

**REQUEST FOR QUOTATION FOR
STRUCTURAL REPAIRS**

Quote No.

2024-003

Closing: January 18th, 2024

Joie de vivre



www.westnipissingouest.ca



**MUNICIPALITY OF WEST NIPISSING
REQUEST FOR QUOTATION STRUCTURAL REPAIRS**

**SECTION 1.0
INSTRUCTION TO BIDDERS**

INVITATION TO BID

The Municipality of West Nipissing is seeking qualified contractors undertake structural repairs 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

**MUNICIPALITY OF WEST NIPISSING
REQUEST FOR QUOTATION STRUCTURAL REPAIRS**

**SECTION 1.0
INSTRUCTION TO BIDDERS**

BID SUBMISSION

- 1.0)** Bid documents must be returned in a sealed envelope clearly marked “Structural repairs” complete with bidder’s Company name and Bid reference number to the Municipality of West Nipissing town hall, 101-225 Holditch Street, Sturgeon Falls, Ontario P2B 1T1, before 11:00 am(local time) on January 18th, 2024 (the “Official Closing Time”).
- 1.1)** Bids will be deemed to have been received when a Municipality representative has stamped the envelope with the time and date of receipt with the time clock located at the Services counter. The time clock located at the services counter is the official time piece. Bids may also be submitted through the exterior drop box at Town Hall, 225 Holditch Street, Sturgeon Falls. Bids submitted through the exterior drop box will be recorded as received when the drop box is opened the following morning.
- 1.2)** Bids submitted by facsimile or electronically will not be considered.
- 1.3)** All pages contained in the tender documents form an integral part of this quotation.
- 1.4)** The lowest or any tender 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 tender, 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 tender form.

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QUESTIONS AND CLARIFICATIONS

- 2.0)** Enquiries, request for explanation, interpretations or clarifications must be submitted by email to ehenning@westnipissing.ca. Only those inquiries submitted by email will be considered. Emails submitted must include the tender title and tender reference number.
- 2.1)** Enquiries will be received up to noon local time on January 11th, 2024. 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. Tenderers 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,

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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 Public Works Project Supervisor Elizabeth Henning at ehenning@westnipissing.ca to schedule

INSURANCE

- 6.0)** The successful tender shall, within (7) calendar days after receipt of the owner's notice of award, deliver to the owner one (1) 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)** 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:

Structure	TOTAL PRICE (LS)
Culvert 103 Labrosse Road	
Culvert 109 Levac Road	
Structure 007 Savignac Road	
Structure 016 Leclair Road	
Structure 019 North South Road	

**MUNICIPALITY OF WEST NIPISSING
STRUCTURAL REPAIR PROJECTS**

**SECTION 2.0
BID FORM**

Signatures:

Contractor full business name:

Contractor full business mailing address:

Phone No: _____ Fax No: _____

Signature: _____

I have the authority to bind this company/corporation

NAME: _____ (Please Print)

TITLE: _____ (Please Print)

Dated at _____ this _____ day of _____, 2024

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

Reference#3

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: _____

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.

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**SECTION 3.0
GENERAL CONDITIONS**

- 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 OHSA 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.

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 or designate 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 or designate.
- 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 or designate 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 90 calendar days of notification by the Municipality of each work task assigned to the Contractor, unless agreed to in writing by the Municipality.
- 5.2)** Work shall be completed prior to the end of the 2024 construction season.

PRODUCT AND MATERIAL QUALITY

- 6.0)** All materials are to conform to OPSS 310 and OPSS 1151 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 tender and contract agreement shall

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**SECTION 3.0
GENERAL CONDITIONS**

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 tender 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.

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**SECTION 3.0
GENERAL CONDITIONS**

- 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 tender reference number and the Contract administrator's name.
- 14.1)** Invoices must include the area of work and description of work i.e. McDonald Road Structure. 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.

QUANTITIES

- 1.0) Payment shall be made upon 100% completion of the project scope identified on the Purchase Order per structure as witnessed in the field.

PEDESTRIAN ACCESS

- 2.0) The Contractor must maintain pedestrian access to all structures at all times during construction in compliance with the Ontario Ministry 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

- 3.0) 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

- 4.0) 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 where applicable.

STRUCTURAL REPAIR

- 5.0) Work under this section pertains following structures and scope as well as any additional repairs noted in provided OSIM reports:

Culvert # 103 Labrosse Road

- Extend cable guide rail two posts at SW quadrant.

Culvert # 109 Levac Road

- Replace Culvert

Structure #007 Savignac Road

- Replace Missing bolts between SBGR and posts.
- Repair rail attachment barrier wall at NW quadrant reattach flex beam to posts.

Structure #016 Leclair Road

- Repair post/deck connection.
- Replace missing post caps.
- Repair out of alignment railing posts
- Replace deformed/damaged rails

Structure #019 North South Road

- Replace damaged barrier posts
- Add load posting signs and replace missing load posting signs.
- Repair timber abutment wall members
- Repair Soffet

- 5.1) All prices shall include costs for labour, material and equipment to complete the work, including but not limited, to removal and disposal to an approved site of any required removals.

LOCATION OF WORK

- 6.0) The location of the work will occur at the following sites:
- Culvert 103 Labrosse Road – A 2.7 m span Corrugated Steel Arch Culvert located on Labrosse Road approximately 2.1 km East of Highway 575 at Cache River.
 - Culvert 109 Levac Road - 5.2 m span Corrugated Steel Arch Culvert is located on Levac Road approximately 0.65 km West of Arcand
 - Structure 016 Centennial Bridge Leclair Road Bridge over Veuve River - A 2 span 92 m long Steel Girder Bridge located on LeClair Road approximately 2.5 km East of Highway 64.
 - Structure 019 North South Road – A single span 4.7 m long Timber Girder Bridge located on North Road approximately 3.1 km South of Old Highway 17 at Riberby Creek.

- 6.1) A Purchase Order (PO) shall be issued per structure.

TIMING OF CONSTRUCTION

- 7.0) Work shall be completed within 90 calendar days of notification by the Municipality of each structure assigned to the Contractor, unless agreed to in writing by the Municipality.