



**Municipality of the District of St. Mary's**  
**8296 Hwy #7, Sherbrooke, NS B0J 3C0**  
**(p) 902 522 2049 (f) 902 522 2309**

## **TENDER**

### **Transfer Station – Burying C&D Material**

The Municipality of the District of St. Mary's is accepting tenders for the burying of the Construction & Demolition material at the Gegogan Transfer Station.

Sealed bids can be submitted in person at the Municipal Office at 8296 Highway #7 , by mail to PO Box 296, Sherbrooke, B0J 3C0 and marked on the envelope **Tender: Transfer Station - C&D Material** or by email to [marvin.macdonald@saint-marys.ca](mailto:marvin.macdonald@saint-marys.ca)

Tender closing date is **4:00pm, Friday, October 9<sup>th</sup>, 2020**. For a full tender package, including the tender bid form, please contact the Municipality at 902-522- 2049 or check our website at: <https://www.saint-marys.ca/tenders-and-proposals.html>

The Municipality reserves the right to accept or reject any tender based on the best interest of the Municipality.

### **SCOPE OF WORK/ SPECIFICATIONS:**

The work will include the provision of all labor and equipment required to dig trenches directly behind the existing C&D piles, pushing the C&D material into the trenches and compacting the material by running excavator or dozer over the material and backfilling the trenches. A minimum of 3' of cover material taken from the excavated trenches is to be applied to the compacted C&D material.

There are four individual piles consisting of:

1. C&D Material
2. Asphalt shingles
3. Brush
4. Creosote Timbers

Bidders are advised to visit the transfer station to determine the quantities and level of effort required to complete the work.

Site grading is required following the completion of the work to allow vehicle travel over the buried material.

Work to be subject to inspections by the Transfer Station Operator and the Superintendent of Public Works.

### **TERMS AND CONDITIONS:**

#### **1. INQUIRIES:**

All questions related to this tender are to be directed to:

Municipality of St. Mary's – Marvin MacDonald, CAO  
8296 Hwy 7 Main Street, PO Box 296, Sherbrooke, NS, B0J 3C0  
(p) 902-522-2432, (f) 902-522-2309 – marvin.macdonald@saint-marys.ca

#### **2. BID**

Please BID your **net** price on the "Form of Tender".

#### **3. PAYMENT**

Payment shall be based on Net 30 Days from date of invoice upon completion of the work.

#### **4. TAXES**

The BID price shall be HST extra.

#### **5. WORKSAFE NS**

The successful bidder must provide proof of current coverage from the Nova Scotia Workers' Compensation Board or equivalent insurance prior to a contract/purchase order being issued.

The contractor shall provide to the municipality their Worksafe registration number and a letter of Clearance from the Worksafe office prior to commencement of work. The contractor shall ensure compliance on his part with the Workers Compensation Act and any regulations there under.

#### **6. DUE DILIGENCE:**

If health and safety offence has been committed, the onus falls on the contractor to prove that due diligence has been exercised (i.e. did everything it reasonably could –to avoid the offence)

If the contractor is found to be working in an unsafe manner, or outside of current legislation, he will be made to stop work immediately.

Any losses which may arise as a result of this work stoppage are the responsibility of the contractor. Failure to comply with current legislation on the part of the contractor, may lead to cancellation of contract.

#### **7. INSURANCE**

The successful bidder shall provide evidence of commercial liability insurance of a minimum coverage of \$2,000,000.

#### **8. EXPLANATION TO BIDDERS**

No verbal agreement or conversation with any officer, agent or employee of the owner either before or after execution of the contract shall affect or modify any of the terms or obligations contained in any of the documents comprising the said contract.

#### **9. TIME LIMITS**

Bids received after the time and date as shown on the Tender shall not be considered, and will be returned unopened to the bidder.

#### **10. ACCEPTANCES, REVOCATION AND REJECTION OF TENDERS**

The Municipality of St. Mary's does not bind itself to accepting the lowest or any tender received, but reserves the right to award the tender to its best advantage.

## **12. REQUIREMENTS FOR FINAL INSPECTION**

All work must be completed prior to final inspection. No exceptions will be made and final payment will be delayed until all work is complete.

## **13. INDEMNIFICATION**

The contractor agrees to indemnify and save harmless the Municipality of St. Mary's from and against all claims, actions, losses, expense, costs or damages of every nature and kind whatsoever which may occur through the performance of this contract.



## FORM OF TENDER

### Re: Transfer Station – Burying C&D Material

The undersigned bidder has carefully examined the specifications and scope of work, and also visited the premises to become familiar with the conditions, character and extent of work.

The undersigned bidder has determined the quality and quantity of labour and equipment required, and has the capability to comply with the terms and conditions herein described.

The undersigned bidder hereby agrees that in the event of acceptance of the tender, work shall be completed by **November 27<sup>th</sup>, 2020**.

The undersigned bidder further agrees to provide all necessary equipment, tools, and labour which are necessary to complete the work in accordance with the contract and agrees to accept, therefore, in payment in full, in accordance with the specifications, and terms and conditions, the sum of:

\$ \_\_\_\_\_ (all taxes extra)

<b>Start Date of Project:</b>	<b>End Date of Project:</b>
<b>Company/Contact Information:</b>	<b>Name (Print):</b> <b>Signature:</b>
<b>HST/Business #:</b>	<b>Date:</b>
	<b>Commercial Liability Insurance:</b>