



**Ottawa Valley Waste Recovery Centre
QUOTATION OVWRC 2024-02**

QUOTATION CLOSES: April 18, 2024 at 12:00 P.M.

PURCHASE Miscellaneous Pavement and Concrete Repairs

NAME OF FIRM OR INDIVIDUAL

ADDRESS

CONTACT NAME AND TELEPHONE NO.

Total Tender Amount with HST (From Page 11)
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\$ _____

CONTRACT REVIEW CHECKLIST
Ottawa Valley Waste Recovery Centre

Guidelines for Tenderers

This is NOT a Contract Document.

Tenderers are solely responsible for the regularity of their own bids. However, to assist Tenderers, the OVWRC advises all Tenderers to review their bids with the following questions in mind:

1. Has your firm's name and address been entered?
2. Has your firm's total Tender Price been entered in Section FT-3, 3.3?
 - is it in words?
 - is it in numbers?
 - do the words and the numbers agree?
3. Has the Tender been signed properly?
 - corporation – signed by authorized officer of the corporation and witness signs
 - partnership – two partners sign and witness signs
 - sole proprietorship – owner signs and witness signs
4. Has EACH ITEM in the Schedule of Prices been completed?
5. Has the sub total been entered?
6. Has the total been entered?
7. Does the total in the Schedule of Prices agree with the total in Section FT-3, 3.3?
8. Have any strikeouts or changes been made to the Schedule of Prices?
If so, have they been initialled?
9. Have all the documents been completed in ink or in type?
10. Has your firm checked to see that it has received all Addenda?
11. Have all Addenda been submitted with the Tender documents?
12. Has your firm used the OVWRC's forms to bid?
13. Has your firm obtained and reviewed all Contract Documents?

14. Has your firm ensured that the bid is NOT QUALIFIED by any restrictive statements written in the documents by your firm?
15. Have any changes (overwritings, strikeouts, erasures, etc.) been initialled by the Tenderer?
16. Has the Tender Deposit been included if required?
17. Is the envelope sealed?

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PART I TENDER CALL

The OVWRC is seeking proposals for pavement and concrete repairs to take place at the facility located at 900 Woito Station Rd, Pembroke.

The project is comprised of a revision and the reconstruction of the site entrance, as well as the removal and reconstruction of a concrete curb located near the Administration Building.

The reconstruction to the site entrance as well as the revision to incorporate a new lay by area will require heavy duty flexible pavement. The second stream scale re-entry lane will require removal and reconstruction using light duty flexible pavement. The removal and reinstatement of the concrete curb will also require light duty flexible pavement in front of the curb replacement.

A mandatory site meeting will be held April 4, 2024 @ 11:00 am.

Sealed Tenders are invited for the execution of the works described herein.

Contract Number: OVWRC 2024-02

Described as: Miscellaneous Pavement and Concrete Repairs

Tenders shall be addressed to:

Ottawa Valley Waste Recovery Centre
900 Woito Station Road, RR# 4
Pembroke ON K8A 6W5
c/o Ron McMillan
Operations Supervisor
(Hereinafter the OVWRC)

Please forward any questions or requests for clarification to Kristy Williams via email to:
kwilliams@ovwrc.com

Tenders shall be received until **April 18, 2024 @ 12:00 PM** by the OVWRC, at the address given above. No electronic or faxed submission will be accepted. In-person delivery or delivery by courier accepted.

Tenders received by this time, date and at the location specified above, shall be open and read as soon as possible after that time. There will be no public reading.

PART II TENDER CONDITIONS

TC-1 Completion and Submission of Tenders

- 1.1 The Tenderer shall complete all documents pertaining to this Contract in ink or in type.
- 1.2 If the Tenderer is a Corporation, an authorized officer of the Corporation shall sign the Form of Tender and the signature shall be witnessed.
- 1.3 If the Tenderer is a partnership, a minimum of two partners shall sign the Form of Tender and the signatures shall be witnessed.
- 1.4 If the Tenderer is a sole proprietorship, the sole proprietor shall sign the Form of Tender and the signature shall be witnessed.
- 1.5 The Tenderer shall submit their Tender by the date and time specified in Part I of the Tender.
- 1.6 The Tenderer shall submit to the OVWRC:
 - a. the Tender and
 - b. all Addenda issued by the OVWRC, with respect to this Contract.
- 1.7 The Tenderer shall submit the Tender on the forms supplied by the OVWRC and in a sealed envelope that clearly identifies the contract number, description of the Tender and the Tenderers name. Each tender shall be in a separate envelope.

TC-2 Tender Deposit

- 2.1 A Tender Deposit is not required for this Contract.

TC-3 Agreement to Bond

- 3.1 An Agreement to Bond is not required for this Contract.

TC-4 Addenda

- 4.1 The Tenderer shall ensure that its name and address for receipt of Addenda are included on the OVWRC's list of firms to whom Addenda to this Contract, if any, are to be sent. Inclusion on the OVWRC's list does not absolve the Tenderer of its responsibilities set out in Section TC-9.1 of the Tender.

TC-5 Irregular Tenders

- 5.1 The OVWRC shall be the sole judge of whether a Tender is irregular.

TC-6 Unbalanced Tenders

6.1 The Tenderer shall not submit an unbalanced Tender.

6.2 The OVWRC shall have the right to:

- a. deem a Tender to be unbalanced and
- b. reject a Tender, which it deems to be unbalanced.

TC-7 Collusion

7.1 The Tenderer shall not engage in collusion of any sort and in particular, shall:

- a. ensure that no person or other legal entity, other than the Tenderer, has any interest in the Tenderer's Tender, and
- b. prepare their Tender without any knowledge of comparison of figures with or arrangement with any other person or firm preparing a Tender for the same work.

TC-8 Right to Accept or Reject Tenders

8.1 Notwithstanding any other provision in this Contract, the OVWRC shall have the right to:

- a. accept any Tender;
- b. reject any Tender, and
- c. reject all Tenders.

8.2 The OVWRC reserves the right to reject a Tender of any Bidder who does not furnish satisfactory evidence of sufficient capital, plant and experience to successfully execute and complete the work.

8.3 Without limiting the generality of Section TC-8.1 the OVWRC shall have the right to:

- a. accept an irregular Tender;
- b. accept a Tender which is not the lowest Tender, and
- c. reject a Tender even if it is the only Tender received by the OVWRC.

8.4 Acceptance of the Tender shall occur at the time the OVWRC awards the Tender and not necessarily at the time the award is communicated to the successful Tenderer.

TC-9 Contract Documents

9.1 The Contractor shall obtain and review all Contract Documents listed in the Form of Tender and all addenda issued by the OVWRC, pertaining to this Contract.

- TC-10 Errors, Omissions and Discrepancies in the Contract Documents
- 10.1 If the Tenderer finds any errors or omissions in or discrepancies among the Contract Documents, they shall immediately notify the OVWRC at the address specified in Part I of the Tender.
- 10.2 No oral explanation or interpretation by any person shall modify any of the Contract Documents.
- TC-11 Irrevocability of Offer
- 11.1 The Tenderer shall not revoke its offer until after the expiration of sixty (60) days after the opening of the Tenders by the OVWRC.
- TC-12 Successful Tenderer - WSIB Certificate of Clearance
- 12.1 The successful Tenderer shall provide the OVWRC with a valid Workplace Safety and Insurance Board Certificate of Clearance.
- TC-13 Successful Tenderer - Execution of Form of Agreement
- 13.1 Execution of a Form of Agreement is not a requirement of this contract.
- 13.2 The OVWRC shall issue a Purchase Order to the successful Tenderer to indicate acceptance of the contract.
- TC-14 Successful Tenderer - Insurance
- 14.1 The Tenderer shall provide a minimum of \$2,000,000 in Public Liability Insurance to insure against any acts caused by his employees while carrying out the provisions of this contract or while on the property of the Ottawa Valley Waste Recovery Centre and shall hold the facility harmless for any claims. The contractor shall provide a Certificate of Liability Insurance from his insurers to the Ottawa Valley Waste Recovery Centre within 5 days of the contract award date.
- 14.2 The company shall take responsibility for any Health & Safety Violation under the Occupational Health & Safety Act, as well as the cost to defend such charges resulting from any violation.
- 14.3 The successful bidder will be required to comply with OVWRC Health and Safety policies. These policies will be discussed at the Contractor and Service Provider Orientation which will be provided by the Centre prior to the start of the work. It is a requirement for all contractor's staff working on site to attend. The contractor is also required to meet all Ministry of Labour applicable training and certifications which maybe required to complete the work.

TC-15 Successful Tenderer – Time for Completion

- 15.1 The Contractor shall schedule their work under this contract to comply with the following requirements:
- a. Completion of the scheduled work to be discussed at the mandatory site meeting.
 - b. OVWRC reserves the right to terminate this contract at any time due to non-performance, unsafe work habits, or any violation of the Environmental Protection Act.
 - c. All work will be scheduled Monday to Saturday and is to be pre-arranged with the OVWRC.
- 15.2 The Contractor shall complete the work by the time specified in the issued addendum after the mandatory site meeting.

TC-16 Successful Tenderer - Liquidated Damages

- 16.1 A penalty of 0.5% of the contract price will be assessed for each working day (Monday to Saturday) that completion of the work is delayed beyond the date indicated in section TC-15.1

TC-17 Successful Tenderer - Submission of Documentation

- 17.1 The successful Tenderer shall submit the documentation required by Sections TC-12 and TC-14, within five (5) working days of the day the OVWRC notifies the successful Tenderer that the documentation should be sent to the OVWRC.
- 17.2 If the successful Tenderer fails to comply with Section TC-17.1, the OVWRC may, in its sole discretion, withdraw its acceptance of the Tender and the Tenderer shall have no recourse whatsoever against the OVWRC.

TC-18 Pricing

- 18.1 Prices quoted shall be the net cost to the OVWRC. The prices shall include all costs pertaining to labour, traffic control, materials and equipment required for the removal of the existing asphalt, sub-base preparation, installation of the new asphalt and all other associated costs required to perform the service to the complete satisfaction of the OVWRC. Disposal of the excavated materials from the removal of the existing asphalt will be free of charge to the contractor and will be disposed of on site at the OVWRC.
- 18.2 The successful tenderer is responsible for obtaining all required utility locates.
- 18.3 Final landscaping to be completed by the OVWRC

18.4 Prices quoted shall remain firm for the period of the Agreement.

TC-19 Payment

19.1 Payment will be made after delivery and satisfactory acceptance of the contract.

TC-20 Tax Status

20.1 The price quoted shall be in Canadian funds and shall include all duty, custom clearances, and all other charges now in force.

20.2 The Harmonized Sales Tax (HST) shall be extra to the unit prices quoted.

TC-21 Basis of Award

21.1 The Centre reserves the right to reject any item numbers in FT-4, Table 1. The Centre also reserves the right to assess and award table items individually to tenderers participating in the bid.

21.2 The OVWRC reserves the right to disqualify any tender that is incomplete or is otherwise not submitted in strict accordance with the terms and conditions set forth in this Contract. The OVWRC reserves the right to accept or reject any or all Tenders, should it be deemed to be in the best interest of the OVWRC. Should only one (1) Tender be received, the OVWRC reserves the right to reject it.

TC-22 Tender Results

22.1 All tender results are subject to review and approval by the Ottawa Valley Waste Management Board.

PART III FORM OF TENDER

Tender by:

Company Name: _____

Address: _____

City/Province/Postal Code: _____

Phone Number: _____

Fax Number: _____

Email: _____

Contractor's Signature

Business Partner's Signature
(Only if required by TC-1)

Witness's Signature

FT-1 Contract Documents

1.1 The Contract Documents for this Contract are:

- a. Tender
 - i. Part I Tender Call
 - ii. Part II Tender Conditions
 - iii. Part III Form of Tender

FT-2 Tenderer's Declarations

2.1 The Tenderer declares that it has obtained and read the Contract Documents.

2.2 The Tenderer declares that it understands and agrees to be bound by the Contract Documents.

2.3 Without limiting the generality of Section FT-2.2, the Tenderer declares that it has, at the time of Tendering, fulfilled all obligations under the Contract, which are required to be fulfilled by the time of Tendering.

2.4 The Tenderer declares that all information, which it has provided or will provide to the OVWRC is true.

FT-3

Tenderer's Offer

- 3.1 The Tenderer offers to do the work in accordance with the Contract Documents.
- 3.2 The Tenderer offers to complete work and accept payment at the unit prices specified in the Schedule of Prices in Section FT-4 of the Tender, in accordance with the Contract Documents.
- 3.3 The Tenderer's Total Tender Price, based on the estimated quantities in the Schedule of Prices is:

\$ _____

(\$ _____).

Table 1. SCHEDULE OF ITEMS AND PRICES

ITEM NO.	ITEM DESCRIPTION	UNIT	EST. QTY.	UNIT PRICE	AMOUNT
1.	Reconstruction of Site Entrance Notes: <ul style="list-style-type: none"> Remove asphalt and grass on sides of entrance 2 lifts of HL3 hot mix asphalt required and finished by compacting as required 	m ²	720m ²		
2.	Site Entrance Expansion (layby area) Notes: <ul style="list-style-type: none"> Removal of topsoil and preparation of area required 2 lifts of HL3 hot mix asphalt required and finished by compacting as required 	m ²	84m ²		
3.	Reconstruction of Second Stream Scale Re-entry Notes: <ul style="list-style-type: none"> Removal of existing material and preparation of area required 1 lift of HL3 hot mix asphalt finished by compacting as required Widening is required near this component. To be discussed at mandatory site meeting. 	m ²	250m ²		
4.	Concrete Curb Removal and Reinstatement Notes: <ul style="list-style-type: none"> Saw cut asphalt in front of curb; remove concrete curb and asphalt. Form and pour new concrete barrier curb; 1 lift of asphalt required in front of the reinstated concrete curb 	m	31m		

ADDITIONAL NOTES:

- 1.) Quantities may vary depending on existing asphalt to be removed and replaced as required for butt-joints and transitions from existing surface to new.
- 2.) The contractor's compensation will be computed upon the basis of the actual quantities of the completed work (actual quantities to be communicated with the Operations Supervisor prior to commencement.)

3.) *All areas require the reinstatement of a 1m granular 'A' shoulder with a depth of 6", except for Item 4 in Table 1.*

4.) *Each lift is to be 50mm (2")*

5.) *Final landscaping to be completed by the OVWRC.*

6.) *The OVWRC reserves the right to reject any of the above item numbers in Table 1.*

SUB-TOTAL	
HST (13%)	
TOTAL TENDER PRICE	