



REQUEST FOR PROPOSALS

PV RFP 2240-20 CRK

2024

PAVEMENT CRACK SEALING PROGRAM

APRIL 2024

A. INTRODUCTION / BACKGROUND

As part of the City of Parksville’s annual maintenance program, the City requires pavement crack sealing within the City of Parksville. These requirements involve all works associated with pavement crack sealing, in various locations throughout the City. All work is to be completed in accordance with the specifications and general requirements attached.

This program is for an initial term of three (3) years with an additional two (2), one (1) year options to renew upon mutual agreement.

Utilizing the attached response form, it is understood and agreed that the proposal shall include the supply and installation of all materials, equipment, labour, supervision, services (including traffic control), taxes (GST inclusive) and assessments, together with the Contractor’s overhead and profit and all work necessary for, or reasonably incidental to the construction, testing and completion of the Works.

Payment will be made based on the unit price tendered, and the actual quantities of work done as measured in the field.

No other payment will be made for the Contractor, except for extra work ordered and approved in writing by the Roads supervisor.

B. PROPOSAL REQUIREMENTS

Submission Requirements:

Proposals must be submitted in a sealed opaque envelope clearly marked “2024 ROAD PAVEMENT CRACK SEALING PV RFP-2024-02-CRK”, addressed to the City of Parksville Operations Department, 1116 Herring Gull Way, Parksville, BC V9P 1R2.

Proposals must be received at the office of the Senior Manager of Operations no later than **2:00 pm (PST) Friday, April 26, 2024**. **Proposals WILL NOT be opened in public.**

All prices proposed are to be in Canadian funds.

Proposals, rather than tenders, have been requested to afford Proponents a more flexible opportunity to employ their expertise and innovation, and thereby satisfy the City's needs in a more cost-effective manner. Proposals should be based on these Instructions to Proponents, Terms of Reference, and Draft Agreement.

Your proposal should clearly show your complete company name, address, and name, telephone and email of primary contact person(s).
All proposals submitted should include three (3) copies.

Proponents are solely responsible for any costs or expenses related to the preparation and submission of proposals.

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All documents generated because of this project will become the property of the City, and the successful proponent will be required to assign any copyright to the City. The City will have the exclusive rights to copy, edit and publish the material.

The awarding of a contract because of this Request for Proposal will not permit the successful Proponent to advertise the relationship with the City without the City's prior authorization.

Under no circumstances may the Services or any part thereof be subcontracted, transferred, or assigned to another firm, person, or company without the prior written authorization of the City.

The City reserves the right to accept any or none of the proposals submitted and will evaluate proposals based on the best value. The lowest cost proposal will not necessarily be accepted. The execution of any Agreement resulting from this RFP may be subject to City of Parksville Council approval.

If any director, officer or employee agent or other representative of a Proponent or Tenderer makes any representation or solicitation to the Mayor, any Councillor, officer, or employee of the City of Parksville with respect to the Proposal or Tender, whether before or after the submission of the Proposal or Tender, the City shall be entitled to reject or not accept the Proposal or Tender.

Confidentiality and Freedom of Information:

Your proposal should clearly identify any information that is of confidential or proprietary information (the "Confidential Information"). However, the City is subject to the provisions of the *Freedom of Information and Protection of Privacy Act*. As a result, while Section 21 of the Act does offer some protection for third party business interests, the City cannot guarantee that any Confidential Information provided to the City will remain confidential if a request for access in respect of your proposal is made under the *Freedom of Information and Protection of Privacy Act*.

Pricing:

The items listed in the attached **Schedule of Approximate Quantities and Prices - RFP Response Form** are minimum features to be provided. Proponents may also provide separate pricing on additional elements they feel would benefit the City in meeting its goal.

All invoices paid because of this Request for Proposal will be paid as per the City's standard payment terms; invoices will be paid net 30 days from date of invoice.

Rates of Pay:

The minimum rate of pay for work performed under this Contract or under sub-contract shall be as classified in the current collective agreement between the City and the Canadian Union of Public Employees, Local 401. Should the City determine that any contractor is not complying with this requirement, the City will immediately exercise any and all rights it has under the Contract and take such measures as may be appropriate under its Contract with the Contractor. The measures include, but are not limited to, termination of said Contract. The City may

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require that the Contractor provide copies of information stating the wage rates paid to its employees and the employee's entitlement for works on this Contract.

Cancellation:

The City reserves the right to terminate the Contract, at its sole and absolute discretion, on giving 90 days' written notice to the Contractor of such termination and the Contractor will have no rights or claims against the City with respect to such termination. Cancellation would not, in any manner whatsoever, limit the City's right to bring action against the Contractor for damages for breach of contract.

Accuracy of Information:

The City makes no representation or warranty either express or implied, with respect to the accuracy or completeness of any information contained or referred to in this RFP.

Responsibility of Proponent:

Each Proponent is responsible for informing themselves as to the contents and requirements of this RFP. Each Proponent is solely responsible to ensure that they have obtained and considered all information necessary to understand the requirements of the RFP and to prepare and submit their proposal. The City will not be responsible for any loss, damage or expense incurred by a Proponent as a result of any inaccuracy or incompleteness in this RFP, or as a result of any misunderstanding or misinterpretation of the terms of this RFP on the part of any Proponent.

References:

Proponents must provide at least three (3) references for which work similar in scope or subject matter was performed. This shall include the name and address of the reference, the name and phone number of a person to contact, and a brief description of the work that was performed.

Enquiries:

All questions regarding technical inquiries should be directed to Mark Adelborg, Roads and Fleet Supervisor at 250 937-0136 or via email at madelborg@parksville.ca.

All questions regarding the submission of proposal should be directed to Keith Martin, Senior Manager of Operations via email at kmartin@parksville.ca.

If a Proponent is in doubt as to the true meaning of any part of this Request for Proposal, or finds omissions, discrepancies or ambiguities, a request for interpretation or correction may be submitted to the Operations Department. If deemed necessary by the City, an addendum will be issued to all Proponents registered as having received this Request for Proposal. This procedure also applies should the City, of its own accord, wish to expand or delete any part of this Request for Proposal. Only the written Request for Proposal and any addenda issued by

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the Operations Department should be relied upon by Proponents when preparing and submitting their proposals.

Insurance:

Where available, the Contractor must submit to the City, upon acceptance of its proposal, a Certificate of Insurance containing the following:

- Comprehensive General Liability Insurance in an amount not less than \$3,000,000 with a provision naming the City as an additional insured and a Cross Liability clause.
- Motor Vehicle Insurance, including Bodily Injury and Property Damage in an amount no less than \$2,000,000 per accident with the Insurance Corporation of British Columbia on any licensed motor vehicles of any kind to be used to carry out the Work.
- A signed City of Parksville Works in City Streets Permit.
- A written copy of your Health and Safety Program and/or safe work plan.
- A copy of your current Certificate of Clearance from WorkSafe BC.

Business Licence and Permits:

The successful Contractor shall provide and pay for current City of Parksville Business Licence (or current Inter-Community Business Licence) valid for the term of the work. The Contractor shall provide and pay for all necessary permits and licenses necessary for the performance of the work.

Timing:

Works are to commence spring 2024.

Regulations of Authorities Having Jurisdiction:

All services provided must be in accordance with all laws and regulations in the Province of British Columbia. The successful Contractor will be responsible for acquiring and paying for all required licences, permits, and approvals from authorities having jurisdiction.

C. SCOPE OF WORK

The Contract resulting from this request for proposals will be for the supply of all supervision, labour, materials, tools, plant, equipment, and any incidentals necessary to carry out the work.

The Contractor shall schedule all work as directed by the City's Roads and Fleet Supervisor. No work shall proceed without prior approval of the Roads Supervisor. Once the Contractor has commenced work, he shall continue operations in the City until the entire "scheduled" program has been completed.

The Contractor shall notify the Roads and Fleet Supervisor not less than 48 hours prior to commencing any portion of the work as to the location of the roads to be sealed.

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Reporting:

In reporting to the City of Parksville, the Contractor shall:

1. Liaise with the City.
2. Inspect all work to ensure strict compliance with contract documents.
3. Receive and respond to complaints and take corrective actions.
4. Keep regular and consistent written records of complaints and corrective actions and provide them to the City.
5. Keep regular and consistent daily written records of all work performed and provide to the City.
6. Attend all (or as directed) of the City's related meetings.

Responsibility:

Contractor's responsibilities included in proposal pricing are, but are not limited to:

1. Supply, at their own expense, all trucks or other vehicles and all drivers, and other personnel for the efficient performance of the Work contemplated by the Contract.
2. Always maintain all equipment in a neat and clean condition and in a state of good appearance and repair. Equipment which is deemed by the City to be in poor repair or dangerous to the extent that interferes with the proper operation of the contract shall be deleted from the equipment list, in which case a suitable substitute shall be supplied by the Contractor without delay.
3. Notwithstanding the compliance of the Contractor with all of the afore-mentioned clauses on insurance, the Contractor shall indemnify, protect and save harmless the City, its Officers, agents, servants, employees and sub-contractors from and against all actions, causes of actions, claims and demands of any kind, description and nature whatsoever arising out of or in any way connected with fulfilment of its Contract, and all such actions, causes of actions, claims and demands recoverable from the City or the property of the City, shall be paid by the Contractor, and, if recovered from the City, or the property of the City, shall together with any costs and expenses incurred therewith be charged to the Contractor.
4. Not modify any vehicles nor substitute any vehicle without prior consent of the Operations Manager or his authorized representative.

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5. Exercise good public relations in carrying out its authority under this Contract, and its employees shall be always made conscious of their responsibilities in this regard.

D. EQUIPMENT

Application Equipment as outlined in MMCD Gold Book Section 02576 - 3.1.1

THE FOLLOWING EQUIPMENT IS REQUIRED:

1. Melter

A portable, specially fabricated steel container having sufficient capacity to ensure no loss of productivity in applying sealant at a minimum rate of 200 linear metres per hour. The Melter must also ensure the material is kept fresh at all times rather than being re-heated continually.

Construction shall be of double walled type to allow heat transfer oil circulation. Heating shall be done by an oil jacketed means with suitable liquid propane burners. On-board automatic heat controlling devices to control product temperatures and transfer oil temperature must be provided. All necessary regulators, couplers and valves must be included and meet current standards for liquid propane systems.

The Melter shall be equipped with a horizontally mounted paddle-agitor and recirculation system. The Melter must comply in every aspect with all provisions of the Gas Safety Act, Regulations and Codes.

2. Cleaning Equipment

- i. A hot compressed air tool (e.g., HCA lance) capable of cleaning, heating, and drying unrouted cracks. This unit shall consist of a source of compressed air with not less than 1.7m³/min (60 cfm) at 690 KPA (100 psi) gauge pressure complete with a moisture and oil filter.

Valving hoses and fittings shall be provided for the mixture of liquid propane gas into the compressed air. Control box mounted regulators must be provided to regulate input of each gas into a handheld tool to concentrate exhaust onto the crack. On ignition, a spontaneous retort type combustion shall be sustained creating a hot air exhaust of approximately 950 m (3,000 feet) per second at 1650 degrees C (3,000 degrees F), and/or have the capacity to generate up to 300,000 B.T.U.

A minimum of 7.5 metres of reinforced hose shall be provided from the tool assembly to the mixing box to allow for sufficient range of movement by the operator.

This tool must meet all provisions of the *Gas Safety Act*, Regulations and Codes.

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- ii. A compressed air tool capable of cleaning and drying unrouted cracks. This unit shall consist of a source of compressed air with not less than 1.7 m³/min (60 cfm) at 690 KPA (100 psi) gauge pressure, complete with a moisture and oil filter.

5. Discharge Equipment

Either the Melter must be equipped with a positive displacement pump to discharge the sealant via a connecting wand, or a manual applicator must be employed such that sealant is efficiently applied behind the lance operation and that proper temperatures are maintained.

6. Crack Filler Devices and Strike-off Tools

This equipment must be capable of forming a bead of sealant over prepared cracks. Also, a device capable of forming a flush band as required for the Klaruw Method.

E. MATERIALS

1. Material Supply

The Contractor shall supply sufficient quantities of sealer compound required to complete this Contract in its entirety.

Only the following products will be used in this Contract:

- 1) Hydrotech Sealz 6165
- and/or 2) CrafcO Roadsaver 211
- and/or 3) CrafcO Roadsaver 221
- and/or 4) CrafcO Roadsaver 231
- and/or 5) CrafcO Roadsaver 522
- and/or 6) Koch 9005
- and/or 7) Tremco THC 200
- and 8) CrafcO Detack

2. Application Specification

The product(s) must meet the manufacturer's technical standards and authenticity provided before commencement of the work. The manufacturers application methods and provisions must be adhered to except where these specifications override or exceed them.

Note that hot-rubberized sealing compounds must be retained in melters or heated containers at specified temperatures (manufacturer) for lengths of time not less than manufacturer's recommendation.

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F. METHODS & PROCEDURES

1. All methods and procedures outlined in MMCD Gold Book Section 02576 - 3.3 for non-routed cracks shall be followed

(i) Standard Method

(ii) Cracks from 12 mm to 25 mm in width will not be routed but shall be cleaned as close to the crack depth as possible.

(iii) Cracks from 25 mm to 75 mm in width will not be routed but shall be cleaned to the entire depth.

(iv) Cracks, previously sealed, that need repair shall be completely cleaned and all loose asphalts, debris and sealant must be removed. Cracks should immediately be treated as per the following Standard Method 3(c)(I). When sealing a continuation of a crack previously sealed or repaired the adjacent older sealed material must be heated up with the H.C.A. tool and new material must be blended, worked, and struck with the squeegee to ensure proper bond between the new and previously placed sealant.

(v) The contractor shall inform the Manager of Operations when the asphalt that is going to be cracksealed will not seal properly.

2. Cleaning

Cracks must be cleaned using the compressed air tool in two (2) passes to remove all dust and debris. The HCA tool may be required to remove moisture.

All cracks must be swept with a mechanical street sweeper in the same day, prior to blowing the crack with compressed air. The Contractor will be responsible for all costs associated with clean up and sweeping.

3. Sealing of Cracks

(i) Those cracks prepared as specified in (a) (i) and (ii) must be filled immediately following treatment with the HCA tool by filling with sealant from the bottom up to surface level, in a manner which does not result in sealant bridging entrapped air pockets. Excess settlement may occur in deep cracks, thus necessitating application of a second layer of material. Material should be placed so as to overfill the groove. It should then be struck off and worked with at least two complete passes using the squeegee so as to leave a uniform bead of sealant directly over the crack, with the edges of the spread evenly feathered out to overlap on the pavement surface a minimum of 40 mm on each side of the groove.

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- (ii) The City in consultation with the contractor may carry out several test sections. The application method used shall be, routing cracks to 30mm wide, and 20mm deep. Flush filling cracks with edges overlapping the pavement by 2mm.
- (iii) Cracks from 25 mm to 75 mm prepared as described in (a) (iii) will be treated as follows:
- Apply a thin coat of sealant.
 - Fill the gap with clean, dry minus 16 mm stone chips.
 - Re-apply sufficient sealer to overfill the gap.
 - Strike off with squeegee and feather the surplus to overlap pavement surface.
 - A following application may be necessary should sealant settlement be excessive.
4. During the process of pouring the compound the Senior Manager of Operations may require that sufficient compound be taken from the melting unit for testing purposes.
5. Damages such as stones embedded in the sealing compound by construction traffic and Contractor's operation shall be made good by the Contractor, at the Contractor's expense.
6. The completed seal is to be treated with an approved material to eliminate surface tackiness and excess dust- any excess material is to be removed.

G. CLEAN UP

All refuse including pavement particles, wrapping, containers and any other debris resulting from this operation shall be gathered and removed from the work site daily. No dumping will be allowed on the street right-of-way. Tank flushing residues will only be dumped in pre-approved locations.

All streets must be swept with a mechanical street sweeper in the same day as the crack sealing is done. The Contractor will be responsible for all costs associated with clean up and sweeping.

H. PROGRESS REPORT

The Contractor will advise the Roads and Fleet Supervisor on work progress daily. In addition, on completion of work on each street, the Contractor will give the Roads & Fleet Supervisor a written account of the amount of sealant used and total metres sealed.

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I. **INSPECTION**

The City will assign an Inspector to review workmanship, material preparation and handling, equipment, crack preparation, spot checks to verify quantities and weather conditions. Should any problems or deficiencies be noted the Contractor shall take appropriate corrective action to the satisfaction of the Inspector prior to acceptance of the completed seals.

J. **TRAFFIC CONTROL**

The Contractor is responsible for all costs for supplying traffic control people and appropriate signage in accordance with the Standards for Traffic Control in Construction Zones. Traffic control is required at all times the contractor is present and working on site.

K. **PRIME CONTRACTOR**

The Contractor agrees that they are designated the Prime Contractor for the purposes of the WorkSafe BC Regulations for the Province of British Columbia. The Contractor shall have a safety program acceptable to WorkSafe BC (WSBC) and shall ensure that all WSBC safety rules and regulations are observed during the performance of the work, not only by the Contractor but also by all the sub-contractors engaged in the performance of the work. The Contractor shall be the Prime Contractor for coordination of safety and health that meets the requirements of the WorkSafe BC Occupational Health and Safety Regulation and the Workers Compensation Act.

L. **FAILURE TO PERFORM**

Good workmanship must be apparent. When work is found incomplete or unsatisfactory, the Contractor will be informed and will be expected to rectify the condition immediately. Failure to rectify the condition will entail the City employing others and the cost incurred being deducted from monies due to the Contractor. Repeated infractions of unsatisfactory performance will not be tolerated and will result in cancellation of the Contract and retention of any holdback monies due by the City.

M. **PAYMENT**

Payment for crack sealing will be made according to the per linear meter price proposed by the Contractor - verified by a measuring wheel.

(a) **Rout, Clean and Seal**

The Contract price for the above item shall be compensation in full for the supply of all labour, equipment and material required to clean and seal pavement cracks as specified.

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N. SELECTION REQUIREMENTS CRITERIA AND PROCEDURE

Evaluation Process:

An evaluation committee made up of City staff will be reviewing proposal submissions. The City reserves the right to accept any or none of the proposals submitted and will evaluate proposals based on the best value and not necessarily the lowest cost.

Notwithstanding any custom or trade practise to the contrary, the City reserves the full right to, in its sole discretion and according to its own judgment of its best interest to:

- (a) reject all proposals,
- (b) waive any technical or formal defect in a proposal; accept that proposal, and
- (c) award the contract to other than the low Proponent.

The City reserves the right to conduct pre-selection meetings with Proponents. Proponents may be requested, as part of the evaluation process, to provide a presentation, which may include a run through of their proposal submission.

The City reserves the right to conduct pre-selection meetings to correct, change or adapt the selected proposal to the wishes of the evaluation committee.

The lowest or any proposal will not necessarily be accepted. The City of Parksville shall not be obligated in any manner to any proponent whatsoever until a written agreement has been duly executed relating to an approved proposal.

Evaluation Criteria:

The City reserves the right to accept any or none of the proposals submitted and will evaluate proposal submissions based on “best value” using the following criteria:

WEIGHING

SAFETY	20
▫ Work Safe Program and Record	
PERSONNEL	20
▫ Project Manager	
▫ Experience with Similar Type Projects	
▫ Local knowledge	
ENVIRONMENTAL	20
▫ Reduction or Elimination of Hazardous Substances	
▫ Recycling Standards	
▫ Environmental Stewardship	
TENDER PRICE	40
	<hr/>
	TOTAL 100

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SCHEDULE OF APPROXIMATE QUANTITIES AND PRICES

RFP RESPONSE FORM

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PAVEMENT CRACK SEALING 2024

SCHEDULE A: APPROXIMATE QUANTITIES & PRICES - RFP RESPONSE FORM

<u>DESCRIPTION</u>	<u>EST.QTY</u>	<u>UNITS L.M.</u>	<u>UNIT PRICE</u>	<u>AMOUNT (\$)</u>
<u>Lineal Metres Approx.</u>				
Clean & seal cracks up to 25 mm in width.		33,000 L.M.	_____	_____
		Sub Total:		_____
		5% GST:		_____
		TOTAL:		_____

NOTE: The quantities are approximate only. These quantities are to be used for comparison only and may not represent the actual quantities required to be incorporated in the 2024 work. Payment will be made for actual measured quantities of work performed. The actual work may increase or decrease considerably dependent on conditions and no adjustment will be made in the tendered unit prices due to these changes in quantities.

Name of Firm: _____

Mailing Address: _____

Telephone: _____

Email Contact: _____

Signature of Signing Officer: _____

Printed Name of Signing Officer: _____

Title of Signing Officer: _____

Date: _____

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SCHEDULE B - EQUIPMENT LIST
(To be included with proposal submission)

Item	Year, Model, Size, Capacity, etc.	Inspection Location	Owner

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