TOWNSHIP OF GEORGIAN BLUFFS



RFT 2019-09

Request for Tender

Single and Double Surface Treatment for Various Roads in the Township of Georgian Bluffs

1.0 Information to Bidders

The Township of Georgian Bluffs requires a tender to price by the square meter for single and double surface treatment and on various roads within Georgian Bluffs. Gravel required for this work must be quarry sourced and included in the price per sq. meter.

The Contractor shall be able to demonstrate that it has the equipment, experience and staff capable of meeting or exceeding the provisions of the Ontario Provincial Standards Specification (OPSS). All products must be approved by Township Staff and meet the above mentioned specifications as minimum criteria.

Tenders will be received at the Township of Georgian Bluffs office located at 177964 Grey Road 18 RR #3 Owen Sound, ON N4K 5N5 during office hours, 9:00 a.m. to 4:30 p.m. Monday to Friday up to the closing date of Friday, April 5, 2019 at 1:00 p.m.

Contractors capable of fulfilling the contract as outlined are invited to apply. Contractors are to include the Form of Tender, completed and executed where appropriate as the acceptable Form of Tender, including (4) four references, completion of the competency, work experience and equipment form along with a certified cheque for in the amount 10% of the proposed price made payable to the Township of Georgian Bluffs, as well as the Agreement to Bond Form or Surety of Consent must accompany the Tender; all in an envelope clearly marked RFT #2019-09, submitted and date stamped on or before 1:00 p.m., Friday April 5, 2019 to:

Township of Georgian Bluffs 177964 Grey Road 18 RR#3 Owen Sound, ON N4K 5N5

Telephone: 519-376-2729

Opening of this Tender will take place after 1:05 p.m. on the same day of closing by the Director of Operations or designate.

It is agreed that the tender quantities are estimated only and may be increased or decreased by the Township.

Lowest bid not necessarily accepted, and the work is dependent on Council approval.

Definitions:

In this Tender, the following definitions are specific.

Municipality includes the Township of Georgian Bluffs, a specific city, town, village, county, regional government or other governing body that is issuing and awarding a contract on behalf of a single entity or group.

Truckload means the legal licensed weight allowance for tractor-trailers for liquid product

Township means the Township of Georgian Bluffs.

Questions

Any questions with respect to this Tender shall be forwarded in writing to Rick Winters, Director of Operations by email. Contact information is rwinters@georgianbluffs.on.ca questions and answers will be forwarded to all perspective bidders as addendums. All addendums must accompany Tender submission package. Phone calls will not be accepted as a method for questions to be answered.

2.0 Form of Tender Documents for Submission

Tender Forms

All Forms of Tenders in Section 5 must be submitted on the Tender Forms provided by the Township of Georgian Bluffs, completed, sealed and signed in an envelope and clearly marked on the outside RFT # 2019-09. Tenders will not be accepted by fax. Signed originals only will be accepted.

Competency of Bidders

The Contractor must provide the Township of Georgian Bluffs with evidence of competency of the company through completion of the work history, equipment and staff experience forms and evidence to perform work similar in nature within the timeframe of the agreement. The bidder will provide four (4) references for work providing the Company Name, work completed, cell or work number.

Tender Deposit

The Tender Deposit in the form of a certified cheque in the amount of 10% of the proposed price, made payable to the Township of Georgian Bluffs.

Deposits of the unsuccessful bidders will be returned after Council has awarded the work by a Council resolution. The proposed deposit of the successful bidder will be retained to the end of the service contract.

Failure to execute and complete the contract to the satisfaction of the Township of Georgian Bluffs Director of Operations, or the appointed representative shall entitle the Township the right to cancel the contract declaring it null and void. The Tender deposit shall then be retained as compensation for damages or lost time, which have been incurred by the Township.

Guaranteed Maintenance

The finished product shall be warranted, covering all contractor-supplied material and workmanship for a period of two (2) years from the date of final acceptance. The Contractor will supply the Township of Georgian Bluffs with a 100% bond for the two (2) year maintenance period for the total work in the Township. Any work that needs to be redone will be at the discretion of the Township. The Agreement to Bond form or Surety Consent from the bonding company must accompany the tender.

Tender Submission

Completed Forms of Tender, will be in an envelope clearly marked RFP #2019-09, submitted and date stamped on or before 1:00p.m., Friday April 5, 2019 to:

The Corporation of the Township of Georgian Bluffs 177964 Grey Road 18 RR#3 Owen Sound, ON N4K 5N5

Opening of this Tender will take place after 1:05 p.m. on the same day of closing by the Director of Operations or designate.

Lowest of any quote not necessarily accepted.

Form of Tender Rejections

Tenders may be rejected for any one of the following reasons:

- a) Bids received after the Tender closing time and date specified.
- b) Bids received on other than the forms supplied.
- c) Bids not completed in ink or by typewriter.
- d) Incomplete bids (no certified cheque for proposed deposit)
- e) Qualified or conditional bids.
- f) Bids not properly signed, references not provided.
- g) Previously disqualified bidder.

Award of Tender

A Tender submission shall be deemed to be accepted when a Resolution has been issued by Council. The award for this Tender is subject to Council approval and budgetary restrictions.

Alteration or Withdrawal of Tenders

A Tender may be altered by submitting another Tender at any time up to the specified time and date for Tender closing. The last Tender received shall supersede and invalidate all Tender previously received by the Contractor for that contract.

The contractor may withdraw the Tender at any time up to the specified time and date for the Tender closing by submitting a letter bearing the contractors signature. Telegrams, faxes or telephone calls will not be accepted

Unbalanced Tender and Discrepancies

Wherever in a Tender the amount for an item does not agree with the total of the estimated quantity and the Tender unit price, the unit price shall govern the amount and the Total Product Price shall be corrected accordingly, unless otherwise decided by the owner.

It is agreed that the Tender quantities are estimated only and may be increased or decreased by the Township.

Assessment of Tenders

The Tenders received will be considered primarily but not limited to the following criteria:

- Company expertise and experience in this type of work *number of years*
- Client references at least 4
- Company Staff experience –site supervisor, foreman, chipper & spreader operators
- Equipment & Application Widths (Maximum widths per single pass)
- Cost Tender \$/m²

Liability Insurance

The Contractor shall take out and keep in force until the date of the end of the contract. A comprehensive policy of public liability and property damage insurance acceptable to the Township providing insurance coverage in respect of any one accident to the limit of at least \$5,000,000.00 exclusive of interest and cost, against loss or damage resulting from bodily injury to, or death of, one or more persons and loss of or damage to property and such policy shall name the Township as an additional insured there under and shall protect the Township against all claims for all damage or injury including death to any person or persons and for damage to any property of the Township or any other public or private property resulting from or arising out of any act of omission on the part of the Contractor or any of his servants or agents during the execution of the contract and the Contractor shall forward a certified copy of the policy or certificate thereof to the Township before the work is started.

The Contractor shall hold the Corporation harmless of any claims whatsoever that may arise from the Contractor's operations under this contract.

POLICY NUMBER:	
INSURANCE CO.	
AMOUNT:	
EXPIRY DATE:	

The Contractor covenants and agrees to indemnify and save harmless the Township of Georgian Bluffs from all claims by third parties arising out of the performance of this agreement.

Director of Operations

The Director of Operations shall be interpreted as the road authority for the Council of the Township of Georgian Bluffs, or such other person, partnership or corporation as may be authorized by the Council to act on their behalf in any particular capacity.

3.0 Scope of the Work

The Township of Georgian Bluffs has approximately 56,000m² of single treatment and 84,000m² double treatment road to resurface. The Township requires a price per sq. meter for single and double treatment.

The Contractor shall be able to demonstrate that it has the equipment, experience and staff capable of meeting or exceeding the provisions of the Ontario Provincial Standards Specification (OPSS). All products must be approved by Township Staff and meet the above mentioned specifications as minimum criteria.

Contract

The "Preferred Tender" must be prepared to enter into an agreement based on the contents of its submission and Form of Tender. The Township reserves the right to negotiate details of any contract and to make the necessary changes or substitution within the general scope of the contract or other tasks as assigned.

Continuation of Traffic Flow

The Contractor shall be responsible for ensuring that traffic will be maintained at all times during the resurfacing. He shall do this as per Book 7 requirements. The cost of which shall be included in the bid items of the contract.

Traffic Control and Signing

The bidder shall supply Traffic Control and Signing as stated in Book 7 – Temporary Conditions (and the Temporary Conditions Field Edition) of the Ontario Traffic Manual. The Control and Signing shall be included in the unit costs of the work and no extra money shall be paid to the Bidder. Upon request the Bidder shall submit a sample copy of the Bidder's Work Plan as per Book 7 of the Ontario Traffic Manual.

Work Additional to Quote

After the award of this contract, the Township retains the right to negotiate with the successful Contractor for optional roadwork to be performed on the Township roads. The Contractor is to base his price for additional work on original quoted unit prices.

The Corporation, as required by the Ministry of Labour Section 213/91 as per the Health and Safety Act of Ontario, will file notice of this project, with proper authorities prior to the start of the project. The successful contractor must adhere to all guidelines.

Contractors Equipment

Application equipment must be suitable for single and double surface treatment application; all equipment must be maintained in good order to minimize downtown. It is an expectation that any downtime will be rectified immediately through repairs and if necessary backup equipment in place to ensure a continuous application program.

Financial Obligations

The Contractor shall discharge all liabilities incurred by him for labour, materials and services used or reasonably required for use in the performance of this agreement on the date upon which each becomes due and all liabilities incidental thereto.

The Contractor will operate the equipment himself or provide at his own cost, competent operators, and will, when so required at any time furnish evidence satisfactory to the Director of Operations, that all wages due to any such operator have been paid.

Acceptance of Materials

All material must be acceptable to the Township and comply with the OPSS specifications. Should any load appear not to comply with the specification an immediate stop work order may be issued by the Township. The Township shall not be subject to any costs for such loads. The Township shall then order geotechnical sampling and testing. Based on the resulting certified geotechnical analysis non-compliant material may be ordered removed by the supplier at supplier cost, at the Township's sole discretion. Refer to OPSS specifications.

ORADATION REGUINEMENTS		
Ministry Sieve Designation	Quarry Source Class 1 – 5/16" crushed Stone (% passing by Weight)	
22mm 7/8"		
19mm 3/4"	100	
14mm 1/2"	100	
9.5mm 3/8"	65 - 90	
4.75mm #4	40 – 85	
2.0mm #10	25 – 70	
425un #40		
	10 - 45	
75un #200	8 - 15	

GRADATION REQUIREMENTS

Testing of all Materials

The contractor is responsible to verify their product compatibility with OPSS standards have been met. Test patches may also be requested to confirm application rates. Application equipment will be driven by competent staff and properly calibrated and tested with the spray bar for width and application rates.

Delivery Conditions

The Contractor shall give the Township Roads Supevisor one (1) full week advanced notice of the start of this project.

Completion Dates

Time shall be of the essence to this agreement. Work is to be completed by August 30, 2019. The Township at its sole discretion may assess a penalty of not more than one thousand dollars (\$1,000.00) for each calendar day the completion of the contract exceeds the completion date stated on the tender documents. The Township reserves the right to add optional work with a completion date to be mutually agreed upon by both parties.

Damage of Vehicles and other Equipment

If at any time, in the opinion of the Director of Operations, damage is being done or is likely to be done to any highway or in any improvement thereon, other than such portions as are part of the work, by the Contractor's vehicles or other equipment whether licensed or unlicensed, the Contractor shall, upon the direction of the Director of Operations and at the Contractor's expense make changes in or substitutions for such vehicles or other equipment, or shall alter loadings or shall in some other manner remove the cause of such damage to the satisfaction of the Director of Operations or designate.

Loading of Motor Vehicles

Where a vehicle is hauling material for use in the contract, in whole or in part upon a public highway and where motor vehicle registration is required for such vehicle, the Contractor shall not cause or permit such vehicles to be loaded beyond the legal limit as specified in the Highway Traffic Act, whether such vehicle is registered in the name of the Contractor or otherwise.

Errors & Omissions

It shall be understood and acknowledged that while this Request for Tender includes specific requirements and specifications minor items or details not herein specified, but obviously required shall be provided as if specified in conformance with current practices and workmanship. Any omissions, errors or misinterpretation of these requirements and specifications or within the tender bid shall not relieve the bidder of the responsibility of providing the goods and services as aforesaid

Estimated Quantities

The Township of Georgian Bluffs is seeking a Contractor to provide all materials labour and equipment to apply both single and double surface treatment, for road maintenance operations. The Township reserves the right to increase or decrease the estimated quantities without adjustment to the quoted unit price.

CONFIRMATIONS

The Contractor shall:

Supply & Deliver all Materials

- ✓ Asphalt Emulsion delivered by tanker trailer to Township Job Sites.
- ✓ Emulsion loads shall be accompanied by a weight bill indicating weight and volume.
- ✓ Emulsion shall meet or exceed Ontario Provincial Standard Specifications.
- ✓ Class 1 5/16" Stone for single surface treatment and 5/8" Stone (base) and 5/16" Stone (top course) for double surface treatment Contractor will communicate to the Township where the approved aggregate is being sourced. The Contractor will be responsible for supply and delivery of the aggregate from the source pits.

Test all Materials

- ✓ Testing of Class 1 5/16" Stone and Emulsion Contractor will be responsible to verify their compatibility and that the OPSS standards have been met.
- ✓ **Samples of all Materials** will be supplied to the Township upon request and additional test patches may also be requested to confirm application rates.
- ✓ **Testing of Class 1 5/8" Stone and Emulsion** Contractor will be responsible to verify their compatibility and that the OPSS standards have been met.

Supply Application Equipment

- ✓ **Emulsion Spray Truck** with a competent driver with properly calibrated & tested equipment with a spray bar with variable widths & application rates.
- ✓ **Chipper Spreader** with a competent driver and crew with properly calibrated & tested equipment with variable widths & application rates.
- ✓ Haul Trucks Tandem / Tri Axle Dumps with secure hookups to dump stone into Chipper Spreader.

Supply Experienced Crew

- ✓ Apply Asphalt Emulsion & Aggregate on the road surface.
- ✓ **Competent & Trained Staff** including Supervisors, Sprayer / Chipper Operators, Truck Drivers, Compactor/Roller Operators, Laborers, and Traffic Control Personnel.

Warranty on Workmanship & Materials

- ✓ Contractor will Warranty all workmanship and all materials applied for a two year period.
- ✓ Materials Placed HF150RS, Class 1 5/16" Stone for single surface treatment and 5/8" double shall be inspected by the Contractor and covered by the warranty when they are applied.

4.0 General Conditions

Contract/Agreement

The selected Bidder will be required to sign a contract for services supplied to the Township.

Compensation for Service

The Bidder will state in their bid if any other payments or costs will be payable by the Township regarding the provision of these contracted services to the Township. Failure to do so will result in non-payment of that "extra service".

Tender Provisions

All Bidders ideally shall be experienced in the Municipal or General Contracting fields and be actively involved in this type of work and be conversant with terms and conditions of the OPSS STANDARDS, and other applicable regulatory requirements.

Termination

If the successful Bidder/Contractor fails to fulfil their obligations under this Tender or in any way does not abide by the terms and conditions of the Tender, the Township may terminate the contract for any reason whatsoever with one week notice from the Township in writing to the Contractor.

Confidential Information

"Confidential Information" shall be held by the Bidder in the strictest confidence. "Confidential Information" means any information which may be provided by the Township of Georgian Bluffs (whether oral, written or computerized) and which is identified orally or in writing to the Bidder as being information of a "confidential", "restricted" or "protected" nature and shall include any excerpts of or copies made of such information and any notes made from the review of such information by the Bidder. If the Bidder is in doubt whether certain information is Confidential Information, it shall treat such information as Confidential Information until advised by the Township that it is not Confidential Information.

Tender Expiry Date

All Tenders shall remain open for acceptance by the Township of Georgian Bluffs for a period of not less than sixty (60) days from the closing date for the receipt of Tenders.

General Regulations and Compliance

The contractor shall provide a Workplace Safety and Insurance Board WSIB contractor number and a current clearance certificate from the WSIB. The Contractor shall be responsible for, and shall pay all dues and assessments payable under the Workplace Safety & Insurance Board, Human Resources Development Canada or any other Act, whether Provincial or Federal in respect, to all his employees or operations, and shall, upon request, furnish the Corporation with satisfactory evidence that he, the Contractor has complied with the provisions of any Act.

M.S.D.S. (Material Safety Data Sheet)

The Contractor will supply the appropriate M.S.D.S. to the Township upon request.

The Occupational Health and Safety Act

In order to avoid any misunderstanding as to the nature of the work to be performed herein, the Contractor, by executing this Contract unequivocally acknowledges that he is the Contractor within the meaning of the Occupational Health and Safety Act and amendments thereto.

Contractors and subcontractors may be required to:

- 1) Demonstrate establishment and maintenance of a Health and Safety program with objectives and standards consistent with applicable legislation and with the Municipality's Health and Safety Policy and requirements.
- 2) Ensure that workers in their employ are aware of hazardous substances that may be in use at place of work and wear appropriate personnel protective equipment.

Method of Measurement and Payment

The estimated quantities are for the sole purposes of indicating to bidders, the general magnitude of the work to be completed on a unit price basis. The Contractor will be paid for the actual measured quantities at the respective unit prices quoted. Following completion of the work, the Contractor is to submit an invoice indicating the breakdown of kilometers of single or double surface treatment and the unit prices for each item. Within 30 days of the date of acceptance of the work a cheque will be released to the Contractor.

Invoicing

The Township shall be exempt from Federal and Ontario Provincial sales tax where applicable. The invoice should be forwarded to:

The Corporation of the Township of Georgian Bluffs 177964 Grey Road 18 RR#3 Owen Sound, ON N4K 5N5

Disputed Invoices

If any item or part of an item in an invoice submitted by the Contractor is contested by the Township of Georgian Bluffs, the Township of Georgian Bluffs must promptly notify the Contractor with reasons and must not delay payment of the remainder of the invoice.

Security of Township Premises

The Contractor must comply with all directions, procedures and policies relating to occupational health, safety and security pertaining to the Township premises and facilities.

Contract Term

The agreement will be for one (1) years to cover the period of approximately June 1st, 2019 to December 31st, 2019.

At the sole discretion of the Township, an offer may be extended to the winning bidder, that should they maintain the tendered price a one (1) year + (1) year extension to continue as the Township's supplier for the application of Single and Double Surface Treatment for Various Roads into 2020 and 2021.

The acceptance of the first one (1) year contract does not commit the bidder to accept an offer in year 2 if so offered.

5.0 Forms of Tender

These pages must be completed signed and returned by the bidder with your bid.

Failure to do so may result in the disqualification of your Tender.

The Bidder agrees that this Tender is made without any connection, comparison of figures or arrangements with, or knowledge of, any other corporation, firm or person making a Tender for the same work and is in all respects fair and without collusion or fraud.

Company Name:			
Signature:			
Print Name:			
Date:			
Form of Tender Declar	ration		
attached to this quote a specifications and con	for this service contra ditions and, for the plials, tools and repairs	ne provisions, plans, specific ct. The Contractor understand rices set forth in this Tender, h to complete the work in stric s Tender.	ls and accepts the said nereby offers to furnish
It is agreed that the qu	antities may be increa	ase or decrease.	
		commencing work, to diliger er promise to complete the w	
Ву:		referred to as "the Contractor"	
Name of firm o	r individual (hereafter	referred to as "the Contractor"	')
Address:			
Phone: (work)		_ Cell:	
Name of Person signir	ng form (print)	Signature	
Position / Office of pers	son signing for firm		-

Forms of Tender

Pricing for Tender (RFT) for Single and Double Surface Treatment

Contract #: RFT – 2019 - 09
Location: Various locations
Closing Date & Time: Friday April 5, 2019 at 1:00 p.m.

LOWEST OR ANY PRICE NOT NECESSARILY ACCEPTED

Unit Pricing shall remain in valid until: <u>December 31, 2019</u>

Item Number	Description		Unit Price (\$ / M2)
1	Single Surface Treatment Quarry source Cla as per OPSS Specification Price to include to apply single surface treatment to variou the Township.		
Estimate	d Quantity 56,000 m ²	HST	
Final quantities are subject to final budget approval PRICE			
Total Unit	Price (in writing)		

Forms of Tender

Pricing continued

Item Number	Description		Unit Price (\$ / M2)
	Double Surface Treatment Quarry source Class 1 - 5/8"Stone (Base) and 5/16" (top Course) Stone as per OPSS Specification Price to include any and all labour to apply single surface treatment to various locations within the Township.		
Estimated Quantity 84,000m2 HST			
Final qua	Final quantities are subject to final budget approval PRICE		
Total Unit	Total Unit Price (in writing)		

Please State Location of Material Sources			
Emulsion			
Class 1 - 5/8"Stone			
Signed by	(Company Seal)		
Company Name			
Address			
Phone Number			
Material Safety Data Sheets included			

Forms	of Tender			
Comp	any Informatio	n		
Compa	any Name:			
Addres	SS:			
Postal	Code:			
Work	History			
Years	providing this se	ervice:		
Numbe	er of Employees	s currently active:	-	
Trainin	g provided ann	ually / or as requir	ed:	
Refere	ences			
1)	Municipality _			
	Contact Name	& Position		
	Phone #		Cell#	
2)	Municipality _			
	Contact Name	& Position		
	Phone #		Cell#	
3)	Municipality _			
	Contact Name	& Position		
	Phone #		Cell#	
4)	Municipality _			
	Contact Name	& Position		
	Phone #		Cell#	·

Forms of Tender

Describe Staff Experience your Company is supplying to Township of Georgian Bluffs

Note: Years' experience in this positio	n with your comp	pany & that training is up to-date	
Crew Supervisor	Years	Training	
Operators – Oil Sprayer	Years	Training	
Operators – Chipper Spreader	Years	Training	
Truck Drivers (Number of staff)	Years	Training	
CVOR #			
Roller Operators	Years	Training	
Traffic Control Staff	Years	Training	
Labors	Years	Training	
List other			
EQUIPMENT			
Stone Spreader: Minimum width			
Comments:			
Oil Sprayer: Minimum widthN	Maximum Width S	Single Pass_ NO Joints	
Age of Sprayer: Overall (
Age of opinionoverall	Condition		

EQUIPMENT continued			
Trucks: Age Range		Condition	
Rubber- tire Rollers:	Age Range	Condition	
Comments:			

All bids are to be returned to the undersigned in a SEALED envelope clearly

Marked RFT #2019-09 – Single and Double Surface Treatment for Various Roads in the Township of Georgian Bluffs

Closes - Friday April 5, 2019 1:00 PM

Rick Winters, C.E.T., Director of Operations Township of Georgian Bluffs 177964 Grey Road 18 RR #3, Owen Sound, Ontario N4K 5N5

> rwinters@georgianbluffs.on.ca 519-376-2729 ext. 229