

REQUEST FOR QUOTATION

BRUSHING AND DITCHING

2021

Quote No.

2021-010

Bid Closing: May 6, 2021

Joie de vivre



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West Nipissing Quest

**MUNICIPALITY OF WEST NIPISSING
REQUEST FOR QUOTATION BRUSHING AND DITCHING**

**SECTION 1.0
INSTRUCTION TO BIDDERS**

INVITATION TO BID

The Municipality of West Nipissing is seeking qualified contractors undertake brushing and ditching located at various locations throughout the Municipality as outlined in the bid documents.

Owner: Municipality of West Nipissing
101-225, Holditch Street
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 “Brushing and Ditching” 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 May 6, 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 quotation.
- 1.4)** The lowest or any bid will not necessarily be accepted. The owner may decide, at its sole discretion, that no quote submitted will be accepted and no contract will be awarded pursuant to this RFQ process. If the owner elects to reject all quotes, 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 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 RFQ documents, the contract administrator will prepare an addenda and post it to the Municipality of West Nipissing website.
- 1.6)** Partial or incomplete bids will not be considered.
- 1.7)** Bidders are advised that the Municipality functions through its Policy 2006/332 “Validity of Tenders” and its Bylaw 2016/89 “By-Law to Establish Purchasing Policies and Procedures for the Municipality of West Nipissing”, including revisions to those policies passed by Municipal Council.
- 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 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 noon local time on April 29, 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 and bid price will be disclosed. Bids will be opened immediately after Bid Closing time. Only the names of the Bidders and bid price 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;
- 4.2)** Bids may not be withdrawn after they have been opened and read publicly. Successful bidders wishing to withdraw a bid shall pay the difference between their low bid and the next lowest bid.

EXAMINATION OF SITE CONDITIONS

- 5.0)** It is the responsibility of the bidder before submitting a quote 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 labour, 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 RFQ documents and the bidders must evaluate such information relative to the actual conditions at the place of the work.
- 5.2)** A site visit can be scheduled with the Manager of Public Works or designate. Please contact Shawn Remillard at sremillard@westnipissing.ca to schedule

INSURANCE

- 6.0)** The successful bidder 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
- i) General Commercial Liability in the amount of \$2,000,000 (two million)
 - ii) The Municipality of West Nipissing shall be included as additionally insured, but only in respect of and for the duration of the services to be performed under this agreement.

PRE-QUALIFICATION OF CONTRACTOR

- 7.0)** 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.

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) Projects will be awarded per individual road.
- 1.6) 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 BID

Having carefully examined the site and all conditions affecting the proposed work at listed sites as well as the Bid Document including the drawings and specifications (if any), all addenda and the instruction to bidders, I/we, undersigned, hereby offer to furnish all necessary labour, materials, supervision, tools, equipment etc. required to complete all work requisite for the proper execution of this contract, expeditiously and in the satisfactory manner and accept in full payment therefore stipulated sum of:

ROAD	APPROX P = 200MM to 600mm PIPE D = DITCHING B = BRUSHING CB = PUP BASINS	BID PRICE PER LINEAR METER OF PIPE	BID PRICE PER LINEAR METER OF DITCH	BID PRICE PER PUP CATCH BASIN EA.	BID PRICE PER LINEAR METER OF BRUSHING	TOTAL COST PER ROAD
CHAMPAGNE	P = 200m D = 2000m CB = 6				N/A	
COYOTE RIDGE	P = 120m D = 1520m B = 1400 m			N/A		
CROSBY	P = 120m D = 1520m B = 200m			N/A		
DELORME	P = 120m D = 2600m CB = 4				N/A	
ROBERGE	P = 120m D = 5500m B = 2500m			N/A		
SMILY	P = 12m D = 1200m B = 500m			N/A		
MORRISON CRT.	P = 160m D = 220m CB = 4				N/A	
PINEPOULTRY *CONDITIONAL UPON APPROVAL BY COUNCIL	P = 200m D = 11000m B = 8000m			N/A		

SEPARATE UNIT PRICE

DESCRIPTION	UNIT PRICE (Hourly rate)
Excavator & Operator with ditching bucket	/hr
Tri Axle Rate	/hr
Excavator & Operator with brushing head (optional)	/hr
Float Rate	/hr

NOTES:

- Pipe supplied by the Municipality
- Bid price per linear meter of pipe shall include all labor, aggregates, compaction, etc. for installation per OPSS including removal and disposal of existing
- Bid price to include all pipe from 200mm to 600mm
- Pipe/Culvert greater than 600mm shall be quoted individually and approved with an individual Purchase Order.
- Bid price per catch basin (Pup Basin) shall include all labor, aggregates, compaction, etc. for installation per OPSS including removal and disposal of existing
- HDPE Pup catch basins supplied by the municipality
- Contract award is per road



**MUNICIPALITY OF WEST NIPISSING
REQUEST FOR QUOTATION BRUSHING AND DITCHING**

**SECTION 2.0
QUOTE 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:

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>



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>

APPENDIX "B"

EXCAVATOR DESCRIPTION AND IDENTIFICATION

The following information must be provided for all equipment to be used in the contract. All equipment shall be in good operating condition and must pass an inspection by the Manager of Public Works or designate prior to awarding of the bid.

In the event that the bidder makes a misstatement as to the specifications of the equipment in this bid, the bid may be disqualified.

Make	Model	Year	VIN/SN	Owned (Y/N)

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 manufacture 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) 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.
- 1.5) Supervision:** Contractor shall comply with OHSA regulations.
- 1.6) WSIB:** Contractor shall provide the Municipality with a current WSIB Clearance Certificate within five (5) days of contract award.
- 1.7) 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
- 1.8) 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

LOCATES

- 2.0)** The contractor shall be responsible to coordinate with utility companies locates of all buried utilities and services.
- 2.1)** No excavation work shall start before clearance from utility companies having jurisdiction has been cleared.
- 2.2)** Copies of locates shall be in all equipment used to complete the excavation at all time.

WORKMANSHIP

- 3.0)** Workmanship shall be of the best quality, executed by workers qualified, experienced and thoroughly skilled in the respective duties for which they are employed.
- 3.1)** Decision as to the quality or fitness of workmanship in case of any dispute rests solely with the Manager of Public Works, whose decision is final.
- 3.2)** The Contractor shall provide a trained, competent operator with a minimum of 2 (two) years of verifiable and relevant experience to perform the work to the satisfaction of the Manager of Public Works. References will be provided by the Contractor upon request.
- 3.3)** It is expected that the Contractor make every effort to retain the same operator for the duration of the contract. Failure to comply with these provisions may constitute unsatisfactory performance.
- 3.4)** 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
- 4.1)** Deficiencies, if any, shall be noted, and a list shall be prepared and issues by the contractor 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.

SPILL REPORTING

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

PRIVATE LAND

- 6.0) 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

- 7.0) 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.
- 7.1) Adequate traffic control plan shall be submitted prior to the start of work for each location.

PAYMENT

- 8.0) The bid rate per meter of road will apply to the actual completed meters as recorded by the Municipal Foreman or his representative. This rate shall include payment for equipment, operator(s), fuel, repairs, and any other associated costs. No payment shall be made for standby time for the excavator and/or for float.
- 8.1) The float rate shall be included in the cost per meter of road for each location.
- 8.2) There will be no payment for the excavator or the operator while the excavator is being floated from one location to the other.
- 8.3) The per linear meter rate is all inclusive and shall include, but is not limited to, labour, equipment, material, and services, including all trucking, brusher head, excavator, backhoe, etc.
- 8.4) Only original copy of invoices will be processed for payment.
- 8.5) The contractor is responsible for payment of wages of any operator(s) hired by the Contractor and when requested, shall furnish evidence to the satisfaction of the Municipality that these wages have been paid in full. If the Contractor fails to do so, the Municipality shall have the right to withhold payment of such sums of money that would be sufficient to cover the Contractor's default.



West Nipissing Ouest

**MUNICIPALITY OF WEST NIPISSING
REQUEST FOR QUOTATION BRUSHING AND DITCHING**

**SECTION 3.0
GENERAL CONDITIONS**

- 8.6)** In order to receive payment, the Contractor must submit an invoice after road segment completion.

SCOPE OF WORK

- 1.0) Ditching must be up to a depth of 200mm. Greater than 200 mm would be at an hourly rate as specified in Separate Unit Price. Approval of depths greater than 200 mm must be provided by the Manager of Public Works prior to work commencement and must be accompanied by a purchase order. Shoulder(s) shall be reestablished at 6% to ensure adequate road drainage.
- 1.1) Brushing shall be to a distance of 4m from shoulder drop off (ditch fore slope). Brush shall be cut to 150mm or less. Brushing shall include vegetation up to 100mm in diameter; vegetation greater than 100mm shall be completed by the Municipality.
- 1.2) For culvert replacement between 200mm and 600mm, the Municipality will supply the pipe and all other materials and labor supplied by the contractor at the specified unit rate. In the event that the contractor is asked to perform the culvert replacement greater than 600mm, it will be at the extra unit rate per culvert, as approved by PO.
- 1.3) All pipe removal, replacement and installation including bedding and backfill shall be as per OPSS
- 1.4) All pup basin removal, replacement and installation shall be as per OPSS
- 1.5) All driveway/entrances shall have a 150mm granular "A" compacted base
- 1.6) All Interlock/Paver stone driveway(s) shall be restored by contractor using existing stone whenever possible
- 1.7) Lawn restoration with top soil and seed shall be completed by contractor
- 1.8) Asphalt Driveway/Entrance restoration by Municipality
- 1.9) All trucking and disposal of ditching spoils will be included in the per linear meter of road bid price.
- 1.10) Excavators shall be equipped with a ditching laser.
- 1.11) Upon being notified that the Contractor is the successful bidder, the Contractor will have seven (7) days to produce equipment that meets requirements. If the Contractor is unable to supply the equipment in time, the Municipality has the right to consider other bidders.
- 1.12) The equipment must be in satisfactory running condition and be available for service for the durations of the agreement.
- 1.13) During the course of this agreement, the excavator must be made available for inspection upon two (2) days notification at any time after the bid award.

**MUNICIPALITY OF WEST NIPISSING
REQUEST FOR QUOTATION BRUSHING AND DITCHING**

**SECTION 4.0
SPECIAL PROVISION**

- 1.14) If the equipment does not pass the Municipality's inspection, the Contractor will have seven (7) days to correct the noted deficiencies for re-inspection. If the Contractor fails to correct the deficiencies with the specified time, the Municipality will have the right to terminate this agreement and forfeit the bid deposit.

- 1.15) All work must be completed by deadlines specified in Schedule A



Schedule A

STREET	Completion Deadline	Description of Project
Champagne	September 1, 2020	– Brushing and ditching
Coyote Ridge	September 1, 2020	– Ditching up to a depth of 200 mm
Crosby	September 1, 2020	– Shoulder(s) at 6%
Delorme	September 1, 2020	– Brushing to 4 m from shoulder drop off
Pine Poultry *Conditional upon council approval	September 1, 2020	– Brushing of vegetation up to 100 mm in diameter
Roberge	September 1, 2020	– Payment is by linear meter of ditching completed
Smily	September 1, 2020	– Payment is by linear meter of brushing completed
Morrison Crt.	September 1, 2020	– Contractor to supply the excavator, truck, labour, and any other necessary equipment
		– Hauling and disposal of ditching spoils included in price – Please refer to Scope of Work (Section 4)