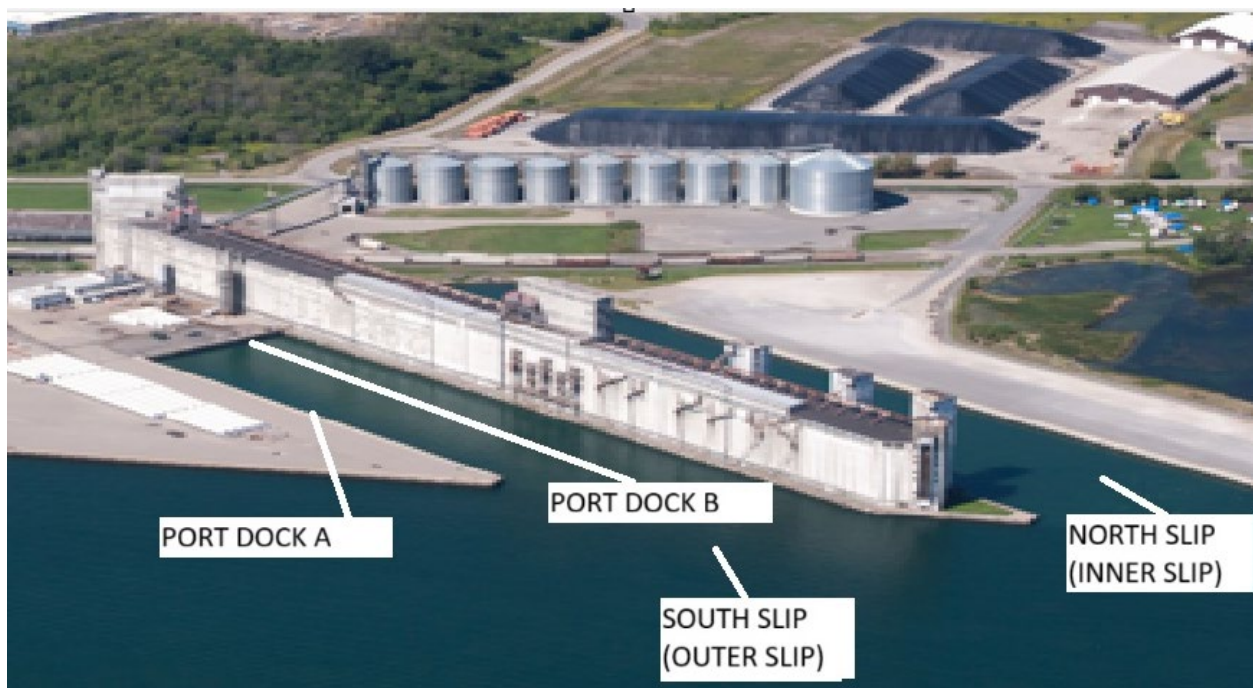


Figure 1

The original Port Docks (A and B) walls are a combination of Wakefield timber piles and round timber piles with a concrete cope wall at the top. Relieving Platforms were added to all walls in 1935. This by and large, except for minor repairs, is the current revetment system of these walls.

Port Docks A and B are in poor condition. Their revetment walls were built in 1929 - 1930 with a relieving platform constructed for both docks in 1936. Since 1978, no significant repairs to these two docks have occurred.

The Port has available an extensive set of construction documents including geotechnical, underwater investigations and reports for the South Slip.

Scope of Services

The Port of Johnstown (POJ) is seeking proposals from consultants with expertise in major marine dock remediation and construction projects for the preparation of all documents and drawings as may be required to publicly tender the work listed below.

1. Repair of Port Docks A and B located in the South Slip.
 2. Port Dock A wall to tie into Riverfront Dock at the East end (Phase 3).
 3. Port Dock A to include a new crane pad 25 meters x 50 meters at center of dock.
 4. Port Dock B wall to tie into the Elevator dock at the Southwest corner.
 5. On-going coordination with the POJ Project Manager and other key staff, including regular scheduled remote meetings, as deemed necessary.
 6. Include in your proposal a class D estimate for the above work.
 7. Timeline: 8 months from the execution of the contract.
- It is the intent of the POJ to enter into a MEA/ACEC-Ontario 2024 (Ver 4.0).
 - It is the intent of the POJ to publicly tender and enter into a CCDC 4 Unit Price Contract with a Contractor following the completion of the design, engineering specifications and all other required tender documents. The full costs to get to the award of the Unit Price contract shall be included in your proposal.
 - Do not include in your proposal any costs associated with project management or contract administration of the CCDC 4-unit price contract.

Qualifications

The successful applicant should have extensive marine dock construction and remediation expertise and experience.

PROPOSAL ELEMENTS & EVALUATION CRITERIA

Proposals should present information in a straightforward and concise manner, while ensuring complete and detailed descriptions of the Proponent (to include the prime, key team members and major sub-consultants) and the team's ability to meet the requirements and provide the requested services of this RFP. The written proposals should be prepared in the same sequential order of proposal criteria as outlined below.

Proposals are limited to 15 numbered pages (8 ½ by 11 inch) **excluding** the cover letter, compensation information and all appendices. Font size shall be 10 point or larger. Proposals that do not follow this format may be rejected.

The cover letter shall include the RFP Title, Name, Title, Email Address, Phone Number and current Address of the submitting firm's main contact and include the following information:

The cover letter shall include the RFP Title, Name, Title, Email Address, Phone Number and current Address of the submitting firm's main contact and include the following information:

- Any real or perceived conflicts of interest for team members, inclusive of the prime, sub-consultants and key team members.

Proposals are to address, and will be evaluated upon, the following criteria:

EVALUATION PHASE

1. Qualifications & Experience 30 PTS

- a. Identify the proposed team (to include working titles, degrees, certificates, and licenses), demonstrate the team's experience in performing the requested services, and describe how the team meets or exceeds the required qualifications.
 - Resumes of the key individuals may be included as an appendix and are not included in the total page count. Resumes are to be limited to one single-sided, letter-size page. Resumes exceeding this limit will not be reviewed.

- Provide an organizational chart demonstrating the relationships and hierarchy of the team described above and availability to support the POJ project. Identify individuals by name, position, discipline and firm. Identify key back up personnel.
- b. The Port will evaluate the experience, technical competence, and qualifications of the Key Personnel identified in their project-specific roles and responsibilities, and the overall organization of the project team. Emphasis will be placed on experience and expertise in performing work of similar scope and complexity.
- c. Capacity to perform the work (including any specialized services) within the time constraints identified, considering the firm's current and planned workload.
- d. Include a list of three (3) recent contracts/projects in the last five (5) years, including a point of contact, contact information (phone and email), and brief description, for services relevant to the items listed in the Scope of Services as performed by the key personnel. Only projects completed by key members of the project team will be considered.

2. Project Approach Narrative 20 PTS

Proposals should clearly outline the team's recommended approach and methodology for:

- a. Accomplishing the Scope of Services: Clearly describe the approaches and methods that will be used to accomplish the tasks required in the scope of services. Include a summary of innovative ideas and suggestions for enhancing the scope of services.
 - Project Management: Describe how the team will manage and coordinate the necessary disciplines required to accomplish the services requested.
- b. Value Add: Proposal demonstrates that thought and consideration have gone into answering the goals of the project, highlighting any additional items or approaches. Innovative procedures, engagement methods and/or documentation output presented in the Proposal. The POJ recognizes that "best value" is the essential component of this project and therefore will give careful consideration to technical and cost factors in its selection criteria.

3. Work Management Approach 20 PTS

- a) Describe the consultant's proposed project management approach. Include a draft project timeline defining key project milestones, phases, tasks, resources (both consultant and POJ) and anticipated individual task duration.
- b) Define the assumptions made regarding accomplishing the Scope of Services.

- c) Define the factors the consultant believes are risks to the successful completion of this project and proposed mitigation strategies.
- d) Provide a plan for communications and coordination between the consultant team and the POJ. Include a summary of innovative ideas and suggestions for enhancing the scope of services with the schedule.

4. Compensation30 PTS

Present detailed information on the firm's proposed fee structure for all resources for the services proposed.

Compensation information MUST be provided separately from the proposal, in an individual PDF document.

All rates quoted shall be:

- a) Fixed, fully burdened, including, but not limited to, per diem, administrative overhead, travel, lodging, and transportation (all direct/indirect expenses included);
- b) Quoted in Canadian Dollars;
- c) Full cost inclusive of sales tax and other charges; and
- d) Valid throughout the contract period unless otherwise amended and agreed to by both parties in writing.

LIST OF ATTACHMENTS

ATTACHMENT A – INSTRUCTIONS FOR PROPOSING (ATTACHED TO RFP)

ATTACHMENT A – INSTRUCTIONS FOR PROPOSING

PROCUREMENT PROCESS

RFP TIMELINE:

This is the procurement schedule for this RFP. The dates shown below are estimated, are provided for information only, and are subject to change at the sole discretion of the POJ.

Issuance of RFP	October 27, 2025
Mandatory Site Meeting at the Port of Johnstown	November 05, 2025 @11am
*Last Day to Submit Questions	November 19, 2025 @ 12:00 PM
Final Addendum	November 21, 2025 @ 4pm
*Proposal packets due	December 8, 2025 @ 12:00 PM
*Final Selection to be presented to Port Management Committee and/or Council of Edwardsburgh Cardinal	December 15, 2025
*Execute Contract	January, 2026

*Dates are tentative and may be subject to change.

All status updates on the above RFP timeline will be announced on the POJ's website.

PROPONENT OBLIGATION

The Port of Johnstown's (POJ) Request for Proposals can be accessed on the POJ's website, <http://www.portofjohnstown.com>. To subscribe to the Holder's List, please email the POJ Project Manager at rdalley@portofjohnstown.com. By subscribing to the Holder's List, firms will automatically be notified when new documents or changes relating to this procurement occur.

***Only those who have emailed to be part of the Holder's List will receive notifications throughout the procurement process, up until a firm is selected.**

COMMUNICATION / INQUIRES

All questions pertaining to the actual design and engineering specifications of this project must be sent via e-mail to the Engineer on record Steve Houseman P Eng. shouseman@rogers.com

and cc'd to the Project Manager Robert Dalley rdalley@portofjohnstown.com

Proposers who, relative to this scope of services, contact any POJ staff or Management Committee members, other than the POJ Project Manager listed on the RFP may be disqualified from consideration.

Proposers who may have questions about provisions of these documents are to submit their questions by the date listed on the RFP. The POJ will respond to all written questions submitted by this deadline, and responses will be posted on the corresponding procurements website.

ADDENDA

The POJ may make changes to this RFP. Oral or other interpretations, clarifications or submittal instructions will be without legal effect. Any information modifying the RFP will be furnished in a formal, written addendum. If at any time, the POJ changes, revises, deletes, increases, or otherwise modifies the RFP, the POJ will issue a written Addendum to the RFP. Addenda will be posted to the POJ's web site and conveyed to those potential submitters who have requested to be placed on the Holder's List.

SUBMITTAL PROCESS

Proposals must be received in a sealed envelop with the following clearly marked on the outside.

Port Dock Repairs: Design and Engineering Specifications
Project # 435-001

And delivered to: Robert Dalley
Port of Johnstown
3035 County Road 2
Johnstown, Ont.
K0E 1T1

All proposals must be received on or before the date and time outlined on the front page of this proposal. Courier packages will be accepted

It is the Consultant's responsibility to verify the receipt of the submittal.

Procurement Submission Instructions:

Please submit proposal as outlined in the Evaluation Stage.

***Late proposals will not be accepted by the POJ. Proposals received after the stated date and time will not be reviewed and shall be deemed non-responsive.**

Included below is **SCHEDULE C** which outlines the Township's policy on Bid Irregularities.

All proposals submitted shall be valid and binding on the submitting firm for a period of ninety (90) days following the submittal deadline and for any extension of time granted by the submitting firm.

Bid Bond / Bid Security

PROPOSAL SECURITY AND CONTRACT SECURITY

1. Tenders must be accompanied by the following tender security:

- (1) A bid bond, in a form acceptable to the Owner and from a company whose bonds are acceptable to the Owner, in an amount of no less than 10% of the Tender amount,

Or

- (2) A security deposit, in the form of a certified cheque payable to the Owner, in an amount of \$10,000.00.
- (3) The security deposit as indicated above will be forfeited if the Tenderer refuses or declines to enter into a Contract when called upon to do so.
- (4) If the security furnished is not in an approved form, as described above, the Tender is subject to disqualification.

SCHEDULE "C"

BID IRREGULARITIES

BID IRREGULARITY

A bid irregularity is a deviation between the requirements (terms, conditions, specifications, special instructions) of a bid request and the information provided in a bid response.

For the purposes of this policy, bid irregularities are further classified as "major irregularities" or "minor irregularities".

A **"major irregularity"** is a deviation from the bid request that affects the price, quality, quantity or delivery, and is material to the award. If the deviation is permitted, the bidder could gain an unfair advantage over competitors. The Clerk or designate must reject any bid, which contains a major irregularity.

A **"minor irregularity"** is a deviation from the bid request, which affects form, rather than substance. The effect on the price, quality, quantity or delivery is not material to the award. If the deviation is permitted or corrected, the bidder would not gain an unfair advantage over competitors. The Clerk may permit the bidder to correct a minor irregularity.

MATHEMATICAL ERRORS – RECTIFIED BY STAFF

The Clerk will correct errors in mathematical extensions and/or taxes, and the unit prices will govern. The responsibility for correcting mathematical errors may be delegated to the requisitioning department.

ACTION TAKEN:

The Clerk and the Department Head will be responsible for all action taken in dealing with bid irregularities, and acts in accordance with the nature of the irregularity:

- major irregularity (automatic rejection)
- minor irregularity (bidder may rectify)
- mathematical error (additions or extensions) as above

In the event that the vendor withdraws his/her bid due to the identification of a major irregularity, the municipality may disqualify such vendor from participating in a municipal quotations/tender/request for proposal for a period of up to one year.

SCHEDULE "C", continued

BID IRREGULARITIES

ITEM	DESCRIPTION	MAJOR	MINOR	ACTION
1.	Late bids, by any amount of time	X		Automatic rejection
2.	Bids completed in pencil	X		Automatic rejection
3.	Bid surety not submitted with the bid when the bid request or any addenda indicated that such surety is required	X		Automatic rejection
4.	Execution of agreement to bond: a. Bond company corporate seal or equivalent proof of authority to bind company or signature missing b. Surety company not licensed to do business in Ontario	X		Automatic rejection
5.	Execution of bid bond: a. corporate seal or equivalent proof of authority to bind company or signature of the bidder or both missing b. corporate seal or equivalent proof of authority to bind company or signature of bonding company missing	X		Automatic rejection
6.	Other bid security: Cheque which has not been certified	X		Automatic rejection
7.	Bidders not attending mandatory site meeting	X		Automatic rejection
8.	Unsealed bid envelopes	X		Automatic rejection
9.	Proper response envelope or label not used		X	Acceptable if officially received on time
10.	Pricing or signature pages missing	X		Automatic rejection
11.	Insufficient financial security (i.e.: no deposit or bid bond or insufficient deposit)	X, or	X	Where security is required and amount is not specified in request, automatic rejection unless insufficiency is trivial or insignificant Where security is required and amount of security is specified in request, automatic rejection
12.	Bid received on documents other than those provided in request	X		Not acceptable unless specified otherwise in the request
13.	Execution of Bid Documents - proof of authority to bind is missing	X		Automatic rejection

ITEM	DESCRIPTION	MAJOR	MINOR	ACTION
14.	Part bids (all items not bid)	X, or	X	Acceptable unless completed bid has been specified in the request
15.	Bids containing minor clerical errors		X	2 working days to correct initial errors. Municipality reserves the right to waive initialling and accept bid.
16.	Uninitialled changes to the request documents which are minor (i.e.: the bidder's address is amended by overwriting but not initialled)		X	2 working days to correct initial errors. Municipality reserves the right to waive initialling and accept bid.
17.	Alternate items bid in whole or in part		X	Available for further consideration unless specified otherwise in request
18.	Unit prices in the schedule of prices have been changed but not initialled		X	2 working days to correct initial errors. Municipality reserves the right to waive initialling and accept bid.
19.	Other mathematical errors which are not consistent with the unit prices		X	2 working days to correct initial corrections. Unit prices will govern.
20.	Pages requiring completion of information by vendor are missing.	X		Automatic rejection.
21.	Bid documents which suggest that the bidder has made a major mistake in calculations or bid	X, or	X	Consultation with a solicitor on a case-by-case basis.

EVALUATION AND AWARD PROCESS

An evaluation team, using the point method of award, will review each proposal and evaluate all responses received based upon the criteria listed herein. The POJ may request clarifications or additional information, if needed. After the evaluation team individually scores each proposal, the scores are tallied, and the firms are ranked based on the scores.

A selection may be made based on the proposals and initial evaluation criteria alone. Alternatively, the evaluation team may create a short list of the top ranked firms and invite the short-listed firms in for interview and/or check references. Scores for reference checks and interviews will be tallied and added to the short-listed firm's initial evaluation scores. Final selection will be based on the accumulative score.

The POJ intends to select the Proposer who represents the best value to the POJ.

The POJ reserves the right to accept or reject any or all information in its entirety or in part and to waive informalities and minor irregularities and to contract as the best interest of the POJ may require. The POJ reserves the right to reject any or all Proposals submitted as non-responsive or non-responsible.

PROCEDURE WHEN ONLY ONE PROPOSAL IS RECEIVED

In the event that a single responsive proposal is received, the Proposer shall provide any additional data required by the POJ to analyze the proposal. The POJ reserves the right to reject such proposals for any reason.

GENERAL INFORMATION

News releases pertaining to this RFP, the services, or the project to which it relates, shall not be made without prior approval by, and then only in coordination with, the POJ.

COSTS BORNE BY PROPOSERS

All costs incurred in the preparation of a Proposal and participation in this RFP and negotiation process shall be borne by the proposing firms.

NEGOTIATION OF CONTRACT AND AWARD

If the POJ selects a Preferred Proponent or Preferred Proponents, then it may:

- a. Enter into a Contract with the Preferred Proponent(s); or
- b. Enter into discussions with the Preferred Proponent(s) to attempt to finalize the terms of the Contract(s), including financial terms, and such discussions may include:

- i. Clarification of any outstanding issues arising from the Preferred Proponent's Proposal;
 - ii. Negotiation of amendments to proposed work plan and/or scope of the Proposal of the Preferred Proponent;
 - iii. Negotiation of amendments to the Preferred Proponent's price and/or scope of Services if:
 - The Preferred Proponent's financial Proposal exceeds the POJ's estimated budget, or;
 - The POJ reasonably concludes the Preferred Proponent's financial Proposal includes a price that is unbalanced, or;
 - A knowledgeable third party would judge that the Preferred Proponent's price materially exceeds a fair market price for services like the Services offered by the Preferred Proponent as described in the Preferred Proponent's Proposal; or
 - iv. If at any time the POJ reasonably forms the opinion that a mutually acceptable agreement is not likely to be reached within a reasonable time, give the Preferred Proponent(s) written notice to terminate discussions, in which event the POJ may then either open discussions with another Proponent or terminate this Proposal and retain or obtain the Services in some other manner.
- c. The POJ reserves the right to accept or reject any or all proposals. There shall be no obligation of POJ to proceed with work set out in a Proposal, if accepted, until an Agreement is executed by the POJ and the Successful Proponent.

SELECTED PROPONENT STANDARD TERMS AND CONDITIONS OF CONTRACT

Indemnification and Insurance

The successful Proponent shall indemnify, defend and save harmless the POJ from and against any liability, claims, damages, losses, expenses, actions and suits whatsoever, including injury or death of others or any employee of the Proponent caused by or arising out of performance act, or omission of any terms of the final contracts. This indemnification shall survive the termination or expiry of the contract.

The successful Proponent shall provide and maintain during the term of the contract, Commercial General Liability insurance which shall include coverage of Professional Liability/Errors and Omissions Insurance in a form acceptable to the POJ and subject to limits of not less than \$5,000,000 inclusive per occurrence for bodily injury, death and damage to property including loss of use thereof.

The successful Proponent shall provide and maintain during the term of the Contract liability insurance in respect to owned and leased licensed Motor Vehicles subject to a limit not less than \$2,000,000 inclusive per occurrence for bodily injury, death and damage to property including loss of use thereof.

Liability insurance coverage shall not be subject to a deductible.

It is understood and agreed that the coverage provided by the policy will not be changed or amended in any way nor cancelled until thirty (30) days after written notice of such change or cancellation shall have been given to all Additional Insured.

At the time of entering into the contract, the successful Proponent shall provide evidence in the form of a Certificate of Insurance of the insurance coverage to the POJ in respect to this Contract.

If the contract period extends beyond the term of the insurance policy, the successful Proponent shall provide to the POJ a renewed insurance certificate thirty (30) days prior to the policy's expiry date.

Confidentiality

Material provided to Proponent by the POJ must be kept confidential (unless already identified as public documents) including records and information relating to this work. All correspondence, documentation, and information provided by the POJ to the Proponent in connection with this RFP, or the acceptance of any proposal, remains the property of the POJ. All documents shall subject to the Municipal Freedom of Information and Protection

of Privacy Act (MFIPPA). Any documents and information provided to the Proponent by the POJ shall not be used for any purpose other than for replying to this RFP, and for fulfillment of any related commitments.

Conflict of Interest

In its Proposal, the Proponent shall disclose to the POJ any potential conflict of interest that might compromise the performance of the work. If such a conflict of interest does exist, the POJ may, at its discretion, refuse to consider the Proposal. If, during the Proposal evaluation process or the negotiation of the Agreement, the Proponent is retained by another client giving rise to a potential conflict of interest, then the Proponent will so inform the POJ. If the POJ requests, the Proponent will refuse the new assignment or take such steps as are necessary to remove the conflict of interest.

Errors and/or Omissions

It is understood and acknowledged that while the RFP includes specific requirements, a complete review and recommendation is required. Minor items not herein specified, but obviously required, shall be provided as if specified. The Proponent shall satisfy themselves fully as to the extent of the work required and shall provide all services required to complete the intent of the project. Any misinterpretation of requirements within this request for Proposal shall not relieve a proponent of the responsibility of providing the required services if a Proposal is accepted and provide a contract executed between the Proponent and the POJ.

Non-Collusion

A Proponent shall not discuss or communicate, directly or indirectly, with any other Proponent or their agent or representative about the preparation of the Proposals. Each Proponent shall attest that its participation in the RFP process is conducted without any collusion or fraud. If the POJ discovers there has been a breach of this requirement at any time, the POJ may not consider a proposal or execute an agreement with the successful Proponent, if any.

Assignment of Agreement

It is mutually agreed and understood that the Proponent shall not assign, transfer, convey, sublet or otherwise dispose of the contract, if one is awarded, or his right, title or interest therein, or his power to execute such contract, to any other person, firm, company or corporation without the previous written consent of the POJ.

Ownership of Proposals and Freedom of Information

All proposals submitted become the property of the POJ and as such are subject to disclosure under Ontario's *Municipal Freedom of Information and Protection of Privacy Act* (MFIPPA). By submitting a proposal, the Proponent agrees to public disclosure of its contents as required under this Act. The Proponent's name at a minimum shall be made public on request. Any information the Proponent considers "personal information" because of its proprietary nature should be marked as "confidential" and will be subject to appropriate consideration as defined within the Act.

Accessibility

The POJ is committed to the accessibility principles of preventing and removing barriers in accessing goods and services for people with disabilities and is bound by the Standards under the Accessibility for Ontarians with Disabilities Act, 2005 as may be amended from time to time.

Regulations enacted under the Act apply to every designated public-sector organization and other third parties that provide goods and services to the members of the public. The consultant/contractor, and all sub-contractors hired by the consultant/contractor in the completion of its work, will meet or exceed compliance with all applicable regulations under the Accessibility for Ontarians with Disabilities Act, 2005 as may be amended from time to time.

It is the consultant/contractor's responsibility to ensure they are fully aware of and meet all requirements under the Act. A Declaration of Accessibility Compliance will be required by the successful bidder.