January 23, 2020

REQUEST FOR TENDERS
TOWN OF GRAND FALLS
TENDER **25-01-2020**

STREET LINE PAINTING
TERMS & CONDITIONS

CLOSING: MONDAY, FEBRUARY 10, 2020
10:00 A.M. (local time)

1. DESCRIPTION: as attached specifications

   Please check the site regularly in case of Addendum.

2. **TENDERS SHALL BE IN A SEALED ENVELOPE CLEARLY SHOWING THE TENDER NAME AND NUMBER, TENDER CLOSING DATE AND COMPANY'S NAME ON THE FRONT OF THE ENVELOPE.**

   TENDERS MAY BE DELIVERED OR MAILED TO TOWN OF GRAND FALLS / OFFICE OF THE TOWN CLERK / 131 PLEASANT STREET, SUITE 200, GRAND FALLS, N.B. E3Z 1G6

3. Tenders must be received at the office of the Town clerk before MONDAY, FEBRUARY 10, 2020 - 10:00 A.M. (local time)

4. **PREFERENCE**

   The Town of Grand Falls may grant a preference of 5% to local bidders for tender calls that are under the thresholds pre-determined by the *Procurement Act* up to a maximum difference of $1,250 for goods or $2,500 for services.

5. **TENDER VALID FOR**

   The Town shall, within thirty (30) working days of the public tender opening for the contract, notify the successful tenderer by mail delivery that they are the successful tenderer.

6. **TENDER BINDING**

A tender is binding upon the person(s) submitting the tender until such time as they receive formal notification by facsimile (fax), e-mail or mail of the rejection of their tender but in no case unless, as successful tenderer, they have received notification shall it be binding upon them for more than thirty (30) working days, from the date of public tender opening, unless requested by the Town and agreed to by the tenderer in writing.

7. All bids shall be submitted on the forms supplied by the Town of Grand Falls.

8. All tender forms must be completed in their entirety. Submissions not entirely completed could be rejected without further consideration.

9. All terms and conditions of this tender are assumed to be accepted by the bidder by means of their signature on the submission, and that all the terms and conditions of this tender are incorporated in their submission.

10. The lowest / highest or any tender will not necessarily be accepted.

11. The Town of Grand Falls reserves the right to reject any or all bids, or to accept separate items in the bid unless the bidder denies this right.

12. All costs in the preparation and presentation of the replies to this tender, shall be wholly absorbed by the bidder.

13. All submissions to this tender, and supporting documentation, shall become the property of the Town of Grand Falls.

14. Upon acceptance of the tender by the Town, the bid form and the documents referenced in it constitute a legally enforceable agreement and supersede all previous representations, negotiations or discussions.

15. The Bidder acknowledges it is the Bidder's sole responsibility to ensure they have received all addenda prior to submitting their tender and that all Addenda are incorporated into this tender.

16. Unless otherwise stipulated, goods and materials are to be unused and of current production.

17. **SUBSTITUTIONS**

Some terminology may be used in this tender that would imply or denote a particular vendor. Such usage is not to be construed as restrictive in any way. Comparable products should be substituted where appropriate unless a specific product is requested. Substitutions offered must be of equal quality and be clearly identified. Tenders offering substitutions must include with the submission, specifications, data and literature. Bidders must be prepared to provide samples if required.

18. All taxes are extra.

19. **DISPUTES-ARBITRATION**

Any claim which the Contractor or the Town of Grand Falls may have based on any dispute or difference of any kind whatsoever arising out of the Contract shall be referred by the Contractor or Town of Grand Falls in writing not later than ten (10) working days after the occurrence giving rise to such disputed difference. Correspondence shall contain a concise statement of the relevant facts.

The claim made to the Town of Grand Falls shall be settled by the Chief Operating Officer (CAO)_ who shall communicate the decision in writing within ten (10) days of the date of receiving written notification. The Contractor shall proceed with the contract with all due diligence in accordance with the Contract whether or not such claim shall be referred to arbitration as hereinafter provided.

Except in those circumstances where it is provided in the contract the decision of the CAO shall be final. Any dispute or difference persisting after delivery of the CAO's decision, shall be referred to arbitration in accordance with the Arbitration Act and action must be taken within thirty (30) days.

An application for arbitration shall be accompanied by security in the amount of One thousand Dollars ($1,000.00) to apply to the cost of arbitration. The arbitration shall be by a Board of three (3) members. Either party shall notify the other party in writing of its desire to submit the dispute or difference to arbitration or a notice shall contain the name of the first party's appointee to the Arbitration Board. The recipient of the Notice shall, within seven (7) days, inform the other party of the name of its appointee to the Arbitration Board. The two members, so selected, shall within five (5) days of the appointment of the second of them appoint a third person who shall be Chairman.

The Arbitration Board shall determine responsibility for costs and shall include recommendation for payment in the award decision. The decision of the arbitration will be binding.

Reference to arbitration by the Contractor as herein provided shall be a condition precedent to any legal action with respect to any dispute or difference of any kind whatsoever which the Contractor may have with the Town arising out of the contract or work.

20. **PERMITS AND LICENSES**

The Contractor shall obtain and pay for all licenses and permits which may be required to comply fully with laws, ordinances and regulations of the proper public authorities, in connection with this contract.

21. **RESPONSIBILITY**

The successful bidder shall be responsible for all damages and shall indemnify and save the Town harmless from and against all damages and liability, which may arise out of the failure of the Contractor to obtain and pay for such licenses and permits and to comply fully with any and all applicable laws, ordinances and regulations.

22. **ENVIRONMENTAL AND ARCHAEOLOGICAL REQUIREMENTS**

The Contractor shall carry out this contract in compliance with the various federal, provincial and municipal acts, regulations, and policies involving protection of the environment, and any approvals or permits issued to the Town of Grand Falls, or the Contractor therewith.

23. **SAFETY - NEW BRUNSWICK OCCUPATIONAL HEALTH AND SAFETY ACT**

The Contractor is required to notify Workplace NB prior to starting any work under Town contract.

All work done under Town contract must comply with the New Brunswick Occupational Health and Safety Act.

24. **LAWS, ACTS, REGULATIONS, BYLAWS AND CODES**

The Contractor shall be responsible for carrying out this contract in strict accordance with all Federal, Provincial and Municipal Laws, Acts, Regulations, Bylaws, Codes, etc.

25. **IN CASE OF TIED BIDS**

The Town will determine the successful bidder with a coin toss in case of tied bids.

26. Queries: For further details or technical information, please call the Grand Falls Public Works Department at telephone number (506) 475-7763.

TOWN OF GRAND FALLS
TENDER **25-01-2020**

STREET LINE PAINTING
SPECIFICATIONS

1. SCOPE OF WORK

The Town of Grand Falls requires a price for painting of street traffic lines, symbols and parking marking on various streets and parkings within the Town of Grand Falls limits.

2. REQUIREMENTS

- The contractor shall provide a detailed daily report of streets completed.
- All measurements must be accurately recorded by the contractor to be verified by the Town of Grand Falls.
- The Crosswalks shall include all white lines including the 2 main parallel bars as well as all white hatching lines required to complete the crosswalk.
- Pavement surface to be clean and dry, free of ponded water, frost, ice, dust, oil, grease and other deleterious matter.
- Paint shall only be applied when the ambient air temperature is greater than 10 degrees, and wind speed is less than 60 km/h and no rain forecast within 4 hours.
- The contractor shall protect all pavement markings until dry.
- Paint application shall be done as per the following specifications:
  - → The paint shall be evenly applied.
  - → No thin painting unless approved by the Town of Grand Falls.
  - → Symbol dimensions shall match current symbols.
  - → Paint lines to be uniform color and density with sharp edges.
  - → Distributor shall be thoroughly cleaned before refilling with paint of a different color.
  - → Glass Beads shall be applied at a rate of 0,7 kg/L immediately after application of paint.

- Equipment requirements:
  - → Paint applicator to be an approved pressure type mobile distributor capable of applying paint in single, double, and dashed lines. Applicator to be capable of applying marking components uniformly, at rates specified and to the required dimensions, and to have positive shut-off.
  - → Distributor to be capable of applying reflective glass beads as an overlay on freshly applied paint.
- Materials:
  - → Color to CGSB1-GP-12C (yellow 505-308), (black 512-301), (white 513-301)
  - → Contractor shall use Laurentide, Ibis or equivalent traffic paint.
  - → Thinner to CAN/CGSB-1.5-M91
  - → Glass Beads to CGSB-GP-74M
- The use of black paint to cover incorrect markings shall only be done with the permission of a Public Works Department representative.
- The contractor will be required to supply and maintain all necessary traffic control devices for delineating the pedestrian and motoring public.
  - → The Contractor shall use NB Department of Transportation approved warnings signs while working on streets during day and night.
  - → The Contractor shall provide flag-person(s) as required by provincial regulations, trained in accordance with and properly equipped as specified in the NB WATCM manual.
- The contractor shall commence after the street asphalt patching is completed. The anticipated start date is June 15, 2020. The contractor shall have completed the line painting as described in this tender, on June 26, 2020 or in 10 working days.
- The Town of Grand Falls will assess liquidated damages in the amount of $500/day for delayed completion of the work beyond the deadline with exception of poor weather conditions which must be verified and agreed upon by a Public Works Department representative.
- The estimated quantities for this tender are a calculated estimate, the Town of Grand Falls reserves the right to add or delete quantities. Only authorized personnel employed by the Town of Grand Falls has the right to add or delete quantities.
- This contract shall be renewable for one year at the same terms & conditions upon mutual agreement.

3. REFERENCES

- CAN/CGSB-1.5-M91, Low Flash Petroleum Spirits Thinner
- CGSB1-GP-12c-68, Standard Paint Colors
- CGSB1-GP-74M-79, ALKYD Traffic Paint

TOWN OF GRAND FALLS
TENDER **25-01-2020**

STREET LINE PAINTING
TENDER PRICE SHEET

Company Name: _____

Mailing Address: _____

	Description	Quantity	Units	Unit Cost	Extension
Lines	Yellow Single solid	23.21	km		
	Yellow Double Solid	3.60	km		
	White Single Broken 4"	6.50	km		
	White Single Solid 4"	25.39	km		
	White Single Solid 8"	1.12	km		
	White Single Broken 8"	0.50	km		
Symbols	Stop Lines: White	42	each		
	Cross-Hatched Islands: Yellow	2115.9	m^2		
	Crosswalks (2 lanes)	112	each		
	Crosswalks (4 lanes)	16	each		
	Straight Arrow	12	each		
	Curved Arrow	70	each		
	Combination Arrow	42	each		
	Letters: STOP	2	each		
	Letters: AUTOBUS	8	each		
	Letters: BUS	8	each		
	Sidewalk Parallel White Lines	0.64	km		
Parkings	Broadway Parking	1	each		
	Farmers Market Parking	1	LS		
	Town Hall Parking	1	LS		
	Malobeam Parking	1	LS		
	Fire Station Parking	1	LS		
	La Rochelle and Swimming Pool Parking	1	LS		
	Victoria Street Tennis Court Parking	1	LS		
	Centre E.P. Sénéchal Parking	1	LS		
	Marina Parking	1	LS		
	Golf Club Parking	1	LS		

	Description	Quantity	Units	Unit Cost	Extension
Sidewalks	Ouellette Street Sidewalk – Bicycles and Pedestrians (1 white line)	1315	Meters		
	Main Street Sidewalk – Bicycles and Pedestrians (1 white line)	265	Meters		
	Evangéline St. Sidewalk – Bicycles and Pedestrians (1 white line)	415	Meters		
				SUBTOTAL	$_____
				HST	$_____
				TOTAL CONTRACT PRICE	$_____

(price must be typewritten, printed or written in ink in words)

Contact Person & Title: _____

Telephone Number: _____

Email Address: _____

I/ WE HEREBY AGREE THAT this submission is made in accordance with and in consideration of requirements and instructions herein contained.

DATED this _____ day of _____, 2020.

Name (please print): _____

Authorized Signature: _____

Town of Grand Falls Inc.

This document is the document referred to as "Insurance Schedule" in the contract entered into on the ___ day of _____, 20__ between the Town of Grand Falls Inc. and the Contractor.

Town of Grand Falls Inc.

Signed

_____
Administrator

_____
Contractor

Insurance Schedule

The Contractor shall provide to the Town of Grand Falls Inc. a Confirmation of Insurance as required by the Town of Grand Falls Inc. which shall be signed by an authorized representative of the Insurer.

Commercial General Liability

The Insurance policy required shall include:

a) an "occurrence" definition of "accident"
b) the Town of Grand Falls Inc. as an Additional Insured
c) Owners and Contractors Protective Liability
d) a cross Liability clause
e) a waiver of subrogation
f) Blanket Contractual Liability
g) Products and Completed Operations Liability
h) Broad Form Property Damage
i) Non-Owned Automobile Liability
j) Contingent Employers Liability
k) Personal Injury extension of Bodily Injury
l) coverage for machinery attached to vehicles

m) provision for 30 days advance notice of coverage change to the Town of Grand Falls Inc.
n) Liability Limits of not less than $2,000,000 or as currently carried by the Contractor whichever is greater

and such policy **shall not** be on a "Claims Made" basis.

Automobile Liability

The Insurance policy required shall include:

a) Coverage for the liability of all vehicles owned, hired or leased in the performance of the project
b) Limits of Liability of no less than $2,000,000 or as currently carried by the Contractor whichever is greater

Special Conditions

a) Where the term of the project extends beyond the expiry Date of the Contractor's current insurance coverage, the Contractor will provide the Town of Grand Falls Inc. with a new Confirmation of Insurance form for the subsequent period within seven (7) days of that expiry date.

b) The Town of Grand Falls Inc. reserves the right to require the Contractor to insure his property, plant and equipment, for such amounts as the Town of Grand Falls Inc. deems adequate, and to require the Contractor to file with the Town of Grand Falls Inc. evidence of such insurance in a format acceptable to the Town of Grand Falls Inc.

c) The Town of Grand Falls Inc. further reserves the right to require the Contractor to carry such other insurances as are deemed appropriate by the Town of Grand Falls Inc. having regard to the nature of the project undertaken.

d) The insurance requirements as set out in this document and supporting forms shall not in any way limit the Contractor's liability arising out of the project, contract, or otherwise.

e) All insurance requires to be provided and maintained by the Contractor shall not in any way limit the Contractor's liability arising out of the project, contract, or otherwise.

f) All insurances required to be provided and maintained by the Contractor shall be negotiated for, procured from, and the premium paid to a resident agent of an Insurance Company licensed to do business in the Province of New Brunswick.