

REQUEST FOR PRICING
for
Snow Removal & Ice Control Services
Ingonish Beach, Neils Harbour & Little Narrows Victoria County
2021/23

Date:

October 21st, 2021

The Municipality of the County of Victoria

Request for Proposals

Sidewalk Snow Removal and Ice Control Services

The Municipality of the County of Victoria is accepting sealed tenders for the purposes of obtaining snow removal and ice control services for facilities in three communities within Victoria County. **Tenders will be accepted up until 3 PM on Wednesday, November 10th, 2021.**

The work generally includes the provision of snow removal and Ice Control Services for Municipal sidewalks, fire hydrants and facilities in the communities of Ingonish Beach, Neils Harbour and Little Narrows.

Details of proposal specifications are contained within the Documents hereto attached.

The Municipality reserves the right to reject any or all proposals, not necessarily accept the lowest proposal, or accept any proposal that may be deemed by the Municipality to be in its best interests.

Instruction to Proposers

Directions

- Responses must be submitted on the forms provided for this purpose
- No proposal or amendment of a proposal will be considered if received on a date or time later than that specified in the proposal.
- Unit rates must be filled in on the tender form
- **Response to include a copy of your COVID Pandemic Safe Work Plan**
- Responses will be accepted and awarded for individual areas
- Faxed/Emailed proposals will not be accepted
- All requests for information must be formalized in writing to Robert Dauphinee P.Eng, by November 1st, 2021 to be considered as an addendum.
- **Copy of Liability Insurance must be included with response.**
- **Copy of WCB Clearance letter must be included with response**
- **Tenders will be accepted up until 3 PM on Wednesday, November 10th, 2021**

Proposals must be submitted in sealed envelope addressed to:

Robert Dauphinee, P.Eng
Director of Public Works
445 Old Margaree Rd
Baddeck, NS
B0E 1B0

Or delivered in person to;

Victoria County Administration Office
495 Chebucto Street
Baddeck, NS
B0E 1B0

The envelope shall bear the name and address of the Contractor making the submission, along with the name of the contract. Proposals shall be marked:

***Proposal: Municipality of the County of Victoria
Snow Removal and Ice Control Services***

Proposal Award

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.

All Bidders must have the required equipment to complete snow removal, salting and the combination of snow removal and salting at the same time. Failure to have the proper equipment as stated above will disqualify a Contractors bid package and or services if awarded this contract.

The Municipality highly recommends Contractors use a machine with a maximum 60" wide blade for the sidewalks to minimize sidewalk edge, sod and soil damage. 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.

INSTRUCTION TO BIDDERS

Specification and general Conditions

The municipality is requesting proposals from those firms/individuals interested in providing the goods and services related to Snow Removal and Ice Control Services of Municipal Sidewalks, Fire Hydrants, Facilities and Access Roads located in the three communities within Victoria County.

The proposal shall provide for all labour, equipment, machinery, fuel, transportation, supplies, salt, supervisory communication requirements, reporting customer service and materials necessary to supply Snow Removal and Ice Control Services. No fuel surcharges will apply for this contract.

Location of Sidewalk, Fire Hydrants and Facilities to be Maintained

AREA 1 - INGONISH BEACH

Sidewalk

Starting at civic # 37901 on the southside of the Cabot Trail continuing approximately 1.2 km to the boundary of the Cape Breton Highlands National Park entrance.

Fire Hydrants

Hydrant #	Location (Civic # close by)	Comments
Ingonish Community Hydrants		
FH# 1	Bottom of Barron Rd	Next to stop sign
FH# 2	37915	Across from Danita's Hair Salon
FH# 3	37851	Across from Fire Hall
FH# 4	37787	Across from Scotiabank
FH# 5		Near Beach Crossing intersection
FH# 6	37704	In front of Island Inn Resort
CBHNP & Keltic Hydrants		
PFH# 1		Next to park Administration Building
PFH# 2		Parking lot by old beach access road
PFH# 3		Next to CBHNP Toll Booth
PFH# 4		On Cabot Trail across from Keltic Rd
PFH# 5		East side of entrance to Keltic Rd
PFH# 6	37384 Cabot Trail	Across road from St. Peters Church
KFH# 1		Between former residences on in road
KFH# 2		In front of Atlantic Restraunt
KFH# 3		In front of former laundry building
KFH# 4		Across from Main Lodge

KFH# 5		At Entrance to Middle Head Parking
KFH# 6		At end of road behind Keltic

- Actual hydrant locations can be confirmed by contacting the Public Works Director.

Ingonish Water Treatment Plant (WTP)

The Ingonish WTP is located at Civic # 38360, Cabot Trail, Ingonish Ferry, NS.

Ingonish Re-chlorination Building

The Re-chlorination Building is located near the Stone Building at the Cape Breton National Park Entrance.

AREA 2 – NEILS HARBOUR

Fire Hydrants

Hydrant #	Location (Civic # close by)	Comments
FH# 1	Across from Warr Rd	
FH# 2	Near Entrance to Pharmasave	
FH# 3	At Intersection of Oceanview Drive	Hydrant off shoulder of road, just clear snowbank on shoulder.

- Actual hydrant locations can be confirmed by contacting the Public Works Director.

Neils Harbour Water Treatment Plant Road (WTP)

The Neils Harbour WTP is located at Civic # 39 Warr Rd, Neils Harbour, NS.

Neils Harbour Water Storage Reservoir

The Reservoir is located at 53 Birch Lane, New Haven, NS.

New Haven Recycling Facility

Enviro Depot & Recycling Facility at 690 New Haven Rd, Neils Harbour, NS

Area 3 – LITTLE NARROWS

Fire Hydrants

Hydrant #	Location (Civic # close by)	Comments
FH# 1	At start of Canes Mountain Rd	Left side 300 m from Hwy 223
FH# 2	194 Hwy 223, Little Narrows	Near Highway Garage
FH# 3	Civic# 2524 Hwy 223 Mackinnon's Harbour	At road to reservoir.

- Actual hydrant locations can be confirmed by contacting the Public Works Director.

Little Narrows Water Treatment Plant (WTP)

The Little Narrows WTP is located at Civic # 31, Hwy 223, Little Narrows, NS.

Little Narrows Water Storage Reservoir

The Reservoir is located at Civic# 2524 Hwy 223 Mackinnon's Harbour, NS

Snow Removal and Ice Control Details

Snow to be removed and sidewalks salted to ensure surfaces are safe for all children, residents and pedestrians alike. Sidewalks will be salted as necessary after every snowfall or incidents of freezing rain.

The contractor is responsible to keep a check on sidewalks, hydrants and access roads to determine when services are required. This is at no extra cost to the municipality. The Contractor shall monitor the weather twenty-four (24) hours per day, seven (7) days per week.

The contractor is responsible to shovel snow from in front of access doors at Water Treatment Plant & Re-chlorination Building.

The Contractor will be responsible, as part of this contract, to occasionally remove accumulations of snow from curb areas of the sidewalks in Ingonish Beach, Victoria County. This is necessary to reduce the occurrence of snow being plowed onto the sidewalks as a result of highway snow plowing. The contractor should inform the Director of Public Works when this need arises.

The Contractor is responsible to investigate and respond to any complaints and inquiries from the Municipality and/or residents (property owners) concerning winter snow and ice control operations.

The Municipality is not liable for, and therefore cannot respond to, any claims for damages to private property as a result of a Contractor performing snow and ice control services. The Municipality will however, respond to inquiries and complaints from the public regarding snow and ice activities. When necessary, the Municipality will provide Contractor contact information to the Private Property owner and advise them to pursue any claims for damages directly with the Contractor.

Performance Standards

The Contractor shall meet or exceed the following performance standards (including but not limited to the Performance Standards provided below) for snow and ice control on the municipal sidewalk, fire hydrants, facilities and access roads identified in these documents.

- 1) Priority One Tasks: Removal of new snow from both sidewalks, fire hydrants, facilities and access roads.
- 2) Priority Two Tasks: Salting of sidewalks, re-clearing of sidewalks, fire hydrants and access roads from plow curls or areas that are subject to being refilled with snow from street operations.
- 3) Priority Three Tasks: Removal of excess snow from curb areas.

Performance Standard for Sidewalks

Activity	Priority One Tasks - Duration	Priority Two Tasks - Duration	End Result	Comments
Clearing of ice and snow from Municipal sidewalks	Sidewalks to be passable by 7:30 am daily and hours from end of snowfall	3 hours	One passable cut through sidewalks by 7:30 am then down to full width bare surface	To achieve end result, additional and repeated scraping and salt/sand applications may be required.
Freezing Rain	-	Salting to commence within 2 hours of start of frozen rain/ice pellets	Full width bare surface	To achieve end result, additional and repeated scraping and salt/sand applications may be required.
Freeze/thaw	-	3 hours	Full width bare surface	-

PLEASE NOTE: It is acknowledged that conditions may occur which may temporarily prevent achieving the prescribed level of service such as multiple snowfalls. Under such circumstances, the Contractor shall attempt to keep the sidewalks open, passable and as safe as possible. In situations of heavy snowfall between midnight and 6:00 am, exceptions to the Performance Matrix Standards are acceptable.

Performance Standard Fire Hydrants

Activity	Priority One Tasks - Duration	Priority Two Tasks - Duration	End Result	Comments
Clearing of ice and snow from Fire Hydrants	Fire hydrants to be cleared 2 hours from end of snowfall and after main road plowing if required.	3 hours	One (1) m space on all 4 sides of Fire hydrant	To achieve end result, additional and repeated snow removal may be required.

PLEASE NOTE: It is acknowledged that conditions may occur which may temporarily prevent achieving the prescribed level of service such as multiple snowfalls. Under such circumstances, the Contractor shall attempt to keep the Fire hydrants accessible as much as possible. In situations of heavy snowfall between midnight and 6:00 am, exceptions to the Performance Matrix Standards are acceptable

Performance Standard for Facilities

Activity	Priority One Tasks - Duration	Priority Two Tasks - Duration	End Result	Comments
Clearing of snow from access roads and Facilities	To be cleared 2 hours from end of snowfall	2 hours	Access road and Facility down to full width clear surface.	To achieve end result, additional and repeated plowing may be required.

PLEASE NOTE: It is acknowledged that conditions may occur which may temporarily prevent achieving the prescribed level of service such as multiple snowfalls. Under such circumstances, the Contractor shall attempt to keep the access road accessible as much as possible. In situations of heavy snowfall between midnight and 6:00 am, exceptions to the Performance Matrix Standards are acceptable.

Performance Standards Minimum Requirements General

The Performance Standards identifies the minimum requirements the Contractor shall provide and complete:

- 1) All the Contractors' personnel engaged in winter snow and ice control activities shall be informed of their specific duties and shall be properly trained and knowledgeable of the

prescribed Performance Standards. The entire Contractor's operators shall become familiar with the sidewalks as well as crosswalks and designated walkways.

- 2) The Contractor shall report all vehicle accidents or property damage to the Director of Public Works or his/her designate.
- 3) All vehicles are to be operated in a safe manner, respecting legal speed limits and to be respectful and aware at all times of the users of the sidewalks.
- 4) Contractor shall monitor and correct for freeze/thaw hazards as conditions warrant.

Safety Requirements

- 1) The contractor shall follow their COVID Safe Work Plan when carrying out these services.
- 2) The Contractor shall comply with all regulations set out in the Occupational Health and Safety Act for the province of Nova Scotia and ensure that every employee is properly trained, equipped and considered competent to perform designated work tasks.
- 3) The Contractor shall comply with the regulations set out in the most current edition of the Provincial Traffic control Manual for all on-street and shoulder works. All signage, traffic control persons, devices, vehicles etc., required for the performance of the work for this Tender, shall be included in the lump sum prices requested in the Form of Tender.
- 4) The Contractor shall perform work in a manner that does not provide any unsafe or dangerous situations to visitors, pedestrians, motoring public, adjacent properties etc.
- 5) Materials and/or equipment are to be stored and maintained in a safe and orderly manner satisfactory to the Municipality of the County of Victoria during the progress of work. Materials and/or equipment shall be removed from the site daily or when ordered to do so to correct an unsafe condition.
- 6) No provisions in this technical specification shall relieve the Contractor of responsibility for negligence of faulty materials or workmanship within the extent and period provided by law.
- 7) The Director of Public Works or his/her designate may inspect ALL work performed by the Contractor that forms any or all part of the contract.
- 8) Any infractions of the Temporary Workplace Traffic Control Manual or the Provincial Occupational Health and Safety Regulations shall be immediately investigated, results reported to the Municipality of the County of Victoria, and if necessary, reported to the Department of Labour.
- 9) The Municipality shall have full authority to reject defective equipment, materials, safety devices, quality or workmanship and to suspend the carrying out of any work that is being improperly completed. The Contractor, however, remains fully responsible for the quality and accuracy whether regardless of whether or not an inspector is present on site.
- 10) The Municipality is not authorized to remove, alter, enlarge or relax the provisions of these Technical Specifications.
- 11) All equipment must be registered with the motor vehicle requirements set out by Provisional regulations.
- 12) The Director of Public Works or his/her designate reserves the right to hat all works during periods of inclement weather.

BILLING

Invoices are to be submitted monthly commencing at the end of the first month. Payment shall be within thirty (30) days after receipt of the proper invoices from the Contractor. Invoices should be broken down by area with a further breakdown between the sidewalk, water assets and the recycling facility and should be submitted monthly. Incorrect invoices will be returned to the Contractor and will not be paid in full until a corrected invoice has been received by the Municipality. The Municipality reserves the right to withhold twenty percent (20%) of the last monthly payment in any year of the contract as a holdback until any pertinent damage repair costs are paid by the Contractor. The total monthly payment shall be determined by dividing the lump sum charge equally over the number of months specified in the contract.

TERMINATION OF CONTRACT

If, in the opinion of the Director of Public Works that the performance of the Contractor is deemed unsatisfactory, then the Director of Public Works may cancel the contract immediately upon giving written notice of such to the Contractor,

INSURANCE

The Contractor shall keep himself/herself and his/her servants and agents, without intermission insured against Public Liability and Property Damage in an amount not less than \$2,000,000.00 inclusive, in some good insurance office, as is acceptable to the Municipality, and shall deposit a copy of the policy and receipts for renewal premium of such insurance with the Municipality. In default thereof, the Municipality may, as required effect, renew and continue such insurance and charge all payments made for or in respect thereof against any payments due to the Contractor by the Municipality or, may cancel this Contract without notice.

CONTRACTOR'S LIABILITY

The contractor agrees to indemnify and save the Municipality harmless against all losses, costs, expenses and damages which may be incurred by or by reason of any action, causes of action or other proceeding which may be periodically introduced, either by law or by the Municipality, in relation to the works performed under this contract.

RULES AND REGULATIONS

The Contractor shall comply with all laws in force in the Province of Nova Scotia, and in particular, with any regulations of the OHS Act, Health Act and the Environment Act and with any new regulations or rules which may periodically be introduced either by law or by the Municipality regarding services and activities performed under this contract.

WORKER'S COMPENSATION

The Contractor shall be a registrant in good standing with the Worker's Compensation Board. An updated and accurate clearance letter from the WCB is required prior to any payments being released by the Municipality. It is the sole responsibility of the Contractor to provide this letter to the Municipality.

PAYMENT TERMS

The prices quoted in the Proposal shall be the total price, excluding taxes, and shall include the furnishing of all management, supervision, personnel, materials, miscellaneous equipment, services and supplies necessary to provide snow removal and ice control services in accordance with the contract documents.

ASSIGNMENT OF THE CONTRACT

In the absence of written consent from the Municipality, assignment of this contract by the Contractor is neither authorized nor permitted.

NO WAIVER

No waiver by the Municipality of any term or condition of this Agreement shall be deemed or construed as a waiver of any other term or condition, nor shall a waiver of any breach be deemed to constitute a waiver of any subsequent breach. The failure of either party to insist in any one or more instances upon strict performance of any of the terms, covenants, agreements or conditions in this Agreement, shall not be considered a waiver or relinquishment of such term, covenant, agreement or condition, but the same shall continue in force and effect.

INTERPRETATION

The contract documents as a whole shall be interpreted and the intent of the whole, rather than the interpretation of any particular part, shall govern. The contract documents are complimentary and what is called for in one shall be as binding as if called for by all. ***The intention of the Contract Documents is to include all labour, materials, equipment, superintendence and transportation required from proper performance of work.*** Descriptions of materials or work in words which so applied have well known or technical trade meanings shall be held to refer to such recognized meanings.

TERMS OF CONTRACT AND AMOUNT

This contract shall be in forced for two snow removal seasons starting from the date of award until April 30th, 2022.

CONTRACT EXTENSION

This contract may be extended from 1 addition year until April 30th, 2023, upon agreement by both parties. This must be agreed to in writing.

Please provide your pricing for each area you are interested in below.

AREA # 1 – INGONISH BEACH

Description	Unit Price
PLOW PER STORM (Sidewalks)	
SAND/SALT (Sidewalks)	
PLOW PER STORM (Ingonish Community Hydrants, Water Treatment Plant & Re Chlorination Bldg.)	
SALT/SAND PER STORM (Hydrants, Water Treatment Plant & Re Chlorination Bldg.)	
*PLOW PER STORM (CBHNP& Keltic Hydrants)	
*SALT/SAND PER STORM (CBHNP& Keltic Hydrants)	

*CBHNP & Keltic fire hydrants may or may not be included in the final award.

AREA # 2 – NEILS HARBOUR

Description	Unit Price
PLOW PER STORM (Nelis Harbour Community Hydrant, Water Treatment Plant & Reservoir)	
SALT/SAND PER STORM (Hydrant, Water Treatment Plant & Re Chlorination Bldg.)	
PLOW PER STORM (New Haven Recycling Facility)	
SALT/SAND PER STORM (New Haven Recycling Facility)	

AREA # 3 - LITTLE NARROWS

Description	Unit Price
PLOW PER STORM (Little Narrows Community Hydrants, Water Treatment Plant & Reservoir)*	
SALT/SAND PER STORM (Hydrants, Water Treatment Plant & Reservoir)*	

*The Little Narrows Reservoir may or may not be included in the final award

Note (for all Areas):

- HST Excluded
- From time to time excessing snow accumulation will have to be removed from the service areas to continue proper snow removal activities. This work will be the responsibility of the municipality upon notification by the contractor and agreed to by the municipality.
- ALL Prices above shall include mobilization and demobilization costs for equipment and manpower for the area being serviced.

EXPERIENCE AND EQUIPMENT

Proposers must complete the following sections regarding previous experience in a comparable field, and the type and numbers of equipment to be used.

A) My (our) experience in the cleanup field or comparable field, is as follows:

Related Experience

Contract	Description	Dates To-From

B) My (our) equipment that will be used on this contract is as follows (indicate whether the vehicles/equipment are presently owned, leased or are proposed purchases). Indicate plow width for sidewalks. Plow widths six inches less than sidewalk widths are preferred to minimize sod damage:

Equipment List

Equipment Type/Year	Capacity	Date of Maintenance	Ownership Status

The undersigned bidder here acknowledges the right of the owner to accept any or more of the tenders and not necessary accept the lowest bidder.

The undersigned Bidder hereby acknowledges, accepts and agrees to be bound by the provisions of the Instructions to Bidders attached hereto.

In witness whereof, the Contractor herewith sets his hand and seal this ____ day of _____, 2021.

Name of Contractor: _____

Address of Contractor: _____

Authorized signing officer: _____

Title of Signing Officer _____

Signature: _____