



REQUEST FOR QUOTATION

DISTRICT OF MACKENZIE PUBLIC WORKS ASPHALT WORKS

**Closing Date: 2:00 pm (local time)
June 30, 2022**

**Street and Mailing Address
of Closing Location:**

**L&M Engineering Limited,
1210 4th Ave.
Prince George, BC
V2L 3J4**

**Attention:
Luke McDonald, PMP, AScT
Contract Administrator**

Table of Contents

Part 1: General Instructions & Requirements of District Bidding Process	3
1. Project.	3
2. Definitions	3
3. Scope of Work	4
4. Term of Contract:	5
5. Discretionary Performance Evaluation.	5
6. Bid Instructions	6
7. Restriction on Communications.....	7
8. Contract/Bid Documents	7
9. Addenda	8
10. Bid Ineligibility.....	9
11. Disqualification	9
12. Evaluation and Award Criteria	9
13. Quotation Validity	10
14. Right Not To Award	10
15. Signing of Agreement	10
16. Workers Compensation	11
17. Business License	11
18. Indemnity.....	11
19. Freedom of Information	11
20. Patent Infringement	12
21. Delivery	12
END PART 1	12
Part 2: Specifications	13
1. General Requirements	13
2. 2019 MMCD Specifications.....	13
3. Owner Defined Supplemental Specifications.....	13
4. Owner Supplied Services or Materials.	16
END OF PART 2	16
Part 3: Form of Response.....	17

Part 1: General Instructions & Requirements of District Bidding Process

1. Project.

The District of Mackenzie (“the District”) invites quotations from qualified contractor for performance of Hot Mix Asphaltic Concrete Paving services within the limits of the District.

2. Definitions

- 2.1. “District” or “Owner” means the District of Mackenzie.
- 2.2. “Council” means the members of the Municipal Council of the District of Mackenzie.
- 2.3. “RFQ” means Request for Quotation.
- 2.4. “Quotation,” “Response to RFQ” means the document of the Proponent delivered to the District per the requirements of this RFQ.
- 2.5. “Work” means all tasks associated with Supply, Delivery, Installation, Performance, Management and Quality Assurance as required to achieve the performance of the Services defined by this RFQ.
- 2.6. “Contract” or “Contract Documents,” means all documents forming the RFQ, all addendums to the RFQ the accepted proponent’s response to the RFQ, the executed Agreement, all applicable specifications and any and all amendments modifications, substitutions, or replacements to the contract, performed in accordance with the contract, from time to time.
- 2.7. “Contractor,” “Prime Contractor” “Vendor” or “Supplier” means the person or company that undertakes a contract to provide materials or labor to perform a service or do a job.
- 2.8. “Proponent,” “Bidder” or “Respondent” means a party, individual or company that submits or intends to submit a response to this RFQ.
- 2.9. “MMCD” means the 2019 Master Municipal Construction Documents Association.

3. Scope of Work

3.1. Hot Mix Asphaltic Concrete Paving services including:

- asphalt overlay paving and milling
- new works.
- patching on grade.
- preparation of grade and patching.
- paver laid curbing.
- hand formed curbing.
- tack coating.
- asphalt Milling.
- associated traffic control.
- quality control.

3.2. For the Following Project Areas:

Area	Description of Work	Estimated Quantity
Centennial	50mm Mill and Pave Tack coat curb	3923 m2
Skeena	50mm Mill and Pave Tack coat curb	3480 m2
McLeod	50mm Mill and Pave Tack coat curb	316 m2
Cicada Road Patch	50mm Mill and Pave	800 m 2

Works may be proceeded with at the owner's sole discretion. Additional Areas may be added at the owner's discretion.

3.3. Performed to the requirements of the Owner and the Master Municipal Construction Documents Association (MMCD) 2019, including but not limited to:

- 32 01 16.7 Cold Milling
- 32 01 17.6 Filling of Cracks Prior to Overlay
- 32 11 23 Granular Base
- 23 12 13.1 Asphalt Tack Coat
- 32 12 12.2 Asphalt Prime
- 32 12 16 Hot Mix Asphaltic Concrete Paving.
- Traffic Control, Vehicle Access, and Parking.
- Any other Relevant sections of the MMCD.
- Owner defined Specifications supplemental to the MMCD.

Refer to Part 2 of this RFQ for full Specification.

4. Term of Contract:

- 4.1. The intended Term of this Contract is proposed as one work season, defined as follows:

Beginning on the Date of Issuance of a Notice to Proceed and ending with completion of work in the Fall of 2022.

- 4.2. The Term of this Contract may, at the District's sole discretion, be extended to include additionally Terms of Contract, contingent upon:
- A satisfactory performance evaluation.
 - acceptance of revised unit rate pricing (if any).
 - The Contractor's agreement to such an extension.
 - The execution of a contract change order establishing the extension

5. Discretionary Performance Evaluation.

- 5.1. A discretionary performance evaluation may be performed by the District in support of an extension of Contract Terms or assessment of the contractor's performance. A satisfactory performance evaluation will be based on the Contractor achieving the following conditions.

- Performing all Works in Compliance with the specifications
- Adherence to stated Schedules and Timing of Work.
- Maintaining the equipment, labor, and resources necessary to perform the work.
- Undertaking no Lien of District Property.
- Undertaking no legal action against the District.
- Providing Statutory Declaration that all Subcontractors, vendors, or sub trades have been paid in accordance with the requirements of the Builders Lien Act.
- Providing proof of good standing with Work Safe BC .
- Providing proof of Insurability per the requirements of the RFQ.
- Ability to be bonded per the requirements of the contract.

- 5.2. The District will perform this performance evaluation at their sole discretion. The Contractor will be provided the results of the performance evaluation.

- 5.3. An unsatisfactory performance evaluation will be deemed sufficient grounds for the District to terminate the contract without penalty.

- 5.4. The District will not be held liable for any loss of profit or opportunity to the contractor that may result from a decision to terminate the contract and not proceed with work Term 2 due to an unsatisfactory performance review.

- 5.5. Any dispute arising in association of performance evaluation will be managed in accordance with MMCD guidelines for Mediation.

6. Bid Instructions

- 6.1. Respondents may express interest in the RFQ and submit questions concerning this RFQ to the following Contact Person:
Luke McDonald, ASCT, PMP
E-mail: lmcdonald@lmengineering.bc.ca
- 6.2. **Closing Time and Date:** This RFQ closes at **2:00 pm PST. On June 30, 2022.**
- 6.3. **Deadline for Questions:** Respondents to submit any inquiries or questions regarding this RFQ by 4:00 pm (PST), 7 calendar days before the RFQ Closing Date.
- 6.4. **Site Meeting:** There will be no mandatory site meeting for this project. All bidders are advised to visit and familiarize themselves with the conditions of the various work areas.
- 6.5. Respondents seeking to respond to this RFQ must deliver signed, executed, and dated bid submissions to the following address, by the closing time as stated in this RFQ.

L&M Engineering Limited,
1210 4th Ave.
Prince George, BC
V2L 3J4

Attention:
Luke McDonald, PMP, ASCT
Contract Administrator

- 6.6. Bid opening will not be open to the public.
- 6.7. Respondents are solely responsible for the delivery of their bids to the above address by the stated closing time.
- 6.8. Amendments to an already submitted RFQ response will not be permitted.
- 6.9. Taxes: Respondents shall specify applicable taxes as shown on Part 3: RFQ Form. Failure to identify applicable taxes will result in any applicable taxes being deducted from the bid price.
- 6.10. Currency: All prices shall be submitted in Canadian funds only. No offer or requirement to pay in any foreign currency will be permitted and may lead to bid disqualification.
- 6.11. Bid submission requirements include:

- 1 original of the executed offer on the RFQ Form Part 3 “Form of Response” , signed by an authorized agent of the Respondent and sealed in an opaque envelope, complete with all pertinent equipment information, clearly identified with the Respondent’s name, project name and the District’s name on the envelope.
- 1 copy of all requested supplemental information per Part 3 “Form of Response”

7. Restriction on Communications

- 7.1. Violation of this section by the Respondent or their agent may lead to disqualification of the Respondent’s proposal from further consideration.
- 7.2. Except as expressly provided for herein, Respondents or their representatives are prohibited from communicating with any District representative, consultant, employee, or any member of Council about this RFQ from the time the RFQ is released until the Contract Award has been approved by the District.
- 7.3. The Respondents or their representatives are prohibited from communicating with the District except, as expressly provided within this RFQ, from the time the RFP is released until the contract is awarded. This includes, but is not limited to, “thank you” letters, phone calls, emails, and any contact that results in the direct or indirect discussion of the RFP or any proposal submitted by the Respondent(s).
- 7.4. All communications by Respondents to the Contact Person must be submitted in writing by email to the Contact Person at the designated email address and containing the RFQ name in the email subject line.
- 7.5. Verbal questions or inquiries about this RFQ are not permitted other than as described by this section and during interviews, if any. No oral representations or interpretations may be relied upon to modify any provision of the RFQ.
- 7.6. Information obtained from sources other than the above Contact Person is not official and may be inaccurate.

8. Contract/Bid Documents

- 8.1. Bid documents are made available only for the purposes of soliciting submissions from Respondents for this project. Their use does not reflect a license or grant for other purposes
- 8.2. Upon finding any discrepancies, errors, or omissions in the Bid documents,

8.3. Respondents are requested to immediately notify the District.
Contact Documents will include the following.

- Request for Quotation (RFQ).
- RFQ Addendum (s)
- MMCD Specifications.
- Owner Defined Supplemental Specifications, if any.
- Completed Part 3 “Form of Response”
- Agreement/Contract
- Work safe BC Prime Contractor Designation.

9. Addenda

- 9.1. Addenda may be issued during the bidding period. All addenda will become part of the Contract Documents.
- 9.2. Respondents should be advised that the District of Mackenzie currently posts all competitive bids and any resulting addendums on the BC Bid website. Where in its sole discretion it considers it to be necessary, the District of Mackenzie will issue Addenda to amend any portion of this RFQ by posting them on the BC Bid website. Such Addenda will become part of the RFQ document and will supersede prior information.
- 9.3. The District of Mackenzie reserves the right to modify the terms of this RFQ at any time and at its sole discretion. Such modifications will be communicated to all Respondents through formal addendums published to the BC Bid Website.
- 9.4. It is the sole responsibility of the Respondent to check the BC Bid website to ensure the Proponent has received all available information about this RFQ, including all addendums, before making a bid submission.
- 9.5. It is the sole responsibility of the Respondent to ensure that all addendums issued by the District are taken into consideration before making a bid submission.
- 9.6. If a Respondent finds, during examination of the contract documents, or after the Site Meeting (if one is required), any errors, discrepancies, omissions, ambiguities or conflicts in or among the RFQ Documents, or is in doubt as to their meaning, the Respondent shall bring them to the attention of the Contact Person for the District of Mackenzie, not later than three (3) days before the RFQ close date.
- 9.7. Such questions should be forwarded to the Contact Person for the District of Mackenzie in writing by hand delivery, courier, mail, facsimile, or electronic mail. At the discretion of the District of Mackenzie, the District of Mackenzie may determine to respond by clarifying existing RFQ documents directly to the inquirer only, or by issuing an Addendum to advise all Respondents of additional information, conditions, or essential clarifications, or may elect to decline to respond.

10. Bid Ineligibility

- 10.1. Any bid submissions which are not received by the District at the above address by the stated closing time or which do not meet the stated submission requirements will be rejected without further evaluation or consideration. The District will accept no responsibility for failure by a Respondent to meet these submission requirements.
- 10.2. Bid submissions which are improperly prepared or contain any errors or omissions may be rejected without further consideration at the discretion of the District. Examples of such improper or incomplete submissions include bid documents which are:
- improperly prepared or incomplete;
 - unsigned or improperly signed;
 - conditional on factors which are not expressly stated within this RFQ;
 - illegible or obscure; or
 - contain arithmetical errors, erasures, alterations, or irregularities of any kind.

11. Disqualification

- 11.1. If a Bid Submission contains a defect or fails in some way to comply with the specific requirements of the Conditions of RFQ, which in the sole discretion of the District is not material or substantial to the stated requirements, the District may waive the defect and accept the Bid Submission.
- 11.2. The determination of whether to remove any Bid Submission from the evaluation process will be made in the absolute discretion of the District. The provisions of the condition regarding Limitation of Damages will also apply to any decision under this section.

12. Evaluation and Award Criteria

- 12.1. Only supply compliant Responses will be evaluated.
- 12.2. The District will evaluate Responses to this RFQ by Evaluation Committee, comprised of District staff.
- 12.3. The District intends to evaluation and award on the basis of "Best Value" utilizing the following Criteria.

Criteria	Criteria Weight
Financial Cost to District	70 Points
Qualifications, Experience and References.	30 Points.

- 12.4. The District will not be obligated in any manner to any Respondent whatsoever until a written agreement has been duly executed relating to an accepted Bid.
- 12.5. If the preferred Respondent as identified by the Notice of Award rejects or otherwise fails to enter into an agreement with the District, the District may issue a notice of award to the next lowest Respondent meeting all requirements of this RFQ.
- 12.6. After acceptance by the District, the Contact Person will issue the successful Respondent a written award notice.

13. Quotation Validity

- 13.1. All RFQ Responses are irrevocable at the Closing Time, remain irrevocable for a period of sixty days (60) following the stated Closing Time and may not be altered or withdrawn during that period for any cause without written permission of the District.
- 13.2. If a Respondent does not execute the Agreement within fourteen (14) days of the date on which the District requests it to do so in writing, the District will make demand on Bid Bond, if applicable.

14. Right Not To Award

- 14.1. The lowest or any RFQ shall not necessarily be accepted. The District reserves the right to reject any or all Bid Submissions at its sole discretion.
- 14.2. If the District elects to reject any or all Bid Submissions, the District will not be liable to any Respondent for any claims, whether for costs, damages incurred by any Respondent in preparing the RFQ, loss of anticipated profit in connection with the Contract, or any other matter whatsoever.

15. Signing of Agreement

- 15.1. By submitting an RFQ, the Respondent agrees that, if the RFQ is selected by the District, the Respondent will execute the Agreement within fourteen (14) days of the date the District requests it to do so in writing.
- 15.2. Sole Proprietorship: The signature of Sole Proprietor in the presence of a witness will be required. Respondents are asked to insert the words "Sole Proprietor" under signature.
- 15.3. Partnership: The signature of all parties in the presence of a witness will be required.
- 15.4. Limited Partnership: The signature of a duly authorized Signing Officer(s) in their normal signature(s). Respondents are asked to insert the capacity in which the Signing Officer(s) acts, under each signature.

- 15.5. Joint Ventures: Each party of the Joint Venture shall execute the bid under their respective seals in a manner appropriate to such party as described above, similar to the requirements of a Partnership.

16. Workers Compensation

- 16.1. The successful Respondent shall abide by all provisions of the Workers Compensation Act of British Columbia and the Respondent must, upon request by the district, supply proof that all assessments have been paid.
- 16.2. The Contractor shall be considered the "Prime Contractor" as per the definitions and requirements of the Work Safe BC for Prime Contractor Designation.

17. Business License

- 17.1. The successful Respondent must, prior to entering a contract, possess or obtain a District of Mackenzie business license.

18. Indemnity

- 18.1. Notwithstanding the provision for providing insurance coverage, the Respondent hereby agrees to indemnify and save harmless the District, its officers, agents, servants and employees and each of them from and against all claims, demands, losses, costs, damages, actions, suits or proceedings by whomever made, brought or prosecuted and in any manner based upon, arising out, related to, occasioned by or attributable to the negligent activities of the Respondent, its servants, agents and sub-contractors, in providing the services and performing the work of this contract, excepting always liability arising solely out of the negligent act or omission of the District.

19. Freedom of Information

- 19.1. Submitted RFQ responses become the property of the District and are subject to the BC Freedom of Information and Protection of Privacy Act. As such, all or parts of submissions received may be disclosed in compliance with the Act. To request documentation confidentially, respondents must submit a cover letter with their RFQ response, detailing the specifics of their request and relating to the relevant exception provisions, including but not limited to Section 21 of the Act.

20. Patent Infringement

20.1. Respondents are required to demonstrate to the District that the material(s) or processes included in their bid do not infringe any patent and that if, for any reason, a claim is subsequently made by anyone's suggestion that a Patent has been infringed and that the District may be liable, such Respondent will indemnify the District in every respect regarding the claim.

21. Delivery

21.1. The successful Respondent agrees to fully comply with all delivery conditions pursuant to the Respondent's response to this RFQ for delivery timeline, and any subsequent negotiated agreements.

END PART 1

Part 2: Specifications

1. General Requirements

The specifications contained herein represent minimum requirements. Any Bid Submission which cannot demonstrate compliance with these specifications will be disqualified.

2. 2019 MMCD Specifications

- 2.1. Applicable MMCD, 2019 Edition Specifications shall guide all work. The contractor will obtain copies of the relevant MMCD specifications independently and will be responsible for ensuring the most current publish version of the specification is utilized.
- 2.2. MMCD Specifications and Quality Control measures are required adhered to. If the Contractor proposes any modification to the MMCD standards, they must be identified in the RFQ response and subsequently accepted by the owner.
- 2.3. The following modifications to the MMCD Specifications will be made:

MMCD Section	MMCD Specification	Modification
10 55 00	1.0 General	Add: The Contractor will be responsible for all Traffic Control Required for Work.
10 55 00	1.5 Payment	Replace with "Payment for all work performed will be per the unit pricing as identified in the RFQ."
32 12 16	1.4 Summation of Mix Design	One mix design shall be provided to the district at the start of project and at any time the mix design being produced by the plant is changed by the contractor.
32 12 16	1.4	Add 1.4.1 One Marshal Test shall be performed by the Contractor and supplied to the district for each day of asphalt production.
32 12 16	1.5.7	Delete
32 12 16	1.5.8	Delete

3. Owner Defined Supplemental Specifications.

Additional to the MMCD specifications are the following owner defined supplemental Specifications.

- 3.1. Application Areas will be determined by the District.

- 3.2. Priority of application areas will be identified by the District.
- 3.3. Contractor shall inspect the application areas prior to commencing the work.
- 3.4. Patching:
- 3.4.1. Scope of Work for "Patching (Preparation By Others)":
- Minor touchup of existing gravels.
 - Contractor will place grade and compact asphalt.
- 3.4.2. Scope of Work for "Prepare and Patch."
- The Contractor will undertake all preparation works as necessary to prepare the application areas for Asphalt. Preparation works may vary by area. Unit rate price for paving is to include the following associated construction tasks.
 - Contractor will place grade and compact asphalt.
- 3.5. For Volume Paver Work the Contractor will perform all works necessary for tying to existing Infrastructure, including.
- Trimming
 - Tie in location Saw cutting.
 - Tack Coat Applications.
 - Base aggregate preparations:
 - Removing of contaminates and foreign materials.
 - Cutting and Re-grading
 - Moisture condition.
 - Wasting of excess materials including asphalt.
- 3.6. The Contractor will perform adjustments of existing Manholes and Valve boxes. Responsibility for adjustments will be limited to adjustment of grade interface infrastructure only. Work may include the installation of District supplied manhole risers.
- 3.7. Milling Work shall be performed to a 50mm depth.
- All asphalt millings shall be retained by the owner, The contractor will be required to load the asphalt millings onto a District of Mackenzie Gravel Truck. Coordination of the District Dump Truck will be the responsibility of the contractor. Temporary stockpiling of millings may be required.
- 3.8. All traffic control services required for performance of the work shall be supplied by the contractor.
- 3.9. A traffic control plan prepared by a qualified professional, is to be provided to the District one week in advance of any lane closure.
- 3.10. The Contractor shall submit daily reporting by email to the District outlining what areas have been completed.

- 3.11. The District will review the performed work and inform the Contract in writing of and defect or deficiency.
- 3.12. Remedial works are to be performed within 48 hrs of notifications.
- 3.13. Hours of work within Residential Areas shall be from 7:00 am to 7:00pm Monday to Friday, unless authorized in advance by the District.
- 3.14. Warranty will be 1 (one) calendar year from the date of installation.
- 3.15. Volume Paver work is broken into two rates for payment.

Over 150 Tonnes. Will apply to any paving re asphalt amount equal to or greater than 150 tonnes, when those works are available to be performed by the contractor in a single mobilization of forces to the work site.

Variables beyond the districts control, weather, contractor caused delay, contractor scheduling, cutting of the work, when occurring at the discretion of the contractor, will not be considered as a valid reason for additional mobilization.

0-150 Tonnes Will apply to any paving requiring a mobilization of a paver machine to the work site for applications of asphalt less than 150 tonnes.

3.16. **Measurement and Payment.**

- 3.16.1. Measurement and Payment of the works will be per the unit rates as identified in the RFQ.
 - Payment by tonnage, will require certified scale sheets provided by the contractor, to the owner,
 - A Conversion factor of 2.4 will be used to make conversions from as built volumes to tonnage.
 - Payment for square meter area works on a known depth will be defined by RTK-GPS survey, performed by the contractor, and verified by the owner.
 - Payment for linial works will be defined by RTK-GPS survey or tape measure survey, performed by the contractor, and verified by the owner.
 - All areas and lineal measurements will be horizontal with no adjustment for angle and slope.
 - No payment will be provided for works performed outside of the neat lines of design or defined limits of work.

4. Owner Supplied Services or Materials.

- 4.1. Upon request, the district shall make available for installation by the Contractor, any grade adjustment and interface hardware such as manhole frames, steel lids, steel frame risers.
- 4.2. The District will supply a gravel haul truck and operator for disposal of surplus aggregate, asphalt millings and asphalt waste.

END OF PART 2

Part 3: Form of Response.

Respondents must complete and sign this form. Incomplete forms may invalidate the submission. The Respondent offers to supply the District of Mackenzie Asphalt Paving services, per District of Mackenzie RFQ 2002-01 "2022 Asphalt Paving Program":

1. Unit Pricing (do not include GST).

Volume Paver work (over 150 tonnes)	\$ _____ /tonne
Volume Paver work (0 - 150 tonnes)	\$ _____ /tonne
Patching (Removal and base preparation By District)	\$ _____ sq. m.
Patching (All works by Contractor)	\$ _____ sq. m.
Paver Laid Asphalt Curbing	\$ _____ lin. m.
Hand Formed Asphalt Curbing	\$ _____ lin. m.
Tack Coating	\$ _____ sq. m.
Milling to 50mm depth	\$ _____ /hr with operator
Minimum Charge (per patch area)	\$ _____

- | | | | |
|---|----------|-----|---|
| 2. Percentage of milled asphalt proposed stockpiled for District reuse. | _____ | 100 | % |
| 3. Demonstration of Qualification and Experience included. | Yes / No | | |
| 4. Two similar project references included. | Yes / No | | |
| 5. Safety Manual Included. | Yes / No | | |
| 6. Acknowledgment and Receipt all addenda | Yes / No | | |

The unit rates cover all taxation (other than GST), duties, handling, transportation, overhead and profit, wages, fuel, payroll, other markups, and all charges incidental to and forming part of this quotation and performance to the works.

Estimated Total Cost of 2022 Work Program:

Area	Description of Work	Unit	Estimated Quantity	Rate	Extension
Cicada,	Patching, all works by contractor	Square Meter	800		
Centennial Skeena McLeod	Volume Paving 50mm	Tonne	889		
Centennial Skeena McLeod	50mm milling	Square Meter	16035		
Centennial Skeena McLeod	Tack Coat	Square Meter	16035		

Total Value of Works Above: \$ _____ . + GST

Name of Company: _____.

Authorized Signature: _____

Print Name: _____

State Signing Capacity (as per RFQ documents): _____

Address: _____

City: _____

Phone Number: _____

E-Mail Address: _____

End Part 3