



2297 Highway 12,
PO Box 130
Brechin, Ontario L0K 1B0
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Municipal Works Department

REQUEST FOR QUOTATION

Contract # ID-09-2024

Sealed Quotations for: Hot Mix Pavement Patching

As Described Herein and Addressed:

**Attention Josh Kavanagh
Director of Infrastructure
By Courier or Drop off
Township of Ramara Administration Building
Box 130, 2297 Highway 12, Brechin, ON L0K 1B0**

Please submit completed proposal in person or by mail in a sealed envelope quoting the above tender number and closing date.

Electronic Submissions will also be accepted and may be forwarded to jkavanagh@ramara.ca, and shall include all pages of the tender, and all supporting documentation.

CLOSING

DATE: March 20th 2024

TIME: 12:00 PM

PUBLIC OPENING: NO

**LOCATION: Township of Ramara Administration Building
Box 130, 2297 Highway 12, Brechin, ON L0K 1B0**

LATE SUBMISSIONS WILL NOT BE ACCEPTED

The Township reserves the right to accept or reject all or any submissions.

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INSTRUCTIONS TO BIDDERS

i. DEFINITIONS

The following definitions apply to the interpretation of the Request for Quotation;

1. **“Bidder”** means a person or entity that is submitting a tender in response to the Tender Process.
2. **“Constructor”** means the successful person or company engaged in the construction business.
3. **“Contract”** means an agreement to be signed between the Owner and a successful bidder pursuant to the tender process.
4. **“Contractor”** means the successful bidder pursuant to the tender process that has extended a contract.
5. **“Contract Administrator”** means a person authorized or appointed by the Township to act on behalf of the Owner in any particular capacity.
6. **“Closing Time”** Time and Date of Tenders has the meaning ascribed thereto in section ii of these instructions to bidders.
7. **“OPS”** means the current Ontario Provincial Standards published by the Ontario Standards organization.
8. **“Start Work Order”** means the document in writing, referred to in the tender, form that is issued by the Deputy Manager of Infrastructure or the Engineer that authorizes the Contractor to begin the work.
9. **“Tender”** means the tender documents issued by the Owner in respect of a specific opportunity and also refers to the documents submitted by a bidder in response to this tender process.
10. **“Tender Documents”** means the documents listed in section iii of these Instructions to Bidders.
11. **“Work”** means the work to be performed by a Contractor pursuant to a Contract issued as a result of this tender as described in the Contract Documents and includes, but is not limited to, the work generally described in Section ii of these Instructions to Bidders.
12. **“Director of Infrastructure”** means the Director of Infrastructure for the Township of Ramara or such other person, partnership or corporation as may be authorized by the Council to act on their behalf in any particular capacity.

ii. GENERAL OVERVIEW

1. SCOPE

The supply and application of hot mix asphalt patching at various locations throughout the Township.

2. FORM OF QUOTE

All quotations must be on the forms provided, clearly marked with "Hot Mix Asphalt Patching"

3. QUOTATION DEPOSIT

A certified cheque made payable to the Township of Ramara in the amount of \$1,000.00 (One Thousand Dollars) must be submitted with the quotation. The cheque of the unsuccessful bidders will be returned within 10 days of the quotation acceptance. The cheque of the successful bidder will be retained until the Township accepts the completed works.

4. FREEDOM OF INFORMATION

All submissions to the Township become the property of the Township and such are subject to the "*Municipal Freedom of Information and Protection of Privacy Act.*"

5. BRIBERY/FRAUD

Should any bidder or any of their agents give or offer any gratuity or attempt to bribe any employee of The Township, or to commit fraud, the Township shall be at liberty to cancel the prospective bidder's submission or contract.

6. PURCHASING PREFERENCE

No preference will be given to any business for goods and/or services provided to the Township

7. INSURANCE

The Successful bidder(s) shall maintain and pay for Comprehensive General Liability Insurance with an insurer acceptable to the Township. The coverage shall include premises and all operations liability to be performed by the bidder. This insurance coverage shall be subject to limits of not less than **Five Million Dollars (\$5,000,000.00)** inclusive **per occurrence** for bodily injury, death and damage to property including loss of use thereof for any one occurrence.

The policy shall include **The Corporation of the Township of Ramara** as an additional insured in respect of all operations performed by or on behalf of the Bidder. The Bidder(s) shall be entirely responsible for the cost of any deductible that is maintained in any insurance document.

The Insurance Policy shall not be altered, canceled or allowed to expire or lapse, without thirty (30) days prior written notice to the Township.

The Liability Insurance shall not contain any exclusion of limitations in respect of shoring, underpinning, rising or demolition of any building or structure, pile driving, caisson work, collapse of any structure or land from any cause.

Where applicable the bidder(s) shall carry standard automobile and non-owned automobile liability insurance and shall protect them against all liability arising out of the use of owned or leased vehicles, used by the Bidder(s), its employees or agents. The limits of the liability for both owned and non-owned vehicles shall not be less than **Two Million Dollars (\$2,000,000.00)** per occurrence.

8. WORKPLACE SAFETY AND INSURANCE BOARD (WSIB)

The successful bidder(s) shall supply a Certificate from the Workplace Safety and Insurance Board prior to the start of the contract indicating that all of the assessments the bidder(s) or subcontractor(s) is liable to pay under *Worker's Safety Insurance Board Act* or successor legislation have been paid and they are in good standing with the Board.

Effective January 1 2013, Bill 119 legislates that all Contractors and Sub-Contractors categorized under class G: construction, shall have WSIB account and clearance coverage prior to commencing any contract.

Alternatively, if the successful Bidder(s) is an Independent Operator and is not categorized under Class G: Construction, the Bidder(s) shall submit a letter, from the WSIB, confirming that s/he has Independent Operator Status under the WSIB Act for work to be carried out for the Township of Ramara. If the Bidder(s) does not have Independent Operator Status, the Bidder shall;

- I. Complete an Independent Operator Status Questionnaire upon being awarded the contract; and,
- II. Fund all costs associated with any appeal of a determination by WSIB that the Bidder is not an Independent Operator; and,
- III. Provide proof of Employer's Liability Insurance (provided either by WSIB or the Contractor's insurance provider.

The Bidder(s) acknowledges and agrees that the Township is not hiring an employee(s) to perform the work associated with this Tender. As such the Township reserves the right to terminate all Contracts associated with this Tender if all appeals have been exhausted and the bidder(s) are determined by WSIB or court or tribunal of competent jurisdiction to be an employee. Any and all monies to be paid to the bidder(s) shall be returned regardless of the extent of work that has been completed to that point, and all material and documents associated with the Tender, as well as Township property, shall be returned to the Township. The bidder(s) acknowledges and agrees that any work completed to the date the appeal process has been completed, and an unfavorable determination is made will be provided to the Township for free and without any expectation of compensation. The risk associated with completing any work while there is an appeal process underway is entirely born by the bidder(s).

9. TRAFFIC CONTROL

The Contractor shall control traffic in accordance with Book 7, Temporary Conditions Ontario Traffic Manual, by the Ministry of Transportation, as published by the University of Toronto Press, with attention to the following conditions.

- The Contractor shall maintain two-way traffic on the road at all times, during construction, except in the immediate vicinity of the Contractor's operation.
- During working hours when a single lane operation may be permitted, with the Director of Transportation Maintenance and Construction's approval, provided the traffic is controlled by traffic control persons.
- The Contractor shall provide for vehicle movement from all houses and businesses, churches, etc., which presently have access along the line of construction.
- The Contractor shall provide for pedestrian movements from all houses and businesses who presently have access along the line of construction.
- Construction Signs
 - a) The Contractor shall supply, place and maintain all barricades, warning signs, delineators and flashing lights necessary for the protection of public and the work, including warning signs of construction operations maintained at both ends of the Contract, for the duration of the Contract, in accordance with the Traffic Control Manual for Roadway Work Operations, Ministry of Transportation of Ontario.

- b) The cost of all signs, barricades, flashers, safety fencing and traffic control persons shall be at no additional cost to the Township.
- c) The contractors shall supply signs with High Intensity Grade Reflective Sheeting Warning Signs: All Warning Signs and Temporary Condition Signs.
- d) All signs, flashers, barricades and delineators shall be cleaned and maintained throughout the duration of the Contract at the Contractor's expense. Any damage to the new surface during the curing period done by traffic or the contractor's equipment will be repaired at the contractor's expense.

10. UNDERGROUND LOCATES

It is the Contractor's responsibility to obtain underground locates if required.

11. ACCESSIBILITY

The Bidder(s) shall comply with the provisions of the *Accessibility for Ontarians with Disabilities Act 2005*, S.O. 2005, chapter 11 and the Regulations with regard to provision of the goods and/or services contemplated herein, including, without limitation, section 6 of Ontario Regulation 429/07, Accessibility Standards for Customer Service, as amended. The Bidder(s), when applicable, shall ensure that its employees, agents, volunteers and representatives receive training regarding the provision of the goods and services to person with disabilities. The Bidder(s) acknowledges that the Corporation of the Township of Ramara, in deciding to purchase goods or services through its procurement process, is required to consider the accessibility for persons with disabilities, when applicable and practical to do so.

12. HEALTH & SAFETY

All work performed under this contract must be carried out in accordance with the terms and conditions of the Ontario Occupational Health and Safety Act (OHSA or the Act), applicable Regulations, applicable standards, and other applicable legal requirements.

Unless otherwise stated, the successful bidder, for the purposes of the Act, shall be designated as the 'Constructor' for this project. The constructor has complete control of the work on behalf of the Township and is responsible for regulatory compliance and safe work procedures on the job site.

Any requirement for a Notice of Project to be submitted to the Ministry of Labour (MOL) is the sole responsibility of the constructor.

The Constructor further acknowledges and agrees that any breach or breaches of the Occupational Health and Safety Act, applicable Regulations, Standards, Environmental

Protection Act, other legal requirements ,and/or their own Health & Safety Policies and Procedures whether by the Constructor or any of its subcontractors may result in:

- The termination of the contract,
- The immediate removal of the Constructor and/or sub-contractor's equipment from the site,
- The forfeiture of all sums owing the constructor/or sub-contractor by the Township Of Ramara

The Constructor's health and safety responsibilities will include the following:

- where hazardous materials, physical agents and/or designated substances are used in the performance of the required work, the successful bidder shall ensure that the requirements of the Occupational Health and Safety Act, applicable Regulations and environmental requirements are complied with,
- ensure workers are aware of the hazardous substances that may be in used at the workplace,
- ensure workers are provided with and wear the appropriate personal protective equipment required for the area when engineering controls aren't practicable,
- demonstrate the establishment and maintenance of health and safety program, with objectives and standards and will provide qualified workers and meet all applicable legislation,
- The Constructor acknowledges that they are familiar with the Occupational Health and Safety Act, applicable Regulations, applicable Standards and other legal requirements that applies to the work being conducted,
- The Contractor covenants and agrees to observe strictly and faithfully the provisions of the Occupational Health and Safety Act, applicable Regulations, and rules circulated there under together with the Constructor's Health and Safety Policies and Procedures.
- The Constructor agrees to indemnify and save the Township of Ramara harmless for damages or fines arising from any breach or breaches of the said Occupational Health and Safety Act and other applicable legal requirements.
- The Constructor agrees to have a competent supervisor on site at all times when work is in progress, and that this supervisor enforces safe work practices.
- The Constructor shall allow access to the work site on demand to representatives of the Township of Ramara to inspect work sites.
- The Constructor agrees that any damages or fines that may be assessed against the Township of Ramara by reason of a breach or breaches of the Occupational Health and Safety Act and applicable Regulations by the

Constructor or any of its sub-contractors will entitle the Township of Ramara to off-set the damages so assessed against any monies that the Township of Ramara may from time to time owe the Constructor under this contract or under any other contract whatsoever.

- Where any portion of the work or services in this Contract is contracted to a sub-contractor, the Constructor agrees that the provisions of this section (**12. Health & Safety**) will apply to the subcontractor and the Constructor will enforce said provisions.
- The Township of Ramara may consider previous OHSA violations as grounds for rejection and the Township of Ramara may terminate any contract arising from this document if the Bidder is continuously in violation of OHSA requirements.

Proof of the above may be required by the Township at any time from tendering to project completion.

13. ASSIGNMENT OF CONTRACT

The successful Bidder(s) shall not assign transfer, convey, sublet or otherwise dispose of this contract or his/her right, title or interest therein, or his/her power to execute such contract, to any other person, company or City, without the previous consent, in writing, of the Township's officials, which consent shall not be unreasonably withheld.

14. SPECIFICATIONS

- a. 50 mm HL-4 hot mix asphalt is to be supplied and placed at various locations throughout the Township as directed by the Director of Infrastructure or his designate.
- b. No asphalt overlay shall be placed on damp or wet surfaces.
- c. All Hot mix asphalt patches shall be placed in conformance with OPSS 310.
- d. In most instances the Township will batch jobs together for the contractor's convenience.

15. GUARANTEED MAINTENANCE/WARRANTY

The finished product shall be warranted, covering all Contractor supplied materials and workmanship for a period of one (1) year from the date of final acceptance of the Work.

The Contractor will be required to make permanent repairs, satisfactory to the Township, for any area identified as being deficient due to materials or workmanship used in the Works at the sole discretion of the Owner.

Should the Contractor fail to comply with the required repairs, the Owner may, after providing the Contractor fourteen (14) calendar day's written notice, take such measures, as the Owner deems necessary to have the repairs completed.

Any repair work shall be completed prior to the end of the warranty period.

16. COMPLETION

Time shall be of the essence of this agreement.

17. WEIGHING

Weighing shall be carried out in accordance with the Ministry of Transportation Form 502, current at the time of this quotation. Copies of MTO Form 502 are available upon request from the MTO District office.

18. DAMAGE BY VEHICLES AND OTHER EQUIPMENT

If at any time, in the opinion of the Director of Infrastructure or her designate, damage is being done or is likely to be done to any highway or 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, on the direction of the Director of Infrastructure and at the Contractor's own expense, make changes in or substitutions for such vehicles or other equipment or shall alter loadings or shall in some other manor remove the cause of such damage to the satisfaction of the Director of Infrastructure, including re-routing haul routes.

19. LOADING OF MOTOR VEHICLES

Where a vehicle is hauling material for the use on the specified work, 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 vehicle to be loaded beyond its legal limit as specified in the Highway Traffic Act, whether such vehicle is registered in the name of the contractor or otherwise.

20. AWARD OF QUOTATION

The award of the tender will take the following into consideration:

- a. Expertise;
- b. Access to equipment possessing the required safety devices to conform to all regulations
- c. Availability;
- d. Reliability;
- e. Past Performance; and,
- f. Price.

21. HIGHWAY TRAFFIC ACT

The Bidder(s) of any equipment being used under hire by the Township shall be responsible to ensure the equipment is in full compliance of all statutes of the Highway Traffic Act, R.S.O. 1990.

22. WORKING AROUND RAILWAYS

The Contractor shall be responsible for contacting the appropriate railway agency to arrange for flagmen, protection, clearance, etc. before working on or in the immediate vicinity of the railway tracks or right of way. The Contractor should give enough warning to the agency (usually 48 hours) prior to the commencement of work, on or near the railway. No work shall be done in these areas without clearance from the railway authority.

23. PRICING AND PAYMENT

Payment at the contract price shall be compensation in full for the supply of all labor, equipment and materials necessary to complete the work to the satisfaction of the Director of Infrastructure upon submission of invoice after completion.

Each Asphalt Patch will be invoiced separately and paid upon submission of invoice after completion.

24. HOURS OF WORK

Spreading will only take place between the hours of 7:30 am and 5:00 pm., Monday to Thursday, at the discretion of the Director of Infrastructure, or her designate. If the Contractor wishes to extend the normal working hours, all overtime expenses incurred by the Township will be reimbursed by the Contractor.

25. TERM OF QUOTATION

The term of this quotation will be for 2 years, commencing upon the Townships acceptance and end May 1st 2026.

26. QUALIFICATIONS

The successful Bidder shall be a company of recognized standing at least five (5) years' experience in this type of work and have the necessary equipment and skilled labor to carry out the work adequately.

27. CONDITIONS

The Contractor has carefully examined the provisions, plans, specifications and conditions attached to this quotation and had carefully examined the site and location of the work to be done and the Contractor understands and accepts the said provisions, plans, specifications and conditions and, for the prices set forth in this tender, hereby offers to furnish all machinery, tools, apparatus and other means of construction, furnish all materials except as otherwise specified and to complete work in strict accordance with the provisions, plans, specifications and conditions attached to this quotation.

28. SUBMISSION FORMAT & CONTENTS

28.1 GENERAL FORMAT OF SUBMISSION

The Township **will not** accept any other format of the schedule I items Prices other than that provided within this Request for Quotation. Schedule I items and Prices are to be completed **in full** as provided in this document with no modifications, additions or deletions. **Failure to complete Schedule I as stipulated may result in disqualification of the bid submission.**

28.2 CONTENTS OF SUBMISSION

The Request for Quotation response submission should include the following information only and shall be submitted in the same sequence provided:

- I. **Completed Bidder Information Form**
- II. **Operator Experience.**
- III. **Health and Safety:**
 - a. Provide a current and valid certificate of clearance from WSIB
 - b. Provide a current MSDS Sheet for all products quoted
- IV. **Provide all mandatory information as requested within Schedule I**
- V. **Ensure Schedule I is initialed and dated.**
- VI. **Completed Schedule II – Ability and Experience Form.**
- VII. **Provide a completed Declaration of Accessibility Compliance Form.**

iii. TENDER DOCUMENTS

QUOTATION FORM

THE CORPORATION OF THE TOWNSHIP OF RAMARA

Hot Mix Pavement Patching

DOCUMENTS TO BE ENCLOSED WITH THIS FORM INCLUDING BUT NOT LIMITED TO:

- **Bidder Information Form**
- **Health & Safety Information**
- **Current MSDS Sheet for products quoted**
- **Schedule I – Items and Prices**
- **Schedule II – Ability and Experience Form**
- **Declaration of Accessibility Compliance Form**

BIDDER INFORMATION FORM

**BIDDERS MUST COMPLETE THIS FORM AND INCLUDE WITH THEIR SUBMISSION
PLEASE ENSURE ALL INFORMATION IS LEGIBLE.**

Company Name	
Bidder's Main Contact Individual	
Address (Including postal code)	
Office Phone #	
Toll Free#	
Cellular#	
Fax#	
E-Mail Address	
Website	
HST Account #	

**I CERTIFY THAT ALL PRICES IN SCHEDULE I CONSTITUTE THE OFFICAL QUOTATION
BID**

NAME: _____
(PRINT)

AUTHORIZED SIGNATURE: _____

DATE: _____

SCHEDULE I – ITEMS AND PRICES

The total bid price shall be all inclusive with H.S.T. extra

Any modifications of this form will result in the bid being disqualified. This form must be completed in full.

Item	Description		Cost per square meter (excluding HST)
1	Areas 20 square meters and less		\$ _____
2	Areas greater than 20 square meters up to 50 square meters		\$ _____
3	Areas greater than 50 square meters up to 100 square meters		\$ _____
4	Areas greater than 100 square meters		\$ _____

Certified Cheque in the amount of \$ _____ is herewith enclosed.

Quotation price shall be good until May 1st, 2026.

SCHEDULE II – ABILITY AND EXPERIENCE FORM

The Bidder shall provide below three (3) separate Customers **other than the Township** having purchased a similar size and design of goods and/or services as specified herein for a previous three (3) year period from the issuance of this document.

REFERENCE #1	
Customer	
Contact Name & Phone Number	
Date of Purchase	
Description of Goods or Services Provided	
REFERENCE #2	
Customer	
Contact Name & Phone Number	
Date of Purchase	
Description of Goods or Services Provided	
REFERENCE #3	
Customer	
Contact Name & Phone Number	
Date of Purchase	
Description of Goods or Services Provided	

REFERENCE RELEASE FORM

I _____ (authorised signatory for the submitting firm) authorize the Township to contact the person and/or organization listed on the ABILITY & EXPERIENCE FORM, for the purpose of obtaining information relating to the bidder

The Township reserves the right to call references if in its sole discretion finds a need to do so.

The Township reserves the right to check other references other than listed herein.

DECLARATION OF ACCESSIBILITY COMPLIANCE FORM

Company Name: _____
 Print Name: _____
 Title: _____
 Date: _____

I acknowledge that I am required to comply with Section 6 of Ontario Regulation 429/07 (Accessibility Standards for Customer Service) made under the *Accessibility for Ontarians with Disabilities Act, 2005*. I confirm that my employees, agents, volunteers and representatives who are required to receive training under the Act have completed the required. I will provide to The Corporation of the Township of Ramara any further documentation that confirms this training upon its request.

I will indemnify the Corporation of the Township of Ramara from and against any costs, expenses, fines, penalties, damages or losses that may arise or may be incurred as a result of my failure to comply with these requirements.

I declare that I have read, understood and will meet all enacted accessibility standards as amended from time to time.

I further declare that if applicable I will undertake to ensure any sub-contractors hired by _____ (insert company name) for the completion of work contracted by the Township will also comply with the above requirements.

 Authorized Signature
 I have authority to bind the corporation.

 Date