



**DISTRICT OF WELLS  
SNOW REMOVAL TENDER AND CONTRACT DOCUMENTS  
SCOPE OF WORK**

The work under this contract involves the removal of snow from or adjacent to specified civic properties and utilities. The Contractor will normally be directed by the District to undertake this work following a snowfall and will be required to coordinate the work to immediately follow upon the completion of snow clearing operations on District streets by the District's road maintenance contractor. This contract will commence on October 1, 2018 and will terminate on June 30, 2020.

The following are the specific items of work which are detailed in Article 12 of the Contract Conditions:

**Removal of snow accumulations from the following locations:**

1. Town Hall
2. Pump House on Ski Hill Road and Sewer Lift Station on Dawson St.
- 3 Wells/Barkerville Community School
4. Community Hall
5. Sewer Lagoons service road and site off Hardscrabble Road
6. Fire Hydrants at 21 locations
7. Fire Hall

The District expressly reserves the right to negotiate an increase or decrease in the work with the Contractor during the term of the contract provided such changes do not materially change the intent of the basic contract.

**TENDER CONDITIONS**

**ARTICLE T1 – TENDER SUBMISSION**

**Sealed tenders clearly marked as "TENDER FOR SNOW REMOVAL CONTRACT" will be received at the District of Wells Municipal Hall office at 4243 Sanders Ave. in Wells, B.C. up to 10:00 AM local time, Thursday, September 20, 2018. At that time and place tenders will be opened in public.**

**Tenders shall be submitted on the form supplied and shall be signed by a duly authorized representative of the company or owner.**

**The District may award this contract to the bidder who submits the lowest tendered price as calculated by the process detailed in Article T2 who complies with all specifications. The District, however, reserves the right to reject any or all tenders.**

**ARTICLE T2 –CALCULATION OF TENDERED BID TOTAL**

The successful Tender will be based on the lowest overall cost to the District for the services requested. To compare tenders a “Tendered Bid Sum” shall be calculated to incorporate the relative frequency of each snow removal Task into the submitted pricing. The multipliers in the calculation were derived from the records previous snow seasons. The calculation of the Tendered Bid Sum shall be as follows:

TASK # Tendered Cost Frequency Adjusted Rate  
per Round Multiplier

#1	\$ _____	X 8 =	\$ _____
#2	\$ _____	X 4 =	\$ _____
#3	\$ _____	X 5 =	\$ _____
#4	\$ _____	X 1 =	\$ _____
#5	\$ _____	X 3 =	\$ _____
#6	\$ _____	X 2 =	\$ _____
#7	\$ _____	X 9 =	\$ _____
Sum of Adj. Rates = \$		<b>Tendered Bid Sum</b>	

**ARTICLE T3 –GENERAL INFORMATION ON TENDER**

This is a unit price contract; the amount to be paid to the Contractor will be the product of the number of authorized Rounds completed of each specific task of snow removal during the Contract period and the unit price as bid.

The unit prices submitted for this contract must be firm until June 30, 2020 and **should not** include the Goods and Services Tax (GST) or Provincial Sales Tax (PST).

**ARTICLE T4 -TENDER AWARD**

It is the intent of this tender that a signed Contract be in place and a Contractor be available to undertake the work by October 1, 2018.

**CONTRACT CONDITIONS**

## **ARTICLE 1 - DEFINITION OF TERMS**

**"BIDDER"** shall mean the individual, firm, co-partnership or corporation, or combination thereof, submitting a tender for the work contemplated and acting directly or through a duly authorized representative.

**"DISTRICT"** named in the Contract Agreement as the **"PARTY OF THE SECOND PART"** shall mean the District of Wells, BC represented by the duly elected Council or by Committee or by any official duly authorized to act for the District in respect of the work specified in the Contract Documents.

**"CONTRACT DOCUMENTS" or 'CONTRACT"** shall mean the written agreement between the District and the Contractor covering the performance of the work and include the complete set of Documents as listed in Article 3 of the Contract Agreement and any addenda or revisions thereto that may from time to time be issued by the District.

**"CONTRACTOR"** shall mean and include irrespective of sex or number of party or parties of the first part as named in the Contract Agreement the individual, firm, co-partnership, corporation and his, their, or its heirs, executors, administrators, successors, and assigns, or the lawful agent of any such individual, firm, partnership, covenanter or corporation constituting one of the principals the Contract and undertaking to perform the work herein specified. Where any pronoun is used, as referring to the word "Contractor" it shall mean the Contractor as defined above.

**"ONE ROUND"** shall be defined as the completion of snow removal operations at all locations specified for a particular Task following a notification to proceed with that Task by the District.

**"TASK"** shall mean a grouping of snow removal operations as identified and described in Article 12 of the Contract Conditions.

**"TENDER"** shall mean the written offer, or copy thereof, of the Bidder to perform the work specified by the District in the Contract Documents, properly signed and guaranteed.

**"WORK" or "WORKS"** shall, unless the content otherwise requires, mean and include in its entirety the furnishing of labour, materials, tools, equipment, delivery matters and things required to be done, furnished and performed by the Contractor in or under this Contract, including all alterations, amendments or extensions thereto made by Contract change order or other written orders of the District.

The words "shall", "may", "herein", "person", "writings", or "written", and words used in the singular number of the masculine gender, or the converse, shall have the meaning and effect given thereto, respectively, in the Interpretation Act of British Columbia.

Words, phrases, and abbreviations that have a well known technical or trade name shall have that meaning in the Contract Documents.

## **ARTICLE 2 - AWARD AND EXECUTION OF CONTRACT**

The District shall, following receipt of an acceptable tender, issue in writing a "Notice of Award" to the successful bidder. This notice will be given as soon as possible following the closing of tenders.

Within seven (7) days after notification of award of Contract, the Bidder to whom the award is made shall execute and return the Contract to the District in the required number of copies, and, before commencing the contract, shall furnish insurance to the District in accordance with Article 3 of this agreement. He shall also supply the District with his Goods and Services Tax registration number, unless he has already done so on the appropriate line in the Contract Tender Form.

## **ARTICLE 3 –EQUIPMENT INSURANCE**

The Contractor shall provide and maintain liability insurance subject to limits of not less than two million dollars (\$2,000,000.00) inclusive in respect of owned licensed equipment to be utilized for the work.

## **ARTICLE 4 - WORKERS' COMPENSATION**

The Contractor shall abide by all provisions of the Workers' Compensation Act of British Columbia, and upon request by the District supply proof that all assessments have been paid.

## **ARTICLE 5 - INDEMNITY**

Notwithstanding the providing of insurance coverage by the Bidder, the Bidder hereby agrees to indemnify and save harmless the District, its officers, agents, servants and employees and each of them from and against all claims, demands, losses, costs, damages, actions, suits or proceedings by whomever made, brought or prosecuted and in any manner based upon, arising out, related to, occasioned by or attributable to the activities of the Bidders, its servants, agents, sub-contractors and sub-subcontractors, in providing the services and performing the work of this Contract, excepting always liability arising solely out of the negligent act or omission of the District.

## **ARTICLE 6 – NOTIFICATION AND TIME LIMITS**

The Contractor shall undertake Tasks as and when specified by the District and the Contractor shall complete them in an expedient manner.

## **ARTICLE 7 - PERMITS, REGULATIONS AND ROYALTIES**

The Contractor shall, at his own expense, procure all permits, certificates and licenses required by law for the execution of the work.

All Municipal Bylaws of the District and regulations and laws of the Province of British Columbia shall become part of the Contract and be complied with in the performance of all portions of the work.

#### **ARTICLE 8 - TERMINATION OF CONTRACT**

The District is in the first instance, the interpreter of the Contract and the judge of its performance. Orders or instructions given to the Contractor by the District shall be consistent with specifications or be reasonably inferable there from and shall be obeyed, performed and complied with promptly, efficiently and to the satisfaction of the District.

In the event that the Contractor's services are unsatisfactory for any reason, including but not limited to poor service, carelessness resulting in damage, improper snow storage, or failure to maintain sufficient equipment or competent personnel, the District shall advise the Contractor in writing of the problem and the Contractor shall take immediate steps to correct the situation. In the event that the problem is not corrected following written notification, the District reserves the right to cancel the Contract by giving written notice to the Contractor. The Contractor agrees that termination of the contract under such circumstances shall not furnish grounds to the Contractor for claiming compensation, and furthermore shall not release the Contractor from damages or liability resulting from his actions.

Although it is the intent of the Contract that it shall remain in effect until June 30, 2020, in the event that both parties to this contract agree in writing, the contract may be terminated before June 30, 2020.

#### **ARTICLE 9 - GOODS AND SERVICES TAX /HARMONIZED SALES TAX**

The successful Contractor will be required to indicate his tax registration number and to itemize the appropriate taxes on all invoices submitted to the District.

#### **ARTICLE 10 - EQUIPMENT**

The equipment used for the work shall be capable of clearing and removing snowfalls from the specified areas as well as removing snow windrows resulting from the plowing of municipal streets.

#### **ARTICLE 11 - MEASUREMENT AND PAYMENT**

The unit of measurement for the purpose of this Contract shall be a completed round of snow removal for a particular "Task". One round is defined as the completion of snow removal operations at all locations specified in the contract for that particular "Task" following a notification to proceed by the District. **Not all Tasks are done after each snowfall, consequently all work billed by the Contractor to the District must be pre-authorized for each snowfall.** Should a continuous snowfall require the District to instruct the Contractor to undertake additional rounds of removal in areas cleared previously during the same storm,

each such additional round will be considered as a new round of clearing for that "Task" for payment purposes under this contract.

Payment to the Contractor will be made on a monthly basis. The Contractor shall submit a monthly billing to the District of Wells summarizing the number of rounds completed for each contract "Task" with dates and costs. The bill will be subject to the review and approval of the District before payment is made.

## **ARTICLE 12- SNOW REMOVAL TASKS**

Each Task below comprises a grouping of related snow removal operations that are normally carried out at the same time and under the same conditions. Payment shall be made on the basis of the completion of all work (completing a round) detailed for the specific Task at the rate tendered for that Task by the Contractor. Each Task specifies a location for snow storage. It is the Contractors responsibility to manage the placement of snow so as to maximize full winter season snow storage capacity for each specified snow storage site. Costs for all work associated with maintaining the specified snow storage areas are to be incorporated into the unit pricing for the associated Task.

<b>TASK</b>	<b>DETAIL</b>	<b>NOTES</b>
<b>#1</b>		
<b>Community Hall (Library entrance)</b>		Clear the Town Hall Parking Lot and open street and lane entrances including the areas in front of the snowmobile shed and between the Town Hall and the generator shed. Clear the windrow at the rear Community Hall entrance and the access to the propane tank.
<b>Town Hall</b>		Remove all cleared snow from the Town Hall and Community Hall to the vacant lot behind and across the lane from the Wells Community Hall.
(Normally undertaken before 8 AM on weekdays when buildings are open)		Clear the Sanders Ave. frontage of Town Hall including snow windrows and open the windrow at the Sanders Ave. Community Hall Entrance. Remove snow from both locations to vacant lot north of Community Hall.

**#2**  
**Pump House on Ski Hill Road**  
**Sewer Lift Station on Dawson St.**  
(Normally undertaken when snow accumulations exceed 15 cm. or more)

Clear the east side of the Pump House enclosure (gate access side) and the adjacent street snow windrow and push snow to the north into the open area north of the enclosure.

Clear the area in front of the Lift Station kiosk (electrical service) and Lift Station building between road and structures and the adjacent street snow windrows. Push snow to the rear of the Lift Station site.

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**#3**  
**School**  
(Normally undertaken on weekdays or when building is in use following a snowstorm either in early morning before school starts or in late afternoon after school is out.)

Clear the School parking lot from the road to the school building and from the oil tank enclosure to south of the building edge. Remove snow windrows along the parking lot street frontage. Clear a lane adjacent to the building from the parking lot to the rear emergency exits and clear the exits. Clear the Dawson Street access to the School and remove the street snow windrow. All snow from the School to be stored on the school site.

**#4**  
**Community Hall Frontage**  
(Undertaken as needed for events at Hall)

Clear the full Sanders Ave. frontage of Community Hall including front emergency exits and all snow windrows. Remove snow to vacant lot north of Community Hall.

**#5**  
**Sewer Lagoons off Hardscrabble Road**  
(Normally undertaken when snow accumulations exceed 15 cm. or more)

Open and clear the service road from Hardscrabble Road to the Sewer Lift Station gate. Clear the area within the station compound from the south entrance gate to the north perimeter fence including areas adjacent to building entrances. All snow to be removed for storage outside of north perimeter fence (north gate).

**#6**  
**Fire Hydrants**  
(Normally undertaken when snow accumulations exceed 15 cm. or more)

Following street plowing, remove snow windrows blocking Fire Hydrant access and remove snow from area approximately 2 meters around each Hydrant at 22 locations. Clear snow to within 0.5 meters of hydrant. District staff shall remove snow from the immediate rear of the hydrant and from the area within 0.5 meters of the hydrant and push it to the side from where the contractor shall remove it. All snow shall be removed to adjacent road boulevard.

**#7**  
**Fire Hall**  
(Normally undertaken following a snow storm)

Clear the area between the Fire Hall and Baker Street from Hubensky Lane to west of the Fire Hall including all windrows resulting from street plowing. Clear a path to the Fire Hall propane tank. Snow to be stored in the vacant lower west half of the lot.

**Hourly Rate for Misc. Backhoe Winter Work**

Hourly rate for misc. winter snow clearing work. Example: opening entranceways to trails following street plowing.

**HOURLY RATE SHALL NOT BE INCLUDED IN TENDERED BID SUM CALCULATION**



**DISTRICT OF WELLS  
SNOW REMOVAL CONTRACT**

**TENDER FORM**

The unit prices tendered shall include the supply of all materials, royalties, labour, supervision and equipment, overhead, plant and profit, and shall represent the entire cost to the District for one completed round of snow clearing for the task specified excluding GST/HST. All prices quoted for tasks shall include placing removed snow in the specified snow storage locations so as to maximize full winter season snow storage capacity for each specified snow storage site.

<b>TASK</b>	<b>COST MULTIPLIER PER ROUND (Do not include GST/HST)</b>	<b>ADJUSTED COST (MULTIPLY COST PER ROUND BY MULTIPLIER)</b>
<b>#1 Community Hall (Library entrance) Town Hall</b>	\$ _____ X 8	\$ _____
<b>#2 Pump House on Ski Hill Road Sewer Lift Station on Dawson St.</b>	\$ _____ X 4	\$ _____
<b>#3 School</b>	\$ _____ X 5	\$ _____
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<b>#4 Community Hall Frontage</b>	\$ _____ X 1	\$ _____
<b>#5 Sewer Lagoons off Hardscrabble Road</b>	\$ _____ X 3	\$ _____
<b>#6 Fire Hydrants</b>	\$ _____ X 2	\$ _____
<b>#7 Fire Hall</b>	\$ _____ X 9	\$ _____

**TENDERED BID SUM** (ADD ADJUSTED COSTS #1 TO #7) \$ \_\_\_\_\_

**Hourly Rate for Misc. Snow Removal Work** \$ \_\_\_\_\_

Goods and Services Tax Registration number: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

NAME: \_\_\_\_\_

COMPANY: \_\_\_\_\_

PHONE NUMBER: \_\_\_\_\_

**DISTRICT OF WELLS  
CONTRACT AGREEMENT**

Contract Agreement for -

**SNOW REMOVAL**

**THIS AGREEMENT** made and entered into this day of A.D. 2018

**BETWEEN:**

duly with the Laws of the Province of British Columbia and whose office is located at:  
(hereinafter designated as the "**CONTRACTOR**")

**OF THE FIRST PART**

**AND**

**THE DISTRICT OF WELLS, BC**

(hereinafter designated as the "**DISTRICT**")

**OF THE SECOND PART**

**WITNESSETH:**

That the **CONTRACTOR** and the **DISTRICT** in consideration of the fulfillment of their respective covenants, agreements and obligations, as herein set forth, covenant and agree with each other as follows:

**ARTICLE 1 – CONTRACTOR**

The Contractor shall provide all necessary materials, labour, supervision, and equipment and perform all works, and fulfill everything called for in the Contract Documents for the project named above.

**ARTICLE 2 – DISTRICT**

The District shall pay to the Contractor as full compensation for the performance and fulfillment of the Contract, in Canadian Currency, the sum or sums of money in the amount and in the manner and at the times specified in the Contract Documents plus any applicable tax (GST/HST).

**ARTICLE 3 – CONTENTS**

The items, which comprise the Contract Documents, are the Contract Agreement, Scope of Work, Contract Conditions, Tender Conditions, and Contract Tender Form, and are annexed hereto and form part of this contract as fully and to all intents and purposes as though recited in full herein.

**ARTICLE 4 – CONFLICT**

In the case of any inconsistency or conflict between the provisions of this Contract Agreement, the provisions of documents shall take precedence and govern in the following order:

- 1. Contract Agreement
- 2. Scope of Work
- 3. Contract Conditions
- 4. Tender Conditions
- 5. Contract Tender Form
- 6. All other Documents or Writings, Plans and Drawings

**ARTICLE 5 - IMPLIED CONTRACT**

No implied contract of any kind whatsoever, by or on behalf of the District, shall arise or be implied from anything contained in this contract or from any position or situation of the parties at any time, it being understood and agree that the express contracts, covenants, and agreements contained herein and made by the parties hereto are and shall be the only contracts, covenants and agreements on which any rights against the District may be founded.

**ARTICLE 6 - PRIOR NEGOTIATIONS SUPERSEDED**

This Agreement shall supersede all communications, negotiations, and agreements either written or verbal, made between the parties hereto in respect of matters pertaining to this agreement prior to the execution and delivery hereof.

**ARTICLE 7 - EXECUTION OF CONTRACT**

The covenants herein contained shall apply to and be binding on the parties hereto and their successors, administrators, heirs, executors and assigns and each of them.

**IN WITNESS WHEREOF** the parties hereto have executed this Agreement the day and year first above written.

(For the Contractor)

(Seal)

(Position)

(For the District)

(Position)

(For the District)

(Position)