



TOWN OF YARMOUTH
PARKING LOT – SNOW CLEARING & REMOVAL
2023/2024 SEASON

The Town of Yarmouth will be accepting sealed tenders for the purpose of awarding a contract to provide snow clearing and removal for parking facilities throughout the town. This contract will be for a one-year period starting upon award until March 31, 2024.

Instructions to Bidders

1. Scope of Work

All lots are to be cleared following any significant accumulation of snow, either at the end of a snowstorm or when snow has accumulated to a depth of more than 10 CM. If snow has accumulated during the night, all lots shall be cleared by 7:30 A.M. the following day if it is a workday or by noon if the following day is a holiday or a weekend. Snow may be pushed to the side of the lots in such a location that it does not interfere with parking. Snow shall not be pushed up on any surrounding sidewalk or across any streets.

When snow has accumulated to such an extent that it interferes with parking, the snow shall be removed from the parking lot. Such removal shall take place at a time that it does not interfere with the normal operations of parking facilities.

Parking lots shall be sanded and/or salted when ice has accumulated on the surface to such an extent that it interferes with the safe operation of vehicles.

Contractor must have supervisory personnel or radio equipped vehicles situated so that messages of urgency can reach the plowing or sanding vehicles within a half hour period.

Negligent methods and practices such as, but not limited to, excessive speed of plows and disregard for public safety, must be avoided by Contractor and will be monitored by the Town. Each piece of equipment shall be equipped with an amber roof mounted flashing light, flashing lights on the front and rear of vehicle, and backup alarm. Revolving and flashing lights shall be operated at all times during snow and ice removal operations.

The Contractor agrees to provide sufficient sand and salt for operations required by this agreement. Contractor agrees to pay particular attention to the sanding of hills and accesses and to apply extra sand and salt to such locations when necessary.

Contractor will reimburse the Town for the replacement of fences, guard rail, guard rail posts, concrete bumpers or curbs, signs, signposts or guard posts which are damaged by reason of snow removal operations under this agreement, if the Town determines that such damage could have been avoided by Contractor.

The total scope of this agreement has been divided into five (5) lots as indicated in Appendix A. Each bidder must conduct a thorough examination of the sites at which the work will be preformed so as to determine all existing conditions at the site that may affect the work.

By submitting a tender, the bidder will be deemed to have conducted a full, complete, and thorough examination of the site and to know all site conditions. By submitting a tender, the bidder shall be

deemed to know, to be satisfied with, and to have accepted the specification, the drawings and the Contract Documents.

2. Measurement and Payment

Bidders are required to provide pricing separately for the individual lots as indicated in Appendix A.

The price quoted in any tender shall cover the performance of all of the work described in the specifications and shall represent the cost for each lot per storm event. Prices will be firm and unconditional.

The price shall include and cover all costs to perform and complete the work, including, without limiting the foregoing, all costs for labour, materials, equipment, supplies, profit, overhead, administration, supervision, permits, licenses, rates, charges, insurance, freight, shipping charges, incidentals and allowances. All pricing to exclude HST.

No increases in or additions to the quoted price shall be allowed due to any increase occurring after submission of a tender in any cost to the bidder of performing the work. All such increased costs shall be the sole responsibility of and shall be absorbed by the bidder.

The contractor shall invoice monthly for work performed during the snow removal season. Attached to the invoice shall be winter maintenance reports for each site, including date and time of winter maintenance activities, and the amount of salt used.

3. General

Bidders agree to maintain all equipment to a level that it can be operated in a safe and functional manner without risk to the public, employees and the environment.

The Contractor shall comply with the Motor Vehicle Act, Occupational Health & Safety Act, and take all necessary precautions for the safety of employees and the general public at the work site and shall erect and properly maintain at all times, as required by job conditions and progress of the work, all necessary safeguards for the protection of the workmen and the general public.

The Town reserves the right to cancel this contract on the basis of poor performance. The Town shall be the sole judge of performance. The right is reserved to reject all tenders or to accept any tender or portion thereof. The right is also reserved to remove (parking lot) locations from the contract after the tender is awarded.

Completion and Submission of Tenders

All tenders must be submitted on the form provided by the Town without alterations or deletions. No conditions, limitations, or qualifications shall be included in any Tender other than those contained in the tender form or these instructions. Tender forms must be fully completed and signed in accordance with these instructions.

Tenders must be delivered to the office of the Chief Administrative Officer at 400 Main Street, Yarmouth, NS, prior to the time fixed for receiving tenders.

Each tender shall include a list of the names of all sub-contractors, if any, to be used by the bidder. No sub-contractor shall be used in the performance of the work unless the name of the sub-contractor is included in the list contained in the tender submitted to the Town otherwise approves in writing. The bidder shall be responsible for the acts and omissions of all sub-contractors and all persons used or employed by them, directly or indirectly. Nothing contained herein or in the Contract Documents shall create any contractual relationship between the Town and any sub-contractor or supplier of the bidder.

Representatives and Warranties of Bidders

- a) that the bidder is fully qualified, competent, and able to carry out and complete the work in a good and workmanlike manner in accordance with the provisions of the Contract Documents.
- b) that the bidder has fully informed itself of all conditions at the site and all other matters affecting the performance of the work.
- c) that the bidder has reviewed its tender for errors and omissions and waives any right to withdraw the tender or claim a return or release of any security submitted with the tender on account of any error or omission that may have been made in the tender by the bidder.
- d) that the tender is genuine and has been made without fraud or collusion.
- e) that the amount of the bidder's bid has not been influenced by any agreement with or promise of any advantage or benefit from any third party.
- f) that no person, firm or corporation other than the bidder has any interest in the tender or in the contact for which the tender is made.

By submitting a tender, the bidder agrees that it will be liable for and will indemnify and save harmless the Town from and against any and all costs, expenses, losses, damages, and liabilities incurred or sustained by the Town on account of any misrepresentation or breach of any representation or warranty herein contained. In addition to any other rights or remedies that may be available, the Town shall be entitled to reject the tender submitted by a bidder, or having accepted the tender, terminate any contract for the work without liability to the bidder in the event of any misrepresented or breach of any representation or warranty herein contained

Tenders are to be submitted in plain envelope marked **“Town of Yarmouth – Snow Removal – 2023/2024 Winter Season”**.

Sealed quotations must be delivered to the following address:

Town of Yarmouth
400 Main Street
Yarmouth NS B5A 1G2

Tenders must be addressed to the attention of Mr. Jeff Gushue, CAO, clearly refer to the above quotation. Responses must be received at the above address by **3:00 pm local time, Tuesday, October 24, 2023.** Tenders not received by the specified time at the above location will not be considered and will be returned unopened.

The following documents must be included with the submitted bid:

1. Insurance

All bidders must submit valid certificates of insurance for pl/pd coverage in the amount of \$2,000,000.00 (two million dollars) with the Tender.

2. Workers Compensation & NSCSA

A certificate of good standing from the worker's compensation board must be supplied by the contractor prior to the execution of the contract. If not required to be a member of worker's compensation, it is understood that the contractor shall be liable for any assessments made by the board on the municipality.

All contractors will be required to submit a certificate of recognition from the NSCSA documenting their current good standing with the NSCSA.

3. References

Bidders will provide a list of at least three references that they have performed similar work for within the past three years.

TOWN OF YARMOUTH
SNOW CLEARING AND REMOVAL – 2023/2024 WINTER SEASON

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Bid Document

Lot #	Location	Price for Snow Clearing & Ice Control (per storm event)	Price for Snow Removal (including loading, hauling, & disposal) (per storm event)	Price for Ice Control (per storm event)	Price for Snow Clearing Only (per storm event)
Lot # 1	Collins Street Parking Lot				
Lot # 2	Centre Town Square Parking Lot				
Lot # 3	LG Trask Parking Lot				
Lot # 4	Brown Street Parking Lot				
Lot # 5	Zion Baptist Church Parking Lot				
Totals					

Note: pricing is based on empty parking lots. The Town and Contractor may negotiate adjusted pricing for daytime maintenance (when parking lots are full or partially full).

****prices must be submitted in each column**

[illegible]

Bidder's References

Provide a list of at least three references that you have performed similar work for within the past three years.

Customer	Contact Person	Contact information	Scope of Service

The undersigned Bidder hereby acknowledges the right of the Owner to accept any or more of the tenders and to not necessarily 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 _____, 20____.

Name of Contractor: _____

Address of Contractor: _____

Authorized Signing Officer: _____

Title of Signing Officer: _____

Signature: _____



NOTE: Information contained on this map is subject to change.

**Town
of
Yarmouth**

Yarmouth
ON THE EDGE OF EVERYWHERE
PARTOUT, À PARTIR D'ICI

Snow Clearing and Removal

Legend

- Brown Street
- Collins Street
- L G Trask
- Mid Town
- Zion Baptist



Date: October 18, 2022

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Metres

PROPERTY BOUNDARY MAPPING SOURCE:
(1:15 000 KRPD) NOVA SCOTIA GEOMATICS CENTRE,
AMHERST, CURRENT TO 16 DECEMBER, 2021.

TOPOGRAPHIC MAPPING SOURCE:
(1:2 000) NOVA SCOTIA GEOMATICS CENTRE,
AMHERST, COMPILED FROM AERIAL PHOTOGRAPHY
FLOWN 2010/11.

ROAD MAPPING SOURCE:
(NSCA) NOVA SCOTIA GEOMATICS CENTRE, AMHERST,
CURRENT TO 16 DECEMBER, 2021.

WITH RESPECT TO THIS MAP, NEITHER THE TOWN OF YARMOUTH
NOR ANY OF ITS EMPLOYEES, MAKES ANY WARRANTY OF
ANY KIND, EITHER EXPRESSED OR IMPLIED, ARISING BY LAW OR
OTHERWISE, INCLUDING BUT NOT LIMITED TO WARRANTIES OF
EFFECTIVENESS, COMPLETENESS, ACCURACY,
MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.