

**REQUEST FOR QUOTATION FOR  
SURFACE TREATMENT PROJECTS**

**Quote No.**

**2021-011**

**Closing: May 6, 2021**

**Joie de vivre**



[www.westnipissingouest.ca](http://www.westnipissingouest.ca)



West Nipissing Quest

**MUNICIPALITY OF WEST NIPISSING  
SURFACE TREATMENT 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 to complete Surface Treatment of various roads. 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 “Surface Treatment” 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 addenda 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 PM 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, 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 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 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 quote 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.

**BID SURETY**

- 7.0)** The bidder shall include with his bid an agreement to bond issued by a Surety Company licensed to operate in the Province in which the work is to be performed, stating that a performance bond in the amount of 100% of the contract price will be provided to the owner within ten (10) days of award of bid.
- 7.1)** Alternatively, the Agreement to Bond may be a letter from a financial institution licensed to carry on business in the Province of Ontario, advising they will provide a certified cheque or a clear and unqualified Irrevocable Letter of Credit to the Municipality, in a format acceptable to the Municipality, for 100% of the bid amount if the bidder is successful in his bid.

**INSURANCE**

- 8.0)** 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**



West Nipissing Quest

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- 9.0)** 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 quote 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 100% Performance Bond issued by the Surety Company. The cost of the bond shall be included in the bid price.
  - ii) Shall deliver to the owner a certificate of insurance as specified in the quote document.
  - iii) Shall deliver to the owner H&S manual, WSIB certificate and MSDS sheets as specified in the quote document



**FORM OF QUOTE**

**SURFACE TREATMENT**

Having carefully examined the site and all conditions affecting the proposed work as well as the Bid Document including the drawings and specifications, 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:

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**SCHEDULE OF UNIT PRICES:**

- A) Olivier 11,830 m2
- B) Betty 3,900 m2
- C) Evansville 9,425 m2
- D) Sabourin 6,500 m2

DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	TOTAL
Single Surface Treatment Class 2 stone (OPSS 304)	m2	25,155 m2		

DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	TOTAL
Double Surface Treatment (OPSS 304)	m2	6,500 m2		





**Additional Unit Price**

DESCRIPTION	UNIT	UNIT PRICE
Sweeping	Square meter	
Pulverize pavement at 100mm depth	Square meter	
Fine Grade and Compact at 3.5% to 4% cross slope	Square meter	
Pre-Treatment Pot Hole Repairs	Each	
Pre-Treatment Longitudinal Crack Repairs	Per meter	

**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.

**Reference#1**

Project Title & brief description of work:

\_\_\_\_\_

\_\_\_\_\_

Project start date: \_\_\_\_\_ Project end date: \_\_\_\_\_

Total value of contract awarded: \$ \_\_\_\_\_

Owner or Contractor who awarded contract: \_\_\_\_\_

Contact person: (Full Name) \_\_\_\_\_ Phone: \_\_\_\_\_

**Reference#2**

Project Title & brief description of work:

\_\_\_\_\_

\_\_\_\_\_

Project start date: \_\_\_\_\_ Project end date: \_\_\_\_\_

Total value of contract awarded: \$ \_\_\_\_\_

Owner or Contractor who awarded contract: \_\_\_\_\_

Contact person: (Full Name) \_\_\_\_\_ Phone: \_\_\_\_\_



**APPENDIX "A"**

**PREVIOUS EXPERIENCE**

<p><b><u>Reference#3</u></b></p> <p>Project Title &amp; 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>
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**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) Safety meetings:** Contractor shall conduct site safety meetings with their workers and identify concerns or potential hazards on the job site. Site safety meeting shall be signed by all workers and a copy of the safety meeting shall be made available to the contract administrator upon request.
- 1.7) 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.



- 1.8) 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.
- 1.9) Supervision:** Contractor shall comply with OHS regulations.
- 1.10) Health & Safety Station:** Contractor shall provide at all time a dedicated station for workers to have access to the contractors H&S manual, the OH&S Pocket book, MSDS sheets, WSIB information, eye wash stations and emergency first aid kit.
- 1.11) WSIB:** Contractor shall provide the Municipality with a current WSIB Clearance Certificate within five (5) days of contract award.
- 1.12) 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
- 1.13) 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 contract administrator, whose decision is final.
- 2.2)** The contractor shall follow the specification of the Ontario Provincial Standards Specifications for roads and Public Works (OPSS).

#### **WORK WARRANTY AND MATERIAL WARRANTY**

- 3.0)** During the warranty period, the contractor agrees to restore defective work to the standard of the quote documents or standard specifications without cost to the Municipality of West Nipissing, including material and labour, for a period of 1 year after acceptance of the work.
- 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 Manager of Public Works 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 Manager of Public Works
- 4.2)** The contractor shall correct deficiencies as listed at no cost to the Municipality of West Nipissing, and notify the Manager of Public Works for a final deficiency inspection.

**CONSTRUCTION SCHEDULE**

- 5.0)** Submit within (10) days following approval, a final schedule of construction indicating details of completion of all major items pertaining to the contract.
- 5.1)** Work shall be completed within 30 calendar days of notification by the Municipality of each work task assigned to the Contractor, unless agreed to in writing by the Municipality.

**PRODUCT AND MATERIAL QUALITY**

- 6.0)** All materials are to conform to OPSS 304 and OPSS 1103 as appropriate or must meet MTO Specifications.
- 6.1)** It is the Contractor's responsibility to ensure that materials meet the required specifications. The Contractor must conduct sampling and testing of his/her material to ensure compliance. The Municipality may occasionally take samples for verification purposes during processing of stockpiles. The Contractor shall bear all costs for such sampling and testing.
- 6.2)** Where materials do not meet specifications, the Contractor will be given seven (7) days to bring them into conformance. Failure to do so may result in termination of this contract and forfeit of the deposit

- 6.3)** If unsuitable material is supplied to any site, the supplier must remove and haul all unsuitable material away at no expense to the Municipality. The rejection of any quantity of material supplied by the Contractor or any violation of this bid and contract agreement shall constitute a breach of contract. Upon such violation, the contract may, at the option of the Municipality, be declared terminated. After normal notification of breach of contract, the bid will be re-awarded to the next suitable bidder.

**WORK IN PROGRESS**

- 7.0)** 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**

- 8.0)** Contractor shall be responsible to minimize erosion and sediment runoff resulting from his operations.
- 8.1)** 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**

- 9.0)** The contractor shall be responsible for the condition of the job sites while completing his work.
- 9.1)** 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**

- 10.0) 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.
- 10.1) Electrical Service:** Electrical service required for the contract by all trades shall be furnished and paid for by the contractor.
- 10.2) Temporary Water Supply:** Water supply required for the performance of the contract by all trades shall be furnished and paid for by the contractor.



- 10.3) Temporary Toilets:** Provide toilet accommodation sufficient for all personnel on site.
- 10.4) Construction Debris:** Contractor shall provide adequate portable facilities, on a continuous basis, for garbage and construction debris collection and removals for the sub trades.
- 10.5) 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**

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

**PRIVATE LAND**

- 12.0)** 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**

- 13.0)** 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**

- 14.0)** All Invoices submitted by the contractor must show the project name, the bid reference number and the Contract administrator's name.
- 14.1)** Invoices must include the area of work and description of work i.e. 3,500 m<sup>2</sup> on Laroque Road. Invoices with incomplete information will not be processed.
- 14.2)** Change orders will only be processed if submitted with a change order purchase order signed by the contract administrator.
- 14.3)** Only original copy of invoices will be processed for payment.
- 14.4)** A 10% holdback will be withheld for 45 days. A 5 % holdback will be retained for the warranty period.



**SURFACE TREATMENT**

- 1.0) The unit prices bid for these items shall include the following:
  - i) The Unit Price for **Single Surface Treatment** shall include sweeping, preparing, aggregates, mixing and laying of single surface treatment.
  - ii) The unit price for **Double Surface Treatment** shall include, preparing, aggregates, compacting, mixing, laying the Double Surface Treatment as per OPS and saw cutting of existing asphalt when required. The Municipality reserves the right to pulverize existing surface(s) and fine grade. Should the Municipality request any pulverizing and/or fine grading by the contractor, A separate purchase order shall be issued and payment will be paid as per the additional unit price(s).
- 1.1) New treated surface shall match existing road grades and alignment per OPSS.
- 1.2) Mixes using recycled materials will not be permitted.
- 1.3) The surface asphalt paving will be completed between July 15, 2021 and October 15, 2021.

**TRAFFIC CONTROL AND SIGNAGE**

- 2.0) The Manager of Public Works or his designate must be notified of all lane closures.
- 2.1) A traffic control plan must be submitted to the Municipality for each phase of work
- 2.2) All traffic control signing shall be installed and maintained in accordance with the requirements of Book 7 of the Ontario Traffic Manual
- 2.3) The contractor shall provide all necessary flag persons, detour signs, warning lights, signs, and barricades necessary to direct and protect pedestrian and vehicular traffic within the project limits, and shall conduct operations to cause the least possible interruption to the travelling public and nearby residents.
- 2.4) Access to all commercial businesses and residents shall be maintained at all times.
- 2.5) The Contractor will be responsible for the removal of all signs upon completion of the contract.

**LOCATION OF WORK**

- 3.0) The location of surface treatments will occur on various streets as directed by the Manager of Public Works or delegate.

**WARRANTY**

- 4.0) All work to have a twelve (12) month warranty. Warranty will begin upon project completion of the work assigned that year. Any deficiencies resulting in necessary repairs will be repaired by the contractor with no additional cost to the Municipality. A five percent (5%) maintenance security will be held until such warranty period and or repairs are completed.
- 4.1) The contract administration will promptly give the contractor written notice of observed defects or deficiencies.
- 4.2) The Maintenance Holdback is exempt from any interest and only the amount retained will be paid out at the end of warranty period.