



THE CORPORATION OF THE TOWNSHIP OF CRAMAHE

REQUEST FOR PROPOSAL (RFP) NO. 2022-05

SIDEWALK REPAIR REPLACEMENT PROGRAM 2022

Phil Kelly,
Acting Supervisor of Public Works
Heather McColl,
Public Works Clerk
Tel: 905-355-2821 Ext 221
heather@cramahe.ca

TENDER CLOSING DATE: Monday, September 19th, 2022, 02:00 p.m. Local Time

GENERAL CONDITIONS

Having examined the Request for Proposal as listed herein and Schedules attached, all as issued by the Township of Cramahe, we hereby offer to enter into a Contract to perform the Work required by the Bid Documents in Canadian funds.

Article I. Declarations

We hereby declare that:

- 1) We agree to complete the work in compliance with the Request for Proposal on or before **November 15th, 2022.**
- 2) No person, firm, or corporation other than the undersigned has any interest in this Bid or in the proposed Contract for which this Bid is made;
- 3) This Bid is open to acceptance for a period of 90 days from the date of the bid closing;
- 4) In submitting this Bid, we recognize that the Municipality may accept any Bid, or elect to reject all bids;
- 5) The Bid shall be formatted in price in dollars per linear meter of sidewalk based upon a 1.5 meter wide sidewalk meeting the thickness requirements of the standards.
- 6) Lowest or any tender not necessarily accepted.
- 7) The Vendor agrees to indemnify and save the Municipality harmless to public and private property from any and all claims and demands whatsoever, arising from or in any way connected with property damage while performing services for the Township of Cramahe.
- 8) **The awarding of this tender is subject to the approval of the Township of Cramahe Council.**

The undersigned, proposer agrees to supply and deliver all goods and/or services for prices (s) proposed to the Corporation of the Township of Cramahe in accordance with all terms, specifications and conditions specified herein.

FIRM NAME: (Tendered).	AUTHORIZED SIGNATURE:
ADDRESS:	PRINT NAME AND TITLE:
TELEPHONE NUMBER:	DATE:
FAX NUMBER:	

1.0 INSTRUCTIONS TO BIDDERS

Definition: the term "Municipality", Shall mean The Corporation of the Township of Cramahe.

Article II. Submittals Procedure

1.1 All Request for Proposals shall be delivered to the Township of Cramahe, as described in 1.5. Request for Proposals delivered after the said time will be returned unopened. All Request for Proposals must clearly indicate "Request for Proposal for Sidewalk Repair Replacement Program 2022", the Bidders name and address.

1.2 The lowest or any Request for Proposal will not necessarily be accepted, and the Municipality reserves the right to reject all Request for Proposals submitted or select options from various Request for Proposals or to select any Request for Proposal for reasons deemed to be in the best interests of and for the best value for the Municipality.

1.3 Bidders must complete all parts of the Request for Proposal in accordance with the Request for Proposal documents as specified herein.

1.4 Quantity of Responses

One (1) hard copy proposals delivered to the location at the date and time are requested.

1.4.1 All proposals must be comprehensive and in sufficient detail so as to permit complete evaluation in accordance with the criteria set out herein. These proposals must be copies of the complete response submitted in **sealed packaging and signed by an authorized officer of the bidder.**

1.5 Time, Date, and Address for Response Submission

The proposal documents described in 1.1 above shall be submitted to the following individual, on or before 2:00 p.m. (local time) on **September 19th, 2022**, to the following:

Attention: RFP 2022-05, Sidewalk Repair Replacement Program 2022

Address: The Corporation of the Township of Cramahe
Public Works Department
1 Toronto Street, P.O. Box 357
Colborne, Ontario K0K 1S0
Attention: Phil Kelly, Supervisor.

Phone: 905-355-2821

The Requests for Proposals will be opened in Council Chambers at the Townhall

1.6 Language of Response Submissions

Proposals and related documents shall be submitted in English.

2.0 BIDDERS INFORMATION

This Request for Proposal is for a qualified company / contractor, to recommend, provide detailed cost information and conduct the works required to complete the Sidewalk Repair Replacement Program 2022 for the Township of Cramahe, 1 Toronto Street, P.O. Box 357, Colborne, Ontario.

3.0 FACSIMILE OR ELECTRONIC BIDS

Facsimile or Electronic Bids will not be accepted. Bids must be legible, written in ink or typewritten.

Proposals written in pencil will not be considered.

4.0 REQUEST FOR PROPOSAL PRICES

Bid Prices must be valid for 90 days after the Request for Proposal closing date stated herein. After this time elapses, the bids may only be accepted with the consent of the successful bidder.

5.0 NEGOTIATIONS

The Township of Cramahe reserves the right to enter into negotiations with the selected Proponent. If the Municipality and the selected Proponent cannot negotiate a successful contract, the Municipality may terminate the negotiations and begin negotiations with the next selected Proponent. This process will continue until a contract has been executed or all Proponents have been rejected. No Proponent shall have any rights against the Municipality arising from such negotiations.

6.0 Bidders **must** bid on all sections. The lowest or any bids not necessarily accepted.

QUESTIONS

1. Questions concerning General Conditions or Scope of Work must be communicated to the Municipality's Public Works Clerk for clarification. Any material changes resulting from inquiries will be documented in writing to the bidders prior to the closing date and time.
2. Bidders are requested to make all inquiries prior to **September 14th** at 4:00 pm.
3. Person to contact: Heather McColl
Public Works Clerk
Tel: 905-355-2821 ext. 221
Email: heather@cramahe.ca
5. All inquiries and communications with The Township of Cramahe about this RFP throughout the bid period are only to be directed to the individual identified in this, Section: Questions, Section 3.

Non-compliance with this condition during the bid period may (for that reason alone) result in disqualification of the bidders offer.

PAYMENT

1. Payment may be made 30 days after delivery pursuant to the Bidder submitting an invoice, contract requirements being completed, and work being deemed satisfactory.

SCHEDULE "B" – STANDARD TERMS & CONDITIONS

1. DEFINITIONS

- Municipality: The Corporation of the Township of Cramahe, its successors and assigns.
- Bidder: The person, firm or corporation submitting a Bid to the Municipality.
- Company: The person(s), contractor(s), firm(s) or corporation(s) to whom the Municipality has awarded the Contract, its successors and assigns.
- Contract: The purchase order authorizing the Company to perform the work, purchase order alterations, the document and addenda, the bid and surety.
- Subcontractor: A person(s), firm(s) or corporation(s) having a contract with the Company for any part of the work.
- Document: The document(s) issued by the Municipality in response to which bids are invited to perform the work in accordance with the specifications contained in the document.
- Bid: An offer by a Bidder in response to the document issued by the Municipality.
- Equipment: The materials, machinery, assemblies, instruments, devices, or articles as the case may be, or components thereof, which are the subject of the Contract.
- Work: All labour, materials, products, articles, fixtures, services, supplies, and acts required to be done, furnished and/or performed by the Company, which are subject to the Contract.

2. SUBMISSION OF PROPOSALS

Proposal invitation shall be in accordance with the Township of Cramahe Procedural By-law 2020-77 and will apply for the calling, receiving and opening of proposals. The Municipality will be responsible for evaluating proposals, awarding and administering the contract in accordance with the Procedural By-law.

The proposal must be submitted on the form(s) supplied by the Municipality unless otherwise provided herein. The envelope must not be covered by any outside wrappings, i.e. courier envelopes or other coverings.

The Proposal must be signed by a designated signing officer of the Bidder.

Proposals must be legible, written in ink or typewritten. Erasures, over-writing or strike outs must be initialed by the Bidder's authorized signing officer.

The proposal must not be restricted by a covering letter, a statement added, or by alterations to the document unless otherwise provided herein.

Failure to return the document or invitation may result in the removal of the Bidder from the Municipality's bidder's list.

Proposals received after the closing date and time will not be considered and will be returned, unopened.

Should a dispute arise from the terms and conditions of any part of the contract, regarding meaning, intent or ambiguity, the decision of the Municipality shall be final.

FAX Proposals are not acceptable.

3. CONTRACT DOCUMENTS AND ORDER OF PRECEDENCE

The Contract documents shall consist of all the pages of the Proposal documents issued by the Municipality and the Company's Proposal. Do not remove any pages from the Proposal document.

The Contract and portions thereof, take precedence in the order in which they are named above, notwithstanding the chronological order in which they are issued or executed.

Amendments to the Contract, in the form of Change Notices shall take precedence over the documents or portions thereof amended thereby.

Change Notices, Appendices, and Addenda to any Contract document shall be considered part of such document.

The intent of the Contract is that the Company shall supply equipment, materials, or services complete and suitable for the Municipality's intended use.

None of the conditions contained in the Bidder's standard or general (printed) conditions of sale shall be of any effect unless explicitly agreed to by the Municipality and set forth or specifically referred to therein.

The Contract shall be governed and interpreted in accordance with the laws of the Province of Ontario.

4. CLARIFICATION OF PROPOSAL DOCUMENTS

Any clarification of the Proposal documents required by the Bidder prior to submission of its Proposal shall be requested through the Municipality's contact identified in the document. Any such clarification so given shall not in any way alter the document and in no **case shall** oral arrangements be considered.

No officer, agent or employee of the Municipality is authorized to alter orally any portion of these documents. During the period prior to submission of Proposals, alterations will be issued to Bidders as written addenda. The Bidder shall list in its Proposal all addenda that were

considered when its Proposal was prepared.

5. PROOF OF ABILITY

The Bidder may be required to show, in terms of experience and facilities, evidence of its ability, as well as that of any proposed subcontractor, to perform the work by the specified delivery date.

6. DELIVERY

Unless otherwise stated, the work specified in the bid shall be delivered or completely performed by the Company as soon as possible and in any event within the period set out herein as the guaranteed period of delivery or completion after receipt of a purchase order therefore.

A detailed delivery ticket or piece tally, showing the exact quantity of goods, materials, articles or equipment, shall accompany each delivery thereof. Receiving by a foreperson, storekeeper or other such receiver shall not bind the Municipality to accept the work covered thereby, or the particulars of the delivery ticket or piece tally thereof.

Work shall be subject to further inspection and approval by the Municipality.

The Company shall be responsible for arranging the work so that completion shall be as specified in the Contract.

Time shall be of the essence of the Contract.

7. PRICING REQUIREMENT

Prices shall be in Canadian Funds, quoted separately for each item stipulated, F.O.B. destination.

Prices shall be firm for the duration of the Contract.

Prices proposed must include all incidental costs and the Company shall be deemed to be satisfied as to the full requirements of the proposal. No claims for extra work will be entertained and any additional work must be authorized in writing prior to commencement. Should the Company require more information or clarification on any point, it must be obtained prior to the submission of the proposal.

Payment shall be full compensation for all costs related to the work, including operating and overhead costs to provide work to the satisfaction of the Municipality.

All prices tendered shall include applicable taxes, customs duty, excise tax, freight, insurance, and all other charges of every kind attributable to the work. Harmonized Sales Tax shall be shown as extra, unless otherwise specified.

If the Bidder intends to manufacture or fabricate any part of the work outside of Canada, it shall arrange its shipping procedures so that its agent or representative in Canada is the importer of

record for customs purposes.

Should any additional tax, duty or any variation in any tax or duty be imposed by the Government of Canada or the Province of Ontario become directly applicable to work specified in this document subsequent to its submission by the Bidder and before the delivery of the work covered thereby pursuant to a purchase order issued by the Municipality appropriate increase or decrease in the price of work shall be made to compensate for such changes as of the effective date thereof.

8. TERMS OF PAYMENT

Where required by the Construction Act, appropriate monies may be held back until 60 days after the completion of the work.

Payments made hereunder, including final payment, shall not relieve the Company from its obligations or liabilities under the Contract.

Acceptance by the Company of the final payment shall constitute a waiver of claims by the Company against the Municipality, except those previously made in writing in accordance with the Contract and still unsettled.

The Municipality shall have the right to withhold from any sum otherwise payable to the Company such amount as may be sufficient to remedy any defect or deficiency in the work, pending correction of it.

Payment may be made 30 days after delivery pursuant to the Bidder submitting an invoice, contract requirements being completed and work being deemed satisfactory.

9. ALTERNATES

Any opinion with regard to the use of a proposed alternate material, product or design specification determined by the Municipality shall be final. Any Bid proposing an alternate will not be considered unless otherwise specified herein.

10. EQUIVALENCY

Any opinion determined by the Municipality with respect to equivalency shall be final.

11. ASSIGNMENT AND SUBCONTRACTING

The Company shall not assign or subcontract the Contract or any portion thereof without the prior written consent of the Municipality.

12. FINANCING INFORMATION REQUIRED OF THE COMPANY

The Municipality is entitled to request of the Company to furnish reasonable evidence that financial arrangements have been made to fulfill the Company's obligations under the Contract.

13. **LAWS AND REGULATIONS**

The Company shall comply with relevant Federal, Provincial, and Municipal statutes, regulations and by-laws pertaining to the work and its performance. The Company shall be responsible for ensuring similar compliance by its suppliers and subcontractors.

14. **CORRECTION OF DEFECTS**

If at any time prior to one year (or specified warranty/guarantee period if longer than one year) after the actual delivery date of the equipment, material or service any part of the equipment or material becomes defective or is deficient or fails due to defect in design, material or workmanship, or otherwise fails to meet the requirements of the Contract, then the Company, upon request, shall make good every such defect, deficiency or failure without cost to the Municipality. The Company shall pay all transportation costs for parts and/or equipment, and/or material both ways between the Company's factory or repair depot and the point of use.

15. **BID ACCEPTANCE**

The Municipality reserves the right to award by item, or part thereof, groups of items, or parts thereof, or all items of the Proposal, and to award contracts to one or more bidders submitting identical Proposals as to price; to accept or reject any Proposal in whole or in part; to waive irregularities and omissions, if in so doing, the best interests of the Municipality will be served. No liability shall accrue to the Municipality for its decision in this regard.

Proposals shall be irrevocable for 60 days after the official closing time.

The acceptance of any Proposal is subject to appropriate funding acceptable to the Municipality.

The placing in the mail or delivery to the address given in the Proposal of a notice of award to a bidder by the Municipality shall constitute notice of acceptance of Contract by the Municipality to the extent described in the notice of award.

16. **PROPOSAL PROCEDURES**

Proposals will be called, received, evaluated, accepted, and processed in accordance with the Municipality's purchasing and tendering procedures.

17. **DEFAULT BY COMPANY**

- a) **If the Company:** commits any act of bankruptcy; or if a receiver is appointed on account of its insolvency or in respect of any of its property; or if the Company makes a general assignment for the benefit of its creditors; then, in any such case, the Municipality may, without notice; terminate the Contract.
- b) **If the Company:** fails to comply with any request, instruction or order of the Municipality; or fails to pay its accounts; or fails to comply with or persistently disregard statutes, regulations, by-laws or directives of relevant authorities relating to the work; or fails to perform the work with the skill and diligence; or assigns or sublets the Contract

or any portion thereof without the Municipality's written consent; or refuses to correct defective work; or is otherwise in default in carrying out its part of any of the terms, conditions and obligations of the Contract, then, in any such case, the Municipality may, upon expiration of ten days from the date of written notice to the Company, terminate the Contract.

- c) Any termination of the Contract by the Municipality, as aforesaid, shall be without prejudice to any other rights or remedies the Municipality may have and without incurring any liability whatsoever in respect thereto.
- d) If the Municipality terminates the Contract, it is entitled to:
 - i) take possession of all work in progress, materials and construction equipment then at the project site (at no additional charge for the retention or use of the construction equipment), and finish the work by whatever means the Municipality may deem appropriate under the circumstances;
 - ii) withhold any further payments to the Company until the completion of the work and the expiry of all obligations under the Correction of Defects section;
 - iii) recover from the Company loss, damage and expense incurred by the Municipality by reason of the Company's default (which may be deducted from any monies due or becoming due to the Company, any balance to be paid by the Company to the Municipality).

18. CONTRACT CANCELLATION

The Municipality shall have the right, which may be exercised from time to time, to cancel any uncompleted or unperformed portion of the work or part thereof. In the event of such cancellation, the Municipality and the Company may negotiate a settlement. The Municipality shall not be liable to the Company for loss of anticipated profit on the cancelled portion or portions of the work.

19. QUANTITIES

Unless otherwise specified herein, quantities are shown as approximate, are not guaranteed to be accurate, are furnished without any liability on behalf of the Municipality and shall be used as a basis for comparison only.

Payment will be by the unit complete at the bid price on actual quantities deemed acceptable by the Municipality

20. SURETY

The successful tenderer shall, if the Municipality in its absolute discretion so desires, be required to satisfy surety requirements by providing a deposit in the form of a certified cheque, bank draft or money order or other form of surety, in an amount determined by the Municipality. This surety may be held by the Municipality until 60 days after the day on which all work covered by the Contract has been completed and accepted. The surety may be returned before the 60 days have elapsed providing satisfactory evidence is provided that all liabilities incurred by the Company in carrying out the work have expired or have been satisfied and that a Certificate of Clearance from the WSIB - Workplace Safety Insurance Board has been received.

The Company shall, if the Municipality in its absolute discretion so desires, be required to satisfy fidelity bonding requirements by providing such bonding in an amount and form determined by the Municipality.

Failure to furnish required surety within two weeks from date of request thereof by the Municipality shall make the award of the Contract by the Municipality subject to withdrawal.

21. INSURANCE

The Company shall maintain and pay for Comprehensive General Liability insurance including premises and all operations. This insurance coverage shall be subject to limits of not less than \$3,000,000.00 inclusive per occurrence for third party Bodily Injury and Property Damage or such other coverage or amount as may be requested.

The policy shall include the Municipality as an additional insured in respect of all operations performed by or on behalf of the Company. A certified copy of such policy or certificate shall be provided to the Municipality prior to commencement of the work. Further certified copies shall be provided upon request.

22. LIABILITY

The Company agrees to defend, fully indemnify, and save harmless the Municipality from all actions, suits, claims, demands, losses, costs, charges, and expenses whatsoever for all damage or injury including death to any person and all damage to any property which may arise directly or indirectly by reason of a requirement of the Contract, save and except for damage caused by the negligence of the Municipality or its employees.

The Company agrees to defend, fully indemnify, and save harmless the Municipality from any and all charges, fines, penalties and costs that may be incurred or paid by the Municipality if the Municipality or any of its employees shall be made a party to any charge under the Occupational Health and Safety Act in relation to any violation of the Act arising out of this Contract.

23. VISITING THE SITE

The Company shall carefully examine the site and existing surroundings affecting the proper execution of the work and obtain a clear and comprehensive knowledge of the existing conditions. No claim for extra payment will be allowed for work or difficulties encountered due to conditions of the site which were visible or reasonably inferable, prior to the date of submission of Tenders. Bidders shall accept sole responsibility for any error or neglect on their part in this respect.

24. SAFETY

The Company shall obey all Federal, Provincial and Municipal Laws, Act, Ordinances, Regulations, Orders-in-Council and By-laws, which could in any way pertain to the work outlined in the Contract or to the Employees of the Company.

Without limiting the generality of the foregoing, the Company shall satisfy all statutory requirements imposed by the Occupational Health and Safety Act and Regulations made thereunder, on a Contractor, a Constructor and/or Employer with respect to or arising out of the performance of the Company's obligations under this Contract.

The Company shall be aware of and conform to all governing regulations including those established by the Municipality relating to employee health and safety. The Company shall keep employees and subcontractors informed of such regulations.

The Company shall provide Material Safety Data Sheets (MSDS) to the Municipality for any supplied Hazardous Materials.

25. UNPAID ACCOUNTS

The Company shall indemnify the Municipality from all claims arising out of unpaid accounts relating to the work. The Municipality shall have the right at any time to require satisfactory evidence that the work in respect of which any payment has been made or is to be made by the Municipality is free and clear of liens, attachments, claims, demands, charges, or other encumbrances.

26. SUSPENSION OF WORK

The Municipality may, without invalidating the Contract, suspend performance by the Company from time to time of any part or all of the work for such reasonable period of time as the Municipality may determine.

The resumption and completion of work after the suspension shall be governed by the schedule established by the Municipality.

27. CHANGES IN THE WORK

The Municipality may, without invalidating the Contract, direct the Company to make changes to the work. When a change causes an increase or decrease in the work, the Contract price shall be increased or decreased by the application of unit prices to the quantum of such increase or decrease, or in the absence of applicable unit prices, by an amount to be agreed upon between the Municipality and the Company. All such changes shall be in writing and approved by the Municipality.

28. MUNICIPAL FREEDOM OF INFORMATION AND PROTECTION OF PRIVACY ACT (MFIPPA)

All correspondence, documentation, and information provided to staff of the Municipality by every Bidder, including the submission of proposals, shall become the property of the Municipality, and as such, is subject to the Municipal Freedom of Information and Protection of Privacy Act, and may be subject to release pursuant to the Act.

Bidders are reminded to identify in their proposal material any specific scientific, technical, commercial, proprietary, or similar confidential information, the disclosure of which could cause them injury. Complete proposals are not to be identified as confidential.

29. **DISCLOSURE**

The total number of Proposals and the name of each Bidder will be made available at the public Proposal opening. After the Proposal opening, requests may be submitted to the Municipality for the results, and only the total number of proposals and the name of each Bidder as read out at the Proposal openings will be given in the reply.

SCHEDULE “C” – SCOPE OF WORK

1.0 **PURPOSE**

The Township of Cramahe is seeking proposals from a qualified contractor to recommend, provide detailed cost information and complete the works required to repair and replace various sections of sidewalks within the Township of Cramahe.

2.0 **BACKGROUND**

As a part of the Township of Cramahe annual sidewalk repair and replacement program, various sidewalks have been identified as needing to be replaced. In addition to the typical sidewalk replacement works, these locations exhibited attributes that required repair and or modifications made to improve ease of use for the public and better facilitate maintenance operations.

3.0 **PROJECT SCOPE**

The scope of work includes but is not limited to, functional drawings to illustrate the proposed work, provide quantity and costing information for the proposed works, and to complete the proposed works within a predetermined time frame.

The Township of Cramahe will remove the panels needing replacement and the Contractor is responsible for ground preparation, forming, pouring, and finishing of the concrete, and all items under “Restoration” section.

4.0 **SPECIFICATIONS**

The Contractor will be responsible for ensuring that the following requirements are met:

Concrete Sidewalk

Under these items, the contractor shall supply all labour, fuel, materials, and equipment to construct the concrete sidewalk in accordance with **all current** OPSS and as directed by the Contract Administrator.

The following shall be included, but not limited to:

- Forming, supplying, placing, finishing, cutting, and curing of concrete as directed by the Contract Administrator.
- Dummy joints and contraction joints shall be achieved by saw cuts the day after placement. Tooled joints will not be accepted.

- The Contractor shall place adequate signs and physical barriers around all areas of freshly placed concrete to advise of its presence and prevent access into it. Barriers shall be placed as soon as the concrete has been placed and the crew has moved on, or as soon as the crew is five meters or more away from an unprotected area of a continuous pour. Barriers shall remain in place until at least 24 hours after the concrete has set hard enough to walk on. (This does not imply that areas can be opened to traffic after only 24 hours).
- The above conditions shall be constructed as minimum requirements for safety around areas of freshly placed concrete.
- Concrete surfaces marred by the public, or by traffic from the Contractor's own/sub-contractor forces, or due to animals, shall be replaced by the Contractor at his cost.

Placement of Granular Materials

Supply, place and compact 150mm thickness or Granular 'A' material below the new sidewalk to 100% Standard Proctor Maximum Dry Density (SPMDD) as required to match the new grade profile. Granular materials shall meet the requirements of the current OPSS. Water shall be added to assist in the compaction of the granular materials as directed by the Contract Administrator and shall be included in the Contractor's unit prices. Compaction shall meet the requirements of the current OPSS.

Widening/Lengthening of Existing Sidewalk

Extra excavation may be required to widen or lengthen the sidewalk beyond the width or length of the existing sidewalk and shall be included under this item. All restoration transitions, including private walkways, shall be included.

Concrete Mix

All concrete supplied by the Contractor shall be ready-mix concrete and shall conform to the current Ontario Provincial Standard Specifications (OPSS).

- Class of Concrete Normal 28-Day compressive strength 30 MPa
- Coarse Aggregate 19mm nominal maximum size
- Air Content 7.0% + 1.5%, measured prior to placement
- Slump 70 + 20mm

No water is to be added to concrete on site.

Concrete remaining on truck longer than 1 ½ hours will be rejected.

Restoration

Grade, restore and repair surrounding areas (including asphalt roads, boulevards, and driveways to a minimum of 300mm from the front and back edge of concrete) disturbed during the removal and construction of the concrete sidewalk.

Asphalt to be restored in the road platform shall consist of one (1) 50mm minimum lift of HL8 and one (1) 50mm minimum lift of HL4. Asphalt to be restored in boulevards and in driveways shall be one (1) 50mm minimum lift (or matching existing) of HL3A. Supply and placement of tack coat at all joints shall be required to ensure proper adhesion of asphalt. Hot mix asphalt

shall be in accordance with all current OPSS.

Driveways shall be reinstated to original or better condition to match the new sidewalk grade. Where existing driveway is asphalt, reinstate with a minimum of 150mm of Granular "A" compacted to 100% Standard Proctor Maximum Dry Density (SPMDD) and (1) 50mm minimum lift (or match existing) of HL3A. Supply and placement of tack coat at all joints shall be required to ensure proper adhesion of asphalt.

Where existing driveway is gravel/stone the Contractor shall apply, place, and compact up to a maximum of 1.5m of Granular 'A' material and top the surface with the existing material *clear stone, pea gravel etc. to match existing depth) from the front and back edge of concrete sidewalk as required to match the new sidewalk grade. Granular driveways shall be reinstated with a minimum of 150mm thickness of Granular "A" compacted to 100% (SPMDD). Granular materials shall meet the requirement of current OPSS. Compaction shall meet the requirements of current OPSS. Hot mix asphalt shall be in accordance with all current OPSS. Concrete areas shall be restored with concrete (i.e. private walkways) to a minimum of 300mm from the front and back edge of the concrete sidewalk.

Disturbed grassed areas shall be restored to a minimum of 1.5m from the front and back edge of the concrete sidewalk with a minimum thickness of 100mm fertilized topsoil and No. 1 nursery sod in accordance with all current OPSS as directed by the Contract Administrator. The Contractor shall water the sod to establish growth through and including the first two cuttings of sod.

At locations where the new concrete sidewalk is adjacent to interlocking concrete pavers the pavers shall be removed to a minimum distance 1.5m from the edge of concrete to match the new sidewalk grade. The concrete pavers shall be removed and stockpiled in a location approved by the Contract Administrator. When relaying the concrete pavers, the Contractor will match the preconstruction pattern and the work shall conform to all current OPSS.

Warranty

The Contractor shall warrant and correct, at no additional cost to the Municipality, defects, or deficiencies in the work, which appear prior to and during the period of one year from the date of Final Completion of the Work

Project Timeline Requirements

Contractor work to begin, no later than **September 23, 2022** and work shall be totally completed by **November 15, 2022.**

5.0 PROPOSAL SUBMISSIONS

Each proposal shall:

- a) Identify the name and contact information of the Project Manager;
- b) Describe your Company's experience and similar projects completed;
- c) Provide a detailed explanation of the overall approach to each portion of the project, including proposed techniques and materials used, and provide a functional drawing of the works proposed;
- d) Provide the total upset limit cost to complete each project, including disbursements. This shall include a breakdown of estimated hourly rates, material quantities and unit prices.

- e) Provide a work schedule for each portion of the project, including all restoration works required.

6.0 RESPONSIBILITIES OF THE CONTRACTOR

The Contractor shall be responsible for all of the following requirements:

- a) Maintain a safe workplace/work site in accordance with standard safe work practices and housekeeping.
- b) Compliance with the Occupational Health and Safety Act of Ontario and regulations;
- c) Maintain knowledge of, and be required to comply with, any appropriate safe work practices;
- d) Co-ordinate activities to prevent the disruption of services and operations of the Municipal Departments and Utility Agencies;
- e) Obtain all required permits and utility locates required to conduct the proposed works;
- f) Provide proof of WSIB coverage and liability coverage throughout the duration of each project;
- g) Obey all Federal, Provincial and Municipal Laws, Acts, Ordinances, Regulations, Orders-in-Council and By-laws, which in any way could pertain to the work outlined in the Contract or to the Employees of the Contractor.

7.0 PROJECT ADMINISTRATION

Key municipal staff will be available to provide input and feedback to the Contractor throughout the process. Meetings with applicable staff will be scheduled as required.

All costs associated with the project shall not exceed the Upset Cost Limit provided in the tendered proposal unless the appropriate "Change in Work" procedures have been followed.

Payments for the work completed will be in accordance to the stipulations set out in the General Conditions of this document and shall be based on Time and Materials used by the Contractor to complete the works set out or otherwise amended through the "Change in Work" process. Payment will only be remitted upon **completion of the entire project** in accordance with Request for Proposal Document and to the satisfaction of the Township of Cramahe.

SCHEDULE (D) - PROPOSAL EVALUATION FORM**SIDEWALK REPAIR REPLACEMENT PROGRAM 2022 - PROPOSAL EVALUATION FORM**

The selection of the winning proposals will be based on a numerical scoring system. There are nine categories by which the proposals will be evaluated.

A committee of representatives from the Cramahe Township Public Works Department will evaluate the bid submissions.

<u>CATEGORY</u>	<u>POSSIBLE SCORE</u>	<u>ACTUAL SCORE</u>
a. Experience and Qualification of Company <i>Provide a company profile, and describe the experience of the Company in the field of municipal construction, with a similar scope of work, or within a similar field</i>	20	
b. Demonstrated Understanding of Objectives/Scope of Work <i>The functional drawing and proposal is to demonstrate the Company's understanding of the assignment, including the overall scope and objectives, noting any specific issues that may require extra attention</i>	15	
c. Approach and Methodology <i>The functional drawing and proposal is to demonstrate the Company's comprehensive approach and methodology to be followed in completing all aspects of the assignment, clearly illustrating the final product for each project.</i>	10	
d. Proposed Work Plan, Schedule and Level of Effort <i>The Proponent is to provide a firm schedule, to include all aspects of the project, including all restorative works required.</i>	10	
e. Quality of Submission <i>The quality of the submission will also be evaluated based on compliance, completeness, organization, and innovativeness of the proposal</i>	10	
f. Knowledge of Municipality	5	
g. Unit Prices <i>The Proponent is to provide firm unit prices, to include all fees and disbursements, materials, labour, and equipment used to complete the entire assignment in accordance with the services detailed herein and in the Proponent's proposal</i>	15	
h. Cost (total upset limit costs) <i>The Proponent is to provide a firm upset limit price, to include all fees and disbursements, materials, labour, and equipment used to complete the entire assignment in accordance with the services detailed herein and in the Proponent's proposal</i>	15	
TOTAL	100	