

TOWN OF McIVERS

439 Main Street
McIvers, NL A2H 6B9
Tel: (709) 688-2603 Fax: (709) 688-2680
mciverscouncil@eastlink.ca

TENDER

Snow Clearing Services
January 1st, 2021 12:01AM –December 31st, 2022 @11:59pm

The Town of McIvers invites tenders for snow clearing services for the 2 (two) year period from January 1st 2021 – December 31st 2022 @11:59pm. Maintenance to include snow clearing, supply, delivery and spreading of ice control materials on all by roads and parking lots of Municipal Buildings totalling 4 km.

Sealed Tenders clearly marked “**Snow Clearing Tender**” and addressed as shown above must be received at the Town Office before 4:00p.m.,
Friday, October 16th, 2020

The Town of McIvers is not bound to accept the lowest or any tender.

Tender documents may be obtained from the town office 439 Main Street, at 387 Main Street, McIvers or by emailing mciverscouncil@eastlink.ca

SNOW CLEARING CONTRACT

2021-2022

INSTRUCTIONS TO BIDDERS

Before submitting a tender, bidders are required to visit the sites and fully inform themselves of the existing conditions and limitations. Subsequent claims resulting from the failure to properly examine the sites will not be considered. Therefore, bidders are cautioned to examine the documents and the sites thoroughly to determine the nature and extent of the work. During the tendering period any inquiries as to the scope of the work, the interpretation of the clauses in this specification, the intent of the contract or the areas to be cleared are to be directed to the town representative. Failure to contact the above personnel will be taken as evidence that the bidder clearly understands the contract requirements.

COMPLETION OF THE TENDER-CONTRACT FORM

To complete the tender prices section of the Tender-contract form, bidders are to quote the lump sum price they will charge the Town of McIvers to perform all of the work required by the tender documents for the entire life of the contract. This amount tendered is to include all provincial and federal sales taxes, transportation, travelling costs, all overhead and profits, fringe benefits, all co-ordination fees, insurance premiums, OH&S certificates and fees, Sand and Salt Material, and all other relevant charges.

The tender-contract forms shall be complete with each and every required item filled in. The total amount of the tender price shall be given in words and in numerals. All writing shall be in ink or typewritten, except the signature of the bidder which shall be written in ink.

The tender shall be properly signed, and the complete address of the bidder shall be given on the tender form.

If the bidder is a co-partnership, each member shall sign the tender form; if a corporation, it shall execute the tender by its duly authorized officers in accordance with its articles of incorporation.

TENDER SUBMISSION

The bidder shall submit one copy of the tender on the attached tender form. Envelopes clearly marked ***Snow Clearing Tender*** must be sealed when submitted on or before, October 16th, 2020 . Tenders must be received before 4:00 p.m.

Oral or telephone proposals or modifications to tender proposals will not be accepted. Telegraphic modifications will be accepted if received prior to the closing of the tender. The submission of a tender shall indicate the acceptance by the bidder of all instructions and conditions contained in the documents and the tender shall be a firm offer by the bidder.

Any bidder who is in doubt as to the true meaning or intent of any item in the contract documents or who discovers any discrepancies, errors or omissions in the contract documents shall notify the town and shall request clarification or correction thereof. No responsibility will be accepted by the town for unsupported oral communications or instructions.

The bidder by signature to this document duly certifies and declares that this tender is made without any connection, knowledge, comparison of figures or arrangements with other person or persons submitting a tender for the work for which the tender is being called and is in all respects fair and without collusion or fraud.

UNACCEPTABLE TENDERS

The following will be considered as unacceptable tenders and subject to rejection:

1. Tenders not submitted on the proper tender-contract form.
2. Tenders received after proper tender closing time on the tender closing date.
3. Incomplete tenders.
4. Tenders containing qualifications or conditions added by the bidder.

TENDER ACCEPTANCE

On the written acceptance by the Town of McIvers of a tender, that tender becomes the contract and the bidder who has submitted it becomes the contractor. The contractor will be required to confirm receipt of notification of acceptance of this tender in letter form within seven days of the receipt of the written letter of acceptance. Failure to enter a contract could possibly result in the forfeiture of any tender security and disqualification on future projects.

EQUIPMENT REQUIREMENTS

Equipment complying with the requirements listed in the tender contract document is the minimum standard or type of equipment acceptable for the contract. All of the listed equipment shall be examined exclusively for the contract at all times during the life of

the contract unless specifically noted otherwise.

EQUIPMENT REQUIREMENTS

1. The contractor ensures that the proper equipment- 1 rubber tired- 4 wheel drive loader equipped with 10' snowblades and buckets, 1- ¾ ton 4x4 pickup with blade and sander or 1 F-700 single axle dump truck or equivalent with blade and sander (or greater) will be used.
2. All equipment used in this contract must be kept in a good state of repair and be capable of doing the work required.
3. Equipment used in this contract must be readily available at all times.
4. Equipment that becomes inoperable during snow clearing must be replaced immediately to carry out the work required.
5. All equipment must be equipped with roll-over protection structure (R.O.P.S) as per regulations of the health and safety division of the Dept. of Labour or the contractor must be in possession of a valid exemption certificate for the equipment. All modifications to any factory installed equipment must be authorized by the manufacturer and must not reduce the snow clearing capabilities of the equipment for this contract.
6. The owner reserves the right to request the contractor to provide at any time during the contract at no cost to the owner a certificate from a component service centre of the heavy equipment verifying the state of repair and the operating condition of any or all of the equipment used in the contract. Any equipment used in the contract found to be unacceptable shall be replaced immediately.
7. All equipment shall be equipped with cutting edges for ice control.

PROTECTION

The contractor shall, upon awarding of the contract and prior to the commencement of any snow clearing operation, erect suitable markers to identify the location of concrete curbs, lawns, fire hydrants, fencing, guard rail, etc. All markers are to be painted with easily identifiable paint. All markers and locations are to be approved by the owner.

The contractor shall ensure that the owner's property including such things as curbs, lawns, fencing, signs, etc, are not damaged while work is being carried out under this contract. Any damage to property is to be made good at a time satisfactory to the owner and at no cost to the owner.

SCHEDULE OF WORK

A schedule of streets - parking lots and general areas to be cleared shall be included in this tender package and shall form part of the contract.

There may be incidents during the course of this contract when the contractor will be requested to supply services that are not included in the tender-contract form. The value of any changes shall be determined in one of three ways;

1. By estimate and acceptance in lump sum;
2. By unit prices agreed upon; or
3. By cost and percentage, or by cost and a fixed sum.

ADDENDA

During the tendering period any required additions to, deletions from or alterations to the requirements of the tender documents will be issued in the form of an addenda. All such changes will become an integral part of the tender. Tenderers are responsible for ensuring that all issued addenda received during the tendering period including addenda bound into the contract documents have been received.

Tenderers must insert the numbers of all addenda to the contract documents in the space provided on the tender form. If no addenda has been received the word "none" should be inserted.

TENDER EVALUATION

Tenders will be evaluated and awarded based on the following:

1. The tendered price for the duration of the contract.
2. Compliance with all of the requirements of the tender documents.
3. Provide a Certificate of Clearance from Workplace Health, Safety and Compensation Commission. (WHSCC)
4. Valid SSSP for the collection of ice control material from the Department of Transportation and Works facilities (if applicable).

INSURANCE REQUIREMENTS

1. The contractor shall provide a current Certificate of Insurance of \$1,000,000 each for both auto and general liability. The Town of Mclvers is to be named on the insurance certificate.
2. Without restricting the generality of the foregoing, the contractor shall maintain insurance acceptable to the owner during the period of the contract or any extensions to the following limits:
 - A. Comprehensive general liability in the minimum amount of one million dollars (\$1,000,000).
 - B. Standard automobile policy liability in the minimum amount of one million dollars (\$1,000,000).
 - C. The contractor shall provide suitable documentation certifying that he is registered and in good standing with the Worker's Compensation Commission.
 - D. Prior to the commencement of the work the contractor shall file with the owner a copy of the worker's compensation certificate and each insurance policy giving the following details of the comprehensive or general liability policy and;
 - i. insurance company's name and policy number.
 - ii. operations covered, particularly specifying the subject contract.
 - iii. the specified minimum limit for all claims for bodily Injury or property damage arising from one accident.
 - iv. the policy to include contractor's protective contractual liability, completed operations and non-owned automobile liability.
 - v. the owner added as an additional named insured and the Cross Liability Clause included.
 - vi. the policies cannot be lapsed, cancelled or in any way endorsed so as to affect the coverage provided for the contract without giving 30 days notice in writing to the owner.

The contractor is also required to provide similar evidence of the standard automobile liability policy.

OWNERS RIGHT TO DO WORK

If the contractor should neglect to prosecute the work properly or fail to perform any provision of this contract, the owner after written notification to the contractor, may without prejudice to any other right or remedy, deduct the cost thereof from the payment then or thereafter due the contractor. The owner reserves the right to use his/her own

forces for any work.

TOWN OF McIVERS RIGHT TO TERMINATE CONTRACT

Where the contractor has failed or delayed diligently executing the work to the satisfaction of the town, and the town has given written notice thereof to the contractor, the owner may terminate this contract. In the event of such termination, the town will pay the contractor an amount equal to the total contract price less an amount that represents the cost in the opinion of the owner to complete the remainder of the work.

EMERGENCIES

The owner has authority in any emergency to stop the progress or make changes to the work whenever in the opinion of the owner such stoppage or changes may be necessary to ensure safety of life, or of the structure, or neighboring properties.

LABOUR

The contractor shall meet the requirements of the labour laws of the province of Newfoundland and Labrador in carrying out this work and all other labour laws applicable to the area in which the work is being done.

Each person employed on the work shall be qualified and competent for that specific trade or duty in which he is employed. The contractor shall maintain and keep available for inspection by the owner a record of the names and addresses of all individuals who will be performing the work.

The contractor must inform his employees that a security clearance may be required. If required, the contractor will submit to the owner the list of employees who will have the security check undertaken.

PROTECTION OF WORK AND PROPERTY

The contractor will be solely responsible to ensure that the owner's property is not damaged, destroyed or stolen during the progress of work. Any damage or injury resulting from the actions of the contractor or his/her employees will be made good with new materials as required to match existing work in kind, quality and workmanship at the expense of the contractor.

The contractor shall be responsible for the safety of the work as it applies to protection of the public and property and all applicable codes and requirements shall be followed and enforced.

ACCIDENTS AND CLAIMS

The contractor shall promptly report to the town all accidents whatsoever out of or in connection with the performance of the work whether on or adjacent to the site which caused death, personal injury, or property damages. Where death or serious damages are caused, the accident shall be reported immediately to the town.

If any claim is made against the contractor or subcontractor on account of any accident the contractor shall promptly report the facts in writing to the owner giving full details of the claim.

ASSIGNMENT

The contractor shall not assign the contract or any part thereof or any benefit or interest therein or thereunder without the written consent of the town.

CHANGES IN WORK

The town, without invalidating the contract, may make changes to the work. Extra work shall not be started until the owner=s written approval has been obtained. No additional payments will be made for unauthorized work.

APPLICATION FOR PAYMENT

Payment for the work shall be as indicated on the tender-contract form and-or described herein.

Application for payment shall be made monthly as follows:

In a lump-sum price contract, twenty-four (24) equal payments will be made to the contractor at the end of each month between the months of January 2021 and December 2022 inclusive. Should the start date of the contract be delayed for any reason to the point where the work is affected then the value of the contract will be reduced accordingly.

Notwithstanding this clause or any other provision of this contract the owner may, in the event of a claim by the owner against the contractor for damages arising out of the performance of the contract, withhold payment of any amount equal to the alleged damages until the liability for damages is established and no amount of interest will be paid on amounts held under this claim.

SNOW CLEARING

1. Snow clearing must commence whenever there is an accumulation of 38.1 mm (1.5") or more of snow or when wind conditions cause drifting to such a degree that it will impede the smooth flow of traffic. The contractor must visit the site when conditions are doubtful to make sure there will be no impediment to the flow of traffic.
2. When overnight snowfalls or drifting occurs to such a degree to warrant snow clearing then all areas are to be cleared not later than 6:30 a.m. This will be strictly enforced unless a snow storm is in progress. Fire lanes must be kept open at all times.
3. The contractor must plow snow to the extremities of the roadways and beyond where approved by the town.
4. After heavy snowfalls, the roads shall be widened, and intersections cleared out to allow for good visibility. Especially at the intersections of Rickett's Road and Parks Road.
5. Snow shall be cleared in such a manner to avoid leaving a buildup of any snow or ice. Any such buildup of snow or ice left on cleared areas is to be removed at no cost to the town.

ICE CONTROL FOR THE PREVENTION OF SLIPPERY CONDITIONS

1. The contractor will ensure that sand and salt is applied in sufficient quantities and with sufficient frequency to prevent slippery conditions at all times. Should the contractor fail to comply with these requirements he/she may be held liable for any accidents that occur.
2. The contractor will ensure that any buildup of ice is avoided at all times. Should a buildup of ice occur the contractor is to remove the ice at no cost to the town.
3. Sand used to prevent slippery conditions and for ice control is to be free from all foreign material such as sticks, roots, mud etc. and shall be capable of passing through a number 4 sieve.
4. The contractor shall keep filled with ice control materials, barrels supplied by the town, on roads specified by the town. The resident on these roads will have access to the ice control material if and when it becomes necessary- while waiting for the sand truck to get to their road

PAYMENT FOR UNCORRECTED OR INCOMPLETE WORK

Should the owner direct the contractor not to correct work that has not been performed in accordance with the contract document, an equitable deduction from the contract amount by the owner shall be made to compensate the owner of the uncorrected or incomplete work.

EXTENSION OF CONTRACT

At the end of the period of this agreement the contract may be extended on a month to month basis by mutual agreement. Any price adjustments shall be agreed upon and approved in advance by the town.

<i>LIST OF AREAS TO BE CLEARED OF SNOW</i>
Mclvers
Lovells Road Ricketts Road Park Road Park Road Extension Farm Road (to Ken Noels) Wharf Road Beach Road Lower Cove Road Lower Cove Road Extension Bus Turnaround on Lower Cove Road Parking Lots: Community Hall Town Office & Fire Hall Gave Yard Access (Lower Cove Road)

The Town of Mclvers shall appoint one (1) member to communicate with the contractor regarding snow clearing operations.

In the event that the town become responsible for the maintenance of newly acquired byroads, the town shall agree to pay the contractor the applicable cost of maintenance.

LUMP SUM SNOW CLEARING CONTRACT

January 1st,2021 @12:01AM – December 31, 2022 @ 11:59pm

TENDER FORM

TENDER FOR:

TO: TOWN OF McIVERS
439 Main Street
McIvers, NL A2h 6B9

HAVING CAREFULLY EXAMINED THE SITE OF THE PROPOSED WORK AND ALL CONDITIONS AFFECTING SUCH, AS WELL AS THE TENDERING CONTRACT DOCUMENTS, ALL ADDENDA AND THE INSTRUCTIONS TO BIDDERS FOR THIS PROJECT, WE, THE UNDERSIGNED, HEREBY OFFER TO FURNISH ALL NECESSARY LABOUR, MATERIALS, SUPERINTENDENCE, PLANT, TOOLS AND EQUIPMENT AND EVERYTHING ELSE REQUIRED TO PERFORM EXPEDITIOUSLY AND COMPLETE IN A SATISFACTORY MANNER THE WORK FOR THE SUM OF

_____ (words)
(\$ _____) IN LAWFUL MONEY OF CANADA
WHICH INCLUDES ALL PRIME COSTS, ALLOWANCES AND GOVERNMENT TAXES
IN FORCE AT THIS DATE.

WE CONFIRM THAT THE SUMS HEREIN TENDERED INCLUDE ALL SALES TAXES, ROYALTIES, TRANSPORTATION, TRAVELLING COSTS, ALL OVERHEAD AND PROFIT, ALL CO-ORDINATION FEES, MATERIALS, CERTIFICATIONS, INSURANCE PREMIUMS AND ALL OTHER CHARGES.

WE UNDERSTAND AND AGREE THAT THE OWNER MAY ORDER CHANGES TO THE WORK IN THE FORM OF ADDITIONS OR DELETIONS IN ACCORDANCE WITH THE TENDER-CONTRACT DOCUMENTS.

IN ORDER FOR A TENDER TO BE VALID IT MUST BE SIGNED BY DULY AUTHORIZED OFFICIALS AS INDICATED IN THE INSTRUCTIONS TO BIDDERS.

SIGNATURE OF TENDERER

FIRM NAME:

ADDRESS:

SIGNING OFFICER:

SIGNING OFFICER:

WITNESSED BY:

CORPORATE SEAL

