



**2017 Asphalt Pickups**

# **TENDER DOCUMENT**

**April 2017**

Engineering Department  
City of Moose Jaw

## CITY OF MOOSE JAW

### 2017 ASPHALT PICKUPS

#### Terms and Conditions of Invitation to Tender

- A.01 The City reserves the right to amend or reverse the Contract Documents prior to the date set for the closing of the Invitation to Tender (Tender). Prospective bidders will be informed of all changes as per A.10.
- A.02 The submission of a bid shall be conclusive evidence that the bidder has carefully examined the Tender documents and any amendments and/or revisions pursuant to Section A.01 above.
- A.03 Should a bidder find discrepancies in or omissions from the Tender, or should they be in doubt as to their meaning, they should at once notify the City. The City may then amend or revise the Tender, pursuant to Section A.01.
- A.04 There are no other agreements, undertakings, representations, or understandings relating to the supply of the products other than the Tender. This means the Invitation to Tender, the Terms and Conditions of the Tender, Specifications/Supplementary conditions, Bid form and any revisions or amendments, pursuant to Section A.01 of the Terms and Conditions of the Tender. No amendment of this agreement shall be effective unless it is in writing and executed by both parties.
- A.05 The signature on the bid of a duly authorized representative of the bidder is a condition of acceptance.
- A.06 Any contrary terms and conditions added to the Tender or on the bidder's own documents will deem that submission to be a counter proposal. Such submissions may be subject to outright rejection and bidders are cautioned to weigh carefully the consequences of contrary terms or conditions.
- A.07 **The City reserves the right to accept any bid submitted in whole or in part or to reject any or all bids or to award the work in one or more contracts and to waive any irregularities.**
- A.08 The obligations and rights of tenderers shall be those expressed herein. No terms either implied or verbally expressed, shall effect, restrict, or in any way vary the written terms of this Tender. Without restricting the generality of the foregoing, no terms may be implied by virtue of custom or usage.
- A.09 The City shall have the right to evaluate competing bids in accordance with its own criteria for evaluation applied to the specific materials being tendered, whether or not such criteria has been expressly related to bidders

A.10 The City of Moose Jaw reserves the right to issue addendums if required. All addendums will be posted on the City of Moose Jaw website. The City of Moose Jaw will endeavor to not release any addendums within 48 hours of the close of the Tender. It is the responsibility of the bidder to monitor and obtain any and all addendums from the City of Moose Jaw website pertaining to the Tender.

### **Preparation of Tenders**

- B.01 Each bidder shall specify, on the forms supplied by the City, the price at which the bidder is offering to supply the items.
- B.02 Prices listed for the products shown should be net of tax and should not include Goods and Services Tax or the Provincial Sales Tax.
- B.03 Cartage - to be delivered FOB 1010 High Street West, Moose Jaw, Saskatchewan, unless otherwise specified.
- B.04 All products and services must meet all current Provincial, Federal, Municipal, OH&S, etc. standards and if any defects are found all costs involved to correct the problem will be borne by the quoting firm.

### **Submission of Tender**

- C.01 Each tender must be marked with the tender name and submitted on or before **2:00 p.m., C.S.T.**, as mentioned in the Notice to Bidders:

**City of Moose Jaw  
Manager of Engineering Services  
3<sup>rd</sup> floor, City Hall, 228 Main Street N.  
Moose Jaw, Saskatchewan  
S6H 3J8  
Phone 306-694-4448**

- C.02 Telecommunication bids (faxed or emailed) will be accepted if received by closing of tender. Bidder must immediately confirm the bids in writing. The City of Moose Jaw assumes no risk or responsibility whatsoever that any fax or email will be received and shall not be liable to any bidder if for any reason a fax or email is not properly received. Faxed bids will be received at (306) 694-4446. Emailed bids will be received at [EngineerBids@moosejaw.ca](mailto:EngineerBids@moosejaw.ca)
- C.03 A bidder may withdraw their bid provided a written withdrawal, signed by a person authorized to sign tenders, is delivered to the address stated in C.01 before closing of the Tender.

### **Shipping and Delivery Instructions**

- D.01** Shipments to be made only on an order being placed by an authorized staff member of a City Department. A local Purchase Order Number or standing Purchase Order Number, will indicate the list of products or service required, and will indicate the name and location of the City Department to which the delivery is to be made.
- D.02** Supplier to mail invoices in duplicate only to the address identified on the Purchase Order. A packing slip outlining quantity and name of products must be provided at the point and time of delivery.
- D.03** The Goods and Services Tax and Provincial Sales Tax are to be shown separately on all invoices.

### **Formation of Contract**

- E.01** By submitting a bid the bidder agrees that the price shall be open for acceptance by the City for a period of 60 days after the date on which the bids are to be opened.
- E.02** The City may accept a bid by issuing a general standing offer to the successful bidder and thereby establish a contract for the supply and delivery of the product/service on the terms and conditions set forth in the documents as specified in the Tender.
- E.03** Failure to comply with the terms and conditions of the Tender will result in the successful bidder being notified of a breach of contract. The successful bidder will be allowed ten (10) days to rectify this breach of contract.
- E.04** Failure to rectify the breach of contract within the time specified in E.03 may result in the termination of the contract.

## Supplementary Conditions

### **1.0 EXECUTION & RESPONSIBILITIES FOR INCIDENTAL ITEMS**

Contractor may claim monthly payment for the work completed upon submission of invoice. As per Builders Liens Act a 10% deduction will be held back during progress payment which will be returned 40 days after substantial performance.

### **2.0 BID BOND:**

No tender will be considered unless accompanied by the required certified cheque or bid bond of 10 per cent (10%) of the total of the extended unit prices payable to the City of Moose Jaw, Saskatchewan. The cheques of successful Tenderers will be returned as soon as the Contract Documents have been executed. The cheques of unsuccessful Tenderers will be returned as soon as the Contracts have been awarded. If after 60 days from the date of opening of tenders, no award has been made, then deposit cheques will be returned on demand. The Tenderer agrees that the certified cheque or bid bond may be forfeited as liquidated damages in the event that the Tenderer fails to comply with the provisions of the tender.

### **3.0 SURETIES AND BONDS:**

The Contractor shall furnish the City at the time of the execution of this Contract by the Contractor and before the commencement of the Works, with a Bond or Agreement of suretyship with a guarantee company and in a form and in terms satisfactory to the City.

The said guarantee company shall be authorized to carry on business in Saskatchewan and the bond shall be placed through the Moose Jaw agents or attorneys of the company. The Bond or Agreement of Suretyship shall be in the amount of fifty per cent (50%) of the total of the extended unit prices for covering faithful performance and execution of the Works and the satisfactory fulfilment of all the covenants, conditions and requirements of this contract for the Contractor.

The said Bond or Agreement is to remain in full force and effect until the expiration of the period of warranty as provided in the Specifications or until payment of the completion certificate has been made in the case of work where no period of warranty has been specified.

### **4.0 CONTRACTOR'S INDEMNITY AND INSURANCE:**

The Contractor for the purpose of underwriting his obligation to indemnify and save harmless the City according to the terms of the Contract shall at his cost and expense pending full performance of the Contract and final payment by the City, maintain in an insurance company, insurance of the kind designated and with limits not less than required by the Contract and with insurance deductibles acceptable to the City.

- (a) Commercial public liability and property damage insurance covering all operations hereunder with inclusive limits for bodily injury, including death and property damage.

- (b) Automobile public liability and property damage insurance covering both Contractor and Non-Contractor owned vehicles engaged in all operations hereunder.
- (c) Before execution of the Contract and in any case before commencement of Work, the Contractor shall submit to the City copies of the insurance policies duly signed by the Insurance Companies or their authorized agents, as required by the Contract.

If, for any reason, any insurance carried under the terms of the Contract is to be cancelled, the Insurance Company shall notify the City and the Contractor by registered mail not less than thirty days prior to the date of such cancellation.

The specific requirements of Insurance called for are as follows:

- (i) commercial public liability  
and property damage.....\$2,000,000. each occurrence
- (ii) automobile public liability and  
property damage.....\$2,000,000. each occurrence

**The City of Moose Jaw is to be included as additional insured on all insurance requested and receive 30 days notification of change or collection of insurance coverage. All insurance must remain in effect for the entire length of the project.**

#### **5.0 CERTIFICATE FROM SASKATCHEWAN WORKERS' COMPENSATION BOARD**

A certificate from the Saskatchewan Workers' Compensation Board certifying that the tenderer is not in arrears for compensation assessment must be presented prior to the tender being awarded.

#### **6.0 SASKATCHEWAN WORKERS' COMPENSATION BOARD:**

The Contractor shall perform all work in accordance with the rules and regulations of the current Occupational Health and Safety Act and Regulations, of the Province of Saskatchewan and any amendments that may be made to these documents during the time period of the Contract. The contractor will continue to make all contributions to the Saskatchewan Workers' Compensation Board as therein required. The Contractor shall accept all responsibility for all such contributions required to be made by a sub-contractor. In the event of the City being held responsible for contributions to the Saskatchewan Workers' Compensation Board which should properly be made by the Contractor or sub-contractors, the City may deduct the amount of any such contributions from monies payable hereunder by the City to the Contractor, or the City shall have the right to recover such monies from the surety under bond provided in accordance with this Contract.

Before the Contractor shall be entitled to receive payment, he shall produce to the City a certificate from the Saskatchewan Workers' Compensation Board in proof of payment of all contributions required to be made by the Contractor and the sub-contractor.

## **7.0 PROVINCIAL AND FEDERAL TAXES INCLUDING GOODS AND SERVICES TAX AND PROVINCIAL SALES TAX**

Provincial and Federal Taxes including the Goods and Services Tax and Provincial Sales Tax is to be remitted by Contractor where applicable.

In accordance with "The Education and Health Tax Act", any Contractor who has not maintained a permanent place of business in Saskatchewan during the last twelve months shall place with the Province of Saskatchewan Treasury Department, Taxation Branch, Regina, Saskatchewan, before commencement of the work a bond or cash deposit equivalent to five per cent of the total amount of the extended unit prices of the contract for payment of Provincial Sales Tax.

Confirmation of receipt and acceptance of this bond or cash deposit by the Treasury Department must be received by the City before payment will be issued.

## **8.0 BUSINESS LICENSE FROM THE CITY OF MOOSE JAW**

The successful bidder will be required to obtain a Business License from the City of Moose Jaw prior to commencing said work. Business taxes must be current. A license can be obtained for a fee of \$350.

## **9.0 REVIEW**

Upon completion, the contractor will deliver as built data to the City Engineer for review to ensure that the scope of work is complete and the workmanship is satisfactory. The warranty period shall be for the period of one year from the date of the completion certificate.

## **10.0 BASIS OF PAYMENT**

10.1 Contractor may claim monthly payment for the work completed upon submission of invoice. As per Builders Liens Act a 10% deduction will be held back during progress payment which will be returned 40 days after substantial performance.

10.2 Payment to the Contractor shall be made upon written notice from the Contractor that the work has been completed, supported with a letter from the Saskatchewan Workers' Compensation Board that all assessments relative to the work under this contract have been paid, and the Statutory Declaration referred to in Clause 22.2 of this Article, the City Engineer or his designate will promptly inspect the works and if satisfied therewith, will issue the completion certificate. The date of this certificate will be the date of the commencement of maintenance.

- 10.3 The Engineer shall issue a final payment certificate 40 days after receipt of the Statutory Declaration stating that no attachments or charges or monies due against the project exist, and the final certificate will release the holdback. When final payment has been made under the final certificate, the Contractor shall, by his acceptance of same, have acknowledged the payment in full of all monies due under this Contract.
- 10.4 At the end of the period of warranty, the issuance of the final acceptance certificate (FAC) and the acceptance of the works thereof by the City shall constitute a waiver of all claims by the City and the acceptance of such FAC by the Contractor shall constitute a waiver by him of all claims.