



Request for Proposal

Roads Needs Study

Request for Proposal: RFP-PW-20-01
Issue Date: Wednesday, March 11, 2020
Closing Date & Time: Thursday, April 9, 2020 11:00 a.m. local time
Address: Township of Cavan Monaghan
988 County Road 10
Millbrook, Ontario, L0A 1G0
Telephone: 705-932-9327
Fax: 705-932-3458

Attention: Wayne Hancock
Director of Public Works

**Late Proposals will not be accepted.
The lowest price or any Proposal not necessarily accepted.**

General

RFP-PW-20-01

Project: Roads Needs Study
Authority: Township of Cavan Monaghan
Contract Administrator: Wayne Hancock
Director of Public Works
988 County Road 10
Millbrook, Ontario, L0A 1G0
Telephone: 705-932-9327 Fax: 705-932-3458

Bidder: _____
Name

Address (Include Postal Code)

Telephone and Fax Numbers

Email Address

Name of Person Signing

Position of Person Signing

Proposals Received By: Wayne Hancock
Director of Public Works
Township of Cavan Monaghan
988 County Road 10
Millbrook, Ontario, L0A 1G0

To: Mayor and Members of Council
Re: Roads Needs Study

Dear Mayor and Members of Council:

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.
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 Sixty (60) Days and prices for as long as stated elsewhere in the Bid Document, and that the Township 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 Township 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 Township is fully conditional upon the receipt of said documentation, security and certifications by the Township within Ten (10) Working Days. If I/we fail to do so, the Township may accept the next lowest or any Bid or advertise for new bids, or carry out completion of the works in any other way they deem best
7. That I/we agree to save the Township, 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.

8. I/We agree that the work specified in the contract will be performed in strict accordance with the following conditions, specifications and provisions:

- A. Proposal Form
- B. Instructions to Bidders
- C. Scope of Work
- D. General Conditions

Signed at the Township Office of Cavan Monaghan in the County of Peterborough

this _____ day of _____, 2020

Signature of Corporation Witness

Signature of Contractor or Seal of Firm
& Position Held

Schedule of Items & Prices

All unit prices are not to include HST. The Township reserves the right to cancel any or all items.

The undersigned agrees to supply and deliver the goods and services as specified and required in accordance with this Proposal for the following prices:

Roads Needs Study	\$ _____
HST	\$ _____
Total Proposal Price	\$ _____

Exclude from the Fee Proposal any identified disbursements that will be managed by the consultant but may be paid for separately by the Township, including costs for advertising, mail-outs, courier services, materials testing, OLS services, mileage costs and other such identified disbursements, as presented in the proposal.

The Authority reserves the right to reject the Proposal of any bidder who does not furnish satisfactory evidence of sufficient capital, plant and experience to successfully undertake and complete the work in the specified time.

In order to aid the Authority in determining the ability of each Bidder, the Bidder shall attach the following:

Statement "A" stating the Bidder's experience in similar work which he/she has successfully completed.

Statement "B" giving a list of the Bidder's senior supervisory staff with a summary of the experience of each.

Statement "C" giving the location and description of the construction equipment which the Bidder proposes to use, the equipment he/she has available or under his/her control, the equipment to be rented, and the plant equipment to be purchased.

The work specified in the Contract shall be performed in strict accordance with the following Schedule:

- A. Proposal Form General Pages 2 - 4
 Itemized Bid Page 5
 Contractor’s Plant & Experience Page 6
 Schedule of Proposal Data Page 7
- B. Instructions to Bidders Pages 8 - 12
- C. Scope of Work Pages 13 - 15
- D. General Conditions Pages 16 - 20

The Consultant, by this Request for Proposal, offers to complete the work of this Contract in strict accordance with the terms contained herein.

By my/our signature hereunder, I/we hereby identify this as the Request for Proposal RFP-PW-20-01, executed by me/us bearing date this _____ day of _____ 2020.

Signature: _____

Position: _____ (Company Seal)

Name of Firm: _____

This is page 7 of 7 pages of the Forms to be submitted as well as the specifications as the Request for Proposal Submission for RFP-PW-20-01.



Roads Needs Study

Instructions to Bidders

RFP-PW-20-01

**Instructions to Bidders
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1. General

Sealed Proposals plainly marked “RFP-PW-20-01 Road Needs Study” will be received until 11:00 a.m., Local time, Thursday, April 9, 2020.

and shall be addressed to: Wayne Hancock
Director of Public Works
Township of Cavan Monaghan
988 County Road 10
Millbrook, Ontario, L0A 1G0

2. Blank Form of Proposal

One copy of the Proposal, on the forms provided, shall be submitted. All information requested shall be shown in the Proposal, in the space provided and shall be typed or printed in ink.

3. Bid Opening

Bids will be opened at 11:10 a.m., Local time, Thursday, April 9, 2020 in the Council Chambers, 988 County Road 10, Millbrook, Ontario, L0A 1G0.

4. Bid Deposits

No bid deposit is required for this project.

5. Right to Accept or Reject Bids

Council shall make the final determination as to awarding of all bids. The lowest bid, or any bid, will not necessarily be accepted. Appendix 'B' of Purchasing By-law No. 2019-12 outlines the Bid Irregularities and direction of use. The By-law can be found on the Township of Cavan Monaghan website at:
<https://www.cavanmonaghan.net/en/local-government/bids-and-tenders.aspx>

6. Unacceptable Bids

Each item in the Proposal Form shall include a reasonable price for such item. Under no circumstances will a Proposal with a bid irregularity be considered. The Treasurer and/or CAO or designate will be responsible for all action taken in dealing with bid irregularities, and acts in accordance with the nature of the irregularity identified in Appendix 'B' of Purchasing By-law No. 2019-12.

7. Ability and Experience of Bidder

The Authority reserves the right to reject any bid where satisfactory evidence of sufficient capital, plant, and experience to successfully perform and complete the work in the specified time is not furnished by the Bidder.

8. Harmonized Sales Tax

The Harmonized Sales Tax shall not be included in Proposed prices for material and services supplied under this Contract.

9. Execute Contract

Proposals shall be open for acceptance for a period of 60 days after the closing date. After this time, the Proposal may only be accepted with the consent of the successful Bidder.

10. Bidders to Investigate

Bidders must satisfy themselves by personal examination of the site and by such other means as they may prefer as to the actual conditions and requirements of the work. The Submission of a Bid shall indicate that the bidder agrees and warrants that they have examined the site 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.

11. Inquiries During Bidding

The Bidder is advised that inquiries regarding the interpretation of the scope of work or specifications shall be directed to the Contract Administrator, the Township of Cavan Monaghan, Telephone: 705-932-9327, Attention: Wayne Hancock, Director of Public Works. Inquiries shall only be accepted until 4:30 p.m., Local time, Friday, March 27, 2020.

12. Award of the Contract

The award of this Contract is subject to the approval of the Council of the Township of Cavan Monaghan.

13. Definition of Owner/Authority and Engineer/Contract Administrator

Wherever the word "Owner" or "Authority" or "Corporation" or "Township" appears in this Request for Proposal, it shall be interpreted as meaning the Township of Cavan Monaghan.

Wherever the word "Contract Administrator" or "Engineer" appears it shall be deemed to mean the Director of Public Works or such other officers as may be authorized by the Authority to act in any particular capacity.

14. Addenda

The Contractor shall ensure that all addenda issued during the bidding period are attached as part of the submitted bid. Failure to do so will result in disqualification of the bid.

15. Liability Insurance

The successful bidder shall deliver a certified copy of his/her company or firm's Public Liability and Property Damage Insurance policy within 10 (ten) calendar days of receiving notice of acceptance. Coverage shall be a minimum of \$5,000,000 per accident in the name of the Township of Cavan Monaghan. Failure to provide such proof may result in the cancellation of the contract.

16. Workplace Safety & Insurance Coverage

The successful bidder shall provide a Certificate of Clearance from the Workplace Safety & Insurance Board within ten (10) calendar days of receiving acceptance notice and shall provide additional certificates as often as is deemed necessary by the Township during the term of the contract to ensure continued good standing with the Workplace Safety & Insurance Board. Failure to provide such proof may result in the cancellation of the contract.

17. Withdrawal of Proposals

A bidder may withdraw their Proposal upon delivering a letter of withdrawal at least two (2) hours prior to the closing date and time.

18. Notification of Acceptance

Notification of Acceptance of Proposal shall be by telephone and written form. The date of Acceptance of Proposal shall be the date the notice is mailed to the successful bidder.



Roads Needs Study

Scope of Work

RFP-PW-20-01

1. Background & Purpose

The Township of Cavan Monaghan is calling for complete proposals for the completion of a Road Needs Study that will assess the current state of public roadways and culverts (>3m span) under municipal jurisdiction. This study will be an update to the Road Needs Study conducted in 2016, and will include a visual inspection of all sections of road to identify physical deficiencies, estimate capital cost for improvements, and prioritize work. The Consultant will deliver a final report documenting the findings of the study.

2. Schedule of Work

The following schedule must be strictly adhered to. Only those firms who can commit to meeting this schedule should submit proposals.

Release of RFP	Wednesday, March 11, 2020
Deadline for Submitting Inquiries	4:30 p.m., March 27, 2020
RFP Closing	11:00 a.m., Thursday, April 9, 2020
Award of Proposal at Council Meeting	1:00 p.m., Monday, April 20, 2020
Roads Needs Study Completed	July 13, 2020
Presentation to Council	August 4, 2020

3. Project Components

The Road Needs Study will include the following components:

- Visual assessment of every public road section
- Identification of surface material
- Assignment of a surface condition ranking
- Estimation of capital construction needs
- Priority rating for improvements
- Preparation of a roadway improvement plan assigning priority ratings of Now, 1-5 years, and 6-10 year
- Visual inspection of culverts (>3m span) under municipal jurisdiction
- Digital photography of the structure and key deficiencies, if any
- Estimation of maintenance and/or capital costs
- Priority rating for improvements
- Preparation of a road network map including material and condition information for all Township roads and culverts

4. Project Deliverables

The following deliverables are expected from the selected proponent as part of this project:

- 4.1 Two (2) bound copies of the Road Needs Study and Structure Inspections
- 4.2 One (1) PDF copy of the Road Needs Study and Structure Inspections
- 4.3 One (1) Excel copy of all databases and charts
- 4.4 Ten (10) hard copies of the produced Road Network Map
- 4.5 One (1) PDF copy of the produced Road Network Map
- 4.6 One (1) Presentation to Council (August 4, 2020)

5. Inquiry

Any questions regarding this proposal should be directed via email to:

Wayne Hancock
Director of Public Works
Township of Cavan Monaghan
988 County Road 10
Millbrook, Ontario, L0A 1G0
705-932-9327
whancock@cavanmonaghan.net

Questions regarding this proposal shall be received no later than 4:30 p.m. on March 27. Questions and responses shall be shared with all Consultants.



Roads Needs Study

General Conditions

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1. Contractor's Equipment

The Contractor shall ensure that any and all equipment, whether owned, rented or contracted, shall be mechanically fit and capable of performing the work specified in this request for proposal.

The Bidder shall ensure that their employees, agents or subcontractors shall be properly trained to perform the work specified in this request for proposal.

2. Occupational Health & Safety Compliance

The Contractor and their agents shall strictly adhere to all safety procedures and regulations as specified in the Occupational Health and Safety Act and Regulations together with the Township's Health and Safety Policies and Procedures.

3. Federal, Provincial, Municipal Laws

The Contractor and his/her agents shall strictly adhere to all Federal, Provincial and Municipal Regulations, Legislation and By-laws. It shall be the Contractor's responsibility to obtain the current revisions of applicable Acts, Laws and By-laws.

4. Safety Devices

The Contractor shall place, construct, erect, or otherwise put in place such safety devices as may be required to protect motoring and pedestrian traffic from risk of injury. The Contractor shall ensure that all work areas are secure before leaving the site unsupervised at any time.

5. Access to Buildings and Properties

The Contractor shall maintain access to buildings and properties in the work area.

6. Work Sites

Upon completion of the work, the Contractor shall be responsible to clean and, or, restore the site to its original condition.

7. Township of Cavan Monaghan Indemnification from Liability

The successful bidder shall indemnify and hold the Corporation of the Township of Cavan Monaghan harmless from and against any liability, loss, claims, demands, costs and expenses, including reasonable legal fees, occasioned wholly or in part by any negligence act or omission, whether willful or otherwise, by the bidder, its agents, officers, employees or other persons for whom the bidder is legally responsible.

8. Supply of Materials

The contractor shall supply all materials required to complete the work specified in the Request for Proposal. The payment provided in the Proposal shall be deemed to include full compensation for the supply of said materials.

9. Sub-Contracting

The selected consultant, who has been approved by the Council of the Township, shall be considered to be the prime contractor and shall keep the operation totally under their control and shall not assign, transfer or sub-contract any portion without the written approval of the Township. The consent of the Township for such assignment or sub-contracting shall not relieve the prime contractor from completion of the project in accordance with the terms of the contract.

Where a consultant submits a joint proposal or proposes a partnership arrangement, the consultant must assume the lead or prime contractor position. As such, the consultant will have the overall responsibility for completing the project as proposed.

10. Contract Amendments and Revisions

No amendment or revision to a contract shall be made unless the amendment is in the best interest of the Township and approved by the Township. No amendment that changes the price of a contract shall be agreed to without a corresponding change order describing the change in requirement or scope of work. Amendments to a contract are subject to the identification and availability of sufficient funds in appropriate accounts within the Township's Council approved budget including authorized revisions.

11. Method of Payment

Payment Terms shall be twenty-eight (28) days net from the date when a progress invoice is received by the Township of Cavan Monaghan. Invoices to be sent to payables@cavamonaghan.net. Payment for all the work specified in the proposal is included in the Contract Price. No separate measurement or payment will be made for individual items. The payment provided shall be deemed to include full compensation for the supply of information and materials.

The Township shall hold back 10% on each progress payment to the bidder until the end of the project such that the accumulated holdback will represent 10% of the total contract price. Upon final inspection and approval, by the Public Works Director, the 10% holdback will be released to the bidder.

12. Contract Time and Liquidated Damages**(1) Time**

Roads Need Study is to be completed by July 13, 2020. The successful proponent will present to Council at the August 4, 2020, Regular Council Meeting.

(2) Work Progress

If the contract time above specified is not sufficient to permit completion of the work by the Consultant working a normal number of hours each day or week on a single daylight shift basis. It is expected that additional and/or augmented

daylight shift will be required throughout the life of the contract to the extended deemed necessary by the Contractor to ensure that the work will be completed within the contract time specified. Any additional costs occasioned by compliance with these provisions will be considered to be included in the prices bid for the various items of work and no additional compensation will be allowed therefore.

(3) Liquidated Damage

It is agreed by the parties to the contract that in case all the work called for under the contract is not completed within the number of working days as set out herein or as extended in accordance with Section GC3.07 of the General Conditions, a loss or damage will be sustained by the Authority. Since it is and will be impracticable and extremely difficult to ascertain and determine parties hereto agree that the Contractor will pay to the Authority the sum of **\$500.00** as liquidated damages for each and every calendar day's delay in achieving completion of the work in excess of the number of working days prescribed. It is agreed that this amount is an estimate of the actual loss or damage to the Authority which will accrue during the period in excess of the prescribed number of working days.

The Authority may deduct any amount under this paragraph from any moneys that may be due or payable to the Contractor on any account whatsoever. The liquidated damages payable under this paragraph are in addition to and without prejudice to any other remedy action of other alternative that may be available to the Authority.

13. Spills Reporting

Spills or discharges of pollutants or contaminates under the control of the Contractor, and spills or discharges of pollutants or contaminants that are the result of the Contractor's operations that cause, or are likely to cause adverse effects shall forthwith be reported to the Contract Administrator. Such spills or discharges and their adverse effects shall be as defined in the Environmental Protection Act R.S.O. 1980. This reporting shall not relieve the Contractor of his/her legislated responsibilities regarding such spills or discharges.

14. Quantity Adjustments

The Township of Cavan Monaghan reserves the right to adjust the quantities of the proposal items as required to meet budgetary constraints.

15. Accessibility Standards

As part of the Township's Accessibility Policy, upon acceptance of the successful Proposal, a Township Accessibility pamphlet will be sent to the successful Bidder. The Bidder is requested to read the pamphlet and sign a form acknowledging that they have done so.