



# Mud Creek Road Access Study Request for Proposals

Prepared by: The Corporation of The Township of Billings  
July 14, 2025  
RFP No: 2025-02

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## BACKGROUND

The Township of Billings is a single-tier municipality located on Manitoulin Island with a permanent population of approximately 753 – a population that expands by approximately threefold in the warmer months, because of cottage, recreation, and tourism activities.

Mud Creek Road runs South from the 8<sup>th</sup> Concession until it meets the shore of Lake Kagawong in the vicinity of the mouth of Mud Creek. At that point, the road turns generally east, crosses Mud Creek via Mud Creek Bridge and continues around the shoreline of Lake Kagawong, eventually heading roughly Southwest. The total road length beyond the bridge is approximately 4.7 km.

Mud Creek Road and bridge provide access to approximately 25 shoreline properties, as well as several rural or “bush” lots. The existing bridge is at end-of-life, and the road, especially beyond the bridge, is sub municipal Class 6. The Township needs to find the most cost-effective solution to address the existing bridge’s end-of-life condition, while also improving the overall road condition. This may involve bridge replacement, or it may involve a different access route.

### General Project Location



## SCOPE OF WORK

The successful proponent will provide engineering services in the form of investigation and analysis of the feasibility of alternative ways to provide access to the properties currently accessed by Mud Creek Road and Mud Creek Bridge. The investigation and analysis are expected to involve both field work and “desktop” assessment. These alternatives include:

1. Replacing the Mud Creek Bridge, which is at end-of-life, and continuing to access from the 8<sup>th</sup> Concession.

2. Accessing Mud Creek Rd. via a new road from Jerusalem Hill Rd. There are 2 municipal road allowances (4<sup>th</sup> Concession and 6<sup>th</sup> Concession) that could potentially be used for this alternative, with pros and cons to the use of each.

The analysis will result in a report that provides the major project components required for the implementation of any/all potential alternatives, comparative Class D estimates (+/- 25%) for these alternatives, and finally, the recommended solution.

## PROCUREMENT TIMELINE

| Procurement Milestone                       | Date              | Time (If Applicable) |
|---|-------------------|----------------------|
| RFP Release                                 | July 14, 2025     |                      |
| Intent to Respond & Site Visit Reg Deadline | July 30, 2025     | 4:00 pm              |
| Planned Site Visit                          | August 6, 2025    | 1:00 pm              |
| Enquiries Deadline                          | August 20, 2025   | 4:00 pm              |
| Submission Deadline                         | August 25, 2025   | 2:00 pm              |
| Anticipated Award                           | September 2, 2025 |                      |
| Anticipated Draft Report and Recommendation | November 5, 2025  |                      |
| Anticipated Final Report and Recommendation | November 19, 2025 |                      |

Please note that the site visit is a mandatory component of this process, as is registering intent to respond.

## SUBMISSIONS

Submissions will be received in **hard-copy format only**, (no electronic submissions), and should be in a sealed envelope, clearly indicating they are in response to RFP 2025-02

### Address

Township of Billings  
15 Old Mill Road  
P.O. Box 1092  
Kagawong, ON  
P0P 1J0

Submissions must include a letter of transmittal, one (1) copy each of the completed bid form (Appendix A), and the Irrevocable Offer (Appendix B), AND four (4) copies of the proposal.

Proposals submitted on time will be opened immediately following the deadline. This is a public process, but only the proponent's names will be stated/recorded. (there will be no release of pricing or evaluation information at this time.

## INQUIRIES AND PROJECT CONTACT INFORMATION

Proponents are encouraged to obtain a clear understanding of the requirements prior to submission. Those wishing to participate are always responsible for notifying the contact(s) listed below, in writing, of any errors or omissions contained within the submitted documents. The Township will make every effort to provide written responses to all inquiries received, through the addenda process outlined below.

All inquiries concerning this **Proposal, including specifications, process and results** are to be directed, **in writing** (email), to:

The **Municipal Project Manager, The Township of Billings**: [tgordon@billingstwp.ca](mailto:tgordon@billingstwp.ca).

- Inquiries must not be directed to any other municipal employee, unless explicitly instructed to do so by the Municipal Project Manager (MPM), or CAO/Clerk.
- No inquiries or clarification requests will be addressed by telephone.
- Questions are due by August 20th, 2025, such that they can be addressed through addenda if/as needed.

## ADDENDUM/ADDENDA

Addenda, if required, will be issued by the Municipal Project Manager, or other designated municipal staff, and shared with those proponents who have registered their intent to submit a proposal AND have sent a representative to attend the mandatory site visit. Any addenda issued will be considered to have modified the RFP accordingly. Failure to acknowledge addenda issued may result in a non-compliant proposal. The Township of Billings will assume **no** responsibility for oral instructions or suggestions. **It is the responsibility of the Proponent to have reviewed and understood all addenda that have been issued by the municipality.**

## PROPOSAL CONTENT

Proposals must include the following (failure to comply with these requirements may result in a rejected proposal):

1. Letter of transmittal, signed by an official authorized to negotiate and make commitments on behalf of the company.
2. Company profile, including:
  - a. Contact Information
  - b. A brief company description, including specialties, and key staff, as they relate to this project.
3. Detailed description of consultant's understanding of the scope of work, including:
  - a. Overall methodology/Approach
  - b. Project components/stages
  - c. Timeline with key milestones and client communication approach with anticipated key meetings.
4. A completed Proposal Form (Appendix A in this document), and Irrevocable Offer (Appendix B in this document).
5. Three (3) examples, on no more than one sheet, of similar projects completed within the last 10 years, with:
  - a. Brief project description (including client name)
  - b. Project fee value
6. Three (3) current or former client references with
  - a. Contact info
  - b. Brief of type(s) of work performed

### Note:

- Proponents should indicate how much time they anticipate being in the field versus in-office work.
- Any additional information thought to be relevant beyond the categories listed in #3 above, should be provided as an appendix to the proposal.

- Client references can be the same as example projects. However, if this is the case, proponents should clearly indicate this, and full contact information should be provided.

### Cost Proposal

- All prices proposed must be in Canadian currency

## EVALUATION OF SUBMISSIONS

**Note:** The lowest cost or any other proposal will not necessarily be accepted.

The Township will evaluate proposals and will select the proposal that best meets its interests. The selection committee will consist of representatives from The Township staff and any other individuals that The Township considers relevant and useful for the review and selection process. Submissions will be evaluated based on the following criteria and point system.

### Evaluation Criteria

All proposal submissions **must** clearly address the RFP response requirements and the terms and conditions stated in this RFP. While the cost quote of proposals is obviously important, proposals will be assessed using additional criteria including the following:

- Project team experience and references
- Demonstrated project understanding, including timeline, milestones and client communication plan
- Any value-added/innovation/alternative that suggests a positive impact on project outcome
- Overall proposal quality and clarity
- Cost

### Evaluation Matrix

| Criteria                              | Points |
|---------------------------------------|--------|
| Project Team Experience               | 20     |
| Demonstrated Project Understanding    | 30     |
| Value-Added, Innovation, Alternatives | 10     |
| Overall Proposal Quality and Clarity  | 10     |
| Cost                                  | 30     |
| Total                                 | 100    |

## TERMS AND CONDITIONS

1. The Township will be the sole judge of their own best interests, the proposals, and the resulting contract. The decision made by The Township is final.
2. Selection of the successful Proponent will be based on the proposal that provides the best value for the township.
3. Proposals that are not signed will be rejected. Signing of proposals shall be in the form set out in the Proposal Form (Appendix A), which shall be attached to the proposal. If the Proponent of a proposal is an incorporated company, the proposal must be executed by the signing officer(s) of the company with the company seal placed beside the signature(s). If the Proponent is not an incorporated company, the Proponent must sign his or her own name in the presence of a witness who should then sign beside the Proponents.



4. The lowest or any proposal will not necessarily be accepted, even if there is only one proposal.
5. Proponent presentations may be requested, from one or more Proponents, at The Township's sole discretion, to provide The Township with a final opportunity to gain additional, or more detailed, information about the proposed services. New services cannot be brought forward during the presentation.
6. The Township reserves the right to accept or reject any or all proposals or parts of proposals, to order additional units at the price submitted, or to accept any proposal considered in its best interest, and to request re-proposals on the required materials and/or services.
7. The Township reserves the right to waive irregularities and technicalities and to do so at its sole discretion.
8. Proposals submitted shall be final and may not be altered by subsequent offerings, discussions, or commitments unless the Proponent is requested to do so by The Township.
9. The Township reserves the right to award the proposal on a split-form basis, lump-sum or individual item basis, or such combination as shall best serve the interests of The Township in the opinion of The Township.
10. Should The Township determine that all proposals submitted are non-compliant, or none of the proposals meet the goals of the project, The Township may carry out a process whereby all Proponents are allowed the opportunity to correct their proposal without a change in pricing.
11. The Township reserves the right to include consideration of any outstanding claims against or by The Township, any record of poor performance with The Township and the appropriateness of any key personnel in evaluation of any proposal and to reject any proposal based on record of past poor quality of service, claims and disputes or difficulties related to proceedings in completed past projects of The Township.
12. The Township reserves the right to award the contract in whole or in part, to one or more Proponents based on their submissions, or reject all submissions.
13. All terms and conditions of this RFP are deemed to be acceptable by the responding company and incorporated by reference in their proposal, except for those expressly challenged by the responding company in their proposal.
14. Proponents shall not undertake an assignment that actually or potentially creates a conflict-of-interest with the provision of the services without disclosing the conflict of interest or potential conflict of interest to The Township.
15. At the time the proposals are received, the name of each Proponent/bidder (only) will be released. Proposals will be reviewed by committee and a recommendation will be made, through staff report, to Council at a subsequent meeting of Council.
16. Proposals shall remain valid for sixty (60) days after the date of proposal submission prescribed by The Township.
17. The Township will not be responsible for any cost incurred in the preparation and submission of the proposal.
18. All proposals and accompanying documentation received under this proposal will be the sole property of The Township and will not be returned.
19. Should the successful Proponent's performance be deemed unacceptable, The Township reserves the right to cancel any agreement under this proposal with thirty (30) days' notice.
20. Proponents are strictly prohibited from making public announcements or issuing news releases regarding this RFP, any subsequent award or contract, any information disclosed by The Township during the RFP process, or any information, documentation or opinion disclosed by The Township or created through the scope of work associated with this award without prior approval, in writing, provided by The Township.

## Provisions of Federal and Provincial Law

21. Each submission and the project itself are subject to the provisions of all applicable laws, including, but not limited to, the following:
- a. The Municipal Act and its regulations.
  - b. The Municipal Freedom of Information and Protection of Privacy Act and its regulations.
  - c. The Occupational Health and Safety Act and its regulations.
  - d. The Workplace Safety & Insurance Act and its regulations.
  - e. The Canadian Environmental Protection Act and its regulations.
  - f. The Drainage Act and its regulations.

## Express Declaration and Warranty

22. Each Proponent is deemed to expressly declare and warrant the following in the proposal:
- a. The prices in this proposal have been determined independently from those of any other Proponent.
  - b. The prices in this proposal have not been knowingly disclosed by the Proponent and will not knowingly be disclosed by the Proponent prior to award, directly or indirectly, to any other Proponent or competitor.
  - c. This proposal is in all respects fair and without collusion or fraud.
  - d. All materials and/or services proposed to be supplied to The Township conform in all respects to the standards set forth by federal and provincial agencies.
  - e. They are competent to perform the work described in this RFP.
  - f. They have the necessary qualifications, including knowledge, skill, and experience to perform the work together with the ability to use those qualifications effectively for that purpose.
  - g. They shall supply everything necessary for the performance of the work/works.
  - h. They shall carry out the work in a diligent and efficient manner.
  - i. They shall ensure the work is of proper quality, material, and workmanship; is in full conformity with the specifications; and meets all other requirements of this RFP and any subsequent proposal.
  - j. The Proponent waives all rights of lien which might arise in relation to any proposal from this RFP.
  - k. The Proponent has, and follows, a health and safety plan for employees and representatives who will be present on the property of The Township as part of any proposal arising from this RFP.
  - l. The Proponent confirms that the price proposed is an upset limit above which The Township is not required to pay and that, where there is uncertainty as to the price proposed, the unit price shall govern.

## Offers and Contracts

23. The Proponent is required to sign Appendix B, Irrevocable Offer, which the Township may or may not accept at its sole discretion. Based on the irrevocable offer, the chosen proponent will enter a contract with The Township, and that process may involve negotiation.
24. Where any breach of the terms of that contract should occur, The Township shall review all legal remedies available to it and use any appropriate remedies to protect the interest of The Township, including lawsuit or application before the appropriate court or tribunal. All Proponents in response to this RFP hereby acknowledge and attorn to the jurisdiction of the choice of The Township in any such legal process.



25. All Proponents, including those outside the Province of Ontario, agree that the rights of all parties shall be governed by the laws of the Province of Ontario and that the venue for dispute shall be within the Province of Ontario. Proponents must be able to demonstrate their ability to perform the work under the law of the Province of Ontario and provide such security as might be required and enforceable under the law of the Province of Ontario.
26. Neither party shall be held responsible for any remedy arising from delay or failure to perform obligations under this RFP or the project when such delay or failure is due to fires, strikes, floods, acts of God or the King's enemies, lawful acts of public authorities, or delays or defaults caused by common carriers, which cannot be foreseen or provided against.
27. The submission of a proposal shall be deemed conclusive proof that the Proponent has satisfied itself as to all the requirements set out in the RFP, all the conditions which may be encountered, what materials and/or services he/she will be required to supply, or any other matter which may enter the carrying out of the project. Therefore, no claims will be entertained by The Township based on the assertion by the Proponent that it was uninformed as to any of the requirements of the proposal.
28. In case of a default of performance of the project, The Township reserves the right to transfer the project to another source. All additional expenses arising from such transfer will be charged to the original Proponent and are due forthwith.

#### Non-Assignment

29. The Proponent may not assign this proposal or any work to be performed under this proposal without the prior written consent of the Owner.
30. Should written consent be granted for assignment, this shall not under any circumstances relieve the Proponent of his/her liabilities and obligations under this Proposal and shall be within the sole and unfettered discretion of the Owner.

#### Township Not Employer

31. The Proponent agrees that The Township of Billings is not to be understood as the employer to any successful Proponent nor to such Proponent's personnel or staff for any work, services, or supply of any products or materials that may be awarded as a result of this Proposal document. It is understood that the successful Proponent will act as an independent contractor.

#### Confidentiality of Information

32. All correspondence, documentation and information provided to staff of The Township of Billings by any Proponent in connection with, or arising out of this RFP, and the submission of any Proposal will become the property of the Township of Billings and as such is subject to the Municipal Freedom of Information and Protection of Privacy Act (MFIPPA), and may be released, pursuant to the Act. The Proponent's name at a minimum shall be made public upon request.
33. The content of this RFP shall not be used, disclosed, or duplicated for any purpose other than to prepare a response. The Proponent shall keep The Township of Billings data confidential and shall not disclose its content to any other party, other than to those internal employees or agents responsible for preparing a submission, without the prior written approval of The Township of Billings.
34. Receipt of this RFP does not entitle the Proponent to associate its services with the Township of Billings in any way, nor represents in any way endorsement of a potential Proponent's services by The Township.
35. All proposals will be kept confidential during the evaluation phase, except for the Proponent name, and overall bid amount (as above).

36. With respect to MFIPPA, Proponents are advised to identify in their proposal material, any scientific, technical, commercial, proprietary, or similar confidential information, the disclosure of which could cause them injury. Otherwise, any information in the Proponents' submissions that is not specifically identified as confidential will be treated as public information. All correspondence, documentation and information provided to the Evaluation Team may be reproduced for the purpose of facilitating RFP submission evaluations.

#### Intellectual Property

37. Title and intellectual property interest (IP) to the work described in the RFP, and any part thereof, vests in The Township upon delivery and acceptance thereof by or on behalf of The Township.
38. The risk of loss or damage to the work/works or part thereof so vested shall remain with the successful Proponent until its delivery of the work in full.
39. Any vesting of title or IP shall not constitute acceptance by The Township of the work/works and shall not relieve the successful Proponent of its obligation to perform the work/works.

#### Indemnification, Insurance and Liability

40. The successful Proponent shall indemnify and save harmless The Township and its employees and agents against any claim, action, suit or other proceeding for any payment or enforcement of any right or remedy that results from or is alleged to result from the creation of or provision of the work/works or the use or disposal of anything furnished in relation to the work/works.
41. The successful Proponent shall be required to provide proof of Professional Liability Insurance.
42. The successful Proponent will be required to hold Commercial General Liability Insurance, structured on a "per occurrence" basis, and motor vehicle liability, in the amount of no less than five million (\$5,000,000.00). The Township shall be named as an additional Insured on the Commercial General Liability policy.
43. WSIB coverage shall be provided as required by or available under law, and a valid WSIB Insurance certificate will be shown to the Township before The Township shall enter a contract in relation to this Request for Proposal.
44. Additional insurance may also be required, depending on the nature of bids submitted. Policies shall be in a form satisfactory to The Township and shall be kept in full force during the complete project period.
45. The successful Proponent shall provide evidence of all insurance coverages required by The Township.

#### Conflict of Interest

46. We require verification that the Proponent is not working for any client or engaged in any activity that may result in a conflict-of-interest situation. Each Proponent, and any subcontractor, must make full disclosure of any conflicts of interest. Disclosure, if any, must be made in writing and accompany the Proponent's proposal submission. Signature on the Proposal Form, without further explanation will be interpreted as certification that:
  - a. That no person either natural or body corporate, other than the Proponent, has or will have any interest or share in this proposal or in the proposed contract.
  - b. There is no collusion or arrangement between the Proponent and any other Proponent(s) in connection with this project.
  - c. The Proponent has no knowledge of the contents of other proposals and has made no comparison of figures or agreement or arrangement, express or implied, with any other party in connection with the making of the proposal.

## APPENDIX A: PROPOSAL FORM

The Corporation of The Township of Billings, Request for Proposal for Mud Creek Road Access Study.

RFP Number: 2025-02

The Proponent has carefully examined the conditions and specifications attached and referred to in this contract and has examined the site and work locations and understands and accepts the said conditions and specifications. Furthermore, at the prices set forth in this proposal, the Proponent hereby offers to furnish all labour, equipment, and materials, except as otherwise specified in the contract, to complete the work in strict accordance with said conditions and specifications.

Proponents must complete this form and include with the proposal submission. Please ensure all information is legible:

Company Name: \_\_\_\_\_  
 Contact Individual: \_\_\_\_\_  
 Office Phone #: \_\_\_\_\_  
 Cellular Phone #: \_\_\_\_\_  
 Fax #: \_\_\_\_\_  
 E-Mail Address: \_\_\_\_\_

Postal Address:

|                      |  |
|----------------------|--|
| Street # or PO Box # |  |
| Street Name          |  |
| Community            |  |
| Postal Code          |  |

1. I/We hereby submit the attached proposal documents to satisfy the requirements as described in this Request for Proposal issued by The Township.
2. I/We agree that we have reviewed and understood the proposal documents and I/We are capable and qualified to perform the requirements of the contract and enter into a legal agreement with The Township in regard thereto. Where the proposal is submitted by a corporation, it shall be signed and duly authorized officer of the company. Should the proposal be submitted by a partnership or proprietor, it shall be signed by the partners or owner.
3. It is also agreed that, upon acceptance in writing by The Township, through the Proposal Form, the Request for Proposal documentation will become the "Agreement for the performance of the work" between the Proponent and The Township, unless and until a mutually acceptable alternative contract is signed by both parties.
4. I/We agree that this offer shall be irrevocable from the time the proposals are opened and for a period of 60 calendar days.

5. I/We (the Proponent) promise to perform the work without undue delay and complete the analysis of alternatives, recommendations, and reporting, including providing an Opinion of Probable Cost, by November 19, 2025.
6. The Proponent offers to provide the services detailed within the proposal package to the acceptance of The Township for the following upset cost limit.

|                   |  |
|-------------------|--|
| Professional Fees |  |
| HST               |  |
| Total Upset Cost  |  |

**QUOTATION SUBMITTED BY:**

The undersigned affirms that he/she is duly authorized to execute this proposal, including cost quotation, and that all costs associated with this quotation have been submitted.

**BIDDER'S SIGNATURE**


---

**NAME AND POSITION (print):**


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(If corporate seal is not available, documentation should be witnessed)

**WITNESS SIGNATURE:**


---

**WITNESS NAME & POSITION**


---

**DATED AT (location):**


---

**DATE:**


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## APPENDIX B: IRREVOCABLE OFFER

### Form of Irrevocable Offer

The signing of this proposal, for and on behalf of The Township, shall constitute a binding contract between The Township and the Proponent signing below.

This agreement may be delivered by fax or email upon acceptance of quotation. Each party can sign a separate copy of this agreement.

I hereby offer to provide the requirements under this RFP to The Township in accordance with the terms set out in this proposal as well as in the RFP including the requirement for and acceptance of a formal contract acceptable to The Township. I also agree that this irrevocable offer shall be open to acceptance by The Township for a period of sixty (60) days from the closing date for the receipt of proposals.

### Signatures

#### **The Proponent**

By: \_\_\_\_\_ (enter name and title) Date: \_\_\_\_\_

I have the authority to bind the Corporation

And (if required/applicable),

By: \_\_\_\_\_ (enter name and title) Date: \_\_\_\_\_

I have the authority to bind the Corporation

#### **The Corporation of The TOWNSHIP OF BILLINGS**

By: \_\_\_\_\_ Bryan Barker, Mayor. Date: \_\_\_\_\_

By: \_\_\_\_\_ Veronique Dion, CAO/Clerk. Date: \_\_\_\_\_