

The Municipality of the District of St. Mary's

8296 HWY 7

PO Box 296

Sherbrooke, NS

B0J 3C0

Phone: (902) 522-2049

Fax: (902) 522-2309



TENDER

Municipal Snow Removal & Ice Control Services

December 1st, 2023- March 31st, 2024

*Tenders must be received no later than **1:00pm September 1st, 2023***



Contents

1. SCOPE OF SERVICES/ SPECIFICATIONS.....	3
2. SNOW & ICE MANAGEMENT SERVICES.....	3
Removal of Snowfall.....	3
Icy Conditions.....	4
Time frame.....	4
Safety.....	4
Property Damage:.....	4
3. STANDARD PROVISIONS FOR CONTRACT.....	5
Reporting of Contractor.....	5
Personnel.....	5
Indemnification Agreement.....	5
Insurance Requirements.....	5
Workers' Compensation Board NS.....	6
Interest of Contractor.....	6
Contingent Fees.....	6
Assigns & Successors.....	6
Termination & Extent of Contract.....	6
4. TERMS AND CONDITIONS.....	7
Inquiries.....	7
BID submissions.....	7
BID Directions.....	7
Payment.....	8
Due Diligence:.....	8
Explanation to Bidders.....	8
Acceptances, Revocation and Rejection of Tenders.....	8



1. SCOPE OF SERVICES/ SPECIFICATIONS

This Tender is for snow and ice removal services on Municipal owned properties from December 1st, 2023, until March 31st, 2024. The contractor will be required to perform the sidewalk snow and ice removal services as set forth in this section. It will be up to the individual contractor's discretion to perform the services as weather conditions warrant and transportation conditions permit. The work will include the provision of all labor and equipment and supplies required to clear snow and ice from the following municipal properties. Contractors must survey all below locations before bidding to familiarize themselves with the service required.

Municipal Administration Building	8296 Highway #7, Sherbrooke
Recplex (rink)	128 Old Road Hill, Sherbrooke
Water Treatment Plant & Service Garage	8226 HWY #7, Sherbrooke
Lake Road to Pumphouse (295 feet)	Between 8218 & 8202 HWY #7, Sherbrooke
Sherbrooke Library	11 Main Street, Sherbrooke
Sherbrooke Sewage Treatment Plant	44 Main Street, Sherbrooke
Transfer Station (<i>as requested</i>)	150 Gegogan Road, Gegogan
Public Parking Lot	Next to 16 Main Street, Sherbrooke
Main Street Sidewalks	The distance from Clover Farm (civic #3 Main Street) to the end of Main Street (civic #35 Main Street) approximately 165 meters =541ft. An additional section 5 ft wide x 183 ft in the parking lot beside 16 Main Street, Sherbrooke.

2. SNOW & ICE MANAGEMENT SERVICES

REMOVAL OF SNOWFALL

Contractors will remove all snowfall accumulation as soon as the level of snow reaches 5 cm or when ice is creating slippery conditions. Contractors will use whatever method it determines, in its sole and absolute discretion, to be the most appropriate method to clear any snow accumulation. Contractors will be responsible to remove snow from approaches after Provincial plows have made snow removal passes during snow events.



The work is to be completed in an orderly and neat manner and snow is not to be piled:

- a. around light poles; or
- b. around landscaped areas; or
- c. municipal fire hydrants; or
- d. piled in such a way that it blocks any trail or park entrances, or entry/exit access points for buildings and equipment.

The Recplex location will involve plowing and **sanding** the parking lot as well as plowing a path from the buildings opposite side exit for fire escape purposes. **No salting is permitted at this site.**

ICY CONDITIONS

Contractors shall treat icy conditions using appropriate and industry standard chemical applications as necessary. i.e. Salting and sanding.

TIME FRAME

Contractors will be required to complete snow removal of assigned properties by the Municipal Priority List (**Appendix B**) which lists the priority of locations to be cleared and the contractor will follow that list unless specifically requested by the Municipality to alter the order of priority for some reason.

SAFETY

All snow and ice management services will be conducted in a safe manner, with care given to the safety of the general public. This includes having all equipment fitted with the proper lighting devices so as to be visible while operating.

PROPERTY DAMAGE:

The Contractor or the Municipality will be responsible for notifying either party in writing of any property damage that occurs as a result of the snow and ice removal process. Notification will be within 48 hours of either party becoming aware of such property damage. The contractor will be solely and wholly financially liable for any damaged property, as a result of negligence on the part of the Contractor. The contractor will repair, to the satisfaction of the Municipality, any damaged property in a timely manner in the spring season after the terms of this contract (sod, curb etc).



3. STANDARD PROVISIONS FOR CONTRACT

REPORTING OF CONTRACTOR

The Contractor will work closely with the Municipality and will cooperate and confer with the Municipality as necessary to insure satisfactory work progress. Any reports, estimates, memoranda and documents submitted by the contractor must be dated and bear the Contractor's name. All reports made in connection with these services are subject to review and final approval by the Municipality. The Municipality reserves the right to inspect the contractor's activities during the term of this contract.

PERSONNEL

The Contractor will provide the required services personally and will not subcontract or assign services without the Municipality's written approval. The Contractor will not hire any Municipal employee for any of the required services without the Municipality's written approval.

INDEMNIFICATION AGREEMENT

If a 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. The contractor will protect, defend and indemnify the Municipality, its officers, agents, servants, volunteers and employees for any and all liabilities, claims, liens, fines, demands and costs including legal fees, of whatsoever kind and nature which may result in injury or death to any persons, including the contractor's own employees, and for loss or damage to any property, including property owned or in the care, custody or control of the Municipality in connection with or in any way incident to or arising out of the occupancy, use, service, operations, performance or non-performance of work in connection with this contract resulting in whole or in part from negligent acts or omissions of Contractor, any sub-contractor, or any employee, agent or representative of the Contractor.

INSURANCE REQUIREMENTS

The successful bidder shall provide evidence of commercial/general liability insurance of a minimum coverage of \$2,000,000 plus all other vehicle insurance for legal operation in Nova Scotia, with the Municipality named as an "additional insured" on the certificate with respect to the Commercial General Liability coverage. All insurance shall be maintained at the expense of the contractor.



WORKERS' COMPENSATION BOARD NS

The successful bidder must provide proof of current coverage from the Nova Scotia Workers' Compensation Board (WCB) or equivalent insurance prior to a contract/purchase order being issued. The contractor shall provide to the municipality their WCB registration number and a letter of Clearance from the WCB office prior to commencement of work. The contractor shall ensure compliance on his part with the Workers Compensation Act and any regulations there under.

INTEREST OF CONTRACTOR

The contractor promises that it has no interest which would conflict with the performance of services required by the contract. The contractor also promises that, in the performance of this contract, no officer, agency, employee of the Municipality, or member of its governing bodies, may participate in any decision relating to this contract which effects his/her personal interest or interest of any corporation, partnership or association in which he/she is directly or indirectly interested, or has any personal or pecuniary interest.

CONTINGENT FEES

The contractor promises that it has not employed or retained any company or person, other than a bona fide employee working solely for the contractor, to solicit or secure this contract, and that it has not paid or agreed to pay any company or person, other than bona fide employees working solely for the Contractor, any fee commission, percentage, brokerage fee, gifts or any other consideration contingent upon or resulting from the award or making of this contract. For breach of this promise, the Municipality may cancel this contract without liability or, at its discretion, deduct the full amount of the fee, commission, percentage, brokerage fee, gift or contingent fee from the compensation due the contractor.

ASSIGNS & SUCCESSORS

This contract is binding on the Municipality and the contractor, their successors and assigns. Neither the Municipality nor the contractor will assign or transfer its interest in this contract without the written consent of the other.

TERMINATION & EXTENT OF CONTRACT

For termination without cause, either party may terminate the contract by giving thirty (30) days written notice to the other party. This contract represents the entire agreement between the parties and supersedes all prior representations, negotiations or agreements whether written or oral.



4. TERMS AND CONDITIONS

INQUIRIES

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

Marian Fraser

Interim Chief Administrative Officer

Municipality of the District of St. Mary's

902-522-2339

marian.fraser@saint-marys.ca

BID SUBMISSIONS

Please submit your unit price for plowing and ice control (salting or sanding) for each location on **Appendix A- Form of Tender** with prices not including taxes. Bids received after the time and date as shown on the Tender shall not be considered and will be returned unopened to the bidder. Bids can be submitted by email or dropped off or mailed to:

Municipality of the District of St. Mary's

c/o Marian Fraser, Interim Chief Administrative Officer

8296 HWY 7, P.O. Box 296

Sherbrooke, NS, B0J 3C0

BID DIRECTIONS

- a. Responses must be submitted on the forms provided for this purpose.
- b. No proposal or amendment of a proposal will be considered if received on a date or time later than that specified in the proposal.
- c. Unit rates must be filled in on the tender form.
- d. Responses will not be accepted or awarded for individual areas. The bid will be considered in its entirety.
- e. All bids must be signed by an authorized signing agent of the bidding Company.
- f. All requests for information must be formalized in writing to Marian Fraser, Interim CAO by August 31, 2023 to be considered as an addendum.
- g. A copy of Liability Insurance must be included with the response.
- h. A copy of WCB Clearance letter must be included with the response.
- i. It is highly recommended that the Contractor bid per occurrence of a snow event, however if a Contractor would like to include a retainer option in the bid, **PART 2 of Appendix A** must be completed in full detailing the minimum services included in the monthly retainer amount.



PAYMENT

Payment shall be based on Net 30 Days from date of invoice upon completion of the work. The final payment of the contract shall be withheld until any/all damages to property are repaired.

DUE DILIGENCE:

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 the contract.

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.

The awarding of the contracts under this call for proposals and the awarding of the contract with the successful proponent is subject to the review and approval of the Municipality on the wording of the contract. Any verbal or written advisement to the successful bidder shall not be binding. The final award letter from the Municipality to the successful proponent together with any attachments thereto, shall be the only documents which establish the contractual obligation of each party to the other.

It is recommended that all Bidders have the required equipment to complete snow removal and salting/sanding and the combination of snow removal and salting/sanding at the same time.

All sod damaged areas must be repaired by the Contractor in the spring of every year at no extra cost to the Municipality. The Contractor is responsible to review all routes and locations as well as all sidewalk widths.

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.



APPENDIX A- FORM OF TENDER
2023-2024 Municipal Snow Removal & Ice Control Services

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 labor 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 in a timely manner after each storm event.

The undersigned bidder further agrees to provide all necessary equipment, tools, and labor 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 amount of per plowing, salting, and sanding:

PART 1:

2023-2024 UNIT PRICES PER OCCURANCE:	Plowing	Salting	Sanding
Municipal Administration Building (Parking lot & entrance sidewalk)	\$	\$	\$
Recplex (Parking lot, main and side entrance and rear Zamboni entrance)	\$	N/A	\$
Water Treatment Plant & Service Garage	\$	\$	\$
Lake Road to Pumphouse	\$	\$	\$
Sherbrooke Library	\$	\$	\$
Sherbrooke Sewage Treatment Plant	\$	\$	\$
Transfer Station (<i>as requested</i>)	\$	\$	\$
Public Parking Lot	\$	\$	\$
Main Street Sidewalks	\$	\$	\$
TOTALS	\$	\$	\$



PART 2:

RETAINER	
Monthly Cost	\$ _____
Minimum Services Included in Monthly Retainer	# of plows/month _____ # of salting/month _____ # of sanding/month _____

LIST OF EQUIPMENT		
	Year	Description
1.		
2.		
3.		
4.		

(add additional equipment on separate sheet if required)

COMPANY INFORMATION			
Company Name		HST #	
Company Address		Contact Name	
Email		Phone No.	

_____ Date

_____ Signature



APPENDIX B- PROPERTY PRIORITY LIST
2023-2024 Municipal Snow Removal & Ice Control Services

The below list demonstrates which locations the Contractor should prioritize with the first listed as the highest priority to be serviced after a snow event. The Contractor will follow this list unless specifically requested by the Municipality to alter the order of priority for some reason.

To help determine times in which the snow removal should be completed, please see below the hours that the locations are open to the public.

1.	Essential Service	Water Treatment Plant & Service Garage
2.	Essential Service	Sherbrooke Sewage Treatment Plant
3.	Essential Service	Lake Road to Pumphouse
4.	8:30am (Mon-Fri)	Municipal Administration Building, 8296 Hwy 7
5.	9am-5pm	16 Main Street Public Parking Lot
6.	9am-5pm	Main Street Sidewalks
7.	Varies, check with admin	Sherbrooke Library
8.	Varies, check with admin	Recplex (rink)
9.	9:00am	Transfer Station (<i>as requested</i>)