

**STIPULATED AND UNIT PRICE CONTRACT
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INSTRUCTIONS TO BIDDERS

1. TENDERS

- (a) Envelopes containing the tender are to be clearly marked:

Tender for:

Department of Municipal Affairs and Environment

Project No. _____

Project Name _____

Addressed to:

(Owner)

**c/o Deputy Minister Department of Municipal Affairs and Environment
Tendering & Contracts**

Department of Transportation & Works

Ground Floor, Confederation Building, East Block

P.O. Box 8700, St. John's, NL, A1B 4J6

The name and address of the bidder and the closing time must be shown on the envelope.

- (b) Tenders must be received at the above address on or before the exact closing time and date indicated in the advertisement. TENDERS RECEIVED AFTER THAT TIME WILL NOT BE CONSIDERED.
- (c) The Form of Agreement is included in the contract documents at the time of tendering for the purpose of information to bidders and shall not be completed at the time of tendering.
- (d) Before submitting a tender, tenderers shall carefully examine the contract documents and the site of the proposed work and fully inform themselves of the existing conditions and limitations. No subsequent allowance under the contract documents will be considered for any bidder who had failed to become familiar with all aspects of the work.
- (e) The Owner will not defray any expenses incurred by the tenderers in the preparation and submission of their tenders.

2. TENDER DOCUMENTS

- (a) The tender documents consist of the Instructions to Bidders, Tender Form, Agreement, Drawings, Specifications, and any amendments to the contract documents issued during the tender period.
- (b) Every interpretation of or addition to the contract documents to be considered a valid part of the contract documents will be issued in the form of a written addendum.

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- (c) No addendums will be issued less than five (5) calendar days prior to the closing date of the tender.
- (d) Tenderers shall promptly notify the Engineer/Architect; of any error, inconsistency or omission discovered during the review of the contract document.

3. TENDER SURETY AND BONDING

(a) Bidding Security

Every tenderer shall submit with their tender a bid bond issued by an approved Surety Company licensed to do business in the Province of Newfoundland and Labrador and made out in favour of the Owner.

The bid bond shall be at least ten percent (10%) of the tendered amount. An approved certified cheque may be submitted in lieu of the bid bond on contracts under \$250,000 only. The bidding security will be returned upon receipt of the Performance and Labour and Materials Bonds.

The terms of the bid security will be invoked and the amount retained by the Owner, if the bidder fails to enter into an agreement when notified of the award of the work within the tender validity period; or fails to provide the Performance and Labour and Materials Bonds in the amount and within the period specified.

(b) Performance Bond

A Performance Bond will be required in the amount of fifty percent (50%) of the contract price. The Performance Security is to be received not later than two (2) weeks after the award of the contract by the letter of intent and prior to the formal execution of the agreement. No work is to be undertaken until the Performance Security has been received.

For contracts under \$250,000 only, in lieu of the Performance Bond, the Owner may accept at their sole discretion an approved certified cheque for ten percent (10%) of the tendered amount. The cheque will be retained until satisfactory completion of the work including the guarantee period, after which this amount will be returned to the contractor together with the accrued interest thereon.

(c) Labour and Materials Payment Bond

A Labour and Materials Payment Bond will be required in the amount of fifty percent (50%) of the contract price. The Labour and Materials Payment Bond is to be received not later than two (2) weeks after the award of the contract by the letter of intent and prior to the execution of the formal agreement. No work is to be undertaken until the Labour and Materials Security has been received.

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For contracts under \$250,000 only, in lieu of the Labour and Materials Bond, the Owner may accept at their sole discretion an approved certified cheque of ten percent (10%) of the tendered amount. The cheque will be retained until substantial completion of the work as defined by the Mechanics Lien Act and upon receipt of a completed and approved Statutory Declaration Form. This security, if in the form of a cheque, will be returned to the contractor together with the accrued interest thereon.

(d) Tender Surety and Bonding Materials Supply Only Contracts

Bid security in the amount of 10% of the contract price and Performance Security in the amount of 50% of the contract amount is required on contracts for supply of materials. Labour and Material Payment Security is not required. The Performance Security may be released 30 days after the date of substantial performance of a material supply contract.

In lieu of a Performance Bond or bid bond, the Owner may, at their sole discretion, approve the acceptance of a certified cheque for 10% of the tendered amount. The cheque will be deposited by the Owner until satisfactory completion of the work including the 30 day Mechanics Lien period, after which this amount will be returned to the contractor with the accrued interest thereon.

No bid security or bonding will be required for the supply of vehicles or earth moving equipment.

4. COMPLETION OF TENDER FORM

- (a) The Tender Form is to be completed in its entirety and submitted in the envelopes provided and the name of the tenderer entered in the "Name of Bidder" space on the tender envelope. The tenderer should retain a copy of the tender for their records.
- (b) Type or legibly print in ink the information required on the Tender Form.
- (c) Type or legibly print in ink the tenderer's full business name and address in the spaces provided on the Tender Form.
- (d) Sign the Tender Form in the space provided as indicated:

In the case of a Sole Proprietorship, the Sole Proprietor will sign where indicated in the presence of a witness who will sign where indicated. Insert the words "Sole Proprietor" next to the signature.

In the case of a Partnership, all partners will sign where indicated in the presence of a witness who will sign where indicated. Insert the word "Partner" next to signatures.

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In the case of a Limited Company, authorized signing officers in the presence of a witness who will also sign where indicated, and the corporate seal will be affixed as indicated.

- (e) Spaces or Appendices will be provided with the Tender Form if required for a list of subcontractors, use of bid depository, contractor's experience, and list of equipment. All such spaces and appendices must be completed in their entirety legibly by typewriter or by printing in ink.
- (f) If it becomes necessary to correct an error made on the Tender Form, such correction must be initialed and dated by the person or persons signing the Tender Form.
- (g) Failure to acknowledge receipt of addenda shall be considered an incomplete tender.

5. TENDER FORM (number of working days)

A Working Day is defined as 10 Working Hours.

6. UNACCEPTABLE TENDERS

- (a) Tenders not submitted on the Tender Form provided will not be considered.
- (b) Facsimile tenders will not be accepted.
- (c) Tenders received after the tender closing time will not be considered.
- (d) Incomplete tenders will be rejected.
- (e) Tenders not accompanied by an approved security in the correct amount will be rejected.
- (f) Tenders containing qualifications or additional clauses to the Tender Form will be rejected.
- (g) Incorrectly prepared tenders may be rejected.
- (h) For unit prices in a Stipulated Price Contract and under a Unit Price Contract, bidders are required to enter a unit price for each and every item bid; this includes lump sum bid items. If any unit price or lump sum price as a unit is omitted by the bidder then the bid shall be considered incomplete and automatically rejected.

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7. AMENDMENTS TO TENDER

Properly documented amendments to the tender will be permitted up to the tender closing time. Amendments documented by facsimile will be acceptable.

8. WITHDRAWAL OF TENDER

Bids may be withdrawn without penalty by facsimile request if received prior to the time fixed for the opening.

9. SUBSTITUTION OF MATERIALS

(a) Tenders shall be based upon using the materials or products as specified without substitution. Where two or more brand names are specified the choice shall be left to the contractor. Where only one brand name is stated there shall be no substitution, unless an approved equal is approved by the Engineer/Architect as per 10.(b).

(b) Where the Specifications include the "or approved equal" clause, substitutions may be proposed provided that:

1. the request for a substitution is made in writing at least fourteen calendar (14) days prior to the tender close date;
2. the request shall clearly define and describe the product for which the substitution is requested;
3. the substituted article is equivalent to the specified article with regards to design, function, appearance, durability, operation and quality.

Approval of the substitution by the Engineer/Architect shall be in the form of an addendum to the Specifications issued at least five (5) days prior to the tender closing date to all of those contractors listed as having received a copy of the contract documents.

10. USE OF BID DEPOSITORY

The attention of the bidder is drawn to the fact that the Bid Depository of the Newfoundland and Labrador Construction Association will be used for the Trade as listed in Appendix _____

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11. ACCEPTANCE OF TENDER

- (a) The Owner will not necessarily accept the lowest or any tender.
- (b) Upon written acceptance of the tender within the tender validity period, the Tender Form becomes part of the contract documents and the successful tenderer becomes the contractor. The contractor will be required to execute a formal agreement with the Owner within sixty (60) days of the date of the letter of intent.
- (c) The contractor shall, within 14 days of receipt of the letter of intent, submit to the Owner a breakdown of the bid to the satisfaction of the Owner.

12. SAFETY TRAINING AND SUPERVISION

Contractors shall ensure that work covered under these documents conforms, where required, to the following procedures and regulations set out by the Occupational Health and Safety Branch of Service NL or the Explosives Division of Energy, Mines and Resources Canada:

- a. Transportation of Dangerous Goods
- b. Navigation of Overhead Wires
- c. Use of Explosives
- d. Working in Confined Spaces
- e. Highway Flagging and Signage
- f. Workplace Hazardous Materials Information System
- g. Working with Small Tools/Shop Equipment
- h. First Aid and CPR
- i. Safety Committee
- j. CSA Z275.2-92 Occupational Safety Code for Diving Operations
- k. Other applicable health or safety procedures or regulations.

Contractors shall complete the "Safety Training and Supervision Certificate" before construction commences and supply proof of pertinent health and safety training of workers and supervisors.

On projects where blasting is to be done, the contractor shall file an Emergency Response Assistance Plan with the Explosives Division of Energy, Mines and Resources Canada.

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13. CERTIFICATE OF RECOGNITION

The contractor shall within 14 calendar days of award of the contract, and prior to commencement of the work, provide a Letter of Good Standing under the Certificate of Recognition Program from the Newfoundland and Labrador Construction Safety Association.

At any time during the term of contract, when requested by the Owner, the contractor shall provide such evidence of compliance by any or all of their subcontractors.

14. PERIOD OF WORK

- (a) Notwithstanding any other provision contained in these contract documents the Contractor shall not be permitted to work during the winter months between November 15 and April 15 of the following year unless otherwise approved or directed by the Engineer.
- (b) Unless otherwise specified or approved by the Engineer, the contractor shall be mobilized and on the work site within 14 calendar days after receipt of the letter of intent.
- (c) No work is to commence before the date of the formal agreement.

15. TENDERING AND CONTRACTS' OFFICE CLOSURE

Contractors are advised that in the event the Department of Transportation and Works, Tendering and Contracts' office is required to close due to weather, facility issues, security issues, etc., any tenders that would have closed on that day will be deferred to close at the same time on the next work day that normal hours are resumed. Other than as impacted above, tenders, amendments to tenders, etc., will be accepted at the Tendering and Contracts office on or before the deferred closing time (NL time) and date. Tenders received after this deferred time and date will not be considered.