

Contract & Specifications

Lac La Biche County

Concrete and Asphalt Recycled Materials Crushing & Stockpiling

Request for Quotation # TR-32-2021-04



Request for Quotation Closing Date and Time:

Request for Quotations must be received by
February 26, 2021
at 14:00 (local time)



Lac La Biche County
P.O. Box 1679
13422 Highway 881 (Courier Address)
Lac La Biche, AB T0A 2C0

Request for Quotation

Christy Creek Gravel Pit

NW 14-65-14-W4M

Concrete and Asphalt recycled materials

Crushing & Stockpiling

RFQ # TR-32-2021-04

Request for Quotations will only be considered if received in the Lac La Biche County Centre office no later than the closing date: **2:00 P.M. local time, Friday, February 26, 2021.**

Request for Quotations are to be emailed to:

Lac La Biche County
Box 1679
Lac La Biche, AB T0A 2C0
Attention: Helen Wells, Transportation Services Coordinator,

Email: helen.wells@laclabichedcounty.com

INVITATION

Lac La Biche County invites Request for Quotations for the crushing of 4,542 cubic meters of Recycled Asphalt and 6,385 cubic meters of Recycled Concrete and stockpiled on site at Christy Creek Pit at NW 14-65-14-W4M.

For information regarding this project, you may contact:

Trevor Green, Transportation Services Supervisor
Lac La Biche County
Phone: (780) 404-3502

Facsimile (FAX) changes to the unit price schedule will NOT be accepted.

Changes to the Request for Quotation prices must be received by the time and date shown for receiving Request for Quotations and must be clearly marked on the envelope that it is for the referenced Request for Quotation.

The Owner reserves the right to accept or reject any or all Request for Quotations and to waive

irregularities and informalities at its discretion. The Owner reserves the right to accept a Request for Quotation other than the lowest Request for Quotation without stating reasons. By the act of submitting its bid, the Bidder waives any right to contest in any legal proceeding or action the right of the Owner to award the work to whomever it chooses, in its sole and unfettered discretion, and for whatever reasons the Owner deems appropriate. Without limiting the generality of the foregoing, the Owner may consider any other factor besides price and capability to perform the work that it deems in its sole discretion to be relevant to its decision.

-Note that this RFQ is issued in accordance with Lac La Biche County Policy on Procurement No. CS-10-004.

Request for Quotations must be accompanied by:

- Workers Compensation and a copy of the Contractor's Current Safety Certificate.

The successful Contractor shall be the Principal or Prime Contractor for the Project, pursuant to the applicable construction safety legislation and shall have primary responsibility for the safety of all workers and equipment on the Project in accordance with such legislation.

COMPLETING THE REQUEST FOR QUOTATION FORM

The "Unit Price Schedule" must be completed by:

- Showing the Unit Price (where applicable), and the total for each item in the "Total Bid" column; (in case of discrepancy, the unit price figure will take precedence), and
- Showing the Request for Quotation lump sum (where applicable) in the "Total Bid" column, and
- Showing the sum of all Request for Quotation items in the space marked "Total Request for Quotation".

The Request for Quotation must be signed by an authorized representative of the Bidder; and

- The official title of the Bidder must be shown, and

ADDENDA

Addenda, when issued, form part of the Request for Quotation document. The Bidder shall acknowledge receipt of each addendum in the space provided on the Request for Quotation forms. The individual items included in the addendum shall be added, deleted or changed in accordance with the instructions contained in the addendum letter. A copy of each addendum will be inserted at the end of the Request for Quotation document.

When an addendum is issued by the Owner, the covering letter containing instruction regarding the addendum shall be attached to the inside front cover of the "Contract and Specifications" book. The individual items included in the addendum shall be inserted in accordance with the covering letter. Addenda, when issued, form part of these contract documents.

Alternatively, if this change is to the unit price schedule only, the Bidder may email the change, marked to ***helen.wells@laclabichecounty.com*** To be acceptable, the change must be received no later than the time and date shown for receiving Request for Quotations.

Fax changes will NOT be accepted.

It is the Bidders responsibility to confirm receipt of any changes.

PRE-REQUEST FOR QUOTATION MEETING

There will be no pre-Request for Quotation meeting.

SIGNED CONTRACT PACKAGE

The Contract forms, Statutory Declarations and any other applicable forms and schedules will be completed by the successful bidder and included in the signed contract.

W.C.B. PROOF OF COVERAGE

Contracts will only be awarded to Bidders with valid W.C.B. Insurance coverage.

SAFETY PRE-QUALIFICATION

Contracts will only be awarded to Bidders who, prior to the time fixed for receiving Request for Quotations, possess a Certificate of Recognition (COR) which is relevant to their industry and which is recognized by Alberta Human Resources and Employment, Workplace Health and Safety.

Bidders are advised that a small employer Certificate of Recognition (for employers with less than ten employees) is not considered acceptable.

For Bidders who have not obtained a Certificate of Recognition, a valid Temporary Letter of Certification (TLC) issued by Alberta Construction Safety Association (ACSA) will be considered acceptable.

Confirmation that the Bidder possesses a COR or valid TLC will be obtained through the Alberta Construction Safety Association.

REQUEST FOR QUOTATION FORMS

SCHEDULE FOR THE WORK

Bidders are required to submit, along with their Request for Quotation, this schedule sheet showing their proposed starting date and completion date of this project.

<i>Project Component</i>	<i>Start Date</i>	<i>Completion Date</i>
<i>Crushing and stockpiling at Christy Creek Pit NW 14-65-14-W4M</i>		

****N.B. Completion dates that exceed the Contract Completion Date will be considered a non-qualified bid and may be rejected.***

Contractor's Signature

Date

**REQUEST FOR QUOTATION FOR CRUSHING AND STOCKPILING AT
CHRISTY CREEK PIT.**

Date: _____

Submitted by: _____
(Name of Contractor)

(Address)

Telephone: _____

TO: Lac La Biche County
P.O. Box 1679
Lac La Biche, AB T0A 2C0

Attention: Helen Wells, Transportation Services Coordinator

Email: helen.wells@laclabichecounty.com

**PROJECT: Concrete and Asphalt Recycled Materials, Crushing & Stockpile,
Request for Quotation # TR-32-2021-04**

Crushing & Stockpile at Christy Creek Pit, NW 14-65-14-W4M

OFFER

Having examined the place of work and all matters associated with the Project, we the undersigned offer to execute and complete all work of every description, which includes the supply of all products, except those specifically to be supplied by others, all labour, supervision, services, construction, machinery and equipment, overhead and profit, with such Unit Prices and Lump Sum Prices representing the entire cost to the Owner for completion of the work.

Bid prices are to exclude the Goods and Services Tax on all materials and services supplied by the Contractor.

The Owner will include the applicable Goods and Services Tax payment on the monthly and final progress payment.

We agree that the estimates of quantities shown in the Bid Form are estimates only for the purpose of comparing bids on a uniform basis and that the Owner does not represent that the actual quantities will correspond to them and that the Owner will pay at the bid unit prices for the actual quantities handled. No claims will be entertained arising out of changes to the Project quantities.

We agree that the Owner may delete from the Contract a portion or portions of the work without any change in the unit prices.

SCHEDULE

Crushing is to commence no later than **June 1, 2021**.

All works, including provisional items if requested, rectification of deficiencies, clean up and restoration shall be fully completed no later than **August 1, 2021**.

If the work is not completed on or before the stated completion date, the Contractor shall be liable for all damages including, but not limited to, third party claims against the Owner due to late completion and any other costs or damages incurred by the Owner.

ADDENDA

The Contractor acknowledges receipt of the following addenda which shall form part of the Request for Quotation document,

If the Owner accepts a Bid and that Bidder refuses or neglects, within the time specified, to sign the Contract Agreement, or to provide the specified Certificates of Insurance required by the Bid and Contract Documents, then the Bid Security shall be forfeited to the Owner as liquidated damages and not as a penalty.

A Performance bond in the amount of 20% (twenty percent) is required before the project commences, for the completion of the work by the **August 1, 2021**.

The Performance bond may be in the following form: cash, a Canadian postal money order, certified cheque, bank draft, or irrevocable letter of guaranteed credit from a Canadian Financial Association acceptable to the Owner. The irrevocable letter of credit shall name only the Owner and will be in the amount of 10% of the bid submitted to Lac La Biche County.

Within fourteen (14) days after receipt of the Notice of Acceptance of the Bid, the Contractor shall deliver the required Certificates of Insurance as required by Alberta Transportation's Standard Specifications for Highway Construction (Edition 14, 2010).

The costs of bonds or letters of credit and insurance shall be borne by the Contractor.

The Contract Agreement shall not be executed, nor the Work allowed to commence, until the required Certificates of Insurance have been delivered to the Owner.

CONTRACT AGREEMENT

The Contractor agrees to sign the Contract Agreement within fourteen (14) calendar days after receipt of the Notice of Acceptance.

NOTICE TO PROCEED

After acceptance, the Owner will issue a "Notice to Proceed" and the date specified in this Notice shall be the date of commencement entered into the Contract Agreement.

The Contractor shall not enter onto the work site nor commence work before the date of commencement specified in the "Notice to Proceed".

VALIDITY PERIOD

This irrevocable Bid is valid for forty five (45) days after the Bid Closing.

This Bid must be received by **Lac La Biche County on or before 2:00 P.M. local time, Friday, February 26, 2021.**

UNIT PRICE SCHEDULE

NOTE: Please submit quotation in tonnes.

Bid Item	Description	Estimated Quantities		Unit Price	Total Bid
	Crush to Stockpile at Christy Creek Pit				
	Recycled Concrete 3" (76mm)	4,452	Cubic meters	\$ _____	\$ _____
	Miscellaneous materials (Recycled Asphalt) ¾"(20 mm)	6,385	Cubic meters	\$ _____	\$ _____
	Rebar and steel to be stockpiled on site and will remain the property of the County				
TOTAL REQUEST FOR QUOTATION					\$

BID SIGNING

This Bid is executed under seal at:

_____ this _____ day of _____, 2014.

Name of Firm: _____

Address: _____

The Corporate Seal of:

_____ (Seal)
(Bidder - please print)

was hereunto affixed in the presence of:

(Authorized Signing Officer) Title

(Authorized Signing Officer) Title

UNIT PRICE AGREEMENT

This Agreement made in triplicate the _____ day of _____, 2021 by and between:

Lac La Biche County
hereinafter called the "Owner"
and

hereinafter called the "Contractor"

The Owner and Contractor undertake and agree as follows:

THE WORK

The Contractor shall:

- a) perform all the Work required by the Contract Documents for:
Concrete and Asphalt Recycled Materials, Crushing and Stockpiling
Request for Quotation # TR-32-2021-04
do and fulfill everything required by this Agreement, and
- b) commence the work by the _____ day of _____, 2021 and complete the
work by the _____ day of _____, 2021.

Time is of the essence for this contract.

CONTRACT PRICE

The Contract price is _____ Dollars
(\$ _____), in Canadian funds which price is the aggregate of the estimated unit
quantities multiplied by the Unit Prices, and the Lump Sums set out in the executed Bid. This
Contract Price will be varied as the actual quantities handled vary, and will be subject to
adjustments as may be determined in accordance with the Contract Documents. Contingency is
not included in the contract price, and payment will not be made from any contingency monies
without an approved change order.

PAYMENT

- (a) In accordance with the provisions of the of the Contract, the Owner shall:
- (1) make payments to the Contractor on account of the Contract Price. The amounts of such payments shall be based on the Certificates for Payment issued by the Consultant; and
 - (2) upon Substantial Performance of the Work pay to the Contractor any unpaid balance of holdback monies then due; and
 - (3) when all the Work under the Contract other than the Warranty requirements has been performed, pay to the Contractor any unpaid balance of the Contract Price then due.
- (b) If the Owner fails to make payment to the Contractor as they become due under the terms of this Contract or in any award by arbitration or court, interest at the rate of one percent (0.5%) per month of such unpaid amounts, including earned interest, shall also become due and payable until payment. Such interest shall be calculated and added to any unpaid amounts monthly.

PROPER LAW

The law of the Province of Alberta shall govern this Contract.

ADDRESSES FOR NOTICES

All communications in writing between the parties, shall be delivered or sent to the individual, or a member of the firm, or on to an officer of the Corporation for whom they are intended to the address below. Such notices shall be deemed to be received if delivered, or, when delivered, or, if sent by prepaid mail or courier, when they should in due course of mail or courier service be delivered.

The Owner at:

Lac La Biche County, P.O. Box 1679, Lac La Biche, AB T0A 2C0

The Contractor at:

SUCCESSION

The Special Provisions hereto annexed, and all other Contract Documents, are all to be read into and form part of this Agreement, and the whole shall constitute the Contract between the parties and subject to law, and the provisions of the Contract Documents shall inure to the benefit of, and be binding upon, the parties hereto, their respective heirs, legal representatives, successors and assigns.

SIGNATURES

In witness whereof the parties hereto have caused this Agreement to be properly executed.

FOR LIMITED COMPANY

The Corporate Seal of

The Corporate Seal of

Lac La Biche County
(Owner)

(Contractor)

was hereunto affixed in the presence of:

was hereunto affixed in the presence of:

(Authorized Signing Officer)

(Authorized Signing Officer)

(Seal)

(Seal)

SPECIAL PROVISIONS

STANDARD SPECIFICATIONS

All reference to "Specifications" in this Request for Quotation document will be understood to mean Alberta Transportation's *Standard Specifications for Highway Construction* (Edition 14, 2010) unless otherwise noted.

CHANGES TO DEFINITIONS

The following changes in definitions have been made:

Department

The word "Department" shall mean Lac La Biche County.

Minister and/or Owner

The word "Minister" shall mean the person holding the position or acting in the capacity of the Chief Administrative Officer for the County or his duly appointed representative. The word "Owner" shall mean Lac La Biche County.

Consultant

The word "Consultant" or "Engineer" shall mean the person holding the position or acting in the capacity of the Chief Administrative Officer for the County or his duly appointed representative.

Insurance

Section 1.2.10 of the General Specification shall be modified to require the inclusion of the Owner and any other party designated by the Owner as additional named insured for this project.

GOODS AND SERVICES TAX (G.S.T.)

Bid prices are to exclude the Goods and Services Tax on all materials and services supplied by the Contractor and incorporated into the work.

The Owner will include the applicable Goods and Services Tax payment on the monthly and final progress payments.

HIGHWAY CONSTRUCTION

The Specifications for this Contract are published in the Alberta Transportation manual entitled *Standard Specifications for Highway Construction* (Edition 14, 2010). These specifications are supplemented by those published in the Alberta Transportation manual entitled *Specification Amendments for Highway and Bridge Construction* (2010).

HOLDBACK ON MONTHLY PROGRESS PAYMENTS

Holdback will be assessed as per Section 1.2.26 in the General Specifications. The Holdback will be ten (10%) percent for this contract and held for a minimum period of Forty five (45) days after project completion.

UTILITIES

It is the Contractor's responsibility to locate all underground and aboveground utilities and pipelines. The Contractor is responsible for the cost of repairing any gas line, telephone cable or any utilities damaged as a result of his operations.

SCOPE OF WORK

The work under the terms of this contract involves the crushing and stockpiling of aggregates at the Christy Creek Pit located within Lac La Biche County (NW 14-65-14-W4M), stockpiled on site (NW 14-65-14-W4M). **The Contractor is required to complete crushing and stockpiling by August 1, 2021.** Liquidated damages will apply to any work remaining uncompleted by the specified timelines. The Contractor shall work within the limits shown on the pit plans or as directed by the Consultant.

INDEMNIFICATION

The Contractor agrees to indemnify and save harmless Lac La Biche County against any and/or all actions and/or third party claims arising from the performance of this Contract.

FAILURE TO COMPLETE ON TIME

Section 1.2.20, "Failure to Complete On Time", sub section (i)(b), paragraph one, is amended to read the following:

"For this contract liquidated damages will be assessed for all calendar days that the work remains uncompleted after the specified completion date including the period between December 1st and April 30th of the following year."

PIT OPERATION REQUIREMENTS

The Contractor's operations in the designated sources shall be in accordance with Section 3.2 of Alberta Transportations *Standard Specifications for Highway Construction* Edition 14, 2010, including the following additional requirements:

- (i) The completed product will be stockpiled in a location as directed by the County for the Pit. The use of conveyor belts for stockpiling is preferred but **all** material must be scaled and surveyed by an authorized survey company, which is to be supplied by the Contractor.
- (ii) The weight so determined shall be the basis for payment.
- (iii) The Contractor shall supply and maintain sanitary facilities for the duration of the project.
- (iv) Any clay material encountered during crushing operations shall be removed and stockpiled at a location designated by the Consultant.
- (v) The crusher will be located at the pit site as per County instructions. Location of material to be crushed will be as per the attached plan. Existing roads will be used to access material. No new roads are to be constructed.
- (vi) All stock piled materials are to be a minimum of 10 meters from any topsoil piles.
- (vii) The Contractor shall remove and dispose of any metal debris or refuse generated by his crushing operations.
- (viii) Protect monuments (bars and coordinate control point)

Clean-up of the designated areas shall be in accordance with Section 5.2.4.2 of Alberta Transportations *Standard Specifications for Highway Construction* Edition 14, 2010 including the following additional requirement:

- (i) Upon receiving written notice from the County, perform any Additional Work as specified by the County.

Pit clean up is considered incidental to the production and stockpiling of aggregate and will not be paid for separately.

SUPPLY AND PAYMENT FOR AGGREGATES

The Owner shall supply the raw aggregate for the contract from the designated locations. The aggregate source for this contract is the Christy Creek Pit (NW 14-65-14-W4M).

AGGREGATE MEASUREMENT AND PAYMENT

The Contractor shall supply the belt conveyor, off the crusher, for stacking gravel.

The production of aggregates, including the processing, hauling and addition or subtraction of sands, the production and addition of extra manufactured fines, and any other aggregate gradation adjustments and modifications, will not be paid for separately but is considered incidental to the work.

Payment for the production and stockpiling of the aggregate will be made at the unit price bid per tonne for Designation 4 Class 20 aggregate and shall cover all costs associated with mobilization, demobilization and the crushing, hauling and stockpiling of the aggregate material. The Contractor shall supply all necessary materials, labor, equipment, expertise, supervision and any other incidentals necessary to complete the work, as per the contract specifications and provisions. Final payments will be made as per the unit price bid for crushing and stockpiling of the specified aggregate material, upon inspection and acceptance of the completed work.

No payment will be made for material rejected by the Consultant, or material that does not meet the applicable specifications. Rejected materials shall be stockpiled at a location approved by the Consultant.

Payment for acceptable aggregate will be made based on the scaled quantity (in tonnes) placed in stockpile. This applies to the scaled quantity placed in stockpile at Christy Creek Pit. There is no separate payment for haul road maintenance, for loading, for hauling or the equipment at Christy Creek Pit necessary to build the stockpile.

AGGREGATE QUALITY TESTING

For this Contract, the Contractor shall provide Quality Control Testing, as outlined in the Standard Specifications for Highway Construction, Section 3.2.3.2 'Quality Control Testing'.

The Contractor will be required to do sieve analysis daily and provide the County with a copy of the result the same day. Quality Control Testing shall be done by a Professional Engineering Services firm and by a qualified laboratory licensed to practice in the Province of Alberta.

Payment for this testing will be considered incidental to the unit price bid for the class of aggregate material.

Acceptance or rejection of aggregate materials placed in stockpile will be based on the Quality Assurance test results conducted by the County.

CONTRACT QUANTITIES

The quantities shown in the Unit Price Schedules are approximate. Lac La Biche County, at its sole discretion, may increase or decrease contract quantities and/or individual pit quantities as operationally required and/or due to budget restraints. No additional compensation or adjustment to the unit bid prices will be considered for any alterations to estimated contract volumes.

COUNTY AGGREGATE SOURCES AND STOCKPILE SITES

The contractor shall satisfy himself as to the quantity and quality of all raw aggregate sources. No additional compensation will be considered for aggregate modification or quantity alteration of the noted pit.

In addition to the requirements of Specification 5.2, Supply of Aggregate, the Contractors operations in the County source shall be in accordance with the following:

1. All material up to and including 400 mm in diameter shall be crushed, all +400 mm material shall be stockpiled separately.
2. Construction materials and all garbage shall be disposed of in the nearest approved landfill site. No garbage of any kind shall be buried on site.
3. Discharges and/or spills of oil, diesel fuel, or other regulated substances shall be reported to the appropriate authorities and the Contractor shall be held responsible for the cost of any clean up required by Alberta Environmental Protection and/or Alberta Transportation as a result of the operations.

CLEARING

No clearing and/or timber salvage is required in the designated sources to facilitate the production of this aggregate.

OVERBURDEN REMOVAL

No removal of overburden is required by the Contractor.

ENVIRONMENTAL CONTROL

CAMPSITES

Prior to the establishment of a campsite and roads providing access thereto or for other camp uses, the Contractor shall obtain the approval of the Owner.

All campsites shall be kept in a neat and sanitary condition at all times.

Prior to the abandonment of a campsite, the Contractor shall obtain a "Reclamation Clearance" from the County.

DISPOSAL OF WASTE MATERIAL

The Contractor shall ensure that all waste material, including raw sewage, is disposed of in the proper manner as outlined in Alberta Transportations *Standard Specifications for Highway Construction* Edition 14, 2010 Section.

CONTROL OF EQUIPMENT

The Contractor shall carefully control all equipment and work operations so that his operations do not extend beyond the designated working limits unless otherwise specifically authorized by the Consultant.

ENVIRONMENTAL PROTECTION AND ENHANCEMENT ACT

The Contractor shall carry out his operations so as to adhere to and meet all guidelines as set out in the Environmental Protection and Enhancement Act.

In addition, the Contractor shall be required to follow conservation and reclamation guidelines

as laid out in the existing Alberta Environment surface materials disposition held by Alberta Transportation.

BURNING

Prior to burning any trees, garbage or the like, the Contractor shall contact the appropriate local official.

Conditions under which burning is to be permitted will be given at this time.

Upon instructions from the Official, the Consultant may request that a patrol be kept on site during the time that burning is in progress in which event the Contractor shall supply all the necessary men and equipment. The cost of supplying such men and equipment will not be paid for separately but shall be considered incidental to the Work.

At the conclusion of burning and prior to the formal release of liability to the Contractor, a joint inspection will be made of the project by the Contractor, the Consultant and the applicable local Official. Before this inspection takes place, the Contractor shall ensure that, to the best of his abilities, all fires are extinguished.

The Contractor will be solely responsible for ensuring all fires are monitored and totally extinguished. The Contractor shall, at his own expense, take special precautions to prevent and extinguish uncontrolled fire occurring on or about the Work. If a fire results from an improperly extinguished fire, the Contractor may be held responsible for the damage.

All non-flammable debris shall be disposed of by a method and at a site that is approved by the Consultant.

ENVIRONMENTAL MANAGEMENT

As per Section 1.2.50 "Environmental Management" the Contractor shall comply with this specification including the preparation of an Environmental Construction Operations Plan for each phase of the project.

COMPLIANCE WITH THE LEASE AGREEMENT AND CRBP

The Contractor will be responsible for meeting the conditions of the Lease and the corresponding CRBP (Conservation and Reclamation Business Plan) and the CPP (Caribou Protection Plan) provided in the attached documentation dated August 2013.

The successful Contractor will be required to attend a half day orientation in which the County will review the requirements of the Lease, CRBP and CPP. The Contractor will subsequently ensure that all on-site workers and contractors receive the necessary training to carry out their job according to the Lease, CRBP and CPP.

To verify compliance with the conditions of the Lease, CRBP and CPP, the County will conduct compliance inspections of the SML operation that will be conducted by an independent professional consultant that is engaged by the County. The Consultant will report any contraventions to the County who will be required to report the information to the nearest local AESRD office. The Contractor will be responsible for taking the necessary corrective action and reporting the results.

The Contractor will be responsible for submitting information for the Annual Returns (AR) and Annual Operating Reports (AOR) to the County for submission to AESRD. Annual Reports are required to report volumes removed through an SML.

The Contractor must document and provide evidence to the County that the above noted

measures have been taken.

- END -