# HALIFAX REGIONAL CENTRE FOR EDUCATION

# **Tender #3990**

# SNOW & ICE MAINTENANCE SERVICES ISLAND VIEW HIGH SCHOOL

Closing Date: FRIDAY, OCTOBER 12, 2018

Closing Time: **2:00:00 P.M.**Opening Time: **2:00:00 P.M.** 

# **Closing Location:**

Halifax Regional Centre for Education 33 Spectacle Lake Drive Dartmouth, N.S. B3B 1X7

#### **Purchasing Contact:**

Don Walpola, Buyer Tel: (902) 464-2000 #2223 Fax: (902) 464-0161

### **Department Contact:**

Marie Fagan, Coordinator, Property Services - Custodial Tel: (902) 464-2000 #2576

#### **Contract Location:**

Island View High School 1852 Caldwell Road, Eastern Passage NS B3G 1J3

#### To obtain documents:

Download tender documents in .pdf format from the Halifax Regional Centre of Education's Website:

http://www.hrce.ca/about-hrce/financial-services/purchasing/tenders/tender-listing

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The electronic Excel version of Schedule "G" <u>MUST</u> be requested by email to: <u>dwalpola@hrce.ca</u> - See 1.1 b. for more information.

# 1.0 GENERAL

The Halifax Regional Centre for Education ("HRCE") is seeking bids from qualified Contractors for Snow & Ice Maintenance Services at the Island View High School.

# 1.1 <u>INSTRUCTIONS TO BIDDERS</u>

# TENDER SUBMISSION:

a. Sealed Bids will be received by:

Halifax Regional Centre for Education 33 Spectacle Lake Drive Dartmouth, N.S. B3B 1X7

Until 2:00:00 P.M., on FRIDAY, OCTOBER 12, 2018 for the following project:

# **TENDER #3990 Snow and Ice Maintenance Services**

b. Submit one original tender on the enclosed tender form including all requested documentation and a hardcopy of Schedule "G". Each item on the form <u>MUST</u> be completed unless noted otherwise. Bids <u>MUST</u> be signed by an authorized representative of the Contractor. Incomplete bids will be rejected. Bids <u>MUST</u> be submitted on or before the advertised time and date in a sealed envelope clearly marked:

# **TENDER #3990 Snow & Ice Maintenance**

Bidders <u>MUST</u> also complete the electronic excel version of Schedule "G" Bid Form – and include this on a flash drive within the sealed Tender submission. Please email Don Walpola, Buyer, at <u>dwalpola@hrce.ca</u> to request the excel version of Schedule "G".

- c. It is the responsibility of the bidder to ensure their submissions are received on time. Faxed or emailed bids **WILL NOT BE ACCEPTED**.
- d. Questions, clarification or information regarding the Tender process or the Project Scope <u>MUST</u> be directed exclusively to Don Walpola, no less than 5 (five) business days before the Tender closing date and time and <u>MUST</u> be in writing. The Buyer may direct such questions, clarification or information of a technical or business

- nature to other HRCE employees or Consultants.
- e. Should HRCE determine in its sole discretion to revise any part of this Tender prior to the Close Date, the revisions will be provided in writing by form of an addendum to all Bidders by email. Addenda must be issued by the HRCE no less than three (3) business days before the closing date. HRCE may also, in its sole discretion, extend the Close Date to an alternate date of its choosing to allow all bidders to consider and respond to a revision, and will advise all bidders of such in writing. It is the sole responsibility of the bidder, prior to the Close Date, to ensure they have received all addenda pertaining to the Tender. Addenda cover letters <u>MUST</u> be signed and attached to the tender documents.

# 1.2 CONDITIONS OF TENDER

- a. No term or condition shall be implied, based upon any industry or trade practice or custom or in a practice or policy of the HRCE or otherwise, which is inconsistent or conflicts with the provisions contained in these instructions.
- b. Any changes to this tender or specifications shall be stated by the HRCE in writing. All correspondence, inquiries, instructions, etc. in connection with the work shall be made through the office of the Halifax Regional Centre for Education, c/o Purchasing Manager or representative.
- c. Tender bid prices MUST be all-inclusive. Bidders are to note that prices indicated on the Tender Form and the appendices to the Tender Form shall not include Provincial Sales Taxes, the Federal Goods and Services Tax or the Harmonized Sales Tax.
- d. The Contractor is responsible for obtaining all provincial, municipal and other permits as required for the work, and shall adhere to all regulations from regulatory bodies. They shall pay all fees for these permits.
- e. Invoices shall be submitted to: Halifax Regional Centre for Education

Marie Fagan, Coordinator, Property Services -

Custodial

33 Spectacle Lake Drive

Dartmouth, N.S.

B3B 1X7

Contact information to be supplied to the successful bidder as part of the award confirmation.

Payment Terms: Payment will be Net 30 days from date of invoice.

- f. Bidders or their employees <u>MUST NOT</u> be employees of the Halifax Regional Centre for Education.
- g. The bidder <u>MUST</u> comply with Nova Scotia Fire Safety Act and all Municipal Regulations, Ordinances and other laws including the Occupational Health and Safety Act.
- h. Persons or firms submitting tenders shall be actually engaged in the line of work required by the specifications.
- i. When applicable, a bidder shall list, in the space provided in Section 3.3, the names of proposed sub-contractors. A change in sub-contractors from this list will require permission in writing from the HRCE.
- j. Except as the specifications may be modified by Addenda, the successful Contractor will be held to furnish under this tender all work as specified.
- k. The Contractor shall indemnify and save harmless the HRCE, its employees and agents from any and all claims, demands, actions and costs whatsoever that may arise, directly or indirectly and whether by statute or otherwise, out of any act or omission of the Contractor, his employees and agencies in the performance by the Contractor of this Agreement.
- Property loss and/or damage that occurs during the course of work or caused by negligence on the Contractors part during the course of the work will be reported by HRCE Operations Services to the School Insurance Program (SIP) office. Adjusters may be assigned to manage restoration of damaged, defaced or stolen HRCE property. HRCE and/or its insurer reserve the right to assign management of restoration to the adjuster. The Contractor will be responsible for all costs to repair or replace any HRCE property, which has been damaged, defaced or stolen during the course of work.
- m. The contract is for a two (2) year term from **November 1**<sup>st</sup>, **2018 to April 30th**, **2020**, with two (2) one (1) year options for renewal at the sole discretion of the **HRCE**.
- n. Contractors are required to submit **FIRM PRICES FOR THE FIRST TWO YEARS OF THE CONTRACT.** Should the HRCE extend the contract for one (1) or (2) optional years, price increases will be negotiated with the HRCE and will not exceed the annual National Cost of Living Index (CPI) for the preceding contract year.
- o. If applicable, where the Tender Documents stipulate a particular product, written requests for substitutes will be considered by the HRCE up five (5) business days

before closing. Such requests <u>MUST</u> be accompanied by complete descriptive and technical information including MSDS so that a proper evaluation can be made. When a request for approval of a product is made, the HRCE may grant approval and will issue an Addendum to this effect to known bidders.

All products used in the course of this work are to be used, stored, and maintained as per the instructions written on the MSDS sheet.

# p. Right to Negotiate

HRCE may, in its sole discretion:

- a. Through the issuance by HRCE of its PO to the Bidder or Bidders, award to a Bidder or Bidders the Contract, based on its Tender, without further negotiation or documentation; or
- b. Award to a Bidder or Bidders the right to negotiate and finalize such further documentation as HRCE determines to be necessary or advisable. The entering into of such negotiation by HRCE will not fetter its discretion to award the Contract to other Bidders, not award any Contract, or otherwise under Section 1.2 (r) – HRCE Discretion.

# q. Unique Logistics

Completely describe how your Tender will respond to the unique logistics of each school or administrative site as set out in the Project Scope and fully describe, in the same manner, all items of equipment, service, and support you will provide to respond to those logistics and all pricing and other matters relating to them.

#### r. HRCE Discretion

The Bidder hereby acknowledges that:

- a. HRCE has the right to reject any or all Tenders for any reason, or to accept any tender which HRCE in its sole, unrestricted discretion deems most advantageous to it. The lowest, or any, Tender will not necessarily be accepted and HRCE has the unrestricted right to:
  - Accept any Tender, and in the event it only receives informal, non conforming or qualified Tenders with respect to this Tender, accept any such Tender, or
  - ii. Accept a Tender that is not the lowest price;
  - iii. Reject a Tender that is the lowest price even if it is the only tender received;
  - iv. Reject any Tender that contains any irregularities, informalities, conditions or qualifications;
  - v. Reject any Tender that is not accompanied by the required tender security

- documents;
- vi. Reject any Tender that is not properly signed by or on behalf of the Bidder;
- vii. Reject any Tender that contains an alteration in a quote that is not initialed by or on behalf of the Bidder;
- viii. Reject any Tender that is incomplete or ambiguous; or
- ix. Reject any Tender that does not strictly comply with other requirements contained in these instructions.
- x. The HRCE <u>WILL NOT</u> accept any bids to this Tender (or RFP) from any Contractor that has existing or pending litigation proceedings against the HRCE, its employees, or agents, or from any Contractor that has an ongoing dispute regarding a past or existing contract, bid or tender with the HRCE, its employees, or agents.
- b. HRCE reserves the right to consider, during the evaluation of Tenders:
  - i. Information provided in the Tender itself;
  - ii. Information received in response to enquiries of credit and industry references set out in the Tender;
  - iii. The manner in which the Bidder provides services to others;
  - iv. The experience and qualification of the Bidder;
  - v. The compliance of the Bidder to HRCE's requirements and specifications;
  - vi. Such alternate goods, services, terms or conditions that may be offered, whether such offer is contained in a Tender or otherwise,
  - vii. Splitting the Tender and Project Scope into multiple parts and accepting Tenders (or portions thereof) from more than one Bidder;
  - viii. Rejecting Bidder's recommendation of a Subcontractor or any other third party associated with the Tender and jointly along with the Bidder, determine alternate acceptable third parties;
  - ix. Any other consideration in HRCE's discretion.
- c. HRCE may rely upon the criteria it deems relevant, even if such criteria has not been disclosed to Bidder. By submitting a Tender, the Bidder acknowledges the HRCE's rights under this Section and absolutely waives any right or cause of action against HRCE and its employees, agents or Trustees by reason of HRCE's failure to accept the Tender submitted by the Bidder, whether such right or cause of action arises in contract, tort including negligence or otherwise.

# s. <u>Limitation of Liability</u>

Contractors, by submitting a bid to this Tender, agree not to claim damages, costs or expenses for whatever reason, relating in any way to this Tender and any resulting process (including without limitation any subsequent discussions or negotiations, if any, or in respect of any competitive process) and waive any and all claims against HRCE whatsoever, whether for costs, damages or expenses incurred by Bidder in preparing its Tender, in participating in this tender process (including

without limitation any subsequent discussion or negotiation, if any), loss of anticipated profit or any other matter whatsoever related to this tender and any resulting process, discussions or negotiations.

# 1.3 OTHER REQUIREMENTS

- a. The bidder <u>MUST</u> provide with the submitted tender document a certificate indicating the completion status of the Nova Scotia Construction Safety Association's Construction Safety Program or other safety audit program acceptable to Workers Compensation Board, including Nova Scotia Trucking Safety Association.
- b. The bidder <u>MUST</u> provide with the submitted tender document a letter showing they are in good standing with the Worker's Compensation Board.
- c. The bidder <u>MUST</u> provide with the submitted tender document a list of all equipment to be used during the term of this contract using the enclosed Schedule "D". The HRCE reserves the right to inspect equipment prior to tender award.
- d. The bidder <u>MUST</u> provide with the submitted tender document, an insurance certificate showing proof of:
  - a. Commercial General Liability insurance, including but not limited to, products liability and completed operations, contractual liability, owners and Contractors liability, attached machinery extensions, endorsement, independent Contractor, for a combined single limit of no less than \$5,000,000 per occurrence;
  - Commercial Auto Liability insurance covering all owned, non-owned and hired vehicles for a minimum combined single limit of \$2,000,000 per occurrence; and
  - c. It is also agreed that the above insurance coverage is primary.

Upon award, the bidder <u>MUST</u> secure and maintain the insurance as noted above at its expense during the term of the contract.

Upon award, the Halifax Regional Centre for Education <u>MUST</u> be named as "additionally insured" pertaining to the work for this project. Furthermore, Halifax Regional Centre for Education <u>MUST</u> receive at least thirty (30) days' notice of cancellation or modification of the above insurance. Bidders <u>MUST</u> at all times keep in force insurance as may be required.

It is the responsibility of the Contractor to provide HRCE with up to date copies of certificates from WCB, insurance companies, NS Construction Safety and/or Trucking Association. Failure to do so may result in cancellation of the contract between HRCE and the Contractor.

- e. The bidder <u>MUST</u> provide with the submitted tender document **Bid Security** in the amount of ten percent (10%) of the **CONTRACT PRICE FOR YEAR ONE (1)** in the form of a Certified Cheque payable to Halifax Regional Centre for Education, or a Bid Bond on an Owner approved bid form.
- f. The bidder <u>MUST</u> provide with the submitted tender document a completed copy of the attached safety plan information sheet. The Contractor prior to commencement of work <u>MUST</u> have a safety plan in place for use by the Contractor personnel regarding potential hazards and work practices specific to the site.
- g. The bidder <u>MUST</u> provide with the submitted tender document a copy of the vehicle service log form (Section 2(m).
- h. Bidders <u>MUST</u> include with their bid submission completed Part I of the site inspection form (Schedule "E") for each location to be included on their bid. The **SUCCESSFUL CONTRACTOR** for each family of schools <u>MUST</u> complete Part II of the site inspection form (Schedule "E") identifying existing damage and/or conditions of school buildings, grounds or equipment witnessed by the bidder as already existing OR deemed by the bidder to affect the ability to perform the scope of work as requested.
- i. Bidders are advised that, as per the Halifax Regional Centre for Education Tobacco Free Schools and Workplace Policy, the HRCE endorses and supports implementation of the Nova Scotia Smoke Free Places Act 2002, which prohibits tobacco possession for persons under the age of 19 and declares that persons <u>MUST NOT</u> smoke in schools, HRCE offices or on school grounds.

# 1.4 AMENDMENTS OR WITHDRAWAL OF TENDER PRIOR TO BID CLOSING

- a. Bids may be amended or withdrawn up to the tender closing date and time by Fax to 902-464-0161 or by written correspondence to Don Walpola, Buyer, 33 Spectacle Lake Drive, Dartmouth NS B3B 1X7.
- b. Clearly indicate in your correspondence whether this is an amendment or withdrawal and indicate the number and title of the tender. The amendment or withdrawal **MUST** be signed and submitted as indicated in Section 1.4 (a).

# 1.5 THE CONTRACT

- a. The Bidder hereby acknowledges that its bid constitutes a contract with HRCE, and the terms and conditions of this Tender and the bidder response (with the Tender taking precedence in the event of any inconsistency or conflict of terms) will govern such agreement. Such contract will remain binding upon Bidder until the earlier of:
  - a. Written notice from HRCE that the Bidder's Tender is rejected as unsatisfactory; or
  - b. Issuance by HRCE of its PO to the Bidder with respect to this Tender, pursuant to Section 1.2(p), and upon such issuance, the Bidder will be regarded as the Contractor hereunder; or
  - c. Execution of the Contract by both HRCE and the Bidder pursuant to Section 1.2(p); or
  - d. Written notice from HRCE that it has entered a Contract with a Contractor and that the Bidder has been unsuccessful under this Tender.
- b. The attached form of contract (Schedule "A") is a version that will be issued to or executed by the successful bidder pursuant to the terms and conditions of this Tender. It is not to be executed and returned by the bidder as part of its Tender response.
- c. The Contract between the Contractor and HRCE, if awarded, will include:
  - a. Such further documentation as may be negotiated and executed by the HRCE and the Contractor pursuant to Section 1.2(p); and
  - b. This Tender and all of its Schedules, including without limitation any PO issued by HRCE to the Contractor, and any revisions, amendments or additional documents made thereto, if any; and
  - c. The Tender, in its entirety and all promises made in the tender will be deemed covenants in the Contract and all information, representations and warranties made in the Tender will be deemed terms, representations and warranties of the Contract surviving the signing or issuance by HRCE of any additional or formal documents prepared by the HRCE.
- d. For the purposes of evaluation and interpretation of Tenders, in the case of conflicts, discrepancies, errors or omissions between this Tender and any documentation issued or executed pursuant to Section 1.5 (a), and the Tender, this Tender and such documentation will take precedence over the Bidder response.
- e. List separately any contractual terms which <u>MUST</u> be included as part of the Contract if awarded to you and which would be a condition to HRCE's acceptance of your bid.

f. List separately any contractual terms which you would like the HRCE to consider but which would not be a condition to the acceptance by the HRCE of your bid and which would only be part of the Contract with the HRCE with the specific further agreement of the HRCE.

# 2.0 SCOPE OF WORK

Provide Snow & Ice Maintenance Services on an as required basis to the HRCE for a two (2) year period commencing November 1, 2018 ending April 30, 2020, with an option for renewal for two (2) additional one (1) year terms at the sole discretion of the HRCE. Snow & ice maintenance outside of that period will be by request only and <u>MUST</u> be charged at the contract rate.

- a. Areas to be cleared and salted/sanded by the Contractor are:
  - school driveways; (\*see note below)
  - all paved and gravel parking areas;
  - all walkways and sidewalks that are HRCE responsibility;
  - all entrances and exits;
  - fire lanes, bus lanes, gravelled areas and paved areas around school buildings;
  - access lanes to oil/fuel fill, vent pipes, potable water fill pipes, garbage/recycling containers, fire hydrants, building mounted sprinkler fire department connections, storm drains and <u>any other areas as directed by the</u> <u>Coordinator, Property Services - Custodial – or designate</u>.

\*It is necessary that school driveways be kept open and accessible at all times in order to allow access by school buses, operations staff, service trucks, fire equipment, etc.

The Contractor will be responsible to back drag snow away from all entrances and exits.

b. The areas of responsibility for Snow and Ice Maintenance Services to be cleared and salted at each location may have changed from previous years contracts based on the description above due to a new scope of work OR changes to the grounds (fuel tank locations, curbs, etc.). The Successful Contractor MUST complete an annual site inspection prior to November 1 each year of the contract for the purpose of locating all fuel fill pipes, potable water fill pipes, garbage containers, gates, curbs, storm drains, ramps, light standards, sidewalks, shrubs, landscaping, building projections, etc. on each property and, where required, identify these items with temporary markers to avoid damage to school property.

c. HRCE is committed to reduce and minimize incidents of property damage and personal injuries such as slips and falls related to snow and ice on the properties. To this end we will be instructing site staff to ensure requests to Contractors for service are recorded in a snow services maintenance log. Salting/sanding <u>MUST</u> be applied effectively at the correct times and application rates, as conditions warrant.

Additionally, school staff and the Contractor's staff <u>MUST</u> submit damage incident forms to the Coordinator, Property Services - Custodial on the day of the incident or when the damage is discovered, using the Snow and Ice Maintenance Damage Incident Form designated Schedule "C" in these documents.

- d. Damage to property due to snow and ice maintenance (plowing, snow removal, salting) or other operations performed within the scope of the contract is the responsibility of the Contractor, and if repairs ARE NOT completed by the Contractor on or before April 30th of each year of the contract, the HRCE WILL NOT pay the 10% holdback invoice and will bill the Contractor for the remainder of the repairs if the repair costs exceed the 10% holdbacks. Contractors should note that continued business with the HRCE is dependent upon a Contractor's overall performance to the satisfaction of the HRCE.
- e. Any damages creating a safety risk <u>MUST</u> be repaired within eight (8) hours of notification to the Contractor.

If the Contractor is able to supply evidence that specific damage identified by the HRCE is not the responsibility of the Contractor, the Contractor <u>MUST</u> immediately submit written notice of explanation/evidence to the HRCE.

- f. Bid Pricing Requirements Contractors <u>MUST</u> submit a lump sum bid for total snowfall accumulation. Upon responding to this tender the successful bidder agrees to provide the above mentioned service for one price regardless of the number of occurrences involved, frequency of visits necessary or equipment required, including unlimited salting, sanding or other approved method of ice control.
- g. Failure to complete the work as described and defined in these documents may result in, warnings, penalties and/or cancellation of the contract. The Halifax Regional Centre for Education, Coordinator, Property Services Custodial or designate will notify the Contractor in writing of any concerns relating to the performance or administration of the contract stating a deadline for the Contractor to correct the concern. Note: similar infractions at more than one site will be considered as separate incidents.

Should the Contractor wish to dispute the claim of failure to complete the work, the Contractor will advise the Coordinator, Property Services - Custodial within 24 hours and will respond in writing with appropriate details and information to support the disputed facts of the claim. Depending upon the circumstances the HRCE may extend the deadline at the request of the Contractor. The HRCE will respond to the Contractor within 24 hours of receipt of the response from the Contractor.

If the concerns are not corrected within the deadline specified in the HRCE's notification letter to the satisfaction of the Halifax Regional Centre for Education, or the HRCE is not convinced of the validity of the details provided by the Contractor in their dispute of the claim, the HRCE, for the first occurrence, may issue a warning to the Contractor or, depending on the nature of the contract infraction, the HRCE may provide the Contractor with a contract cancellation letter outlining the reasons for cancellation. In the event that a warning is issued, any subsequent warnings for any failure to perform will result in a penalty fee, as per the following:

2<sup>nd</sup> warning \$500 for each separate incident 3<sup>rd</sup> warning \$750 for each separate incident 4<sup>th</sup> warning Termination of Contract

In the event of contract cancellation, the Halifax Regional Centre for Education will only be liable for payment of work ordered and performed prior to the date of notice.

- h. On school days, Contractors <u>MUST</u> have snow and ice maintenance (ploughing/sanding/salting) services completed at all sites so they are accessible, safe and ready for schools to open by 7:00 a.m. Since the amount of snow and ice conditions vary from school to school and region to region, it is the responsibility of the Contractor to check and monitor schools to ensure schools are completely ploughed, salted or sanded and ready for operation at 7:00 a.m. If schools are not serviced in the time required, the Contractor will be notified of failure to perform the work as noted in clause 7 above, and Contractors will be required and responsible to remove frozen snow and ice from all affected areas to ensure safe access by vehicles and pedestrians. Salt <u>MUST</u> be applied effectively at the correct times and application rates, as conditions warrant.
- i. On Storm Days, March Break, Christmas Break and Weekends when schools are closed for students, Contractors <u>MUST</u> have snow and ice maintenance, ploughing/sanding/salting services completed at all sites so they are accessible by 7:00 a.m. Since the amount of snow and ice conditions vary from school to school and region to region, it is the responsibility of the Contractor to check and monitor schools on a daily basis to ensure schools are completely ploughed, salted or

sanded and ready for operation at 8:00 a.m. If schools are not serviced in the time required, the Contractor will be notified of failure to perform the work as noted in clause 7 above and Contractors will be required and responsible to remove frozen snow and ice from all affected areas to ensure safe access by vehicles and pedestrians. Salt <u>MUST</u> be applied on a daily basis effectively at the correct times and application rates, as conditions warrant.

With the exception of school driveways and parking lots, school grounds <u>MUST NOT</u> be ploughed or salted while school is in session, unless specifically directed by an Operations Services representative, or HRCE school Principal, Vice Principal or Caretaker. Equipment Operators <u>are expected to use extreme caution</u> in the event students and or staff are accessing or leaving properties while driveways and parking lots are being serviced.

- j. Contractors are cautioned that due to special circumstances such as snow fall, runoff, melting/freezing conditions, topography, bussing, etc. some school sites may require multiple daily salting and/or ploughing. It is the Contractor's responsibility to become familiar with these circumstances prior to submitting bids and to provide the services in accordance with the specifications.
- k. It is the Contractor's responsibility to <u>monitor weather and site conditions</u> on a daily basis to determine when ploughing and salting /sanding should commence. Note that sanding and salting may be required at sites even after fine weather due to melting/freezing snow and ice. Salt <u>MUST</u> be applied on a daily basis, effectively at the correct times and application rates, as conditions warrant. There will be no substitute (crusher run) materials used in place of salt unless permission is received from the Coordinator, Property Services Custodial or designate.
- I. Due to the nature of the Halifax Regional Centre for Education operations, snow and ice maintenance at HRCE facilities <u>MUST</u> be the Contractor's highest priority. Contractors <u>MUST</u> agree that the HRCE is their prime client and agree to provide "Priority Service", which is defined as first priority snow and ice maintenance services above all other clients.
- m. Contractors and their sub-contractors must maintain a separate service log in every vehicle servicing HRCE sites. The vehicle operator must enter the date and start/end time at each HRCE location, and sign off at the end of each shift. The log must be available for viewing upon request from the Coordinator Custodial Services or designate. A sample service log form must be included with the tender/RFP submission.
- n. Contractors are advised that a number of schools have after-hour and weekend use that could be regular or infrequent, or scheduled on short notice. This after-hour use <u>MUST</u> be accommodated to the same degree as normal school use and

information pertaining to after-hour use will be passed on by email to the successful Contractors as it becomes available from the HRCE Facility Rentals Department.

For site specific information on after-hour use of schools, contact: Lynn Fleming at 464-2000 Ext #2018.

- o. The Snow and Ice Maintenance Contract covers snow clearing, salting and sanding. Equipment <u>MUST</u> be capable of relocating snow to the required perimeters and or moving snow to other areas of the property, allowing for full use of the facility. It is NOT ACCEPTABLE for snow to remain on areas required for use by the HRCE.
- p. Transporting snow away from the school grounds <u>MUST</u> be authorized in writing by the Coordinator, Property Services Custodial.
- q. Contractors <u>MUST</u> submit six (6) invoices of equal value (lump sum less the 10% holdback divided by 6) and a 7<sup>th</sup> Holdback Payment Invoice as follows:

1 <sup>st</sup>	November 1st	4 <sup>th</sup>	February 1st
2 <sup>nd</sup>	December 1st	5 <sup>th</sup>	March 1st
3 <sup>rd</sup>	January 1st	6 <sup>th</sup>	April 1st
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7<sup>th</sup> Holdback Payment Invoice (End of Season - no later than May 15<sup>th</sup> of each year.)

The 7<sup>th</sup> invoice for the 10% holdback <u>MUST</u> be submitted at the end of the season after any necessary repairs have been made.

In all instances this invoice <u>MUST</u> be received no later than May 15<sup>th</sup> in order to receive payment. The Halifax Regional Centre for Education reserves the right to hold back payment of the 7<sup>th</sup> invoice until the HRCE is satisfied that any damages caused by the Contractor have been repaired. The holdbacks will be released by the manager/assistant manager upon completion of all repairs to the satisfaction of the HRCE.

- r. The HRCE reserves the right to negotiate separate contracts with any number of Contractors as it deems required to meet the needs of the HRCE. The successful Contractors will be required to sign a service agreement similar to that proposed in this tender under Schedule "A".
- s. Contractors <u>MUST</u> include NS Construction Safety Certificate (Certificate of Recognition), Proof of \$5,000,000 General Liability Insurance and Proof of Good Standing with WCB, with bid forms.

Contractor <u>MUST</u> provide a list of employees with qualifications in section 3.4. Contractor <u>MUST</u> advise on the number of service vehicles and equipment available

using Schedule "D".

- t. HRCE reserves the right to add or delete school sites during the term of the contract.
  - Any additions or deletions of school sites will result in an increase or decrease
    in the annual lump sum payment for that family of schools, based on the
    average cost per school in that family of schools.
  - Any school added or deleted within the school year will be prorated.
  - New schools (open in September) will be added in the year they open.
  - **Lump Sum Annual Pricing** will be all-inclusive pricing, regardless of the snow accumulation measurement.
  - In the event of a permanent closure of an HRCE school or office building, the School HRCE reserves the right to cancel that portion of the contract by written notice to the Contractor and the HRCE will not be financially obligated to Contractors for snow and ice maintenance after the date stated in the written notice.
- u. Plot Plans for the school has been included in the tender package as Schedule "F" for additional information.
  - Contractors will **not** be responsible to service any HRM sidewalks that border school properties.
  - It is the contractor's responsibility to contact the appropriate Operations Supervisor (listing attached as Schedule "I") for clarification regarding the scope of work at any HRCE location. Extras to the contract as a result of the contractor's misunderstanding of the scope of work will not be considered by the HRCE.

# 2.1 SITE VISITS

Bidders will be deemed to have familiarized themselves with existing site and all other conditions which may affect performance of the Contract. No plea of ignorance of such conditions as a result of failure to make all necessary examinations and calculations will be accepted as a basis for any claims for extra compensation or an extension of time.

# 3.0 BY SUBMITTING A BID - BIDDER DECLARES

- a. That this tender was made without collusion or fraud.
- b. That the proposed work was carefully examined.
- c. That the bidder is familiar with local conditions.
- d. That contract documents and attachments were carefully examined.
- e. That all the above were taken into consideration in preparation of this tender.

# 3.1 BY SUBMITTING A BID - BIDDER AGREES

- a. To enter into a contract to supply all labour, material and equipment and to do all work necessary to complete the Work as described and specified herein for the prices indicated in Schedule "G" Bid Sheet
- b. That this tender is valid for acceptance for 90 days from the time of tender closing.
- c. That failure to enter into a formal contract and give specified documents within time required will constitute grounds for forfeiture of this agreement.
- d. That if certified cheque or bid bond is forfeited, the Owner will retain difference in money between amount of tender and amount for which owner legally contracts with another party to perform the work and will refund balance, if any, to bidder.
- e. I/WE certify that the company listed herein is in good standing with the City of Halifax and all Municipal, Provincial and Federal Tax Agencies. Failure to complete this certification and maintain this status will be cause for rejection of your tender and/or cancellation of any contractual undertaking with the HRCE. We further agree with and accept the terms set out in this tender document.

# 3.2 TENDER FORM

# **Halifax Regional Centre for Education**

# TENDER #3990 SNOW & ICE MAINTENANCE SERVICE

FIRM		
ADDRESS		
E-MAIL ADDRESS		
POSTAL CODE —	— PHONE —	FAX
NAME OF PERSON SIGNING FOR FIRM		
POSITION OF PERSON SIGNING FOR FII	RM	
I/WE, the undersigned, having carefull tender documents, and having read, ur form part of the tender documents, haccordance with the #3990 Snow & Ice tender.	nderstood, and accepte nereby offer to provid	ed the Conditions of the tender which e the materials and service in strict
I/WE, hereby agree that notification of prepaid post or fax or email and, if sent made on the date of mailing of such no	t by prepaid post, acce	
DATE		AUTHORIZED SIGNATURE

# 3.3 <u>REFERENCES</u>:

The Bidder <u>MUST</u> furnish particulars of at least three contracts successfully completed or currently being carried to completion. The projects quoted should preferably be approximate in nature to the Works now proposed for and be of comparable or greater size.

Contact Name & Phone #		Date	Contract Value
	from	to	

# 3.4 **SUB CONTRACTOR LIST**:

The Bidder <u>MUST</u> enter the name and address of each Sub-contractor used in making up this Tender and identify the Family of Schools to which each will be assigned.

Sub-Contractor	Family of Schools

# 3.5 **PROJECT PERSONNEL**:

The Bidder <u>MUST</u> include below the names, qualifications and previous experience of those people who will be directly involved with the project. The names will, for example, include foreman, superintendent and project engineer and/or project manager, labourers and trade staff.

Name	Position	Qualification/Experience

# **BIDDER'S CHECK LIST**

# The following documents $\underline{\textit{MUST}}$ be included with your Tender forms:

		Your specific plan for having schools ploughed and salted/sanded by 7:00 a.m.;	
		Your contingency plan for equipment break-down, employee absence and severe weather conditions;	
		The names and cell numbers of site foremen for queries from the HRCE's managers/assistant managers;	
		A copy of your Workers' Compensation Board Letter of Good Standing;	
		A copy of your letter of good standing from Nova Scotia Construction Safety Association OR Nova Scotia Trucking Safety Association;	
		A Certificate of Insurance;	
		Schedule "B" Project Safety Plan Outline for each Family of Schools;	
		Schedule "D" Vehicle & Equipment Listing;	
		Schedule "E" Site Inspection Form (Part I - for each building that is being bid);	
		Schedule "G" Bid forms by Family of Schools (hardcopy and electronic version);	
		Any addenda issued by the HRCE – sign and include the coversheet;	
		Bid Security $-$ 10% of the total Contract price (all families) of the first year as indicated in Section 1.3(e).	
Tİ	ne fo	llowing <u>MUST</u> be provided by the successful bidders after tender award:	
		Your company's safety plan;	
		Site Inspection Forms – Part II for each building;	
		Insurance certificate naming HRCE as "additionally insured" related to the work of this contract;	
		Service Log Form.	

# DO NOT RETURN SAMPLE CONTRACT WITH BID DOCUMENTS

# **SCHEDULE "A"**

# **SAMPLE AGREEMENT FOR SUPPLY OF SERVICES**

THIS AGREEMENT made the XX day of MONTH A.D. 2018.

**BETWEEN:** 

#### THE HALIFAX REGIONAL CENTRE FOR EDUCATION

(the "HRCE")

OF THE FIRST PART

- and -

# **CONTRACTOR'S NAME**

(the "Contractor")

OF THE SECOND PART

## **RECITALS**

WHEREAS the HRCE has analyzed its needs and requirements for **SNOW & ICE MAINTENANCE SERVICE – TENDER #3990**;

AND WHEREAS based on the HRCE's analysis, the HRCE prepared a detailed Tender setting out their needs and requirements (Tender #3990), a copy of which is incorporated and forms part of this agreement and is identified as Schedule "A" hereto.

AND WHEREAS the HRCE submitted the Tender to a number of companies capable of providing **SNOW & ICE MAINTENANCE SERVICE**;

AND WHEREAS *CONTRACTOR'S NAME* provided a detailed response to Tender #3990 (the "Response"), a copy of which is incorporated and forms part of this agreement and is identified as Schedule "B" hereto.

AND WHEREAS *CONTRACTOR'S NAME* in the Response made certain representations with respect to its capabilities.

NOW THEREFORE, in consideration of the mutual covenants contained in this Agreement, and such further valuable consideration, the sufficiency of which is acknowledged between the parties, the parties agree as follows:

#### **SCOPE OF WORK**

- 1.0 The services to be performed by the Contractor for the HRCE are outlined in the Scope of Work, of Tender #3990, a copy of which is attached to this Agreement as Appendix A.
- 1.1 The services outlined in Appendix A may be adjusted from time to time by mutual agreement between the HRCE and the Contractor.

# **TERM**

2.0 This Agreement shall be in effect from and including the 1<sup>st</sup> day of NOVEMBER, 2018 and shall continue until 30th day of APRIL 2020, with two (2) one (1) year options for renewal at the discretion of the HRCE, unless terminated or renewed in accordance with the terms of this Agreement.

# SATISFACTORY PERFORMANCE

3.0 The Contractor agrees to satisfactorily perform the services described in this Agreement and to provide such written reports on the services performed as may be required by the HRCE from time to time in a competent and a professional manner to the satisfaction of the HRCE, with it being understood that such satisfactory performance shall be evaluated in the sole discretion and judgement of the HRCE.

# **PAYMENT PROCEDURE**

- 4.0 Invoices shall be submitted by the Contractor to: *Coordinator, Property Services Custodial, Halifax Regional Centre for Education, 33 Spectacle Lake Drive, DARTMOUTH NS B3B 1X7.*
- 4.1 Upon determining that the work evidences completion by the Contractor of the portion of the Agreement to which the invoice relates, the HRCE shall cause the invoice to be paid.

# WITHHOLDING PAYMENT

- 5.0 The HRCE shall be entitled to withhold payment to the Contractor:
  - Where there is unsatisfactory performance of the services to be performed by the
     Contractor as described under articles 1.0, 3.0 and 5.0 of this Agreement;
  - b. For any portion of the invoice which the HRCE disputes;
  - c. To the extent necessary to protect the HRCE in respect of any liability for amounts required to be paid by the Contractor pursuant to articles 8.0, 8.1, 9.0, 9.1, 9.2, 10.0, 10.1, 10.2 and 10.3 if there is a reasonable probability that such amounts or claims may be assessed or made against the HRCE; and
  - d. As provided in article 11.1.
- 5.1 In the event of there being unsatisfactory performance by the Contractor, then the HRCE shall notify the Contractor of the circumstances surrounding the unsatisfactory performance of the services rendered and the Contractor shall correct, complete and remedy all such deficiencies relating to the unsatisfactory performance of the services to be rendered within ten (10) days written notice having been given to the Contractor by the HRCE of such deficiencies.

#### **EXPENSES**

6.0 All expenses of every nature and kind incurred in the performance of the services outlined in this Agreement shall be borne directly and solely by the Contractor inclusive of all costs incurred by the Contractor in hiring other employees to perform the services under this Agreement.

#### INDEPENDENT CONTRACTOR

- 7.0 The HRCE and the Contractor agree that the Contractor is an independent contractor and not an employee of the HRCE, nor is the Contractor a partner with the HRCE.
- 7.1 The HRCE and the Contractor agree that any personnel supplied by the Contractor to the HRCE shall be considered employees of the Contractor and not employees of the HRCE.

#### **WORKERS' COMPENSATION AND OTHER CONTRIBUTIONS**

- 8.0 The Contractor shall pay or cause to be paid any assessment or contribution required to be paid by the Contractor in conjunction with the performance of the services to be rendered under this Agreement pursuant to the *Workers' Compensation Act* (Nova Scotia) and shall indemnify the HRCE for any amounts assessed against and paid by the HRCE as a result of the failure by the Contractor to comply with the provisions of this article or the *Workers' Compensation Act*.
- 8.1 The Contractor shall be responsible to deduct from the payments received from the HRCE, the amount, if any, of the Contractor's required contributions to the Canada Pension Plan, Canadian Revenue Agency and the Employment Insurance Commission.

# **TAXES**

- 9.0 The Contractor shall pay and be responsible for all forms of municipal, provincial and federal income tax as may be applicable in the performance of the services to be rendered under this Agreement and for all other taxes of a similar or dissimilar nature.
- 9.1 The HRCE shall have an obligation to pay the goods and services tax on invoices submitted pursuant to article 4.0 unless the Contractor provides identification of its goods and services tax registration number on the respective invoice and identifies the total amount of goods and services tax on the invoice.
- 9.2 In the event that the Contractor does not invoice the HRCE for the goods and services tax, the Contractor shall indicate on the invoice the basis upon which the Contractor is exempt from the obligation to collect and remit the goods and services tax.

# **INSURANCE**

- 10.0 The Contractor agrees to obtain and maintain, for the duration of this Agreement, comprehensive general liability insurance in an amount not less than \$5,000,000.00, insuring against bodily injury, personal injury and property damage, including loss of use of such property.
- 10.1 The Contractor agrees to obtain and maintain, for the duration of this Agreement,
  Professional Liability Insurance (Errors and Omissions) insurance in an amount not less than
  \$2,000,000.00 (FOR CONSULTANTS ONLY)
- 10.2 Where applicable, Automobile public liability and property damage insurance in an amount not less than Two Million Dollars (\$2,000,000) all inclusive covering the ownership, use and operation of any motor vehicles and trailers which are owned, leased or controlled by the Proponent and used in connection with this Contract.

- 10.3 Such insurance shall include blanket contractual liability.
- 10.4 Evidence of such insurance in a form acceptable to the HRCE shall be provided to the HRCE prior to the date of the commencement of this Agreement.
- 10.5 In the event of default on the part of the Contractor to provide the above mentioned insurance prior to the commencement of the term of this Agreement, then the Contractor shall be liable to the HRCE, and shall indemnify and save harmless the HRCE for any costs that may be incurred as identified under article 11.

# **INDEMNIFICATION**

- 11.0 The HRCE shall indemnify and save harmless the Contractor, its employees and agents from any and all claims, demands, actions and costs whatsoever that may arise, directly or indirectly and whether by statute or otherwise, out of any act or omission of the HRCE, its employees and agencies in the performance by the HRCE of this Agreement.
- 11.1 The Contractor shall indemnify and save harmless the HRCE, its employees and agents from any and all claims, demands, actions and costs whatsoever that may arise, directly or indirectly and whether by statute or otherwise, out of any act or omission of the Contractor, his employees and agencies in the performance by the Contractor of this Agreement.
- 11.2 The above indemnification shall survive the termination of this Agreement.
- 11.3 If any third party proceedings are commenced in any court against either the HRCE or the Contractor in respect of any matter covered by the terms of this Agreement, then such party against whom the proceedings are commenced shall immediately provide notice in writing to the other party of such proceedings.

# **TERMINATION**

- 12.0 This agreement may be terminated by the HRCE at any time during the term, in whole or in part, in HRCE's sole discretion without cause or liability to Contractor, by HRCE providing to Contractor at least ninety (90) days prior written notice of such termination. Such notice shall specify both the scope and the effective date of such termination.
- 12.1 In the event that the Contractor is incapacitated or there is some other cause which may prevent the Contractor from performing the services prescribed or referred to in this Agreement, the determination of which shall be in the sole discretion of the HRCE, then the HRCE may terminate this Agreement immediately by way of providing written notice to the Contractor in which case, the HRCE shall be under no obligation to the Contractor except to pay such compensation as the Contractor may be entitled to receive up to the time of such termination.
- 12.2 In the event of the lack of satisfactory performance by the Contractor of the services prescribed or referred to in this Agreement, the determination of which shall be in the sole discretion of the HRCE and which shall be subject to the terms set forth under articles 5.0 and 5.1 of this Agreement, then the HRCE may terminate this Agreement immediately upon providing written notice to the Contractor where there has not been a satisfactory correction, completion, or remedy of the deficiency within the ten (10) days set forth under article 5.1, with the HRCE being under no further obligation to the Contractor except to pay such compensation as the Contractor may be entitled to receive up to the time of such termination.
- 12.3 In the event that the services provided by the Contractor under this Agreement cannot be performed due to a labour dispute, strike, or lockout which affects directly or indirectly the HRCE's operations, the Director of the department affected by this agreement shall give to the Contractor at least 24 hours written notice by facsimile, sent to the facsimile number given by the Contractor in this Agreement, of the HRCE's intent to suspend services under this Agreement and the effective date of suspension of services. Such written notice shall be deemed sufficient.

- 12.4 After the suspension of services, in the event that the HRCE wishes to resume the performance of services under this Agreement in the future during the term of this Agreement, the HRCE will give the Contractor written notice of resumption of services, the effective date to be no sooner than five (5) working days from the date of the notice of resumption of services, or such shorter period upon which the parties then may agree, for a term equivalent to the number of days remaining in the term of this Agreement together with the number of days of the suspension of services, or such shorter period as the parties may then agree. In the event that the Contractor cannot resume services in accordance with the notice of resumption of services, this contract will be terminated forthwith.
- 12.5 Notwithstanding the next preceding Article, the HRCE shall not be bound by anything contained herein until the Agreement is executed by all of the parties.

# **Dispute Resolution**

Arbitration:

- 13.0 By written notice by one party to the other (a "Notice of Arbitration"), all disputes arising out of this Agreement, including its interpretation, must be submitted to binding arbitration in accordance with the provisions of the Commercial Arbitration Act (Nova Scotia), subject to the following:
  - a. The arbitration panel will consist of one arbitrator. If the parties fail to reach agreement on the selection of the arbitrator within 10 days following delivery of the Notice of Arbitration, any party may apply to The Supreme Court of Nova Scotia to appoint the arbitrator. The arbitrator will be qualified by education, training and industry experience to rule upon the particular dispute to be resolved.
  - b. The arbitrator will be instructed that time is of the essence in the arbitration proceeding and, in any event, the arbitration award must be made within 90 days of the submission of the dispute to arbitration and within 15 days of the conclusion of any hearing, or if there is no hearing, within 15 days of the delivery of written

submissions.

- c. The arbitration will take place in Halifax, Nova Scotia or such place as the parties may agree and will be conducted in the English language.
- d. The arbitration award will be given in writing and will be final and binding on the parties. The award will give reasons and will deal with the question of costs of the arbitration and all related matters.
- e. The parties will keep all matters relating to the arbitration strictly confidential. The existence of the proceeding and any element of it (including any pleadings, briefs or other documents submitted or exchanged, any testimony or other oral submission in any award) will not be disclosed except to the arbitrator, the parties, their counsel and any person necessary to the conduct of the proceeding, except as may be required by law or as may be lawfully required in judicial proceedings relating to the arbitration.

#### **CONFIDENTIALITY AND OWNERSHIP OF PROPERTY**

- 14.0 All pertinent resources, information, material and papers prepared or provided by the Contractor for the HRCE in the performance of this Agreement, shall be the sole property of the HRCE.
- 14.1 As part of the consideration required of the Contractor under this Agreement, the Contractor agrees not to, at any time either during the term of this Agreement or any time after the termination of this Agreement, divulge to any person, firm or corporation any information received during the course of providing services and further agrees that all such information shall be kept strictly confidential and shall not in any manner be revealed to any person without the prior written authorization of the HRCE.

# **COMPLIANCE WITH LAWS AND POLICIES**

- 15.0 In performing the services under the terms of this Agreement, the Contractor and its employees shall comply with all of the HRCE's policies and regulations, and as well, applicable laws, ordinances, codes and regulations of all other jurisdictions having or asserting jurisdiction over the services to be performed under the terms of this Agreement.
- 15.1 If unfamiliar with HRCE policies and regulations, the Contractor shall request, review and abide by all pertinent HRCE policies and regulations, including but not limited to, the Code of Conduct expected of employees of the HRCE.

# **NON-ASSIGNABILITY**

16.0 The Contractor agrees not to assign, transfer, or convey, pledge or encumber this Agreement or the right, title or interest in it, or the power to execute this Agreement, or any monies due or to become due under it, without the consent in writing of the HRCE.

# **INCONSISTENCY**

17.0 In the event that any term of this Agreement is inconsistent with or in violation of any provision of any law of the Province of Nova Scotia or the Dominion of Canada, then this Agreement is deemed to be amended to the extent required to avoid such inconsistency or illegality and, if any term of this Agreement is annulled, the remainder of this Agreement shall remain in full force and effect.

## **NOTICE**

All notices, requests, demands or other communications required or permitted to be given by one party to another shall be given in writing and be personally served or delivered by prepaid registered mail addressed to such other party or delivered to such other party as follows:

To the HRCE at:

Marie Fagan, Coordinator, Property Services - Custodial
Halifax Regional Centre for Education
33 Spectacle Lake Drive
DARTMOUTH NS B3B 1X7

To the Contractor at:	:
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- 18.1 Any notice, request, demand or other communication given by prepaid registered mail shall be deemed to have been received on the fourth business day following the date on which the notice was mailed.
- 18.2 In the event of a disruption or threatened disruption of regular mail services by strike or threatened strike, all notices shall be deemed to have been duly given if personally delivered at the above addresses.

# **SUCCESSORS**

19.0 This Agreement shall enure to the benefit of and be binding upon, the parties to this Agreement, and their respective heirs, executors, successors and assigns. IN WITNESS WHEREOF the parties have executed this agreement as of the day and year first above written. **CONTRACTOR'S NAME** Signing Authority Name Date Witness HALIFAX REGIONAL CENTRE FOR EDUCATION Marie Fagan, Coordinator, Property Services, Custodial Date Witness

# **CONTRACT SCHEDULE A**

# HRCE TENDER/DOCUMENT

(PROVIDED TO ALL BIDDERS AND ON FILE BY TENDER NUMBER AT HRCE PURCHASING DIVISION)

# **CONTRACT SCHEDULE B**

# **CONTRACTOR'S BID RESPONSE TO TENDER**

(ON FILE BY TENDER NUMBER AT HRCE PURCHASING DIVISION)

# HALIFAX REGIONAL CENTRE FOR EDUCATION

# SCHEDULE "B"

# **Project Safety Plan Outline**

During the planning of each project, environmental and occupational health and safety issues will be assessed like any other key project component.

Prior to beginning a new project, tendering Contractors <u>MUST</u> examine the work area to identify potentially hazardous site specific situations.

Once identified, these hazards should be prioritized on this Hazard Assessments/Project Safety Plan Outline and corrective *actions* noted to eliminate or control each hazard. The dates of when and names of the persons who are responsible for completing the *action* should also be assigned.

Copies of the completed Safety Plan Outline <u>MUST</u> be submitted as part of the tender document submittal, sent to the HRCE Operations Services Coordinator-Custodial Services, made available on the job site and communicated to the workers.

Project Name:	
Project Location: _	
Project Start date:	
Project End date:	
Company Name: _	
Completed by:	
. ,	(Contractor's project manager)
Date:	
Copy to:	

Ρ	LA	۱۷	11	V١	N	G	
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Does the Contractor's Occupa	tional Health ar	nd Safety Progran	า deal v	vith the work activities
associated with this project?	Yes		No	
Decembe to also to be a made whele				
Describe tasks to be undertak	en:			

#### **HAZARDS ASSESSMENT:**

Identify the hazards that could present themselves on this project (e.g. live electrical wires, over water, confined space, etc) and describe what steps will be taken to prevent an incident (e.g. cover up, de-energize, safe work practices, netting, etc). Prioritize from #1 as needing immediate action.

#	Hazard	Required Action	Completed by	Date
1				
_				
2				
3				
4				
5				
6				
7				
8				
9				
10				

#### **ENVIRONMENTAL ASSESSMENT:**

Identify the environmental issues that could present themselves on this project (e.g. oil spills, asbestos, etc.) and describe the action that will betaken to eliminate or reduce the risk of occurrence (e.g. mop kits, air sampling, etc.)

#	Hazard	Required Action	Completed by	Date
1				
2				
3				
4				
5				

#### **EMERGENCY RESPONSE:**

In the event of an incident, pre-plan the response and write up the procedures. Minimally, the following list should be completed and posted on site:

	•		-
Contact	Phone #	Contact	Phone #
Fire	911	Poison Control	428-8161
Ambulance	911	Dangerous Goods	1-800-565-1633
Doctor	911	Waste Disposal	
Police	911	Insurance	
HRCE Office	493-5110	Min/Dept of Labour	1-800-952-2687
Min./Dept.of Tran	sport.	Min/Dept of Environm	nent 1-800-565-1633

•	Identify and arrange source of first aid, ambulance and rescue.
•	Accidents will be reported to:
•	Accidents will be investigated by:
	Back-up call to:

■ HRCE # emergency/after hours: <u>day 493-5110</u> after 4:00 pm 442-2476

#### **SAFETY MEETINGS:**

	s project, given the nature of the work and the anticipated size of the work force, the ng frequency will apply:
	Site meetings
	Site Audits
	Follow up with HRCE Coordinator:
SITE IN	IPLEMENTATION:
•	Health and Safety Rep & Safety Committee: Establish liaison between HRCE, Contractor, site administration First Aid, PPE, other safety items as required.
•	Documentation:    Applicable MSDS    Safety program    Applicable work procedures    Permits    First Aid Certification
TRAINI	ING:
The fol	llowing training/testing will be <u>MANDATORY</u> on site:
1)	
2)	
3)	

## HALIFAX REGIONAL CENTRE FOR EDUCATION

#### SCHEDULE "C"

# **Snow Plow Damage Incident Report Form**

<u>This form is to be completed and faxed to the Coordinator, Property Services - Custodial and the snow and ice maintenance Contractor assigned to service your school immediately after discovery of damage to the building or grounds that occurs as a result of snow plowing operations.</u>

TO:

<u></u>			
Coordinator, Property Se	rvices - Custodial	Fax #:	467-5581
Contractor Name:		Fax #:	
FROM:			
School Name:			
	by):		
Date of Incident:			
Date reported:			
Location of damage on si	te:		
Description of damage:			

# **PLEASE PRINT**

# SCHEDULE "D"

# **VEHICLE & EQUIPMENT LISTING**

Type of Equipment	# of Po

#### SCHEDULE "E"

#### HALIFAX REGIONAL CENTRE FOR EDUCATION

# Snow & Ice Maintenance Services Tender SITE INSPECTION FORM

# PART I (Complete and Return with Bid Forms)

PART I OF THIS FORM MUST BE COMPLETED BY AN AUTHORIZED CONTRACTOR REPRESENTATIVE AND MUST BE SUBMITTED WITH THE TENDER BID SUBMISSION FOR SNOW & ICE MAINTENANCE SERVICE.

BY SIGNING BELOW YOU ARE CONFIRMING THAT YOU HAVE VISITED THE SITE TO FAMILIARIZE YOURSELF WITH THE AREA(S) TO BE SERVICED.

PLEASE COMPLETE ONE FORM FOR	EACH SCHOOL/BUILDING (Please Print)
School/Building Name:	
Completed by:	
Date of Report:	
Signature	Date
PART II (Successful Contrac	ctors)
CONCERNS FOR EACH LOCATION IN	COMPLETE PART II NOTING SITE DAMAGE AND/OR SPECIFIC EACH FAMILY OF SCHOOLS, INCLUDING A DESCRIPTION AND MAGE AND/OR CONCERN, WITHIN ONE WEEK OF TENDER MIT DIGITAL PICTURES:

#3990 Snow & Ice Maintenance Page 42

**Date** 

Signature

## SCHEDULE "F"

# HALIFAX REGIONAL CENTRE FOR EDUCATION

# **Operations Services**

# **SNOW & ICE MAINTENANCE EXTRA BILLING REQUEST SHEET**

Contractor:	FAX number:
то:	HRCE Custodial Supervisor Fax:
FROM:	School & contact person:
DATE:	
RE:	SNOW & ICE MAINTENANCE REQUEST
Cc:	Regional Manager-Operations Services Department
of the services ro that will result in Coordinator, Pro	st is not an approval for extra billing. The required work <u>MUST</u> be performed as part equired to meet the snow & ice maintenance contract service agreement. Any work additional billing above the current service agreement <u>MUST</u> be approved by the eperty Services - Custodial.
Details of reque	st stating exact nature and location of work required:

## SCHEDULE G - BID SHEET

Island View High S	cnooi					
School Name	School Address	Region	2018/2019 FIXED PRICE	2019/2020 FIXED PRICE	OPTIONAL YEAR 1 2020-2021 FIXED PRICE	OPTIONAL YEAR 2 2021/2022 FIXED PRICE
Island View High School	1853 Caldwell Road	Eastern Passage				
TOTAL ANNUAL COST			\$ -	\$ -	\$ -	\$ -
Company Name						













