

# Request for Quotation **PW – 2017-02**

Supply and Apply 30%Liquid Magnesium Chloride

Closing Date: Tuesday March 21, 2017

Time: 2:00 pm

**Contact:** Harry Niemi

Director of Public Works 519-856-9596 Ext. 109

hniemi@get.on.ca

Township of Guelph/Eramosa 8348 Wellington Road 124 P.O. Box 700 Rockwood, ON N0B 2K0

**QUOTATIONS** will be received at the Township of Guelph/Eramosa Municipal Office until 2:00 p.m. local time on

## Tuesday March 21, 2017

Quotations may be emailed, faxed or dropped off at the municipal office to the attention of Harry Niemi, Director of Public Works.

Contract award is subject to Township of Guelph/Eramosa approval. The lowest or any quote will not necessarily be accepted.

Each quotation must be accompanied by a Bid deposit (certified cheque) in the amount of 10% of the total Quotation.

Material Safety Data Sheets for the product must also accompany all Quotations.

Township of Guelph/Eramosa Harry Niemi, P. Eng. Director of Public Works Box 700 8348 Wellington Road 124 Rockwood ON N0B 2K0 519-856-9596 Ext. 109 Fax - 519-856-2240 hniemi@get.on.ca

#### TOWNSHIP OF GUELPH/ERAMOSA

#### **SUPPLY & APPLY 30 % LIQUID MAGNESIUM CHLORIDE**

#### **QUOTE NO. PW-2017-02**

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

Attached to this quotation is a bid deposit, made payable to the municipality. The proceeds of this bid deposit shall, upon acceptance of the Quotation, constitute a deposit which shall be forfeited to the municipality if the Contractor fails to complete the work as outlined in the Request for Quotation.

It is agreed that the quotation quantities are estimated only and may be increased or decreased by the municipality without alteration of the contract price.

Name of Firm or Individual (Hereafter referred to as "The Contractor")		
Address		
Name of Person Signing Form	(Signature)	
Title of Person Signing Form		
Contact Person	Work Phone Number	
Fax Number	Cell Phone Number	
Email Address		

#### **BID DEPOSIT**

A bid deposit (certified cheque) made payable to the Township of Guelph/Eramosa in the amount of 10% of the total Quotation must be submitted with the Quotation documents.

#### **BASIS OF QUOTATION REJECTION**

Quotations may be rejected for any of the following reasons:

- a) Late Quotations
- b) Quotation Form not Used
- c) Incomplete Quotations
- d) Quotations not completed in ink or typewritten
- e) Qualified Quotation
- f) Quotations not signed
- g) Erasure, overwriting or strikeouts not initialed
- h) Arithmetic errors
- i) Bid deposit not submitted or of insufficient amount

### LIABILITY INSURANCE

The successful Bidder shall file with the Owner a certified copy of an insurance policy, or an Insurance Certificate acceptable to the owner with a limit of not less than five million (\$5,000,000.00) prior to commencing work.

General Liability insurance shall be in the joint names of the Contractor and the Owner with limits of not less than five million (\$5,000,000.00) inclusive per occurrence for bodily injury, death and damage to property including loss of use thereof, with a property damage deductible of not more than five thousand (\$5,000.00). The form of insurance shall be the Insurance Bureau of Canada Form IBC 2100, dated 01-11 or approved equivalent.

Failure to comply with the aforesaid shall be interpreted as "No Insurance" and will result in the cancellation of any contract agreed upon.

#### **CONTRACTOR'S LIABILITY**

1. Any work performed by the contractor on the lands of the Township shall be solely at his own risk and the Township shall not be liable to the contractor or his employees for any damages or loss sustained by them, including death, or to their property as a result of working or operation there upon.

- 2. The contractor shall be responsible for any damages or loss sustained by any person, including death, or to their property as a result of working or operating upon the lands of the Township and shall obtain public liability and property damage insurance for his vehicles(s), both to the satisfaction of the Township.
- 3. The contractor shall be responsible for any damages or loss sustained by any person, including death, or to their property as a result of any failure or neglect on the part of the contractor or his employees to perform any of the acts or obligations required under this contract. The contractor shall indemnify and save the Township harmless for all such damages or loss, claims therefore, costs and expenses which may be incurred by the Township as a result of the award of the contract to the contractor.

## **WORKPLACE SAFETY AND INSURANCE BOARD**

The contractor shall provide the Township with a copy of a Certificate of Clearance indicating the Contractor's good standing with the Workplace Safety and Insurance Board, immediately prior to contract execution. The Contractor shall execute the terms of the Contract in strict compliance with local by-laws, the requirements of the Occupational Health and Safety Act, R. S. O. 1990, c.O.1 as amended (the Act), and Ontario Regulation 213/91 as amended, and any other regulations as amended under the Act that may affect the performance of the Work as the 'Constructor' or 'employer', as defined by the Act as the case may be.

#### HARMONIZED SALES TAX

The Bidder will indicate the amount of Harmonized Sales Tax paid under the Contract.

#### **REGULATIONS**

The Contractor shall abide by all Acts, By-Laws and regulations relative to the performance of the Work.

# **QUANTITY MEASUREMENT**

The application truck is <u>required</u> to have a meter with print out capabilities enabling onsite quantity printouts for each road section.

#### **COMPLETION**

Time shall be of the essence of the agreement.

## **PAYMENTS**

Following completion of the work, the Contractor is to submit an invoice indicating the amount and contract number, to the Township of Guelph/Eramosa for the work performed. Within forty-five (45) days of the date of acceptance of the work a cheque will be released to the contractor.

#### **DIRECTOR OF PUBLIC WORKS OR ENGINEER**

Director of Public Works or Engineer shall be interpreted as the Council of the Township of Guelph/Eramosa, or such other person, partnership or corporation as may be authorized by the Council to act on their behalf in any particular capacity.

#### ONTARIO PROVINCIAL STANDARD SPECIFICATIONS

The Ontario Provincial Standards shall apply to this project as determined by the Director of Public Works.

#### DAMAGE OF VEHICLES AND OTHER EQUIPMENT

If at any time, in the opinion of the Director of Public Works, damage is being done or is likely to be done to any highway or in 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 Public Works 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 manner remove the cause of such damage to the satisfaction of the Director of Public Works.

## **LOADING OF MOTOR VEHICLES**

Where a vehicle is hauling material for use in the contract, 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 the legal limit as specified in the Highway Traffic Act, whether such vehicle is registered in the name of the Contractor or otherwise.

## **WEIGHING**

Weighing shall be carried out in accordance with the OPSS 102 (formerly OPSS 502) current at the time of this contract.

#### **NOTE**

Approximately 150,000 litres of 30% Liquid Magnesium Chloride shall be supplied and continuously applied on municipal roads.

The provisions of OPSS 506, Construction Specification for Dust Suppressants and OPSS 2503, Material Specification for Magnesium Chloride Solid and Magnesium Chloride Solution shall apply. The attached quotation requirements, and general conditions shall apply.

TABLE "A"

Road Section	From	То
Eramosa/Erin Townline	Highway 7	Wellington Rd. 50
Seventh Line	Highway 7	Wellington Rd. 50
Sixth Line	Highway 7	Wellington Rd. 50
Sixth Line	Wellington Rd. 50	0.6 km N
Sixth Line	Wellington Rd. 124	Sideroad 10
Sideroad 10	Wellington Rd. 27	6 <sup>th</sup> Line
Sideroad 15	Wellington Rd. 26	0.35 km W
Sideroad 20	Wellington Rd. 26	6 <sup>th</sup> Line
Sideroad 15	5 <sup>th</sup> Line	0.3 km W
4 <sup>th</sup> Line	Wellington Rd. 124	Wellington Rd. 22
3 <sup>rd</sup> Line	Wellington Rd. 124	Wellington Rd. 22
Sideroad 10	Wellington Rd. 29	Jones Baseline
Jones Baseline	Stone Rd.	0.4 km S
Campbell Rd.	Guelph/Nichol Townline	Wellington Rd. 22
Sideroad 6 S	8 <sup>th</sup> Line, Nichol	Highway 6
Sideroad 16	6 <sup>th</sup> Line East	Splint Rd.
Splint Rd.	Sideroad 16	0.7 km N
Guelph/Woolwich Townline	1.45 km N of Paisley Rd.	0.4 km S of Paisley Rd.

#### TOWNSHIP OF GUELPH/ERAMOSA

#### SUPPLY AND APPLICATION OF 30% LIQUID MAGNESIUM CHLORIDE

#### FOR THE 2017 SEASON

**QUOTE NO. PW-2017-02** 

I/We understand that this offer, together with a written acceptance thereof by the Township, shall constitute a legal and binding contract between us.

I/We, the undersigned, hereby offer to supply and apply to the Township of Guelph/Eramosa, in accordance with the attached Specification, 30% Liquid Magnesium Chloride at the following rate:

Price per litre	
13 % H.S.T.	
Total Price Per litre	
H.S.T. Registration Number	
Company Name	Date
Authorized Signature	Title
Address	Telephone Number

#### LOWEST OR ANY QUOTATION NOT NECESSARILY ACCEPTED.

Note: Material safety data sheets for the product must accompany all Quotations.