



**The Corporation of the Township of North Kawartha  
Bid Document**

**Request for Proposal**

**Completion of a Roads Needs Study and Traffic Counts  
Provisional Items Included as Specified**

**Proposal #: RFP-03-21**

**Proposal Closing**

**Date: Wednesday, August 4, 2021**

**Time: 2:00:00 p.m. (14:00:00 hours) local time**

**Location: The Corporation of the Township of North  
Kawartha  
P.O. Box 550  
280 Burleigh St.  
Apsley, Ontario K0L 1A0**

**Attn: Alana Solman, CAO**

**Envelopes Should Be Clearly Marked "RFP-03-21"  
Late Bids Will Not Be Accepted.**

**The Corporation of the Township of North Kawartha reserves the right to accept or reject all or part of any bid and also reserves the right to accept other than the lowest bid and to cancel this call for bids at any time.**

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# Roads Needs Study Township of North Kawartha

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## Part "A" Information to Bidders

### 1. Purpose and Background

The Township of North Kawartha wishes to acquire the services of a qualified consultant to prepare a high level assessment of the road network and complete a comprehensive Roads Needs Study (RNS) that will assess the current state of public roadways and under municipal jurisdiction. The study will include but is not limited to a visual inspection of all sections of road to identify physical deficiencies, estimate capital costs for improvements, and must help prioritize work. The road network consists of 159 kilometers of various surfaces ranging from Hot mix asphalt (HCB), Surface treatment (LCB) and gravel. Included as part of the RNS is the inclusion of traffic count data and colored mapping depicting road classifications based on the Provincial Minimum Maintenance Standards Ontario Regulation 239/02 (O. Reg.239/02) Last amendment O.Reg.366/18.

### 2. Schedule of Work

The following schedule must be strictly adhered to. Only consulting firms who can commit to meeting this schedule should submit proposals for the project.

Desired Project Schedule	
Description:	Date:
Release the Request for Proposals	July 14, 2021
Deadline for Inquiry Submissions	July 28, 2021
RFP Closing	August 4, 2021
Proposal Award	August 10, 2021
Roads Needs Study Completion	November 15, 2021
Consultant Presentation to Council	December 21, 2021

**RFP-03-21:** Closing **Wednesday, August 4, 2021 2:00 p.m.**  
Award **Approximately August 10, 2021**  
Completion of Project **No later than November 15, 2021**

### Contract Duration:

This contract shall be in effect starting on or about August 10, 2021 and continue through until full project completion. Project shall be completed no later than November 15, 2021.

### 3. Applicable Document Fees

None required

### 4. Bid Deposit Requirements

None required

**5. Performance Surety Requirements**

None required

**6. Evaluation Criteria**

An evaluation committee will review the submitted proposals and selection will be based upon the following criteria in concurrence:

15	Completeness of Proposal (Fulfilling all requirements)
25	Demonstrated experience of Consultant's project team with respect to similar works undertaken and capabilities of project team members.
25	Demonstrated approach, understanding and methodology in fulfilling all project requirements and in defining the work plan tasking to be undertaken.
35	Lowest acceptable price

Bidders are advised that only complete submissions will be reviewed and evaluated. Bidders are further advised that proposals are to be a maximum of 8 pages (excluding schematics, references, schedules, illustrations and C.V.'s) and that only the first 8 pages inclusive of each submission will be reviewed. Each bidder is asked to submit one (1) original and one (1) copy of their complete proposal, as well as one (1) electronic copy on a USB stick.

**7. Proposal Award**

After an initial review of the proposals, consultants may be interviewed and requested to provide sample information of where the consultant has recently completed work of a similar scope and focus.

Proposal award will be made based upon the highest scored compliant proponent in the evaluation process. The Corporation of the Township of North Kawartha reserves the right to accept or reject all or part of any bid and also reserves the right to accept other than the lowest bid and to cancel this call for bids at any time.

**8. Inquiry**

Any inquiries regarding the interpretation or scope of this Request for Proposal shall be directed to the office of the Township of North Kawartha in writing, attention: Jeff Waldon, Roads Supervisor, [j.waldon@northkawartha.ca](mailto:j.waldon@northkawartha.ca).

**No questions will be accepted after Wednesday, July 28, 2021 at 4:00 p.m.**

**9. Amendments to "Standard Terms and Conditions"**

Where amendments to the municipality's "Standard Terms and Conditions" are contained herein, it should be noted that these amendments supersede any of the foregoing Terms and Conditions.

Roads Needs Study Township of North Kawartha  
Part "A" Information to Bidders

None

## Part “B” Standard Terms and Conditions

### 1. Definitions

Bid	The document issued by the municipality in response to which Proposals are invited for the performance of the work or supply of equipment.
Bidder	A person (s), firm(s) or corporation(s) who has submitted a bid.
Company	The person(s), firm(s) or corporation(s) to whom the municipality has awarded the contract.
Contract	One or a combination of any of the following: the purchase order authorizing the company to do the work, the proposal, the bonds or security (if any), the company's proposal, and change notices, appendices, and addenda (if any), formal contract.
Municipality	The Township of North Kawartha, its successors and assigns.
Equipment	The materials, machinery, assemblies, instruments, devices or articles as the case may be, or components thereof, which are the subject of the contract.
Notice of Award	Notice provided to the successful bidder of contract award.
Subcontractor	A person(s), firm(s) or corporation(s) having a contract with the company for any part of the work.
Work	All materials, equipment fixtures, services, supplies, and acts required to be done, furnished and/or performed by the company.

### 2. Bid Closing Time

One original, one copy, and one electronic copy on a USB stick of the bid document, properly signed and sealed in an envelope, clearly marked “RFP-03-21”, shall arrive at the office of the CAO, Township of North Kawartha, 280 Burleigh St., Apsley, Ontario, K0L 1A0, no later than 2:00 p.m., Wednesday, August 4, 2021. Late bids shall not be accepted; however, they shall be time and date stamped and will remain unopened.

The time registered on the office wall clock will be considered the official time when determining exact time of submission.

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Part “B” Definitions

Due to COVID-19, proposals will be opened in an electronic meeting format at 2:15 p.m. on Wednesday, August 4, 2021. Persons wishing to attend the opening electronically may request an invitation by providing the RFP number, their name, and email address to the Treasurer at [j.everett@northkawartha.ca](mailto:j.everett@northkawartha.ca).

### 3. Document Fees

When a document fee is applicable, the bidder must have previously purchased the respective document.

See Part “A” Information to Bidders, which forms part of this bid document.

### 4. Bid Requirements

Bidders are required to conform to the conditions listed below and those failing to do so may be subject to disqualification.

- a) Bids must be submitted on the bid form supplied by the municipality. Bid submissions must not be restricted by a statement added to the bid form or by a covering letter, or by alterations to the bid form supplied unless otherwise provided in the bid document.
- b) Bid submissions shall consist of “Part “D” Bid Form” and all other sections and requirements as requested within the bid document. See “Part “D” Bid Form” for all requirements requested within the bid document.
- c) The Bid Form shall be signed in the space(s) provided by a duly authorized official of the entity bidding. If a joint bid is submitted, it shall be signed on behalf of each of the bidders and if the signing authority for both bidders is vested in one individual, he/she shall sign separately on their behalf. Signatures on behalf of non-incorporated bodies or by individuals shall be witnessed. In the case of an incorporated company, the corporate seal should be affixed to the bid form adjacent to the authorized signature.
- d) Bids must be legible, written in ink or typewritten. Erasures, over-writing or strikeouts must be initialed by the person signing on behalf of the company.
- e) Adjustments by telephone, facsimile (Fax), e-mail or letter to a bid already submitted will not be considered. A bidder desiring to make adjustments to a bid must withdraw the bid and/or supersede it with a later bid submission prior to the specified bid closing time.
- f) Bids must be submitted in individually sealed envelopes and must clearly identify the name of the company, address of company, and RFP number on the outside of the envelope. Proposals received after closing time specified in the bid document will not be considered.

Faxed or Emailed Bid Submissions are not acceptable



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- g) Delivery of the bid submission through a courier service shall be the responsibility of the bidder and shall result in the submission being rejected where:
  - i. Bid submission is delivered to a location other than which is stated on the submission and fails to be delivered to the Township of North Kawartha Municipal Office prior to the closing date and time; and/or
  - ii. Bid submission which is enclosed in the courier envelope that does not state, "Bid Document Enclosed" and is not removed from the courier's envelope prior to the closing date and time; and/or
  - iii. Bid submission is delivered later than the closing date and time.
- h) Each item in the bid document shall be a reasonable price for such item. Bids that contain prices which appear to be unbalanced as to affect adversely the interest of the municipality may be rejected. The municipality will be the sole judge in this matter.

### **5. Bidder's Statement of Understanding**

It is understood that the bidder has carefully examined all of the bid documents and has carefully examined the work to be performed under the contract if awarded. The bidder also understands and accepts the said bid documents, and for the prices set forth in the bid, hereby offers to furnish all labour, machinery, tools, apparatus and other means of implementation, and materials to complete the terms and conditions and requirements in strict accordance with the bid documents.

None of the conditions contained in the bidder's (seller's) standard or general (printed) conditions of sale shall be of any effect unless explicitly agreed to by the municipality as set forth or specifically referred to therein.

The bidder declares that his submission is not made in connection with any other bidder submitting an offer for the same commodity or commodities, and is in all respects fair and without collusion and fraud.

The contract shall be governed and interpreted in accordance with the laws of the Province of Ontario.

### **6. Clarification of Bid Documents**

No officer, agent or employee of the municipality is authorized to alter orally any portion of these documents. During the period prior to submission of proposals, alterations will be issued as written addenda. The municipality will issue all written addenda to the Township of North Kawartha website at [www.northkawartha.ca/bidsandtenders](http://www.northkawartha.ca/bidsandtenders). It is the bidder's responsibility to check for addenda prior to submission. The bidder shall list in its bid all addenda that were considered when its proposal was prepared.

## **7. Bid Deposit Requirements**

Bidders may be required to submit a bid deposit with each bid, which must be in the same envelope as the bid.

See Part "A" Information to Bidders, which form part of this bid document.

## **8. Performance Surety Requirements**

Performance surety binding the company faithfully to fulfill the obligations of his/her bid as accepted, may be required by the municipality within ten (10) working days from the date of request.

See Part "A" Information to Bidders, which form part of this bid document.

## **9. Insurance and Workplace Safety Insurance Board**

The successful bidder shall deliver a certified copy of the firm's Public Liability and Property Damage Insurance, and where applicable the bidder shall carry standard automobile and non-owned automobile liability insurance Policy for the works, within ten (10) working days of receiving the acceptance notice. Coverage shall be at least \$5,000,000.00 per incident, with the Township of North Kawartha named as insured. Additional coverage may be required.

The successful bidder will be required to submit proof of Workplace Safety Insurance Board Coverage, within ten (10) working days of receiving the acceptance notice and shall provide additional certificates as often as is deemed necessary by the municipality during the term of the contract to ensure continued good standing with the Workplace Safety & Insurance Board.

Failure to provide such proof shall result in cancellation of the contract.

## **10. Proof of Ability**

The Bidder may be required to show, in terms of experience and facilities, evidence of its ability, as well as that of any proposed subcontractor, to perform the work by the specified delivery date.

## **11. Document and Site Review**

Bidders may arrange a site visit prior to Wednesday, July 28, 2021 at 4:00 p.m. by contacting Jeff Waldon, Roads Supervisor, [j.waldon@northkawartha.ca](mailto:j.waldon@northkawartha.ca) or 705-656-4796.

Consulting firms submitting a proposal shall satisfy themselves by personal examination of the road network, review of the available documentation (available by making an appointment as above, at the garage office), and by such means as they prefer, as to the actual conditions and requirements of the work.

See Part "A #8." Information to Bidders, which form part of this bid document.

The submission of a bid shall indicate that the bidder agrees and warrants that he has examined the road network and all conditions relevant thereto, and all the separate documents, drawings, specifications and addenda and that the bid submitted covers the cost of all the items required in the contract. No claims for extras will be entertained on account of conditions, which could be observed on the site at the time bids were submitted.

See Part "C" Specifications, which form part of this bid document.

## **12. Pricing Requirement**

Prices shall be in Canadian funds, quoted separately for each item stipulated F.O.B. the point specified therein.

All prices bid shall include applicable taxes, customs duty, excise tax, freight, insurance and all other charges of every kind attributable to the work. Harmonized Sales Tax shall be shown as extra, unless otherwise specified. If the bidder intends to manufacture or fabricate any part of the work outside of Canada, it shall arrange its shipping procedures so that its agent or representative in Canada is the importer of record for customs purposes.

Except as may be provided in Part "C" Specifications, in the proposal document, the prices bid shall not be subject to adjustment for any cost of the work to the company.

In the event of any discrepancy between the unit price and the extension, the unit price shall govern.

## **13. Disbursements**

In general, but not limited to, disbursements such as phone, fax, printing, courier, and/or travel, are to be included. The Consultant will identify any costs believed not to be covered by any of the other items noted herein.

## **14. Errors and Omissions**

It is understood and acknowledged that while the R.F.P. includes specific requirements, a complete review and recommendation is required. Minor items not herein specified but obviously required, shall be provided as if specified. Any misinterpretation of requirements within this proposal bid shall not relieve the bidder of the responsibility of providing the services as aforesaid.

## **15. Consultants Indemnification**

The successful consultant shall indemnify and save harmless the Municipality from and against all losses and all claims, demands, payments, lawsuits, actions, recoveries and judgements of every nature

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and description made, brought or recovered against the Municipality by reason of any act or omission of the Consultants, their agents or employees, in the execution of their work.

The successful consultant shall be responsible for any and all damages or claims for damages or injuries or accidents done or cause by them, their agents, sub-contractors or employees, resulting from the prosecution of the works, or any of their operations, or cause by reason of the existence of location or condition of the works, or of any materials, plant or machinery used thereon or therein, or neglect or omission on their part, or on the part of any of their agents, sub-contractors or their employees, to do or perform any or all of the several acts of things required to be done by them under and by these conditions and such damages and claims for damages.

**16. Conflict of Interest**

The bidder and the Municipal staff are to discuss any perceived conflict of interest prior to proposal submission to the Municipality.

**17. Terms of Payment**

Unless progress payments or any alternate payment terms are specified in the contract, the contract price may be invoiced after delivery and shall be payable 30 days from receipt of invoice. The effect of any alternative payment terms, stated clearly in the bid submission will be considered in the evaluation of bids. The municipality shall have the right to withhold from any sum otherwise payable to the company such amount as may be sufficient to remedy any defect or deficiency in the work, pending correction of the same.

**18. Terms of Payment – For Construction Projects**

Payment for materials supplied and work completed shall be on a monthly basis at the rate of 90%, providing for a 10% holdback in accordance with the Construction Lien Act, 1990, or its latest edition.

After performance acceptance of the work, and in accordance with the Construction Lien Act, 1990, or its latest edition, the holdback will be paid (after the hold back period and in the absence of no claims), to the Company upon receipt of a Statutory Declaration that all accounts and labour have been paid in full, receipt of a Workplace Safety & Insurance Certificate of Clearance and receipt of all "As Built" drawings and maintenance manuals, where applicable. Upon inspection and correction of any deficiencies at the end of the maintenance period, to the satisfaction of the director or designate the Performance Sureties will be returned to the company.

All payments will be made within thirty (30) days from receipt of an approved invoice. All invoices must be approved by the director or designate.

### **19. Delivery**

Time shall be material and of the essence of the contract.

All bids shall be F.O.B. Destination, Roads Needs Study unless otherwise noted in the bid document. The company shall be responsible for arranging its work so that completion shall be as specified in the contract.

### **20. Patents and Copyrights**

The company shall at its expense, defend all claims, actions or proceedings against the municipality based on any allegations that the work or any part of the work constitutes an infringement of any patent, copyright or other proprietary right and shall pay to the municipality all costs, damages, charges and expenses, including its legal fees.

The company shall pay all royalties and patent license fees required for the work.

If the work or any part thereof is in any action or proceeding held to constitute an infringement, the company shall forthwith either secure for the municipality the right to continue using the work, or shall at the company's expense, replace the infringing items with non-infringing work or modify them so that the work no longer infringes.

### **21. Assignment**

The company shall not assign the contract or any portion thereof without the prior written consent of the municipality.

### **22. Occupational Health and Safety Act**

The successful bidder, for purposes of the Ontario Occupational Health and Safety Act, shall be designated as the constructor for this project and shall assume all of the responsibilities of the constructor as set out in that Act and its regulations. The foregoing shall apply notwithstanding that the successful bidder has been referred to as the 'company' in this and any other related document.

The company acknowledges that he/she has read and understood the Occupational Health and Safety Act together with the municipality's Health and Safety Policies and Procedures.

The company covenants and agrees to observe strictly and faithfully the provisions of the said Occupational Health and Safety Act and all regulations and rules promulgated there under together with the municipality's Health and Safety Policies and Procedures.

The company agrees to indemnify and save the municipality harmless for damages or fines arising from any breach or breaches of the said Occupational Health and Safety Act and/or the municipality's Health and Safety Policies and Procedures.

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The company agrees to assume full responsibility for the enforcement of the said Occupational Health and Safety Act and the municipality's Health and Safety Policies and Procedures and to ensure compliance therewith.

The company further acknowledges and agrees that any breach or breaches of the Occupational Health and Safety Act and/or the municipality's Health and Safety Policies and Procedures whether by the company or any of its sub-contractors may result in the company and/or sub-contractor being removed from the site and in the immediate termination of this contract herein and the forfeiture of all sums owing to the company by the municipality.

The company shall allow access to the work site on demand to representatives of the municipality to inspect work sites to ensure compliance with the contract and the municipality's Policies and Procedures.

The company agrees that any damages or fines that may be assessed against the municipality by reason of a breach or breaches of the Occupational Health and Safety Act by the company or any of its sub-contractors will entitle the municipality to set-off the damages so assessed against any monies that the municipality may from time to time owe the company under this contract or under any other contract whatsoever.

Where any portion of the work or services in this contract is contracted to a sub-contractor, the company agrees that the provisions of this section will apply to the sub-contractor and the company will enforce said provisions.

The company shall provide a list of all controlled hazardous materials or products containing hazardous materials, all physical agents or devices or equipment producing or omitting physical agents and any substance, compound, product or physical agent that is deemed to be or contains a designated substance in accordance with the Workplace Hazardous Materials Information System (WHMIS) as defined under the Ontario Occupational Health & Safety Act and shall provide appropriate Material Health & Safety Data sheets for these substances used for the performance of the required work, all prior to the performance of said work.

Where hazardous materials, physical agents and/or designated substances are used in the performance of the required work, the company shall ensure that the requirements of the Ontario Occupational Health & Safety Act and associated regulations are complied with.

The municipality reserves the right to cancel any contract for non-compliance with the terms set out herein, health and safety regulations, the Environmental Protection Act, associated regulations and other applicable legislation.

### **23. Covid-19/Health Emergency Requirements**

The company shall comply with all relevant federal, provincial and Peterborough Public Health Unit's legislations/regulations/orders/health and safety recommendations.

#### **24. Laws, Regulations, Permits, Fees and Licences**

The company shall comply with relevant federal, provincial and municipal statutes, regulations and by-laws pertaining to the work and its performance. The company shall be responsible for ensuring compliance by its suppliers and subcontractors.

The contract shall be governed by and interpreted in accordance with the laws of the Province of Ontario.

The company shall pay for all permits, licenses and fees, and give all notices and comply with all by-laws and regulations of the municipality and any other governing body.

#### **25. Substitutes and Alternates**

Unless qualified by the provision "No Substitute", the use of the name of a manufacturer, brand, make or catalogue designation in specifying an item does not restrict bidders to that manufacturer, brand, make or catalogue designation identification. This is used simply to indicate the character, quality and/or performance of the goods and/or services desired, but the goods and/or services on which bids are submitted must be of such character, quality and/or performance that it will serve the purpose for which it is to be used as well as that specified. In submitting a bid on goods and/or services other than as specified, the bidder must furnish complete data and identification with respect to the alternate goods and/or services he/she proposes to furnish.

Consideration will be given to bids submitted on alternate goods and/or services to the extent that such action is deemed to serve the best interests of the municipality. If the bidder does not indicate that the goods and/or services he/she proposes to furnish is other than specified, it will be construed to mean that the bidder proposes to furnish the exact goods and/or services as described in the bid document.

#### **26. Quantities**

Where quantities are shown as approximate, they are not guaranteed to be accurate and are furnished without any liability on behalf of the municipality and shall be used as a basis for comparison only.

#### **27. Samples**

Samples when required must be submitted strictly in accordance with instructions. If samples are requested subsequent to the opening of the bid, they shall be delivered within three (3) working days following request, unless

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additional time is granted. Samples must be submitted free of charge and will be returned at the bidder's expense, if so requested, provided they have not been destroyed by tests, or provided they are not required for comparison purposes.

The acceptance of samples by the municipality shall be at its sole discretion and any such acceptance shall in no way be construed to imply relief of the company from its obligations under the contract.

**28. Request for Proposal Procedures**

Proposals will be called, received, evaluated, accepted and processed in accordance with the municipality's Procurement Policy.

**29. Contract Award**

The municipality reserves the right to award by item, or part thereof, groups of items, or parts thereof, or all items of the bid, and to award contracts to one or more bidders submitting identical bids as to price; to accept or reject any bids in whole or in part; to waive irregularities and omissions. The municipality also reserves the right to enter into negotiations with the highest scored compliant proponent if the price bid is over the budgeted amount of the project. Should the municipality be unable to reach an agreement with the highest scored compliant proponent, the municipality reserves the right to enter into negotiations with the next highest scored compliant proponent, or to cancel the call. If in so doing, the best interests of the municipality will be served. No liability shall accrue to the municipality for its decision in this regard.

The lowest or any bid may not necessarily be accepted as the Township of North Kawartha reserves the right to reject any or all bids. Bids shall be irrevocable for 90 days after the official closing time and the municipality may at any time within that period without notice, accept a bid whether any other bid has been previously accepted or not.

All bids are prepared at the sole risk and cost of the bidders. No payments shall be made to any bidder regarding the preparation and submission of Bids.

Award of this contract is subject to appropriate funding acceptable to the municipality.

The successful bidder will be notified of the award of the Proposal. This Request for Proposal document, along with any addenda, together with the successful proponent's submission, and any agreed upon amendments, may form the contract, and if requested, an additional contract may be entered into within thirty (30) working days.

This acceptance shall be conditional on the bidder providing all documentation, security and certifications as required by the bid document within ten (10) working days of the date that the notice of award.



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Notwithstanding and without restricting the generality of the statements above, the Township of North Kawartha shall not be required to award or accept a proposal, and may choose to either cancel the call for proposals or recall the proposal at a later date:

- a) When only one bid has been received as the result of a proposal call;
- b) Where the lowest responsive and responsible bidder exceeds the available project budget for the supplies or services;
- c) When all bids received fail to comply with the specifications of the proposal terms and conditions;
- d) When a change in the scope of work or specifications is required

### **30. Contract Cancellation**

The municipality shall have the right, which may be exercised from time to time to cancel any uncompleted or unperformed portion of the work or part thereof. In the event of such cancellation, the municipality and the company shall negotiate a settlement.

- a) If the company; commits any act of bankruptcy; or if a receiver is appointed on account of its insolvency or in respect of any of its property; or if the company makes a general assignment for the benefit of its creditors; then, in any such case, the municipality may, without notice; terminate the contract.
- b) If the company; fails to comply with any request, instruction or order of the municipality; or fails to pay its accounts; or fails to comply with or persistently disregard statutes, regulations, by-laws or directives of relevant authorities relating to the work; or fails to prosecute the work with the skill and diligence; or assigns or sublets the contract or any portion thereof without the municipality's written consent; or refuses to correct defective work; or is otherwise in default in carrying out its part of any of the terms, conditions and obligations of the contract, then, in any such case, the municipality may, upon expiration of ten (10) days from the date of written notice to the company, terminate the contract.
- c) Any termination of the contract by the municipality, as aforesaid, shall be without prejudice to any other rights or remedies the municipality may have.
- d) If the municipality terminates the contract, it is entitled to:
  - i. Take possession of all of the work in progress and finish the work by whatever means the municipality may deem appropriate under the circumstances;
  - ii. Withhold any further payments to the company until its liability to the municipality is ascertained;
  - iii. Recover from the company loss, damage and expense incurred by the Municipality by reason of the company's default (which may be

deducted from any monies due or becoming due to the company, any balance to be paid by the company to the municipality).

The municipality shall not be liable to the company for loss of anticipated profit on the cancelled portion or portions of the work.

### **31. Availability of Labour and Escalation**

The bidder shall fully inform himself regarding availability of labour in the area relative to the requirements of the schedule. The bidder shall make his own assessment of escalation in costs and increased labour costs and include all of these costs in his bid.

### **32. Correction of Defects**

If at any time prior to one year (or specified warranty/guarantee period if longer than one year) after the actual delivery date of the equipment or service any part of the equipment or service becomes defective or is deficient or fails due to defect in design, material or workmanship, or otherwise fails to meet the requirements of the contract, then the company, upon request, shall make good every such defect, deficiency or failure without cost to the municipality. The company shall pay all transportation costs for parts and/or equipment both ways between the company's factory or repair depot and the point of use. Or in the event of a deficient service, the company must make every effort to correct the deficiency to the satisfaction of the Township.

### **33. Disclosure**

Request for Proposals will be opened in an electronic meeting format and only the name of the bidders submitting responses to the Request for Proposal will be read. Details of the proposals or any financial information will not be publicly disclosed at the opening. After the RFP opening, requests may be submitted to the municipality's Treasurer for the results, and only the names of bidders as read out at the RFP opening will be given in the reply.

### **34. Freedom of Information**

All information obtained by the company in connection with this bid is the property of the Township of North Kawartha and must be treated as confidential. It may not be used for any purpose other than for replying to this bid, and for fulfillment of any subsequent contract. Any company who requires that the information in its bid be kept confidential must explicitly advise the municipality of that fact.

The company may declare confidentiality of their bid; however, the municipality is required by law to adhere to the requirements of the Municipal Freedom of Information and Protection of Privacy Act, as amended.

Personal information contained on this bid form is collected under the authority of Section 29(2) of the Municipal Freedom of Information and Protection of Privacy

Roads Needs Study Township of North Kawartha  
Part "B" Definitions

Act, R.S.O. 1990, c.M.56 as amended and will be used to purchase goods and/or services and for the execution of contractual documents. If you have any questions about the collection, use or disclosure of this information by the Township of North Kawartha, please contact the Clerk, Township of North Kawartha, P.O. Box 550, 280 Burleigh St, Apsley, Ontario K0L 1A0, 705-656-4445 (ext 234).

### **35. Complaints**

Any complaint on the process and procedures as outlined in the municipality's Procurement Policy Bylaw (as amended) to define the procedures with respect to the procurement of goods and services by the Corporation of the Township of North Kawartha shall be in writing and shall be submitted to the Chief Administrative Officer for review and response.

A complaint on the process and procedures related to the award of a tender, proposal or quotation must be submitted within seven (7) working days of the date of the award.

### **36. Accessibility**

The Township of North Kawartha 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.

# Roads Needs Study Township of North Kawartha

## Part “C” Specifications

### Part “C” Specifications

#### 1. Project Information

The Township of North Kawartha is continually trying to improve all aspects of Township owned road networks and crucial infrastructure. To aid in the Townships Asset Management Plan a comprehensive Roads Needs Study shall be completed to assist the Township in prioritizing maintenance practices and construction forecasts from 1-5 and from 6-10 years.

Also to aid the Township in maintenance operations, Average Daily Traffic counts (ADT) shall be included as part of the proposal. The most recently amended Provincial Minimum Maintenance Standards (MMS), Ontario Regulation 366/18 (O.Reg. 366/18) must be the basis for colour coded mapping specifying road classifications based on the MMS/O.Reg.366/18 as amended. A complete list of roads including speeds and road classes must be included as part of the final report.

#### 2. Scope of Work

The Comprehensive Road Needs Study will include but is not limited to the following components:

- A visual assessment of all Township public road sections, excluding Provincial Highways, Peterborough County maintained and private roads.
- Road section identification, from/to
- Identification of the road surface material
- A surface condition ranking
- Pavement Condition Index(PCI) where applicable
- Drainage
- Platform dimensions and needs
- Average Daily Traffic and Road Class
- Priority Rating for improvements
- The basis of a roadway improvement plan assigning priority ratings of Adequate, Now, 1-5 years, and 6-10 years.
- Estimation of both maintenance and capital costs
- Preparation of road network mapping to include condition information, material information and road classifications based on the Provincial Minimum Maintenance Standard O.Reg.366/18 as amended, separate mapping for each identifiable
- Certain road sections shall be investigated for the compatibility for the use of an emergency detour route in the event of an unforeseen emergency on the Provincial Highway or County maintained roads
- Requirements and recommendations for regulatory and warning signs based on the Ontario Traffic Manuals

## **Roads Needs Study Township of North Kawartha Part “C” Specifications**

- Current speed limits shall be identified with each road section complete with a recommendation as to whether the speed limit is fitting/accurate as posted
- The proponent shall include a detailed description of what will be included in the Road Needs Study  
All major work tasks that are completed shall be summarized and included in the Road Needs Study. The following deliverables are expected from the selected proponent as part of this project:
  1. Two (2) bound copies and one (1) USB of the Road Needs Study complete
  2. One (1) PDF copy of the Road Needs Study complete
  3. One (1) Excel copy of all databases and charting
  4. Three (3) copies of each produced map including 1 overall road network map
  5. One (1) PDF copy of each produced map including the overall road network map
  6. One (1) Presentation to Council upon satisfied completion of the project.

### **3. Provisional Items**

#### **Additional Traffic Counts**

Included as part of the initial proposal a fall traffic count is required to help to acquire Average Daily Traffic (ADT). Included outside of the proposal as a provisional item, it is requested that pricing be included to also complete the same traffic counts on the complete road network during the spring season as well as the summer season. If provisional items are used, consultant must be prepared to honor pricing in 2022, exact dates of counts to be determined if approved. Pricing for additional counts can be added to cost summary sheet under Part “D” provisional items section.

#### **Jack’s Lake Road Review (Township Portion)**

A thorough review and recommendation of existing regulatory speed limit on Jack’s Lake road shall be included as a provisional item within the proposal. It is key to note only the 7 kilometre’s that is the Township maintained portion shall be reviewed. The review shall ensure that Jacks Lake road meets compliance with the current Ontario Traffic manuals (OTM), Transportation Association of Canada manuals (TAC), and the Ministry of Transportation of Ontario Roadside Safety Manuals (MTO). A summary and recommendation for any needed improvements shall conclude the Jacks Lake Road review.

**Roads Needs Study Township of North Kawartha  
Part “C” Specifications**

Pricing for the Jacks Lake Road review shall be included in Part “D” of the cost summary sheet under provisional items.

All provisional items are based on the support of the Townships annual budget. Successful consultants shall be prepared to honor the proposals pricing for provisional items during 2022 as well.

**The Corporation of the  
Township of North Kawartha  
P.O. Box 550  
280 Burleigh Street  
Apsley, Ontario  
K0L 1A0**

**Proposal No. RFP-03-21**

**Completion of a Road Needs Study**

The contents of the proposal submission should not exceed 8 pages excluding schematics, C.V.'s, schedules and illustrations and contents page.

The proposals shall include this Bid Form along with the following:

- The Consultant's qualifications and experience to handle the proposed work, including at least (3) outlines of relevant and similar projects undertaken and successfully completed, complete with references.
- Outline of key project team members, demonstrating relevant experience and roles that will be assumed in the execution of work.
- Demonstration of the Consultant's understanding and proposed approach to the project, including a detailed work plan describing the main tasks to be undertaken, as per "6 Scope of Work" and all sub-tasks and activities necessary to execute all aspects of the work.
- One (1) Original and One (1) Copy of the Complete Bid Document Signed & Sealed, and One (1) electronic copy on a USB stick
- Insurance Certificate (upon award)
- WSIB Certificate (upon award)

**Roads Needs Study Township of North Kawartha**

**Part "D" Bid Form**

**Bid Form**

**Bidders Information Form**

Bidders must complete this form and include with the Bid Submission  
Please ensure all information is legible.

<b>1.</b>	Company Name	
<b>2.</b>	Respondent's Main Contact Individual	
<b>3.</b>	Address (incl. Postal Code)	
<b>4.</b>	Office Phone #	
<b>5.</b>	Toll Free #	
<b>6.</b>	Fax #	
<b>7.</b>	E-mail address	
<b>8.</b>	HST Account #	

**Acknowledgement to Receipt of Addenda**

This will acknowledge receipt of the following addenda and, that the pricing quoted includes the provision set out in such addendum(s)

Addendum #	Date Received
# _____	_____
# _____	_____
# _____	_____

Check here if No Addenda considered.

\_\_\_\_\_  
Respondent

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date



**Roads Needs Study Township of North Kawartha**

**Part “D” Bid Form**

**Bid Form**

**Declaration of Accessibility Compliance**

<b>Company Name:</b>	
<b>Print Name:</b>	
<b>Title:</b>	<b>Dated:</b>

I/ we acknowledge that as a contractor/consultant of the Township of North Kawartha we are bound to comply with all accessibility Standards under the Accessibility for Ontarians with Disabilities Act, 2005 as amended from time to time.

I/we declare that I/we have read, understand and will meet or exceed all enacted accessibility standards as amended from time to time.

I/we further declare that I/we will undertake to ensure all sub-contractors hired by us in completion of our work will also comply with the above standards.

\_\_\_\_\_  
Respondent

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

# Roads Needs Study Township of North Kawartha

## Part "D" Bid Form

## Bid Form

### Schedule of Items & Prices

(All unit prices are Not to include HST)

The undersigned agrees to supply and deliver the goods and services as specified and required in accordance with Parts "A", "B", "C", and "D" of the Proposal for the following prices:

The municipality reserves the right to cancel any or all items.

Description:	Estimated Cost:
Complete Road Needs Study	\$
Fall Traffic Count	\$
HST	\$
Total Cost	\$

### Provisional Items

Description:	Estimated Cost:
Spring Traffic Counts	\$
Summer Traffic Counts	\$
Jacks Lake Road Review (Township Portion)	\$
HST	\$
Total Cost Provisional Items	\$

## Roads Needs Study Township of North Kawartha

### Part "D" Bid Form

### Bid Form

To The Corporation of the Township of North Kawartha, hereafter called the "Municipality":

I/We \_\_\_\_\_ the undersigned declare:

1. That the several matters stated in the said bid are in all respects true accurate and complete.
2. That I/we have read and fully understand all information, terms and conditions contained within the Bid Document, including: Part "A" Information to Bidders; Part "B" Standard Terms and Conditions; Part "C" Specifications and Part "D" Bid Form.
3. That I/we do hereby bid and offer to enter into a contract to supply and deliver all materials mentioned and described or implied therein including in every case freight, duty, currency exchange, H.S.T. in effect on the date of the acceptance of bid, and all other charges on the provisions therein set forth and to accept in full payment therefore, in accordance with the prices and terms set forth in the bid herein.
4. That this bid is irrevocable for ninety (90) days and prices for as long as stated elsewhere in the bid document, and that the municipality may at any time within that period without notice, accept this bid whether any other bid has been previously accepted or not.
5. That the awarding of the contract by the municipality is based on this submission, which shall be an acceptance of this bid.
6. That if the bid is accepted, I/we agree to furnish all documentation, security and certifications as required by the bid document and to execute a formal contract in triplicate, if required, within ten (10) working days after notification of award. I/We understand that any acceptance by the municipality is fully conditional upon the receipt of said documentation, security and certifications by the municipality within ten (10) working days. Bid documents may form the contract if project is awarded to the bidder. If I/we fail to do so, the municipality may accept the next highest scored bid or any bid or to advertise for new bids, or to carry out completion of the works in any other way they deem best.
7. That I/we agree to save the municipality, its agents, or employees, harmless from liability of any kind for the use of any composition, secret process, invention, article or appliance furnished or used in the performance of the contract of which the bidder is not the patentee, assignee, or licensee.

**Roads Needs Study Township of North Kawartha**

**Part "D" Bid Form**

**Bid Form**

**The undersigned affirms that he/she is duly authorized to execute this bid.**

Bidder's Signature and Seal: \_\_\_\_\_

Position: \_\_\_\_\_

Witness: \_\_\_\_\_

Position: \_\_\_\_\_

(If Corporate Seal is not available, documentation should be witnessed)

Dated at the \_\_\_\_\_ of \_\_\_\_\_  
(Town/City)

this \_\_\_\_\_ day of \_\_\_\_\_ 2021.