



REQUEST FOR TENDER

Track Rehabilitation on Road and Crossing

CONTRACT No. 322-001

PORT OF JOHNSTOWN, ONTARIO

MANDATORY SITE VISIT:

April 22nd, 2024

CLOSING DATE AND TIME:

May 10th, 2024

May 13th, 2024, 12:00pm

PORT OF JOHNSTOWN
3035 COUNTY ROAD 2
JOHNSTOWN, ONTARIO
K0E 1T1

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(ALL TO BE SUBMITTED WITH BID)

SECTION A-TENDER FORM

CONTRACT No. 322-001
PORT OF JOHNSTOWN, ONTARIO

2024-04-05

1. **Project Identification**

Tender Closing: May ~~10~~ 13th, 2024 Time: 12:00 p.m. Noon (EST)
Description Track and Road Rehabilitation
PROJECT NO. 322-001
PORT OF JOHNSTOWN
JOHNSTOWN, ONTARIO

2. **Business Name and Address of Tenderer**

Name: _____

Address: _____

Telephone: _____ Facsimile: _____

H.S.T. No.: _____

3. **Offer**

We, the Tenderer, hereby offer to the Port of Johnstown (hereinafter referred to as the “Owner”) to perform and complete the work in a workmanlike manner for the above-named project in accordance with the Plans and Specifications and other Tender Documents, at the place and in the manner set out therein for the **TOTAL TENDER AMOUNT (see p.7 below)** in words

_____, excluding HST

The above amounts are inclusive of all applicable Federal, Provincial and Municipal taxes, subject to any additions or deductions provided for in the Articles of Agreement, the General Conditions and Supplementary General Conditions, and which are based on the estimated quantities.

For the purposes of this tender, the Harmonized Sales Tax (HST) is not to be considered as an applicable tax.

4. Acceptance and Entry into Contract

We undertake, within seven (7) days of receipt of notification of acceptance of our offer, to sign a contract for the performance of the work provided we are notified by the Owner of the acceptance of our offer within sixty (60) days of the tender closing date. Parties may mutually agree to contract by letter only.

5. Construction Time

We agree to undertake and complete the work in an expeditious manner on schedule by no later than June 28, 2024.

6. Unit Price Table

The Owner and the Tendered agree that Schedule A – Unit Price Table included herein to be used for the purposes of the Contract.

We agree that the Price(s) per Unit as tendered govern in calculating the Total Tender Amount. We understand that any errors in the extension of the Price(s) per Unit and in the addition of the Total Price will be corrected to obtain the Total Tender Amount.

We agree that the Total Tender Amount does not include Harmonized Sales Tax (HST). HST will be billed as a separate item in addition to the payment amount for work performed under the contract.

7. Provisional Items

The Owner and the Tenderer agree that Schedule B – Provisional Items included herein to be used for additional or extra work at the unit prices shown if changes are required in strict accordance with the Contract requirements.

We agree that we are not entitled to payment of all or any part of the Schedule B – Provisional Items except for additional work carried out by Tenderer as directed and in accordance with the Contract, and only to the extent of such additional work.

8. Bid Security

We herewith enclose tender security in accordance with the Instructions to Tenderers.

We understand that if a security deposit is furnished as tender security and if we refuse to enter into a contract when called upon to do so, our bid security deposit shall be forfeited. The Owner may waive the right to forfeit the bid security deposit.

We understand that if the security furnished is not in the approved form as described in the Instructions to Tenderers, our tender is subject to disqualification.

9. Contract Security

The successful tenderer shall, within 10 days after notice of acceptance of his bid, provide to the owner contract security as set out in Section B-3.

10. Disclosure

We acknowledge that we have examined the drawings and specifications, have visited the site of the work and have ascertained all the necessary particulars with regard to the work, including but not necessarily limited to the location of objects which may interfere with the work, the possibility of interference with the work by normal operations, weather conditions and the effect of simultaneous work by others.

We understand that the Plans, Specifications, General Conditions, Supplementary General Conditions, Tender Form and any Addenda issued prior to the closing of tender will all constitute part of the Contract.

11. Appendices

This Tender Form includes Schedules A to C inclusive.

12. Addenda

The undersigned hereby acknowledge that the following Addenda have been received and provided for in this Quotation:

Addendum No. _____ Dated _____, 2024.
Addendum No. _____ Dated _____, 2024.

If no Addenda were received, initial _____ (none received)

13. Mandatory Site Visit

The undersigned attest that the site of the work was inspected on _____ 2024.

14. Declaration

In submitting this Tender, we the undersigned recognize the right of the Owner to accept any Tender at the price submitted, or to reject all Tenders and that the Owner is not obligated to accept the lowest or any Tender.

SECTION A-TENDER FORM

CONTRACT No. 322-001
PORT OF JOHNSTOWN, ONTARIO

2024-04-05

15. Execution of Tender

SIGNED, ATTESTED TO AND DELIVERED on the _____ day of _____, 2024

(Type or print the business name of the Tenderer)

WITNESSES

AUTHORIZED SIGNATORIES

Witness: _____

Signature: _____

Name: _____

Title: _____

(I have authority to bind the company.)

Witness: _____

Signature: _____

Name: _____

Title: _____

(I have authority to bind the company.)

Place Seal of Company Here

SECTION A-TENDER FORM

CONTRACT No. 322-001
PORT OF JOHNSTOWN, ONTARIO

2024-04-05

16. SCHEDULE A - UNIT PRICE TABLE

The unit prices or lump sum bid for each item shall be full compensation for all labour, materials and equipment incidental and necessary to complete the supply, installation and construction of each item as specified in the Contract Documents. Do not include Harmonized Sales Tax (HST) in the individual Tender Items or the Total Tender Amount.

The quantities shown in this schedule are estimated. The Contractor must bid based on the quantities shown in this schedule and must not alter the quantities for any reason. The final Contract Price shall be the final sum of the products of the actual quantities that are incorporated in, or made necessary by the Work, as confirmed by count and measurement, and the appropriate Contract Unit Prices. Adjustments to the same, may be made in accordance with the provisions of the Contract Documents. The Contractor must bid on each item listed.

The listing of units in the Unit Price Table and the associated description of work in the Contract Documents are for convenience only and not intended to be a full and complete description of all work. It is the Tenderer's responsibility to ensure that the individual bid prices and the total tender sum cover all costs to complete all of the Work based upon the whole of the Contract Documents.

ITEM (Unit bid to be either typewritten, printed or written in ink in words)	MEASURE -MENT	ESTIMATED QUANTITY	UNIT BID PRICE (in figures)	TOTAL (in figures)
1. All preparation for track refurbishment Sawcut Asphalt. Excavate existing rail and rail bed. Rehabilitate base, adding new ballast as required. Replace existing ties with new 6"X8"X8'6" end plated and treated hardwood ties. New Double shoulder tie plates. New Rail seal on both sides of rail.	Square Metre	Part 1.1 (Crossing): 112 ^{m2} + 42 ^{m2} Part 1.2 (Road): 190	\$ _____ \$ _____	\$ _____ \$ _____
Note all ties deemed fit for reuse will be deducted from final invoice by amount listed in provisional items.				
All other to be reused from existing.				
in dollars and cents per				

SECTION A-TENDER FORM

CONTRACT No. 322-001
PORT OF JOHNSTOWN, ONTARIO

2024-04-05

2. Installation of ~~concrete~~-asphalt drive area. All ~~concrete~~-asphalt edges must be tapered to meet existing asphalt edges.

Square Metre

Part 2.1 (Crossing) 112^{m²}+42^{m²} \$ _____ \$ _____

~~Part 2.2 (Road) 190~~ \$ _____ \$ _____

Total of items 1 and 2 above for each part.

in dollars and cents per

Total Part 1 _____

Total Part 2 _____

TOTAL AMOUNT _____

(Enter the above amount in TOTAL TENDER AMOUNT below)

TOTAL TENDER AMOUNT
(excluding HST)

\$ _____
(in figures)

+ 13% HST

\$ _____
(in figures)

TOTAL Amount including HST

\$ _____
(in figures)

Write the TOTAL TENDER AMOUNT below.

(price must be typewritten, printed or written in ink in words)

SECTION A-TENDER FORM

CONTRACT No. 322-001
PORT OF JOHNSTOWN, ONTARIO

2024-04-05

17. SCHEDULE B – PROVISIONAL ITEMS

We submit the following schedule of unit prices for provisional items to be used if changes are required from the Works shown on the plans and specified in the Contract Documents. If quantities are increased, the additional quantities will be paid at these prices and if quantities are reduced these prices will be used to calculate deductions from the contract price. Do not include Harmonized Sales Tax (HST) in the Schedule of Provisional Items.

We agree that we are not entitled to payment of all or any part of the Schedule of Provisional Items except for additional work carried out by Tenderer as directed and in accordance with the Contract, and only to the extent of such additional work.

ITEM No.	DESCRIPTION	UNITS OF MEASUREMENT	ESTIMATED QTY.	UNIT PRICE	TOTAL
P-1	Damage Rail Replacement 115 RE Rail 12-6	Lin foot	unknown		N/A
P-2	Equipment	Per Hour	unknown		N/A
P-3	Labour	Per Hour	unknown		N/A
P-4	Ballast	Per Ton	unknown		N/A
P-5	6"X8"X8'6" end plated hardwood ties	Each	unknown		N/A

18. SCHEDULE C – EQUIPMENT STATEMENT

The Tenderer shall furnish, in the space provided hereunder, a list and a complete description of the plant and equipment available for the satisfactory completion of the work.

The Owner reserves the right to inspect all plant and equipment listed prior to the award of a contract. The Tenderer agrees that knowledge or inspection of the equipment by the Owner shall in no way be considered as approval of the adequacy of the plant and equipment so listed for the work.

DESCRIPTION OF UNIT	SIZE CAPACITY, HP RATING	PRESENT CONDITION	HOURLY RATE	
			LOCATION	WITH OPERATOR

**SECTION B - INSTRUCTIONS TO
TENDERERS****1. Quotations**

Unit Price Tender, as submitted on the form provided, is invited for Rail and Road Rehabilitation as described at the Port of Johnstown, as outlined in the Contract Documents.

Tender will be received by the Port of Johnstown (Henceforth the "Owner") until the stated closing time, and shall be submitted in hard copy, using the form provided, in an envelope bearing the following notation:

Quotation:

Track and Road Rehabilitation
Contract No. 322-001
Port of Johnstown, Ontario

Attention: Mike Moulton, Operations Manager
Port of Johnstown
3035 County Road 2
Johnstown, Ontario K0E 1T1

The signature(s) to the Form of Quotation shall be in longhand and by official(s) duly authorized to execute Contracts. In all cases of a limited corporation, the company seal shall be affixed to the Contractor's signature page.

E-mail bids are not accepted.

2. Closing Time

Quotations will be received until noon on ~~May 10th, 2024~~ **Change to May 13th, 2024**

3. Tender Security and Contract Security

1. Tenders must be accompanied by the following tender security:

(1) A bid bond, in a form acceptable to the Owner and from a company whose bonds are acceptable to the Owner, in an amount of no less than 10% of the Tender amount,

Or

(2) A security deposit, in the form of a certified cheque payable to the Owner, in the amount of \$10,000.00 plus 5% of the amount of the Tender amount.

SECTION B - INSTRUCTIONS TO
TENDERERS

- (3) The security deposit as indicated above will be forfeited if the Tenderer refuses to enter into a Contract when called upon to do so.
- (4) If the security furnished is not in an approved form, as described above, the Tender is subject to disqualification.

2. The Contractor shall deliver to the owner prior to award:

- (1) A Performance Bond in the amount equal to 100% of the total tender amount.
- (2) A Labour and Material Bond in the amount equal to 50% of the total tender amount.
- (3) Contract certificate of insurance as set out in B-14.
- (4) The bonds shall be issued by a bonding or surety company acceptable to the owner and shall be maintained in good standing until the completion of the contract and warranty period.

4. **Risks**

The Tenderer is expected to satisfy himself as to the nature of the work to be done and must visit the site and view the facilities to estimate any foreseeable difficulties prior to submitting the requested Quotation.

It is assumed that the Contractor will base the Quotation upon a thorough understanding of the existing circumstances and take into account hazards of all kinds including weather conditions. It is understood that no allowances or concessions will be made to the Contractor for any lack of information on his part of any matter whatsoever, and that risks and hazards of every kind are assumed by the Contractor.

All work to be completed under the scope of this Contract is to be done in strict accordance with the technical requirements and associated drawings, and such instructions as may from time to time be given in writing by the Owner.

5. **Tender Validity**

All tenders shall be valid for acceptance for sixty (60) days from the date set for delivery to the Owner.

6. **Permits**

Other than regulatory governmental agency approvals for the work, it is the responsibility of the Contractor to obtain and pay costs for any other permits that may be required for his work, and to see that all such necessary permits are in place on the site at the commencement of work.

**SECTION B - INSTRUCTIONS TO
TENDERERS****7. Safety Regulations**

The Contractor must comply at all times with safety regulations and/or requirements and must cooperate with inspectors - refer also to additional conditions in the technical requirements.

8. Clarification of Related Documents

All Tender Documents shall be read in conjunction with each other, and it shall be assumed that they are in agreement. Should any discrepancies, ambiguities, omissions or conflicts be detected in the related documents, the Tenderer shall advise the Owner, and if necessary, an Addendum shall be issued.

9. Addenda

All communications to the tenderers will be in the form of Addenda. All Addenda shall become an integral part of the Tender Documents and shall be provided for by the Tenderer in the Stipulated Price Tender.

Tenderers shall insert, in the space provided in the Form of Tender, the number and dates of all Addenda received and provided for in their Tender.

Tenderers should verify with the Owner, before submitting their Tender, that all applicable Addenda have been received.

10. Questions

Tenderers with questions regarding the Request for Tender should contact the person below. All questions must be through emails.

Mike Moulton

Port of Johnstown

Email : mmoulton@portofjohnstown.com

All questions should be addressed no later than 12:00 p.m. on May 6th, 2024 in order to allow sufficient time for Addenda to be issued as required to all Tenderers as set out in Section B-9. Email from the owner (acknowledgement of receipt by bidder required) may be used to issue Addenda.

**SECTION B - INSTRUCTIONS TO
TENDERERS****11. Schedule of Work**

Within seven (7) days of notice of Award of Contract, the Contractor must submit a proposed schedule of work to the Owner, to include start and finish dates, as well as proposed schedule of individual work items in bar chart format.

12. Contract

The Contractor will be responsible to enter into a CCDC 4 contract agreement with the Owner which will be the responsibility of the contractor to procure and present to Owner. However, in lieu of or until such time as a formal Contract is executed, the Owner's acceptance in writing of the Contractor's Tender of these Contract Documents will constitute a Contract.

13. Contract Completion Date

If the Contractor is unable to comply with the required construction schedule, he shall state clearly in his Quotation his intended dates of commencement and completion.

14. Insurance

The Contractor shall carry insurance satisfactory to the Owner; including Commercial General Liability insurance naming the Owner as "additional insured", in the minimum amount of five (5) million dollars.

Proof of coverage shall be provided to the Port by the successful bidder prior to award

Insurance coverage shall be kept in effect without termination or material change for the duration of the contract.

15. Payment

Due to the short duration for the work, the Owner will pay upon completion of the work, subject to a 10% holdback. Request for alternate payment terms will be considered upon application for same. Payment for unit price items will be made on the actual quantities installed in the work. No alteration in unit price will be made for variations in quantities, howsoever caused.

Note: The contractor is required to closely and continuously monitor pavement thickness after compaction to achieve the specified layers as a minimum but without accumulating significant and persistent pavement tonnage quantity over run. The owner reserves the right to refuse payment for asphalt tonnage resulting from the total pavement layer exceeding that specified or required.

SECTION B - INSTRUCTIONS TO
TENDERERS

16. **Mandatory Site Inspection**

It is mandatory that tenderers attend a site inspection of the work on April 22nd, 2024.

Tenders received from firms not arranging for and carrying out a site inspection will not be considered and will be rejected.

Section C1 – General

Section C2 – Environmental Protection

Section C3 – Technical

Part 1: General and Scope of Work

Part 2: Products

Part 3: Execution

**SECTION C - TECHNICAL
REQUIREMENTS****Section C-1 - GENERAL**

- 1.1 General 1. The site of the work is the ~~three rails~~ ~~two rails~~ at the main crossing into the port as well as the truck lane containing rail into pit 8 from the probe station.
See Photographs 1 and 2
- 1.2 Examination 1. Before submitting the tender, examine existing site conditions and determine conditions affecting work.
2. Obtain all information that may be necessary for proper execution of Contract.
3. Refer also to Clauses B-4 (Risks) and B-16 (Mandatory Inspection) of Section B.
- 1.3 Stockpile and Disposal Area 1. Excavated material will be removed to an area within the Port limits designated by the Owner.
- 1.4 Minimum Standards 1. Execute work in accordance with rules and regulations of authorities having jurisdiction, including the Canada Shipping Act.
- 1.5 Fire Safety Plan 1. If requested by the Port, provide a Fire Safety Plan in accordance with National Building Code prior to commencement of work. Deliver a copy of the Fire Safety Plan to the Port before commencing work.
- 1.6 Construction Safety Measures 1. Observe and enforce construction safety measures required by the latest edition of the Occupational Health and Safety Act and Regulations for Construction Projects and all applicable regulations of the Port of Johnstown Health and Safety Plan.
2. In event of conflict between any provisions above, the most stringent provision will apply.
3. Where applicable, the Contractor shall be designated the "Constructor", as defined by the Ontario Occupational Health and Safety Act.
4. Arrange and have all contractor employees attend a Health and Safety orientation meeting prior to start-up.
- 1.7 Taxes 1. Pay applicable Federal, Provincial and Municipal taxes.
- 1.8 Commencement of Work 1. Commence mobilization of plant and equipment to site immediately upon notification of award or on such date as mutually agreed upon with the Owner.

1.9 Co-operation and
Protection

1. Execute work with minimum disturbance to the Port and normal use of premises. Make arrangements with the Port to facilitate execution of work.
2. Provide necessary barriers, warning lights, signs & flagmen.
3. Repair and clean existing structures, roads or other facilities damaged or fouled by the work or material lost during transport. Complete repairs and clean up at no expense to the Owner.
4. Ensure no material is tracked from the Port onto a public road.

1.10 Project
Meetings

1. The Port may arrange project meetings for mutually agreed upon dates and will record and distribute meeting notes. The Contractor and any sub-trades will attend these meetings.

1.11 Documents
Required

1. Maintain at job site, one copy of each of the following:
 1. The Drawings.
 2. Technical Requirements,
 3. Addenda.
 4. Change orders.
 5. Other modifications to Contract.
2. Maintain documents in clean, dry, legible condition.
3. Make documents available at all times for inspection by the Port.

1.12 Additional
Drawings

1. Additional drawings may be issued by the Port to clarify work.
2. Such drawings shall become part of the Contract Documents.

1.13 Demobilization

1. Complete demobilization of plant and equipment no later than two (2) weeks after

receiving Port's written release from the work. Do not leave any equipment in the Port of Johnstown unless arrangements are made with, and approved by, the Port of Johnstown.

1.14 Plant

Requirements

1. For land based equipment, supply list of all equipment proposed for use in the work.
2. For marine plant, submit with tender, a list of all floating plant to be used for the work. Plant, other than listed, cannot be used without prior approval of the Port.

1.15 Port's

Evaluation

of Tenders

1. The Port may request any Tenderer to submit additional information concerning their tender after tender closing. Submit such information within 24 hours of this request.
2. Additional information may consist of, but not be limited to, the following:
 - (1) Details of proposed mobilization and schedule.
 - (2) Details of proposed labour force, hours of work and production rates.
 - (3) Details of all proposed equipment for the work, disposal operations and site preparation work; their condition and any necessary repairs or modifications required to prepare the equipment for the work and its impact on the proposed schedule.
 - (4) Source of material and grading curves for each type of granular.
 - (5) Details of any proposed sub-contracts and equipment rentals.
3. All additional information submitted by the Tenderer will be used by the Port in confidentiality to evaluate the Tender.

SECTION C2 - ENVIROMENTAL PROTECTION

1.1 General

1. Meet or exceed the requirements of all environmental legislation and regulations, including all amendments in force for the duration of the work, provided that in case of conflict or discrepancy, the most stringent requirements apply.

1.2 Disposal of Excavated Materials

1. Dispose of any additional material that is not required in the designated area which is located approx. 400 meters west of the construction area. This will be explained at the mandatory site meeting.
2. Manage disposal area so that material can be accommodated. Dozer flat piles of any disposed material.

1.3 Disposal of Wastes

1. Do not bury rubbish and waste materials on site.

SECTION C - TECHNICAL
REQUIREMENTS

2. Dispose of waste materials or volatile materials such as mineral spirits, oil and paint thinner in a legal manner at an approved on-land disposal site.
3. Control disposal or run-off of water containing suspended materials or other harmful substances.
4. The disposal area shall be managed to prevent the run-off of any materials.

1.4 Fires

1. Fires and burning of rubbish on site are not permitted.

1.5 Spills

1. Prevent spillage of gasoline, diesel fuel and other oil products or deleterious substances into the waterways and on land. Clean up spills promptly at own cost in accordance with applicable regulations by authorities having jurisdiction.
2. Report immediately any spills to the Port and call the Ministry of the Environment Spills Action Centre.

SECTION C3 - TECHNICAL**Part 1: General & Scope of Work****1.1 Scope of Work**

1. The work shall consist of removing existing asphalt and track on main rail crossing ~~and road between trackshed and probe area (see drawings)~~. Excavate and refurbish railbed with new tie, tie plates and spikes. Reinstall existing rail to CN ETS (Engineering Track Standard). ~~Fill with concrete to match rail and existing asphalt. Concrete to be 5000psi (35mpa) with 5-8% air entrained.~~ Replace excavated asphalt with new. Reuse ties where applicable.

1. Saw cut existing asphaltic concrete full depth along the perimeter shown on the project drawings.
2. All other work as required to complete job.
3. Clean finished work area.

1.2 Interference to Port

1. Arrange operations to minimize interference with commercial traffic using the wharf facilities. Ensure contract operations do not contaminate cargo stored on the Wharf.
2. Make no claim delays resulting from the above.

**1.3 Construction
Sequence**

1. Supply Port with plan of work sequence and/or stages for all areas, and aspects of the work.
2. Port may direct Contractor to alter sequence of work areas.

**1.4 Measurement
for Payment**

1. N/A

PART 2 - PRODUCTS

2.1 Equipment

1. Equipment used in the work to be mechanical, of sufficient capacity and in good condition to satisfactorily complete the work, within the time schedule and in accordance with the specified requirements.
2. No equipment that is leaking fluids (hydraulic, gas, oil, coolant) can be used in the work. Such equipment is to be removed from the site or repaired forthwith. Any areas contaminated by equipment shall be cleaned up forthwith.

2.2 Materials

1. All new materials and work required to complete the above listed project will meet AREMA standard. **Concrete work to meet C-1 standards**

PART 3 - EXECUTION

3.1 Layout of Work

1. Immediately upon entering site for purpose of beginning work on this project, locate all reference points and take proper action necessary to prevent their disturbance.

3.2 Protection, Testing & Acceptance

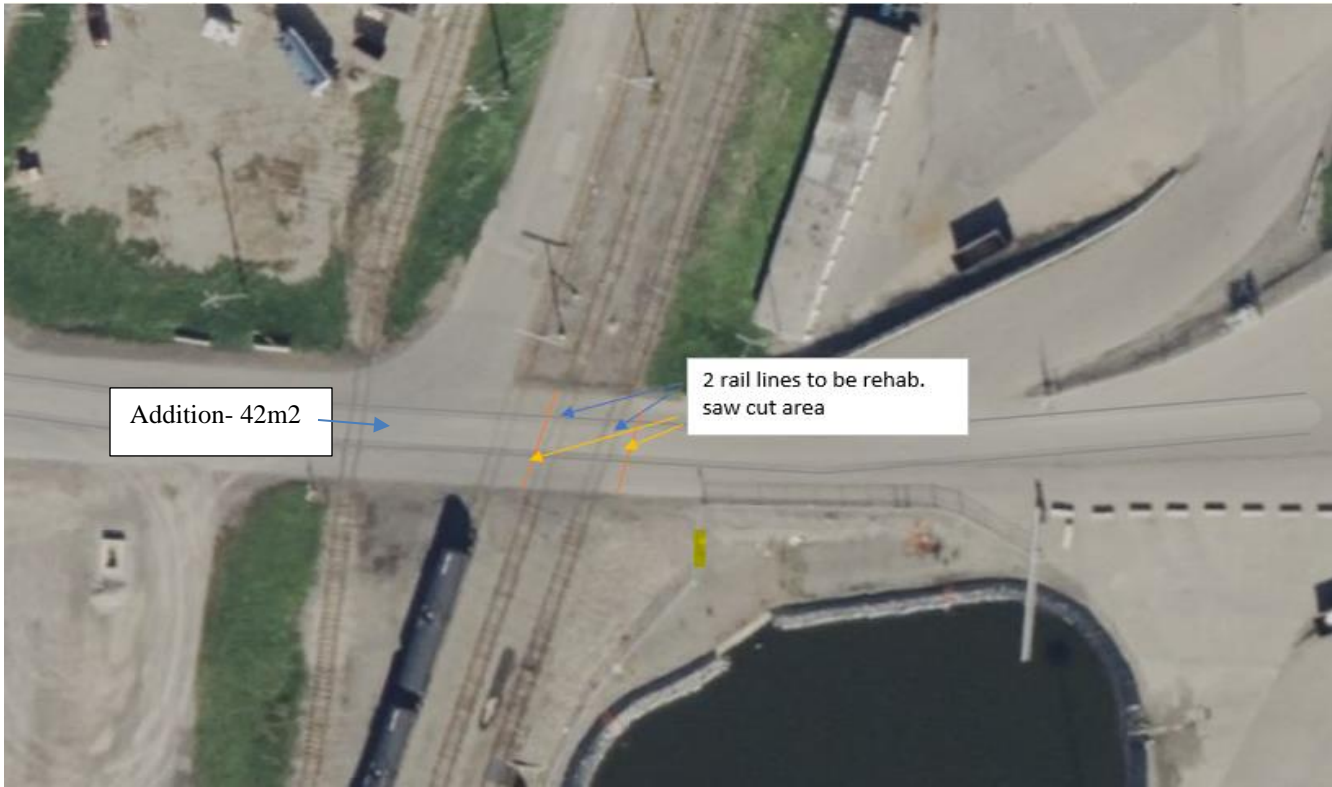
1. Protect and maintain work area from time of installation until completion of work.
2. Keep work areas clean and neat at all times. Cleaning of roads and paved surface shall be the responsibility of the Contractor.

3.3 Warranty

1. The Contractor shall warrant the finished Rail and Concrete and Asphalt against all defects in materials and workmanship for a period of 1 year after the Owners acceptance of work. Warranty shall include the timely repair of defects at the Contractor's expense.

1. PHOTOGRAPHS

Main Rail Crossing-112m² + 42m²



ADDITIONAL CROSSING ON MAIN ENTRANCE 42M²



Truck Lane with Rail – 190m²

