



**Municipality of
Magnetawan**

P.O. Box 70, 4304 Hwy 520
Magnetawan, ON
P0A 1P0

Lead Contact: Scott Edwards
Public Works Superintendent
P.O. Box 70, 4304 Hwy 520
Magnetawan, ON
P0A 1P0

Email: publicworks@magnetawan.com

Request for Tender

Project Name: “TENDER 2021-01 Slurry Seal Surface Treatment”

Date of issue: Monday March 22, 2021

Tender Submission Deadline: Friday April 16, 2021

Section 1 Introduction and General Instructions

1.01 Introduction

The Municipality of Magnetawan is inviting tenders for Slurry Seal Treatment.

This Request for Tender document (and any other applicable attachments or addenda) is available in PDF format through the Municipality of Magnetawan's website at www.magnetawan.com

Any information contained in the Request for Tender that is changed by the Bidder (except for filling in the blanks) will be grounds for disqualification.

Magnetawan's Procurement By-law is available for review at the Municipal Office or on the website.

1.02 Submission of Tenders

Tenders shall be submitted in the form and format specified in Section 3 and shall include the completed Form of Tender included as Section 5 at the end of this document. A designated signing officer authorized to bind the Bidder to the provisions of their Tender must sign the Form of Tender. Any addenda issued by the Municipality of Magnetawan in accordance with Subsection 1.06 must be acknowledged by the Bidder on the Form of Tender.

All hard copy tenders must be signed, sealed, the envelope marked with the Bidder's name and the Project Name, and received by: The Municipality of Magnetawan, P.O. Box 70, 4304 Hwy 520, Magnetawan, ON P0A 1P0

Electronic submissions will be accepted in response to this RFT due to the COVID-19 pandemic. Electronic submissions will not be reviewed until the tender opening date.

Faxed submissions will not be accepted.

Project Name: TENDER 2021-01 Slurry Seal Surface Treatment

Tenders must be received no later than Friday April 16, 2021 at 3:00pm

Tenders must not be restricted by a statement added to the Form of Tender or by a covering letter, or by alterations to the Form of Tender supplied unless otherwise provided in the RFT.

The onus unequivocally remains with the Bidder to ensure that the Municipality of Magnetawan receives Tenders delivered by the Tender Submission Deadline, in accordance with the submission process described in this section. Tenders received after the Tender Submission Deadline will not be considered.

1.03 Contacts

All questions or inquiries must be made in writing or email to the Lead Contact named below by the specified date and time:

*Scott Edwards
Public Works Superintendent
PO Box 70, 4304 Hwy 520
Magnetawan, ON
POA 1P0
publicworks@magnetawan.com*

IMPORTANT: A Bidder may be disqualified if they make inquiries, between the Tender issue date and the notification of the Award, in a manner other than that described in this RFT or to anyone involved in the process who is not the Lead Contact, including but not limited to the members of Council. This is to ensure that each Bidder receives the same information, and that no Bidder receives unfair treatment during the RFT process.

1.04 Schedule

The schedule set out herein represents the Municipality of Magnetawan’s best estimate of the schedule that will be followed, and it is intended to be a guideline.

The approximate schedule is as follows:

RFT Issue Date	Monday March 22, 2021
Final date of posting addenda	Friday April 9, 2021 by 4:30pm
Tender Submission Deadline	Friday April 16, 2021 by 3:00 p.m.
Tender Opening	Friday April 16, 2021 by 3:30 p.m.

1.05 Required Review and Clarification

Bidders shall carefully review this RFT. If questions concerning clarification of the contents of this document arise, the questions must be made in writing and received by the Lead Contact to allow time for the issuance of any necessary addenda. Protests based on any omission or error or on the content of the RFT will be disallowed if these perceived faults have not been brought to the attention of the Lead Contact.

In submitting a Tender, the Bidder acknowledges that they have read, completely understand, and accept the terms and conditions of the RFT in full. The Municipality of Magnetawan is not responsible for any misunderstanding of the RFT.

1.06 Amendments to the RFT

The Municipality of Magnetawan may issue addenda as they are received, clarify and/or modify certain aspects of the RFT prior to the Tender Submission Deadline. No addenda shall be posted after **Friday, April 9, 2021**. Addenda will be posted to our website at www.magnetawan.com and will be available in the Municipal Office.

1.07 Reserved Rights of the Municipality of Magnetawan

The Municipality of Magnetawan reserves the right to:

- a. make public the names of any or all Bidders and their quoted price.
- b. request written clarification or the submission of supplementary written information in relation to the clarification request from any Bidder and incorporate a Bidder's response to that request for clarification into the Bidder's Tender.
- c. adjust a Bidder's scoring or reject a Bidder's Tender based on:
 - i) a financial analysis,
 - ii) information provided by references,
 - iii) the Bidder's past performance on previous contracts awarded by the Municipality of Magnetawan,
 - iv) the information provided by a Bidder pursuant to the Municipality of Magnetawan exercising its clarification rights under this RFT process; or
 - v) other relevant information that arises during the RFT process.
- d. verify with any Bidder or with a third party any information set out in a Tender.
- e. check references other than those provided by any Bidder.
- f. disqualify any Bidder whose Tender contains misrepresentations and/or any other inaccurate and/or misleading information or qualifications.
- g. disqualify any Bidder or the Tender of any Bidder who has engaged in conduct prohibited by this RFT.
- h. make changes, including substantial changes, to this RFT provided that those changes are issued by way of addenda in the manner set out in this RFT.
- i. select the Bidder other than the Bidder whose Tender reflects the lowest cost to the Municipality of Magnetawan or the highest overall score.
- j. cancel this RFT process at any stage.
- k. cancel this RFT process at any stage and issue a new RFT for the same or similar deliverables.
- l. accept or reject any or all Tenders in whole or in part.
- m. discuss with any Bidder different or additional terms to those contemplated in this RFT or in any Bidder's Tender.
- n. if a single Tender is received, reject the Tender of the sole Bidder and cancel this RFT process
- o. to negotiate with the two lowest Bidder(s).

These reserved rights are in addition to any other expressed rights or any other rights which may be implied in the circumstances.

1.08 Not Responsible for Costs

The Municipality of Magnetawan shall not pay any costs associated with the preparation, submission, or presentation of the Bidder's Tender. The Municipality of Magnetawan shall not be liable for any expenses, costs or losses suffered by the Bidder or any third party resulting

from the Municipality of Magnetawan exercising any of its expressed or implied rights under this RFT.

1.09 Tender Expiry Date

Bidders hereby acknowledge that their Tenders shall be irrevocable for a period of 60 days from the Tender submission deadline. Extensions to this period may be granted with the mutual agreement of the Municipality of Magnetawan and the successful Bidder and may be initiated by either party.

1.10 Confidentiality and Ownership

Any information provided to the Bidder by the Municipality of Magnetawan before, during or after the project is completed shall be treated as confidential and shall not be used or communicated by the Bidder or any third party in any way unless otherwise identified or permitted by the Municipality of Magnetawan. The information, reports, documentation, plans, etc. that are produced by the successful Bidder in response to this project shall become the exclusive property of the Municipality of Magnetawan. However, intellectual property, such as specific tools, templates, processes, etc. that the Bidder provides as part of the deliverables remains the property of the Bidder.

1.11 Invoicing

The Vendor will be solely responsible submitting a proper invoice as defined in the Construction Act, R.S.O. 1990 to the Municipality in accordance with the schedule and requirements of Section 2.04. In addition to the statutory requirements of a proper invoice, Contractors shall also submit the following documentation to the Municipality:

- a. A valid WSIB clearance certificate that covers the invoice period;
- b. If holdback is being retained by the Municipality, then on the second invoice (if applicable) and every invoice thereafter, a Statutory Declaration from the Contractor declaring that all accounts for labour, subcontracts, productions, construction equipment, and other indebtedness which may have incurred by the Contractor in the substantial performance of the Work and for which the Municipality might in any way be held responsible have been paid in full, except for amounts properly retained as a holdback or as an identified amount in the dispute on form CCDC 9A-2018 or some other alternative form acceptable to the Municipality; and
- c. Supporting documentation including weight tickets for materials used to substantiate the Work delivered and/or performed to date.

1.12 Method of Delivery of Invoices

- a. The Contractor shall send invoices to both the attention of the Municipal contact(s) specified in the Contract and the Treasurer. The Contractor shall reference the Project Name in the email subject line and/or envelope.
- b. Invoices not received by the Municipal contacts set out herein as instructed will not be acknowledged or considered received by the Municipality.
- c. Invoices delivered after 4:00 pm between Monday to Friday or statutory holiday or weekend will be considered received on the next business day.

1.13 Processing of Proper Invoices

Failure of the Contractor to submit a Proper invoice will not be processed for the payment by the Municipality until a Proper invoice is received by the Municipality. It is the Contractor's responsibility to submit and re-submit a Proper Invoice to the Municipality whether the Municipality provides notice or not.

1.14 Payment Disputes

- a. Upon receipt of a Proper Invoice from the Contractor, the Municipality may approve or dispute – all or part of the contents of the Proper Invoice.
- b. If the Municipality does not agree with the invoiced Work or amounts, the Municipality will review the invoice with the Contractor and try to resolve the disputed amounts within ten (10) calendar days from the date of receipt. If the invoice cannot be resolved between the Municipality and the Contractor within ten (10) calendar days, the Municipality may pay the portion that it determines is owing and will include with the payment an explanation for any reduction of the invoiced amount. Any Notice of Non-Payment shall comply with the Construction Act.
- c. The Municipality may withhold payment under the Contract for any disputed amounts, without interest until such dispute is settled or resolved – informally or formally i.e. litigation, adjudication or any formal dispute resolution procedure.
- d. No payment made under the Contract will constitute a waiver of any terms of the Contract or any other rights available at law or equity.
- e. Unless otherwise agreed to by the parties, the Municipality will not be liable for any charge or fees for late payment.
- f. If the Contractor is in any way indebted to the Municipality, either under the terms of the Contract or for any other reason, the Municipality shall have the right of set-off to the extent of such debt.

1.15 Freedom of Information

Any personal information required in the Tender is received under the authority of the Municipality of Magnetawan. This information shall be an integral component of the submission. All written Tenders received by the Municipality of Magnetawan become a public record. Once a Tender is accepted by the Municipality of Magnetawan and the contract has been awarded, all information contained in the Tenders may be available to the public, including personal information. Questions about the collection of personal information and the *Municipal Freedom of Information and Protection of Privacy Act, 1989, R.S.O. 1990*, as amended may be directed to the Lead Contact.

1.16 Additional Requirements

- a. A certified cheque made payable to the Municipality of Magnetawan in the amount of ten per cent (10%) of the total Tender must be submitted with the Tender, for deposit purposes. Deposit cheques of unsuccessful bidders will be returned within ten business (10) days of the Tender opening. The cheque of the successful bidder shall be retained until the Municipality's acceptance of the completed work.
- b. The successful bidder may file with the Municipality of Magnetawan, a completed Performance Bond. The Bond shall be signed and sealed by a recognized Bonding Company, in the amount of one hundred per cent (100%) of the total estimated Tender. Upon receipt of such a bond, the Municipality of Magnetawan will return the Contractor's Tender deposit cheque.

Section 2 Scope of Work and Project Requirements

2.01 Scope of Work

Recent observations reveal some longitudinal cracking at the centre-line and other cracking in diverse areas along the segment. Therefore, a slurry seal has been deemed the best option for preserving the road and extending its useful lifespan. The following points apply to this work:

- a. The Contractor must verify the work envelope dimensions.
- b. The slurry seal shall be applied in accordance with all appropriate industry standards and Ontario Provincial Standards Specification (OPSS), with quality workmanship and materials.
- c. It is **essential** that the slurry applications do not form a seam at the centre-line, but in fact overlap same in order to seal the crown.
- d. It is **essential** that precautions be taken to prevent oil-based products and by-products from entering any neighbouring waterbody.
- e. The slurry seal shall continue into the aprons of intersecting streets to the lesser of five (5) metres, or the termination of the asphalt.
- f. The asphalt emulsion shall be rapid setting type designed for Slurry Seal work. The aggregate will consist of clean, sound, durable limestone screenings which shall be free of clay, loam, and other deleterious materials. Portland cement mineral filler shall be considered part of the blended aggregate.
- g. The final aggregate gradation including mineral fillers, if required, shall fall within Type II Gradation for Slurry Seal from OPSS 337.
- h. All water used with the Slurry Seal mixture shall be potable and free from harmful soluble salt. Application rate testing will be carried out by the Contractor if requested by the Owner at no additional cost. The Contractor is to supply all equipment required for application rate testing.
- i. Sweeping and/or vacuum type sweeping of existing surface as required prior to placement of Slurry Seal to be done by the Contractor and be included in the price. Stockpiling of refuse sand in working areas for pick up later can be negotiated with the Roads Staff and be reflected in the price.
- j. Book 7 Temporary Conditions traffic controls are to be implemented by contractor.
- k. It is **essential** that controlled traffic flow be permitted. However, this must be done in a way that does not compromise the quality of the finished work, especially with regards to curing time.
- l. Damage to Highways If, in the opinion of the Director of Public Works, or his agent, damage is being done, or is likely to be done, to any highway, or any improvement thereon, other than such as in part of the work, by the Contractor's vehicles or other equipment, whether licensed or unlicensed, the Contractor shall, at the direction of the Director of Public Works, or his/her agent, at the Contractor's own expense, make changes in, or substitutions for such vehicles and, or, equipment or, shall alter loadings or shall in some other manner remove the cause of such damage to the satisfaction of the Director of Public Works or his/her agent.
- m. Vehicle Loading Weighing shall be carried out in accordance with OPSS 102, or the latest revision thereof. Where a vehicle is hauling material for use on the work under this contract, in whole or in part on a public highway, and where motor vehicle registration is required, the Contractor shall not permit any vehicle in his/her employ to be loaded beyond said legal limit.

- n. Spills Reporting Spills or discharges of pollutants or contaminates under the control of the Contractor, and spills or discharges of pollutants or contaminants that are the result of the Contractor's operations that cause or are likely to cause adverse effects shall forthwith be reported to the Contract Administrator. Such spills or discharges and their adverse effects shall be as defined in the Environmental Protection Act R.S.O. 1980. This reporting shall not relieve the Contractor of his/her legislated responsibilities regarding such spills or discharges.
- o. Any foreseen problems with these conditions should be addressed to the Superintendent of Public Works.

There shall be no sub-contracting of the work by the contractor without the written approval of the Scott Edwards, Superintendent of Public Works. The contractor is to provide all required equipment and materials required for the re-surfacing work (there are several quarries in the area).

2.02 Services Required

The services to be provided by the successful Bidder will include but not be limited to those areas as set out below.

Church Street from Bay Street to the end being North of William Street :
estimated 2,400 square meters

\$ _____

Chikopi Road from Hwy 124 to the end:
estimated 10,800 square meters

\$ _____

Magnet Road North from West Poverty Bay Road to the end :
estimated 8,400 square meters

\$ _____

Magnet Road South from West Poverty Bay Road to the end:
estimated 3,000

\$ _____

Estimated Area: 24,600 Square Metres

Price per Square Metre:

\$ _____

Subtotal:

\$ _____

HST:

\$ _____

Total

\$ _____

2.03 Core Key Deliverables/Requirements

The Municipality has the following general requirements of a potential preferred vendor for Slurry Seal:

- a. The successful bidder shall deliver a certified copy of the Firm's Public Liability and Property Damage Insurance Policy for the works, within ten (10) calendar days of receiving the Acceptance Notice. Coverage shall be at least five million dollars (\$5,000,000) per accident in the name of the Municipality. Failure to provide such proof shall result in cancellation of the Contract and forfeiture of the bid deposit. (Also see Form M-100, Subsections 106-1 and 106-2)
- b. The successful bidder shall also deliver proof of Workman's Safety Insurance Board (WSIB) coverage within ten (10) calendar days of receiving the Acceptance Notice. The Municipality may also require HST compliance.

2.04 Payment Schedule

Payment of the contract amount, subject to the statutory holdback (*Construction Act*) and the deficiency holdback referenced in section 2.05, shall be made promptly upon the Issuance of the Certificate of Substantial Completion and the receipt of a proper invoice as set out in section 1.11.

2.05 Deficiency Hold Back

In addition to statutory holdback and any other remedy available to the Municipality, the Municipality may withhold up to Five percent (5%) of the total value of Work performed ("Deficiency Holdback") for a period of up to two (2) years following the Substantial Performance of the Contract. Upon rectification and completion of the deficiencies in accordance with the Contract Documents and as approved by the Municipality and/or Contract Administrator, the Deficiency Holdback (less any monies owed to the Municipality by the Contractor) will be released to the Contractor. All monies payable to the Municipality by the Contractor, including but not limited to the costs and expenses incurred to rectify the deficiencies that the Contractor fails to rectify and complete to the Municipality's satisfaction may be retained out of the Deficiency Holdback.

2.06 Performance Evaluation:

Failure to execute the contract in a competent manner shall result in the bidder's disqualification from bidding on the Municipalities future contracts for a period of two (2) years.

2.07 Completion Date:

The contractor shall complete the work by **July 23, 2021 at 4:00pm**. If the time limit above is not adequate to permit completion by the contractor working a normal number of hours, the contractor shall make changes to permit the work to be completed by the above date. Additional costs incurred shall be deemed to be included in the price bid for the work. If the work is not completed by the above date, or by an amended date allowed and approved in writing by the Municipality, the contractor agrees to pay the Municipality a sum of five hundred dollars (\$500.00) per calendar day for each delayed day in finishing the work, excluding weekends. The contractor shall be responsible for any and all damages, or claims for damages or injuries or accidents done or caused by him/her or his/her employees or resulting from the prosecution of the works, or any of his/her operation, caused by reason of the existence or location or condition of works, or of any material, plant, or machinery used therein or which may happen by reason

thereof or arising from any failure, neglect or omission on his/her part, or on the part of his/her employees to do or perform any or all of the several acts or things required to be done by him/her or them under this agreement and by these conditions and covenants and agrees to hold the Municipality of Magnetawan harmless, and indemnified for all such damages and claims for damage.

Section 3 Requirements

3.01 Submission

For the Municipality of Magnetawan to evaluate Tenders fairly and completely, Bidders shall provide **all** information requested in the format set out in the RFT. Failure to provide all required information as detailed in this section may result in the Bidder being disqualified or scoring poorly in the evaluation.

Each Proponent shall submit one (1) set of their Tender, containing the following items:

<ul style="list-style-type: none"> • An indication of the Proponent’s understanding of the project scope and requirements, including how the specific required services shall be met. 	
<ul style="list-style-type: none"> • An overview of the Company submitting the proposal, along with an overview of any sub-contractors which will be taking part in the work on behalf of the Proponent, and their legal/contractual relationship to the Proponent. 	
<ul style="list-style-type: none"> • An overview of the Proponent’s experience and expertise, as well as the expertise of any sub-contractors that will be involved as part of the Proponent’s team. 	
<ul style="list-style-type: none"> • A Completed proposal package including signatures. 	
<ul style="list-style-type: none"> • Proposal Addendums signed by Proponent for acknowledgement. 	
<ul style="list-style-type: none"> • All necessary funds. 	

3.02 Evaluation Criteria, Process and Award

The Municipality of Magnetawan may make an award based on the tenders received without further discussion with the Bidders. Therefore, each initial offer should contain the Bidder’s best terms/information, including all required documentation as listed in this RFT.

The evaluation committee will recommend Award to Council for the Bidder achieving the specifications required and the lowest price.

The successful Bidder shall be notified of the Award in writing to the e-mail address given on the Form of Tender, and/or may be contacted verbally by the Lead Contact.

3.03 Ontario Provincial Standard Specification (OPSS) and Form M-100

The slurry seal shall be applied in accordance with all appropriate industry standards and Ontario Provincial Standards Specification (OPSS), with quality workmanship and materials.

Section 4 Evaluation of the Tenders

4.01 Evaluation Criteria, Process and Award

As part of the evaluation process, the Municipality of Magnetawan may contact one or more Bidders to clarify or obtain more information about their Tender or to request the Bidder to exhibit or otherwise demonstrate the information contained therein. The purpose of these discussions will be to ensure full understanding of the requirements of the RFT and Tender. Discussions will be limited to specific sections of the RFT identified by the evaluation committee. The Lead Contact will only hold discussions with Bidders who have submitted a tender deemed to be reasonably acceptable for Award.

The Municipality of Magnetawan may make an award based on the tenders received without further discussion with the Bidders. Therefore, each initial offer should contain the Bidder's best terms/information, including all required documentation as listed in this RFT.

4.02 Basis of Rejection of Tender

Tenders not conforming to the requirements within this document and/or the following will be disqualified:

- a. Tender must be legible, in ink, typewritten, or by printer.
- b. Tender must be in the possession of the Municipality of Magnetawan by the closing date and time and on form provided.

Tender must be signed and sealed by an authorized official of the bidding organization. A joint tender must be signed and sealed by each company.

Section 5 Form of Tender

I/We, the Undersigned, having examined this Request for Tender, do hereby offer to enter into an Agreement with the Municipality of Magnetawan to provide Slurry Seal Surface Treatment, without undue delay, and completed by July 23, 2021 given a start date of June 1, 2021.

I, We _____
(Name-Print) (Position)

of _____
(Company Name)

Dated at _____ this _____ day of _____, 2021.

AUTHORIZED SIGNATURE

STREET ADDRESS

CITY PROVINCE POSTAL CODE

TELEPHONE NO. FACSIMILE NO. E-MAIL ADDRESS

Receipt of any issued addenda shall be acknowledged by initialing in the space provided below.

Addendum No. 1 _____ Addendum No. 2 _____ Addendum No. 3 _____

Receipt of any issued addenda shall be acknowledged by initialing in the space provided below
Last posted addendum on the website on Friday April 9, 2021 _____

Signature in the designated space, by an authorized officer of the Bidder's company affirms acceptance of the Request for Tender requirements set forth in this document, the associated costs attributed to the business arrangement between the Bidder and the Municipality of Magnetawan, and hereby certifies that the information supplied in this Tender to be true and complete in all respects.

Company Seal