

# **SEALED PROPOSALS FOR GRANULAR "A" WILL BE RECEIVED BY:**

The Corporation of the Municipality of Powassan 250 Clark Street, PO Box 250 POWASSAN, ON, POH 1Z0

REQUST FOR PROPOSAL NUMBER: 2021-03

GRANULAR "A"

**TENDER CLOSING DATE AND TIME:** 10:00 A.M. LOCAL TIME April 30, 2021

**TENDER OPENING TIME:** 10:20 A.M. LOCAL TIME April 30, 2021

To be awarded at the council meeting of

May 4, 2021

**QUOTE FOR:** Crushing, Screening, Supply, Hauling,

Spreading and stockpiling of Granular "A".

This complete tender package must be submitted in a sealed envelope, clearly marked "Granular 'A' RFP: 2021-03"

LOWEST OR ANY QUOTE NOT NECESSARILY ACCEPTED

## **Location Of Work:**

The location of work is to be: as shown in attached map of Municipality-Appendix A, and as described in the bid form. Stockpiling shall be at the Municipal Public Works Yard at 750 Main Street, Powassan, Ontario.

#### **Schedule of Contract Documents:**

- 1. The following information for bidders
- 2. The following Special Provisions
- 3. Bid Form
- 4. Appendix A and B
- 5. Appendix C Proposal Evaluation
- 6. Standards OPSS.MUNI 100, OPSS 206, and OPSS.MUNI 1010 (These forms are not attached hereto)

## **General Information:**

All inquiries concerning the proposal, prior to proposal closing shall be directed to:

Codey Munshaw, Public Works Engineer Municipality of Powassan Box 250, 250 Clark Street, Powassan ON POH 1Z0 Telephone 724-2813 ext. 202 or 705-491-1749/Fax 724-5533

Email: cmunshaw@powassan.net

For the purpose of this document a company conducting work for the Municipality of Powassan, will hereby be referred to as a "Contractor".

The Contractor shall contact the above designated municipal employee for all matters related to the bidding process. The Municipality of Powassan will not be liable for any and all information the contractor receives from other Municipal employees and/or council members.

The Contractor will submit their sealed proposals by traditional mail/drop-off at the previously stated Municipal building before RFP closure. In light of the COVID-19 pandemic, the Municipality will also accept proposals via. email (in PDF format **only**) at <a href="mailto:cmunshaw@powassan.net">cmunshaw@powassan.net</a>, or by fax at 705-724-5533. We encourage all interested parties to use these alternative submission methods (if faxed or emailed, bid deposits shall be mailed via traditional mail, with a copy of the bid deposit attached to the faxed/emailed Proposal Submission). Contractors must submit this entire completed proposal package (excepts Appendix C, which will be completed by Municipal staff).

A Contractor may amend their proposal at any time prior to the set closing date/time by submitting a signed and sealed amendment. No amendments will be accepted post RFP closure. A proposal may be voided by superseding it with a later proposal or letter of withdrawal, prior to the closing date and time.

Any and all RFP's that are received after the quote closing date/time, will be rejected by the Municipality. Any and all unsigned proposals will be deemed unacceptable, and will be rejected by the Municipality.

Notification of Acceptance of proposal will be by telephone and written form of notice, to the address of the Contractor used on the bid forms. The Date of Acceptance shall be deemed to be the date the Contractor receives the Notification of Acceptance.

Due to the COVID-19 precautions taken by the Municipality, the proposal opening process will **not** be open to the public. The bid results will be posted on the Municipal website following the Tender opening.

# **Project Details:**

The work shall consist of the supply, delivery, placement and stockpiling of approximately 14,150 tonnes of granular 'A' as directed by the Municipal Public Works Engineer or Foreman, together with all materials, labour, equipment, tools and all other things necessary to complete the work in accordance with the provisions of the contract documents.

Stockpile will be located at the Municipality of Powassan Public Works yard, 750 Main Street, Powassan.

# The Municipality would like this work to be completed by JUNE 15, 2021

Granular 'A' extraction must be from a valid lid	censed industrial pit or quarry. It is the
responsibility of the bidder to ensure proper o	perations and licensing. Name of pit/quarry
product is to be taken from	, and the materials extracted are
(fill in pit sourced or o	quarried). A copy of Aggregate Resources Act
License for source of material must accompan	y Proposal.

The quantities listed in the bid form are approximate only and are subject to increase or decrease at no liability to the Municipality beyond the bid unit price. Any and all changes to quantities shall be approved by the Public Works Engineer.

For the unit price bid, the Contractor shall perform his/her work in such a way to cause the least possible inconvenience to the travelling public and shall provide all necessary warning signs and flagmen or other protective and/or warning devices as required by Ontario Traffic Manual-Book 7.

Sub-contractors will not be accepted to perform work.

The work shall be completed during daylight hours only.

For the unit price bid, the Contractor shall supply all materials, labour, tools, equipment and all other things necessary to complete the work in accordance with these contract documents and to the satisfaction of the Municipal Public Works Foreman or his representative.

Measurement for payment shall be made in tonnes per truck. Measurement and ticket for each

load will be issued to the Municipal Public Works Engineer. The method of weighing shall be by permanent scale, portable flat scale, or loader scale. Proof of calibration of scale must be provided prior to commencement of work. Confirmation of the aggregate weight, performed at the MTO Wasi Truck Inspection Station, may be requested at any time during construction by the Public Works Engineer or Foreman.

Each loading ticket (as described in the above paragraph) shall contain the corresponding road ID for which load was placed on. If a load was spread on two different roadways, the ticket shall contain both road ID's and an approximate percentage (to the nearest 25%) of the amount of material placed on each roadway.

## **Truck Load Spreading Coverage:**

It will be the responsibility of the Contractor to conform to the following spreading coverage. The Municipality of Powassan withhold the right to randomly inspect the application of materials, to ensure they meet the following requirements.

30-33 Tonne hopper/belly dump: to be spread uniformly in one (1) round across 130 meters, or an application rate of 250 tonnes/km for one (1) round.

20-23 Tonne Triaxle (using dump box spreader chains): to be spread uniformly in one (1) round across 90 meters, or 250 tonnes/km for one (1) round.

All roadways will consist of two (2), or three (3) rounds of spread aggregates, as identified in Appendix A. The spreading of aggregate round shall conform to Appendix B.

Note: A round is the spreading of aggregates by triaxle or hopper/belly dump across an approximate 2.6meter wide area (as shown in Appendix B), in one direction. Rounds of aggregate application shall be over-lapped at the crown (as shown in Appendix B).

#### **Construction:**

The application of granular 'A' on roadways shall be conducted in tandem with a municipal grader, to ensure that materials are evenly spread across the roadway.

The Contractor will be responsible for coordinating spreading of granular 'A' materials with the Public Works Engineer or Foreman, so that a municipal worker can be provided to grade the roadways during material application. The Contractor shall ensure that material application is done is such a way as to minimize the idle time of municipal employees and equipment. The Public Works Engineer or Foreman reserves the right to stop delivery and reschedule if or when work is not conducted in an efficient manner.

#### **Performance Evaluation:**

Failure to execute the contract in a competent and timely manner will result in the disqualification of the bidder from bidding on the Municipality of Powassan's contracts for a period of two (2) years.

If the work is **not** completed by the proposed timeline date, or by an amended date allowed by an approved extension of time, then the contractor agrees to pay the Municipality a sum of **\$200.00** per calendar day, for each day's delay in finishing the work, as liquidated damages.

#### **Special Provisions:**

The Contactor shall be responsible for ensuring a uniform consistent application of materials, and shall do so at the rates listed provided in the "Truck Load Spreading Coverage" section of the Tender document.

Where any discrepancy exists between these Special Provisions and the standard OPSS, the Special Provisions shall govern.

## **Provisional Items:**

Items of work that may be required during the course of construction, but the exact requirements of which will depend on budget compatibility, are shown as "Provisional Items". These quantities are anticipated to vary to suit the Municipal budget, or may not be used at all. The Contractor shall price these items accordingly and shall not claim any anticipated loss of profit or increased overhead if any or all of these items are reduced or deleted altogether.

## **Testing:**

The Contractor will be responsible for providing the Public Works Engineer with sieve analysis of the granular 'A' materials (grain size analysis report). The results of these tests shall be provided to the Public Works Engineer five (5) business days prior to placement of granular materials.

Should the Public Works Engineer or Foreman deem it necessary, additional sieve analysis will be conducted on granular 'A' materials at the expensive of the contractor.

# **Contractors Ability To Perform Work:**

The Contractor is required to complete the following statements, and is required to include the said statements using the space provided or similar documentation provided by the Contractor in their Proposal submission.

- <u>Statement A:</u> The Contractor must state contracts and/or experience in successfully performing similar projects.
- <u>Statement B:</u> The Contractor must list all senior supervisory staff to be used during the completion of the contract, and the relative experience of each listed staff member.
- <u>Statement C:</u> Give the location and a description of the construction equipment which the Contractor proposes to use.

Statement A – Contractor's Experience for Reference:
Statement B – Senior Supervisors and Experience:
Statement C – List of Equipment:
Proposed Timelines:
I the contractor propose to start this project on:, and anticipate to complete all work as required in this RFP by:
Please note that the contractor shall work around the school bus schedule to ensure that the buses are not delayed due to this work. The contractor shall not charge any additional costs or increased overhead due to this. The above proposed start and completion dates are based on the Contractors schedule, and will have an impact on the Contractors proposal score (see timeline section of Appendix C) if timeline exceeds June 15, 2021.
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# **Liability/Indemnification:**

The Contractor shall indemnify the Municipality, its officers, employees and agents from all claims, demands, actions, or other proceedings initiated by others arising out of or attributable to anything done, or omitted to be done by the Contractor, its officers, employees or agents in connection with the services performed or required to be performed under this Contract.

Product must be taken from a valid licensed pit. It is the responsibility of the bidder to ensure proper operations and licensing. The name of the pit product is to be taken from, must be provided prior to project commencement.

# <u>Liability/Insurance:</u>

The Contractor shall maintain a policy of motor vehicle liability insurance for both owned and non-owned licensed vehicles having limits of not less than \$5,000,000.00 inclusive per occurrence for bodily injury, death, and damage to property.

The Contractor shall maintain a policy of general liability insurance having limits of not less than \$5,000,000.00 inclusive per occurrence for bodily injury, death, and damage to property.

The general liability policy shall include the Municipality as an additional insured, but only in respect of and for the duration of the services to be performed under this contract and shall contain a cross liability clause endorsement.

The Contractor shall provide proof of valid WSIB coverage.

Prior to the beginning of the	e Contract the Contractor must provide pro	oof of insurance (certificate
of insurance or certified cop	by of policy) to the Clerk of the Municipality	<b>y.</b>
POLICY NO.:	INSURANCE CO.:	<u> </u>
AMOUNT:	EXPIRY DATE:	
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# **Motor Vehicles and Excess Loading:**

The Contractor is responsible for having and maintaining a valid CVOR (Commercial Vehicle Operator's Registration) certificate throughout the duration of this contract. Where a vehicle is hauling materials for use on the work under the contract, in whole or in part upon a public highway and where motor vehicle registrations 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, except where there are designated areas in the contract where overloading is permitted. The Service Provider shall bear the onus of weighing disputed loads.

#### **Bidder Deposit:**

Bidders are required to deposit a certified cheque, payable to the Corporation of the Municipality of Powassan for 10% of the total bid price. Unsuccessful bidders' cheques will be returned within thirty (30) days following the contract award. The successful bidder's cheque will be held for a forty-five (45) day period following the completion of the contract, to the satisfaction of the Municipality.

#### Payment, Holdback, and Completion:

The contractor shall be paid in full, at the bid unit price for all quantities of materials placed and supplied to the municipality, upon successful completion of the contract to the satisfaction of the Municipality and after the contractor is awarded a certificate of substantial performance by the

Public Works Engineer (form 6 as per the Construction Liens Act).

The material quantities will be verified against the sum of all material loading tickets provided.

# **Breach of Contract and Contract Termination:**

If the Contractor or Municipality shall fail to meet the terms of the contract herein explained, the party conforming to the contract will have the opportunity to terminate the contract due to the other party breaching the contract. When a non-conformance is noticed by a party, the conforming party has a responsibility to notify (either by letter or email) the non-conforming party. The non-conforming party will have 10 business days to meet the terms of the contract, failure to do so will be a breach of contract and will be grounds for immediate dismissal.

Additionally, should the Contractor or Municipality knowingly provide false information during the completion of this contract document, it will be henceforth considered that the complying party was given insufficient information to formal accept the contract; meaning that the contract will be now in void, unless both parties can agree on new terms to this contract.

## **Health & Safety:**

All work performed under this Contract must be carried out in accordance with the Municipality's Health and Safety Policy and any federal and provincial health and safety legislation and regulations. Failure to comply with this condition will be considered a breach of contract.

The Contractor will hold the responsibility of the constructor according to the Occupational Health and Safety Act, during the course of construction.

It will be the responsibility of the Contractor to ensure: that all employees/workers within the construction zones wear all appropriate PPE (Personal Protective Equipment), all regulations and procedures within the Occupational Health and Safety Act are met, that the health and safety of all workers or employees is protected, and that the health welfare and property of all residents/civilians is preserved.

Any and all unsafe acts committed during the completion of this contract, shall be brought to the attention of the operations manager who shall notify the on-site foreman. If the occurrence/act is not rectified in a timely manner, the Ministry of Labour will be informed.

# Bid Form

The Contractor has carefully examined the conditions and specifications attached and referred to in this contract, and has carefully examined the site and work location and understands and accepts the said conditions and specifications, and for the prices set forth in this quote, hereby offers to furnish all labour, equipment and materials, except as otherwise specified in the contract, to complete the work in strict accordance with said conditions and specifications for the

sum provided in the table below:

Sum prov	um provided in the table below:						
Item	Spec	Description	Road ID	Unit	Quantity	Unit Bid Price	Total Bid
1	OPSS 206,OPSS 1010, S.P.	McCarthy Street (0.6km)	5	Tonne	300	\$	\$
2	OPSS 206,OPSS 1010, S.P.	McFadden Line (0.8km)	2005	Tonne	600	\$	\$
3	OPSS 206,OPSS 1010, S.P.	Meat Packers Rd (0.1km)	2010	Tonne	50	\$	\$
4	OPSS 206,OPSS 1010, S.P.	Whitehead Road (0.05km)	2015	Tonne	25	\$	\$
5	OPSS 206,OPSS 1010, S.P.	Chalet Road (0.15km)	2025	Tonne	75	\$	\$
6	OPSS 206,OPSS 1010, S.P.	River Road (0.2km)	2030	Tonne	100	\$	\$
7	OPSS 206,OPSS 1010, S.P.	Butterfield Road (0.2km)	2035	Tonne	1800	\$	\$
8	OPSS 206,OPSS 1010, S.P.	Hummel Line (1.0km)	2045	Tonne	1050	\$	\$
9	OPSS 206,OPSS 1010, S.P.	Hummel Line (1.9km)	2050	Tonne	950	\$	\$
10	OPSS 206,OPSS 1010, S.P.	Hummel Line (2.0km)	2055	Tonne	1000	\$	\$
11	OPSS 206,OPSS 1010, S.P.	Sand Crescent (0.7km)	2060	Tonne	350	\$	\$
12	OPSS 206,OPSS 1010, S.P.	English Line (1.4km)	2090	Tonne	1050	\$	\$
13	OPSS 206,OPSS 1010, S.P.	English Line (0.6km)	2095	Tonne	300	\$	\$
14	OPSS 206,OPSS 1010, S.P.	Tower Line (0.6km)	2100	Tonne	300	\$	\$
15	OPSS 206,OPSS 1010, S.P.	South Street (0.2km)	2172	Tonne	100	\$	\$
16	OPSS 206,OPSS 1010, S.P.	Loxton Line (1.0km)	2435	Tonne	500	\$	\$
17	OPSS 206,OPSS 1010, S.P.	Proudfoot Road (1.3km)	2445	Tonne	650	\$	\$
18	OPSS 206,OPSS 1010, S.P.	Main Street East (0.4km)	2452	Tonne	300	\$	\$
19	OPSS 206,OPSS 1010, S.P.	Forestry Road (2.6km)	2455	Tonne	1950	\$	\$

# Bid Form

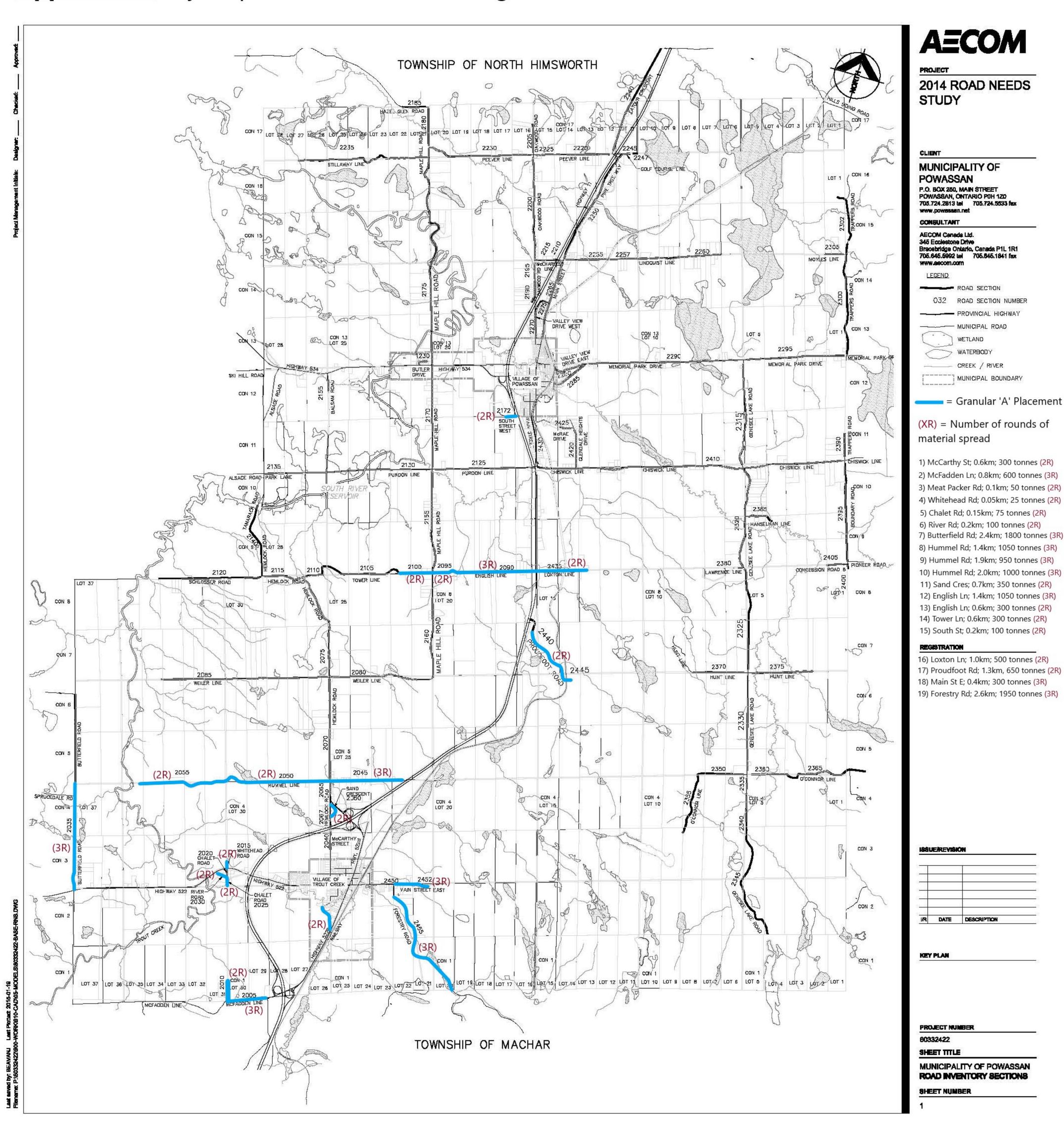
Road Total	Provisio	onal Ite	Total	11450	
17	Stockpile at Public Works Yard		Tonne	2700	\$ \$
				HST	\$
				<b>Total Bid</b>	\$

# Bid Form

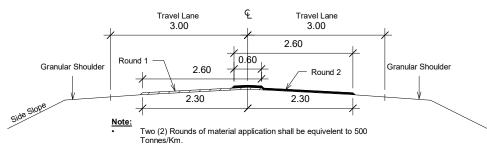
I/We (the Contractor) promise that: I/we are over the age of 18, are of right mind,

legally binding contract with the N	phol or controlled substances, wish to enter into a funicipality of Powassan, and agree to perform the tree that work is completed as I/We previously:
Name of Individual or Firmhereinafter referred to as the "Contractor" (Print) Address:	
Phone Number	
Authorized Signature	
Title	_
Date	<u> </u>
Witness or Firm Seal	

# **Appendix A:** Key Map Of Granular Resurfacing

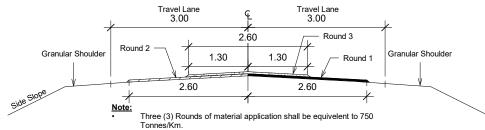


# Appendix B: Granular 'A' Application Specification



 A round is the spreading of aggregates by triaxle or hopper/belly dump across an approximate 2.6 meter wide area.

Two (2) Round Application



 A round is the spreading of aggregates by triaxle or hopper/belly dump across an approximate 2.6 meter wide area.

Three (3) Round Application

Powassan

The Municipality Of Powassan: Engineering Department

	No.	Description	Date
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Municipality Of Powassan
Granular 'A' Application
Specification

Gravel R	loadways
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Project number	2019-05	
Date	June 17, 2019	
Drawn by	Codey Munshaw, EIT	
Cheeked by	N/A	Cool

SP-2019-01

2019-06-18 11:43:54 AM



# **Appendix C - Proposal Evaluation**

(To be completed by Municipal Staff)

Contractor: .	Date:	

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Timeline					
Score (of 5)	Description	Contractor Score (Place an "X" in the row corresponding to Contractors Score)			
5	Contractor's timeline will meet or be completed prior to the requested deadline.				
(0 to -10)	Contractors proposal does not meet the requested timeline. Score = (1- (#weeks over deadline)) x 5  Max score of -10				
0	Contractor did not provide a valid quote in accordance with RFP document, did not include this section, or timeline is deemed not to be feasible/acceptable. Submission will be considered incomplete.				
	Quality of Submission Package				
Score (of 5)	Description	Contractor Score (Place an "X" in the row corresponding to Contractors Score)			
5	The Contractor submitted the completed proposal will all required documentation.				
4	The Contractor submitted the completed proposal with the required documentation to be submitted later.				
0	Contractor did not provide a valid quote in accordance with RFP document, did not include proposal sections, or quote was deemed not to be feasible/acceptable.				
	Work Related Experience				
Score (of 10)	Description	Contractor Score (Place an "X" in the row corresponding to Contractors Score)			
10	Contractor submitted statements in the "Contractors ability to perform work" section that exceeds the Municipality's expectations				
8	Contractor submitted statements in the "Contractors ability to perform work" section that meets the Municipality's expectations				

6	Contractor submitted quality statements in the "Contractors ability to perform work" section, however the contractors experience is slightly less than the Municipality's expectations	
4	Contractor submitted statements in the "Contractors ability to perform work" section that do not meet the Municipality's expectations	
2	Contractor submitted poor statements in the "Contractors ability to perform work" section that do not meet the Municipality's expectations	
0	Contractor did not provide a valid quote in accordance to RFP document, did not include this section, or the submitted work related experience is deemed not to be acceptable.	
	Pricing	
Score (of 30)	Description	Contractor Score (Place the corresponding "Score" in the row corresponding to Contractors proposal Score)
0-30	Pricing for proposals will be based on the following formula: Pricing Score = $30 - 5((r) - 1)$ , where r= proposal pricing rank (with the lowest bid being rank 1, and the rest of the ranks being awarded from lowest to highest accordingly).	
0	Contractor did not provide a valid quote in accordance to RFP document, an error was found in the bid costing, or the quote price was deemed not to be acceptable.	
	Budget	
Score (of 30)	Description	Contractor Score (Place the corresponding "Score" in the row corresponding to Contractors proposal Score)
0-30	All proposals will be evaluated using the following formula: $BudgetScore = 30x\left(\frac{NewStockpileSize}{RequestedStockpileSize}\right)$ The new stockpile size will be determined by subtracting the 2020 budget from the total proposal bid, dividing this number by the unit bid price listed for stockpiled granular 'A' materials, and subtracting this number from the requested stockpile size. If the	

	new stockpile size equals or exceeds the request stockpile size, then a score of 30 will be awarde	
Material Quality		
Score (of 20)	Description	Contractor Score (Place an "X" in the row corresponding to Contractors Score)
20	The Contractor is proposing to use quarried mart that conform to OPSS requirements	ials
10	The Contractor is proposing to use pit sourced granular 'A' materials conforming to OPSS requirements	
0	Contractor proposed to use materials that do no conform to OPSS requirements (sieve analysis for granular 'A' materials proposed to be used, did no meet the gradation range specified in the OPSS	or not
Total Service Provider Score (Combined Score For All Categories)		
Score (of 100)		

**Note:** In the case of a tie in evaluating proposals, the contract shall be awarded to the contractor providing better rated material quality. If both proposals use quarried materials conforming the OPSS specifications, then the overall contract price shall be the tie breaker.

The proposal evaluation will be completed after bid opening on April 30, 2020. Upon the completion of the proposal evaluation, the evaluation scores will be compared. The Contractor that submitted the proposal with the highest overall score will be awarded the contract.

Any and all proposals that are incomplete, late, or do not follow the guidelines specified in the RFP; will receive a 0 in all categories of the proposal evaluation.