



WABUSH

TOWN OF WABUSH

FORM OF TENDER TOW 2022-04

SUPPLY & INSTALLATION OF ASPHALT PATCHING,

SIDEWALK AND STREET REPAIRS

Tenderer _____

Address _____

Telephone # _____

The undersigned bidder has carefully examined the Form of Tender, Instructions to Bidders, and agrees to supply and install the materials as per the attached listing & specifications.

Quotation _____

H.S.T. 15% _____

Total Quotation _____

The above quotation shall include all freight charges, F.O.B., Town Depot, Wabush, NL.

The tenderer, if awarded the contract, agrees begin work within _____ weeks following notification of award of the contract.

Authorized Signature: _____ Date: _____

Contact Name: _____ Fax # _____

Email Address: _____

INSTRUCTIONS TO BIDDERS

1. TENDERS

- (a) Tenders shall be in a sealed envelope and clearly marked as per the following:

“TENDER FOR: **Supply & Installation of Sidewalk & Street Repairs**
Town of Wabush, Town Hall, Attn: Town Clerk/Director of Finance
P.O. Box 190, Wabush, NL A0R 1B0.

Include Bidders Name and Return Address on Envelope

- (b) Tenders shall close at **1:00 p.m. local time**, Labrador City on:

July 22nd, 2022

Tenders will be opened immediately following the closing time at the Town office on the same day. Anyone wishing to be present at the opening, may contact the Town office prior to closing of the tender to adhere to proper Covid restrictions.

- (c) Before submitting a tender, tenderers shall carefully examine the tender documents and fully inform themselves of the contract requirements and existing conditions.
- (d) The Town will not defray any expenses incurred by the tenderers in the preparation and submission of their tenders.
- (e) Quotation shall be valid for acceptance for ninety (90) days from the tender closing date.
- (f) This tender is subject to the *Access to Information and Protection of Privacy Act, 2015*.
- (g) The financial value of this tender will be publicly released as part of the award notification.
- (h) If applicable, this tender is subject to trade agreements.

2. UNACCEPTABLE TENDERS

- (a) Tenders not submitted on the Tender Form provided will not be considered.
- (b) E-mail or facsimile tenders will not be accepted.
- (c) Tenders received after the tender closing time will not be considered.
- (d) Incomplete tenders will be rejected.
- (e) Tenders containing qualifications or additional clauses to the Tender Form may be rejected.

3. SUBSTITUTIONS

- (a) Tenders shall be based upon using the materials or products as specified without substitution. Where two or more brand names are specified, the choice shall be left to the successful bidder. Where only one brand name is stated, there shall be no substitution.
- (b) Where the specifications include the **OR APPROVED EQUAL** clause, substitutions may be proposed provided that:
 - (i) The request for substitution is made in writing at least seven (7) days prior to the tender closing date.
 - (ii) The request shall clearly define and describe the products for which the substitution is requested.
 - (iii) The substitution item is equivalent to the described item regarding design, function, appearance, durability, operation, and quality.
 - (iv) Approval of the substitution by the Town shall be in the form of an Addendum to the specifications issued to all the tenderers listed as having received a copy of the contract documents.

4. ACCEPTANCE OF TENDERS

- (a) The Town will not necessarily accept the lowest or any tender.
- (b) Upon acceptance of the tender, the Tender Form becomes part of the Contract Documents, and the successful tenderer becomes the Contractor.
- (c) One payment shall be made in accordance with the contract as follows:
 - (i) Upon acceptance of all material or products, or upon substantial completion of the work.
 - (ii) Within thirty (30) days of receipt of the invoice by the Town.
- (d) The Town reserves the right to accept a non-compliant bid.

5. PERSON TO CONTACT

For further information contact Charlie Perry at the following telephone number **709-282-5696** or fax number **709-282-5142**

6. Workers Compensation & Insurance

The Contractor covenants with the Town that its employees shall be fully covered within Worker's Compensation Regulations, and the Company shall on request furnish to the Town satisfactory proof that its employees are fully covered under the Worker's Compensation Act.

Prior to performing work hereunder, the Company agrees to provide the Town with confirmation of full insurance coverage including, without restricting the generality of the foregoing, Comprehensive General Liability Insurance of at least two million dollars (\$2,000,000.) covering the equipment. The Company shall be required to add the Town Council of Wabush to this insurance policy as a named insured. The Town shall require thirty (30) days written notice of any material change in or cancellation of the insurance policy.

7. Safety

The Town of Wabush will strictly enforce safety requirements as per the Occupational Health & Safety Act. All items of safety apparel/equipment shall be the responsibility of the contractor.

8. Taxes

- (a) Business Tax – In accordance with the Municipalities Act, 1999 as amended, all businesses carrying on business in the municipality shall be charged an annual tax to be known as “the business tax”. All companies doing business in the Town of Wabush who are not subject to a property tax payable to either the Town of Wabush or the Town of Labrador City or a place of business that cannot be assessed under the Assessment Act, shall be assessed as “no fixed place of business” and billed at the rate of 3% of gross revenue with a minimum of \$2,500 and a maximum of \$5,500 per calendar year.
- (b) The Town of Wabush is subject to the Harmonized Sales Tax at the rate of 15%.
- (c) Above referenced tax shall be shown separately on all invoices presented to the Town of Wabush for payment.

The sums herein tendered include all taxes, royalties, custom duties, foreign exchange charges, transportation, traveling costs, all overhead and profit, all co-ordination fees, insurance premiums and all other charges.

Locations Specification:

- All sidewalk, curb, and asphalt work to be completed as per the latest edition of the NL Municipal Water, Sewer and Road Specifications. See attached drawings for locations and approximate dimensions.
- Include for asphalt work associated with sidewalk/curb replacement.
- All sub-base material for curb and sidewalk to meet Class 'B' Municipal Specification.
- All sub-base material for asphalt work to meet Class 'A' Municipal Specification.
- Asphalt patches shall be **2 – 40 mm lifts** for a total thickness of **80 mm**.
- All work **shall** be completed by **September 15, 2022**
- Site visits can be arranged by calling 282-5696

Safety:

a) Prior to the start of the project the Town of Wabush requires the following to be submitted to the town representative.

- Compliance Profile (History of subcontractor obtained from Service NL OH&S Division)
- Copy of Safety records
- Copy of OH&S documents e.g., programs/safe work procedures, etc.
- Copy of names and contact information of adequate supervision
- Copy of all accidents after job starts
- Copies of safety meetings once the job starts
- Copy of maintenance records of tools/ equipment
- Copy of Hazard assessment
- Copy of training certificates
- Copy of Permits/ Utility clearances where required
- Emergency Plan (Strictly for Confined Space and working at heights using fall protection) where required.
- Copy of inspections once the work starts

Comply: (Yes)____ (No)____ (If no explain) _____

b) Perform all work in accordance with the Provincial Occupational Health and Safety Regulations.

Comply: (Yes)____ (No)____ (If no explain) _____

c) Submit a Letter of Good Standing from WHSCC prior to proceeding with the work.

Comply: (Yes)____ (No)____ (If no explain) _____

d) Maintain the worksite in a neat and tidy condition. Remove all debris and dispose of in an approved location.

Comply: (Yes)____ (No)____ (If no explain) _____

Warranty:

- a) The Bid shall be construed to contain a guarantee for a minimum of one (1) year for all materials and workmanship. Any work proving defective within one year for the date of acceptance shall be redone without additional expense to the Town or for labor or materials.

Comply: (Yes)____ (No)____ (If no explain) _____

LISTING & SPECIFICATIONS

<u>Patches, Curb & Sidewalks</u>	<u>Include in costing</u>	<u>Dimensions</u>				
		<u>Curb</u>	<u>Sidewalk</u>	<u>Patch</u>	<u>Driveway</u>	<u>Driveway</u>
<u>Locations</u>	-					<u>Material</u>
2-8 Banting Intersection	Reinstate Storm Covers		12.4m	7.1x12m	5.4x3m	Concrete
15 Bowater			8.6x1.3m	12.5x7.3m		
36 Cabot		10m		14x6.3m		
26 Carson		15m		11x4.5m		
106 Grenfell			9.6m	9x4m		
HGWY - Town Entrance				30x8.3		
1st/500 Intersection		7m		25x11m		
2nd/500 Intersection		6m		15x11m		
2nd (Green Depot)	Storm Covers to be leveled			9x24m		
Baron Lane/Grenfell Intersection				4x23m		