

REQUEST FOR QUOTATION
ASPHALT PATCHING PROJECTS 2021

Quote No.

2021-005

Bid Closing: April 29, 2021

Joie de vivre



www.westnipissingouest.ca



West Nipissing Quest

**MUNICIPALITY OF WEST NIPISSING
ASPHALT PATCHING PROJECTS**

**SECTION 1.0
INSTRUCTION TO BIDDERS**

INVITATION TO QUOTE

The Municipality of West Nipissing is seeking qualified contractors to supply labour, material and equipment for asphalt repair of road cuts. Located at various locations in the Municipality of West Nipissing.

Owner: Municipality of West Nipissing
101-225, Holditch St.
Sturgeon Falls, On P2B 1T1
Phone: 705-753-2250
Fax: 705-753-3950



BID SUBMISSION

- 1.0)** Bid documents must be returned in a sealed envelope clearly marked “Asphalt Patching” complete with bidder’s Company name and Bid reference number to the exterior drop box at the Municipality of West Nipissing town hall, 101-225 Holditch Street, Sturgeon Falls, Ontario P2B 1T1, before 9:30 AM (local time) on April 29, 2021 (the “Official Closing Time”).
- 1.1)** The drop box will be opened immediately after the official closing time. Only bids collected from the drop box will be accepted.
- 1.2)** Bids submitted by facsimile or electronically will not be considered.
- 1.3)** All pages contained in the bid documents form an integral part of this bid.
- 1.4)** The lowest or any bid will not necessarily be accepted. The owner may decide, at its sole discretion, that no bid submitted will be accepted and no contract will be awarded pursuant to this bid process. If the owner elects to reject all bids, all bidders will be notified and the owner will not be liable to any bidder in preparing the bid, damages, loss of anticipated profit in connection with the work, or any matter whatsoever.
- 1.5)** Bidders are advised that the Municipality functions through its Policy No. 2006-332 “Validity of Tenders” and by its By-Law No 2016-89 (including the most current amendments), “By-law to Establish Purchasing Policies and Procedures for the Municipality of West Nipissing” (Purchasing By-Law).
- 1.6)** Bidders are required to check the Municipality of West Nipissing website for addenda issued before the closing date and time. If the contract administrator determines that an amendment is required to the bid documents, the contract administrator will prepare an addendum and post it to the Municipality of West Nipissing website.
- 1.7)** Partial or incomplete bids will not be considered.
- 1.8)** In case of a corporation that has a corporate seal, the corporate seal shall be affixed to the bid form.



QUESTIONS AND CLARIFICATIONS

- 2.0)** Enquiries, request for explanation, interpretations or clarifications must be submitted by email to the Manager of Public Works, Shawn Remillard (sremillard@westnipissing.ca). Only those inquiries submitted by email will be considered. Emails submitted must include the bid title and bid reference number.
- 2.1)** Enquiries will be received up to 4:00 p.m. local time on April 22, 2021. Enquiries received after the date and time noted will not receive a response.

BID OPENING

- 3.0)** Bids will be opened immediately after Bid Closing time. Only the names of the Bidders, bid price and the required bid security will be disclosed. Bid opening will be available via live stream on the Municipality's web site.
- 3.1)** Bid received after the official closing time is considered LATE, and will not be accepted and will be returned unopened to the bidder.

ADJUSTMENT OR WITHDRAWAL OF BIDS

- 4.0)** Adjustment by telephone, facsimile or letter for a bid already received will not be considered. A bidder desiring to make adjustment to a bid must withdraw the submission and/or supersede it with another offer.
- 4.1)** Bidders may withdraw its bid at any time prior to closing provided the withdrawal:
- i) is in the form of a letter and,
 - ii) state the name of the bidder and clearly identifies the bid that is being withdrawn and;
 - iii) is signed by the bidder's duly authorized signing officer;

EXAMINATION OF SITE CONDITIONS

- 5.0)** It is the responsibility of the bidder before submitting a bid to carefully examine the site of the proposed work. Bidders shall fully informed themselves as to the existing site conditions and limitations to determine all factors relating to the place of work that may affect the

performance of the work, conditions such as weather and availability of labor, the ground, quality and quantity of the material to be encounter, the equipment and facilities needed preliminary to and during the execution of the work, the general local conditions, and all matters which are necessary for the full and proper completion of the work and the conditions under which it will be performed.

- 5.1)** Any failure to fully investigate the sites of the work or the foregoing conditions shall not relieve the bidder from his responsibility for estimating properly the difficulty or cost of successfully performing the work. Neither the owner, nor any of his representative or agents, assumes any responsibility for the accuracy of site information indicating in the bid documents and the bidders must evaluate such information relative to the actual conditions at the place of the work.

DOCUMENT DISCREPENCIES AND OMISSION

- 6.0)** Bidders are responsible to review the bid documents and to verify they are complete. If the bidder finds discrepancies or omissions from the drawings, specifications and other documents, the bidder should submit a written request for correction to the contract administrator. Written request for corrections must be received no later than three (3) days prior of bid closing date. Any required correction, addition, deletion or revision to the bid documents will be by written addenda to the bid documents issued by the contract administrator by posting to the Municipality of West Nipissing website.

INSURANCE

- 7.0)** The successful bid shall, within (7) calendar days after receipt of the owner's notice of award, deliver to the owner two (2) copies of certificates attesting to the fact that the required policies of insurance have been obtained by the bidder.
- 7.1)** Required insurance shall include a policy of General Liability Insurance as well as Automobile Liability Insurance having limits of not less than \$2,000,000 inclusive per occurrence for bodily injury, death, and damage to property.
- 7.2)** The general policy shall include the Municipality of West Nipissing as a Third Party on this policy as an additional insured, but only in respect of and for the duration of this project.



West Nipissing Quest

**MUNICIPALITY OF WEST NIPISSING
ASPHALT PATCHING PROJECTS**

**SECTION 1.0
INSTRUCTION TO BIDDERS**

PRE-QUALIFICATION OF CONTRACTOR

- 8.0)** Contractor or all sub-contractors working for the contractor must pre-qualify with the Municipality of West Nipissing health and safety officer before starting work. Risk Management and Mitigative measures Policy and Procedure regarding COVID-19 shall be submitted and approved.

QUOTE FORM

- 1.0)** I/we recognize the right of the owner to reject any and all bids for any reason without explanation and that the lowest bid may not be necessarily be accepted.
- 1.1)** I/we understand that my/our bid will be subject to rejection unless it is prepared in strict accordance with all the requirements of the bid documents.
- 1.2)** All pricing shall be in Canadian funds, all applicable taxes included with the exception of HST which will be considered as extra to the cost.
- 1.3)** I/we hereby acknowledge receipt of the following addenda ____ to ____ forming part of the bid documents **(If none have been received, write the word none)**
- 1.4)** If a discrepancy is found in the bid form between the unit price and the total amount, the unit prices shall be considered as representing the intention of the bid.
- 1.5)** I/we agree to furnish the following information in addition to the signed contract, all within ten (10) days from the date of acceptance.
- i) Shall deliver to the owner a certificate of insurance as specified in the bid document.
 - ii) Shall deliver to the owner H&S manual, WSIB certificate and MSDS sheets as specified in the bid document



FORM OF QUOTE

Having carefully examined the site and all conditions affecting the proposed work as well as the Quote Document including the specifications, all addenda and the instruction to bidders, I/we, undersigned, hereby offer to furnish all necessary labour, materials, supervision, tools, equipment, traffic control etc. required to complete all preparation and work requisite for the proper execution of this contract, expeditiously and in the satisfactory manner and accept in full payment therefore the price per unit of:

DESCRIPTION	UNIT	ASPHALT PAVER UNIT PRICE	HAND WORK UNIT PRICE	TOTAL UNIT PRICE
SP12.5 60 mm thick	square metre			

Provisional Unit Price

DESCRIPTION	UNIT	ASPHALT PAVER UNIT PRICE	HAND WORK UNIT PRICE
SP12.5 90 mm thick	square metre		

***NOTE: Award will be on combined total of Paver and Hand Work at 60mm Unit price.**



West Nipissing Ouest

**MUNICIPALITY OF WEST NIPISSING
ASPHALT PATCHING PROJECTS**

**SECTION 2.0
BID FORM**

Signatures:

Contractor full business name:

Contractor full business mailing address:

Phone No: _____ Fax No: _____

Email: _____

Signature: _____

I have the authority to bind this company/corporation

NAME: _____ (Please Print)

TITLE: _____ (Please Print)

Dated at _____ this _____ day of _____, 2021

CORPORATE SEAL:



**MUNICIPALITY OF WEST NIPISSING
ASPHALT PATCHING PROJECTS**

**SECTION 2.0
BID FORM**

APPENDIX "A"

PREVIOUS EXPERIENCE

Please indicate three (3) past/current related work experience

All bidders must demonstrate similar experience by providing references from a government/public sector entity of similar nature. Bidders without or with insufficient government/public sector experience may be disqualified. Past experience with the Municipality will also be considered. Prior poor performance with the Municipality may result in disqualification. Decisions of disqualification by the Municipality will be deemed final and will be given to the bidder in writing.

<p><u>Reference#1</u></p> <p>Project Title & brief description of work: _____ _____</p> <p>Project start date: _____ Project end date: _____</p> <p>Total value of contract awarded: \$ _____</p> <p>Owner or Contractor who awarded contract: _____</p> <p>Contact person: (Full Name) _____ Phone: _____</p>

<p><u>Reference#2</u></p> <p>Project Title & brief description of work: _____ _____</p> <p>Project start date: _____ Project end date: _____</p> <p>Total value of contract awarded: \$ _____</p> <p>Owner or Contractor who awarded contract: _____</p> <p>Contact person: (Full Name) _____ Phone: _____</p>



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**MUNICIPALITY OF WEST NIPISSING
ASPHALT PATCHING PROJECTS**

**SECTION 2.0
BID FORM**

APPENDIX "A"

PREVIOUS EXPERIENCE

<p><u>Reference#3</u></p> <p>Project Title & brief description of work:</p> <p>_____</p> <p>_____</p> <p>Project start date: _____ Project end date: _____</p> <p>Total value of contract awarded: \$ _____</p> <p>Owner or Contractor who awarded contract: _____</p> <p>Contact person: (Full Name) _____ Phone: _____</p>

HEALTH & SAFETY

- 1.0) General:** Contractor must comply with the Occupational Health and Safety Act (OHSA), the Regulations for Construction Projects, the Municipality of West Nipissing safety policy and as well as complying with the prescribed requirements legislated in the Regulations for Industrial Establishments.
- 1.1) Competent person:** Contractor is responsible using their training, knowledge and experience to protect the health and safety of their workers and others, reporting to their supervisor the absence of, or defect in any protective equipment or device, and reporting to their supervisor, any circumstances or conditions that may limit their ability to comply with the requirements of the OHSA and the Municipality of West Nipissing Safety policy.
- 1.2) Equipment & tools:** All equipment and tools used by the contractor shall conform to Canadian Standards Association (CSA) or manufacturer specifications. The Municipality of West Nipissing reserves the right to prohibit the use of any equipment and methods or practices that do not conform to acceptable standards. Defective equipment and tools shall be removed from the work site premises immediately.
- 1.3) PPE:** All workers must wear appropriate CSA approved eye protection, hearing protection, CSA approved hard hats, CSA approved foot protection and CSA approved gloves at all time while working on the job site.
- 1.4) WHMIS:** No hazardous material is to be stored or used on work site by the contractor unless the prescribed requirements concerning labelling material safety data sheets (MSDSs) and worker instruction and training are met.
- 1.5) MSDS:** Material safety data sheets for all hazardous products shall be kept on site.
- 1.6) Proof of training:** The contractor shall submit within five (5) calendar days after the contract award, copies of WHMIS, copies of health and safety awareness, first aid certificate and certificates pertaining to the work being done for all workers working on the job site.
- 1.7) Reporting:** Contractor must report immediately to the contract administrator all workplace incidents, near misses, injuries and illnesses and environmental damages. Contractor shall also report accidents/incidents to the ministry of labour or any other appropriate authority required by legislation.

- 1.8) Supervision:** Contractor shall comply with OHS regulations.
- 1.9) Health & Safety Station:** Contractor shall provide at all time a dedicated station for workers to have access to the contractors H&S manual, the emergency response plan, the OH&S Pocket book, MSDS sheets, WSIB information, Eye wash stations and emergency aid kit.
- 1.10) WSIB:** Contractor shall provide the Municipality with a current WSIB Clearance Certificate within five (5) days of contract award.
- 1.11) COVID-19:** Contractor shall provide the Municipality with a current physical distancing policy and mitigative risk management strategies implemented to avoid exposure to COVID-19
- 1.12) PANDEMIC:** The Municipality reserves the right to cancel and/or postpone this contract at any time as a result of the current and ongoing COVID – 19 Pandemic

WORKMANSHIP

- 2.0)** Workmanship shall be of the best quality, executed by workers qualified, experienced and thoroughly skilled in the respective duties for which they are employed.
- 2.1)** Decision as to the quality or fitness of workmanship in case of any dispute rests solely with the contact administrator, whose decision is final.
- 2.2)** The contractor shall follow the specification of the Ontario Provincial Standards for roads and Public Works (OPS).

WORK WARRANTY AND MATERIAL WARRANTY

- 3.0)** During the warranty period, the contractor agrees to restore defective work to the standard of the bid documents or manufacture specifications without cost to the Municipality of West Nipissing, including material and labour, for a period of 1 year after acceptance of the work. Failure to honour the warranty period may result in suspension of bidding privileges in future years.
- 3.1)** Contractor will be informed of any unsatisfactory performance, as identified by the Manager of Public Works and be given a reasonable opportunity to remedy. Unresolved unsatisfactory performance issues may result in termination of the remainder of the contract.



- 3.2)** The Municipality reserves the right to disqualify a contractor due to the Bidder's past performance on previous contracts awarded, failure to complete awarded work, or termination of previous contracts.

COMPLETION AND FINAL INSPECTION

- 4.0)** When satisfied that the work is complete, the contractor shall make a written request to the contract administrator for an inspection. Within five (5) calendar days of receipt of request, the contract administrator and the contractor shall jointly inspect the work. If the contractor provides sufficient notice to the Municipality, granular base and compacted asphalt thickness can be inspected during paving.
- 4.1)** Deficiencies, if any, shall be noted, and a list shall be prepared and issued by the contract administrator.
- 4.2)** The contractor shall correct deficiencies as listed at no cost to the Municipality of West Nipissing, and notify the contract administrator for a final deficiency inspection.

WORK IN PROGRESS

- 5.0)** The contractor shall adequately protect completed work and/or in progress. Completed work shall be removed if damaged due to failure in providing such protection. Replace or repair damaged work as directed by the contract administrator at no extra cost.

ENVIRONMENTAL PROTECTION

- 6.0)** Contractor shall be responsible to minimize erosion and sediment runoff resulting from his operations.
- 6.1)** Contractor shall be responsible to supply and install any appropriate sediment control measure to prevent sediment runoff from entering any watercourse within or downstream of the working area.

RESTORATION OF SITE

- 7.0)** The contractor shall be responsible for the condition of the job sites while completing his work.
- 7.1)** Construction site used by the contractor shall be restored to its original conditions after the contractor has completed the work. All affected areas shall be returned to its original conditions including but not limited to: grading, topsoil, grass, pavement, fencing etc.



TEMPORARY SERVICE AND FACILITIES

- 8.0) Public safety:** The contractor shall provide, erect and maintain adequate temporary hoarding, barricades, warning signs, and lights where required for the protection of the public at all time.
- 8.1) Electrical Service:** Electrical service required for the contract by all trades shall be furnished and paid for by the contractor.
- 8.2) Temporary Water Supply:** Water supply required for the performance of the contract by all trades shall be furnished and paid for by the contractor.
- 8.3) Temporary Toilets:** Provide toilet accommodation sufficient for all personnel on site.
- 8.4) Construction Debris:** Contractor shall provide adequate portable facilities, on a continuous basis, for garbage and construction debris collection and removals for the sub trades.
- 8.5) Temporary facilities:** Temporary facilities, toilets, barricades, storage containers, utilities and other construction of temporary nature shall be included in the contract price and removed from site once work is completed.

SPILL REPORTING

- 9.0)** Spills or discharge of pollutants or contaminants under the control of the contractor shall be immediately reported to the Ministry of Environment.

PRIVATE LAND

- 10.0)** The contractor shall not enter private lands adjacent to the construction working area without the written consent of the contract administrator.

MAINTAIN TRAFFIC AND ACCESS

- 11.0)** The contractor or his sub-contractor shall not close or obstruct access to the public and shall not place or store material or parked vehicles or equipment on public roads.

PAYMENT

- 12.0)** All Invoices submitted by the contractor must show the project/Road name, the bid reference number, the PO number, and the Contract administrator's name.



- 12.1)** All invoices must have a purchase order number per cut. Only patching of cuts that have been authorized by purchase order will be paid. Invoice must identify purchase order, location of cut, and size of patch (in square metres).
- 12.2)** Change orders will only be processed if submitted with a change order notice signed by the contract administrator.
- 12.3)** Only original copy of invoices will be processed for payment.
- 12.4)** Progress payment shall be as per general conditions stipulated in the contract document.
- 12.5)** The contractor shall provide a Statutory Declaration for the second and subsequent claims, indicating that all accounts for labour, subcontracts, products, construction machinery and equipment and other indebtedness which may have been incurred by the contractor in the performance of the work have been paid in full except for holdback monies properly retained.

QUANTITIES

- 1.0) Payment shall be made on the quantities actually measured in the field as identified on the Purchase Order

DISPOSAL OF SURPLUS MATERIALS

- 2.0) The Contractor's unit price bid for the item shall include the cost of loading, hauling, and dumping the material as directed by the Manager of Public Works or delegate. The Contractor's management of excess materials shall be in accordance with OPSS 180.
- i. Earth material shall be the property of the Municipality and shall be disposed of at a location determined by Manager of Public Works.
 - ii. Asphalt shall be hauled and disposed of by the contractor.
 - iii. Concrete shall be hauled and disposed of by the contractor.

PEDESTRIAN ACCESS

- 3.0) The Contractor must maintain pedestrian access to all entrances at all times during construction in compliance with the Ontario Department of Labour requirements. If, in the opinion of the designated Municipal's staff, the access is not satisfactory, then all work will be ordered stopped until proper access is achieved.

RIGHT TO PERFORM WORK IN HOUSE

- 4.0) The Municipality further reserves the right to perform any of the described work with its own forces as time and availability permit.

LABORATORY TEST METHODS

- 5.0) Laboratory test methods shall be in accordance with Ministry of Transportation of Ontario laboratory testing manual and field tests shall be in accordance with accepted M.T.O. practice

HOT MIX ASPHALT

- 6.0) The unit prices shall include mixing, laying and compacting hot mix asphalt in the required thicknesses and pavement mixtures according to Specifications, O.P.S. No. 310 and O.P.S.D. 507.01 and 509.01.
- 6.1) All thicknesses stated in the bid shall be 60mm after compaction unless otherwise specified by Manager of Public Works or his designate.
- 6.2) Asphalt mixes using recycled materials will not be permitted.

- 6.3) The Municipality may carry out testing during the paving operations to ensure consistency of the supplied material and uniform compaction. Testing or verification will be completed when work crews are on site when adequate notification is given to Manager of Public Works or designate. Testing and verification shall be scheduled from Monday to Thursday 0730 hrs to 1600 hrs. and Friday 0730 hrs. to 1130 hrs. If the Municipality is unable to attend the site, core samples may be taken after the work is completed.

ASPHALT REPAIR

- 7.0) Work under this section pertains to areas generally associated with service repairs, maintenance holes repairs/adjustments and catch basin repairs/adjustments required under regular public works maintenance.
- 7.1) All prices shall include costs for labour, material and equipment to prepare, clean cut the asphalt, and complete the work, including but not limited, to removal and disposal to an approved site of the existing materials. The contractor shall ensure that the granular base is leveled and compacted to 100% SPDD and hot mix asphalt shall be placed and compacted to specified thickness, where applicable in two lifts.
- 7.2) When required, the surface course shall not be placed upon a previously laid course within the twelve hours following final compaction of the latter, or until the temperature of the previous course is 50°C or less, whichever occurs first.
- 7.3) Traffic will be allowed over the base course; however, the Contractor will be responsible for placing a regulation bump sign (TC-15) next to the work area until the top course of asphalt is placed. The Unit Price bid shall also include the cost of saw cut all edges of the existing asphalt.
- 7.4) Contractor shall complete sweeping of the binder course asphalt.
- 7.5) Tack coating shall be completed prior paving the surface course asphalt unless otherwise agreed to in writing by the municipality.
- 7.6) All surfaces butting up to the asphalt, such as concrete curb and gutter, manhole lids, catch basin lids, existing asphalt etc. shall be coated with a SS-1 emulsion or approved equal material during paving for binder course asphalt and surface course asphalt (all lifts).

LOCATION OF WORK

- 8.0) The location of asphalt repair will occur on various streets as directed by the Manager of Public Works or designate.



West Nipissing Ouest

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**SECTION 4.0
SPECIAL PROVISION**

8.1) A Purchase Order (PO) shall be issued per site.

TIMING OF CONSTRUCTION

9.0) Work shall be completed within 14 calendar days of notification by the Municipality of each work task assigned to the Contractor, unless agreed to in writing by the Municipality.