



Garbage and Recycling Collection/Disposal

Request for Quote 2024

Instruction to Bidders

Tenders are invited for the collection and disposal of garbage/recycling for the Town of Logy Bay-Middle Cove-Outer Cove (the "Town") for the period from January 1, 2024 to December 31, 2024. This contract will be for approximately 970 dwellings in the Town, on approximately 55 km of Town roads. Bidders are instructed to carefully read all of the documents contained in this package. Submissions/bids must be filled out on the tender documents supplied. Schedule B of this package must be filled out completely and submitted signed by duly authorized officials of the firm.

The successful bidder will enter into a contract with the Town substantially in the form attached hereto as Schedule "A". The work to be performed under this contract is contained in this Schedule under the heading "Scope of Work". The Town reserves the right to accept or reject any or all quotations deemed in its best interest.

Bidders are instructed to submit their sealed bids to the Town Hall at 744 Logy Bay Road, Logy Bay, NL AIK 3B5 **OR** by email to office@lbmccoc.ca **no later than 3:00 pm Wednesday, September 13, 2023 (closing date)**. Bids received after the closing time/date or not properly filled out will not be considered.

All bids must be sealed and clearly marked or included in the subject line "**Garbage and Recycling Collection/Disposal RFQ 2024**".



AGREEMENT

THIS AGREEMENT made in duplicate at Logy Bay, in the Province of Newfoundland and Labrador, on this _____ day of _____ 20_____

BETWEEN: The Town of Logy Bay-Middle Cove-Outer Cove, a body corporate, organized and existing under the Municipalities Act.

Hereinafter called the “Town”

AND: _____, a body corporate, organized and existing under the laws of the Province of Newfoundland and Labrador or a resident of _____ in the Province of Newfoundland and Labrador.

Hereinafter called the “Contractor”



NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the mutual covenants hereinafter expressed, and as amended hereto, the Parties hereto agree as follows:

1.0 DEFINITIONS

In addition to the terms defined in the Special Terms and Conditions attached hereto as Schedule "B" and the General Terms and Conditions attached hereto as Schedule "C", the following words and phrases shall have the following meanings:

- a) "Affiliate" shall have the meaning ascribed thereto in the Canada Business Corporations Act as amended from time to time;
- b) "Contract Documents" shall mean and include:
 - I. This agreement (the "Head Agreement");
 - II. The Scope of Work attached hereto as Schedule "A";
 - III. The Bid Sheet attached hereto as Schedule " B"; and
 - IV. The General Terms and Conditions attached hereto as Schedule "C"
- c) "Representatives" means directors, officers, employees, contractors, subcontractors, agents, advisors, co-venturers, partners or Affiliates of the Contractor;

2.0 THE CONTRACTOR'S WORK

The Contractor shall do all things necessary to fulfill all of the obligations of the Contract as set out in the Contract Documents (the "Work"). The Work shall be performed by the Contractor to the satisfaction of the Town.

3.0 CONSIDERATION

In consideration of, and as full compensation for the completion of the Work, the Contractor shall receive the amounts set out in the schedule of rates more particularly described in the Bid Sheet and in accordance with the Contract Documents.



4.0 **NOTICES**

Any notices or communications which may be or are required to be given under the terms of this Agreement shall be made in writing at the following addresses:

To the Town at:

Town of Logy Bay-Middle Cove-Outer Cove
744 Logy Bay Road
Logy Bay, NL A1K 3B5
Attention: Susan Arns

Email: office@lbmcoc.ca

To the Contractor at: _____

Attention: _____

Email: _____

5.0 **ENTIRE AGREEMENT**

It is hereby agreed that the Contract Documents constitute the entire agreement between the parties. There are no understandings, representations or warranties of any kind except as expressly set forth herein. No changes, alterations or modifications shall be effective unless made in writing and signed by those persons designated for such purpose.

6.0 **REPRESENTATIONS AND WARRANTIES**

The Contractor hereby represents and warrants that every fact stated or represented by the Contractor or its Representatives to the Town or to an employee or representative thereof in or in connection with any proposal or bid made by the Contractor in respect of the Work is true and agrees that the Town shall be conclusively deemed to have relied on each such representation or statement in entering into this Agreement.



7.0 SUCCESSORS AND ASSIGNS

This Agreement shall inure to the benefit of and be binding upon the Parties hereto, their respective heirs, legal representations, successors and assigns.

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

SIGNED, SEALED AND DELIVERED in the presence of:

Town of Logy Bay-Middle Cove-Outer Cove:

Signature

Witness

Date

Date

SIGNED, SEALED AND DELIVERED in the presence of:

Insert Name of Contractor

Signature

Witness

Date

Date



Schedule "A"

Scope of Work

Article 1 - General

The Contractor agrees to collect and dispose of all residential recyclables (both paper/cardboard and containers) and domestic garbage as directed by the Town from time to time (as set out in Article 3) at the unit prices set out in the Bid Sheet attached as Schedule "B". This contract will be for approximately 970 dwellings in the Town, on approximately 55 km of Town roads. As occupancy permits are issued for new home builds, the Town will inform the contractor of the new number of households and addresses and the number of units can be adjusted accordingly on the invoice at the request of the contractor.

Article 2 - Equipment

The Contractor shall obtain and keep in good working order all equipment, including vehicles and machinery required to perform the Work (the "Equipment"). Without limiting the generality of the foregoing, the Equipment shall be designed to prevent spilling and loss of the Recyclables and Garbage and shall at least include those items referred to in the Equipment Listing included in Schedule "B".

The Town reserves the right to request that the recycling/garbage truck be equipped with a physical barrier to separate recycling "paper products" from "containers" from garbage and that this request be fulfilled promptly and without any additional cost to the Town.

Article 3 - Garbage/Recyclables Collection and Disposal

The Contractor shall remove all the recyclables and garbage in those areas directed by the Town by way of regular collection made weekly (garbage) and biweekly (recycling) so that each dwelling unit in the area will have collection on the same day weekly (garbage) and biweekly (recycling). Collection of garbage (weekly) and recyclables (biweekly) shall begin in the community of Logy Bay on Tuesday, 8:00 am to 5:00 pm; and Outer Cove and Middle Cove on Thursday 8:00 am to 5:00 pm or as per the scheduled agreement between the contractor and the Town. In the event of a statutory holiday, collection for those dwelling units will be as directed by the contractor. **The contractor must contact the Town to discuss alternate pick-up plans when pending severe weather is expected at least 24 hours prior to the scheduled pickup day.** This will ensure ample time is allotted to provide notification to residents. It is understood and agreed that dwelling units will



include residential dwelling units and other locations maintained by the Town such as the Town Hall, Town Depot and the Justina Centre (Kelly Park).

The disposal of the garbage/recyclables by the Contractor shall be made by transporting same in covered vehicles and in accordance with the requirements of all federal, provincial and Municipal laws, bylaws, rules or regulations. Garbage and recyclables shall be disposed of at the Robin Hood Bay Waste and Recycling Facility or such other location as may be designated by the Town.

The Contractor shall submit to the Town for its approval, a schedule of routes for the collection and disposal of the garbage and recyclables. Any changes to this schedule shall not be made without the express written consent of the Town.

The Contractor shall, while collecting garbage and recyclables, abide by the Highway Traffic Safety Act and adhere to any applicable Provincial Occupational Health and Safety regulations and drive on the correct side of Town roads at all times. At all times staff must wear reflective safety vests and steel-toe boots. It is not recommended for vehicles to back up on Town roads, however, in those rare cases where backing up is necessary a second staff person must exit the vehicle and act as a backing up guide/spotter. All vehicles must have appropriate back-up alarm signals, applicable flashing lights and reflectors, and any staff "ride on stands" installed in accordance with Provincial Occupational Health and Safety Regulations. A written copy of your Best Practices and Risk Hazards/Safety Guidelines provided to your staff will be requested and is to be provided to the Town prior to the commencement of the contract.

The Contractor shall be responsible for removing all garbage/recyclables that are left for collection and shall clean up any spilled garbage/recyclables that the contractor creates, notwithstanding that the garbage/recyclables has spilled out of broken bags or other containers normally used for the placing of recyclables for collection. The Contractor shall be responsible for opening and closing lids on all garbage containers with due care. Any damage caused to garbage containers/boxes at the fault of the Contractor, are to be repaired to as good as or better condition or replaced within a timely matter. Failure to do so will result in the deduction of the cost of replacement from the Contractor's invoice.

The Contractor shall be responsible to collect up to a maximum of twelve bags biweekly (recycling) and eight bags weekly (garbage) per household and shall not be responsible for the collection of containers, bags or bundles weighing in excess of 50 lbs (22.5 kg.). The Contractor shall not be responsible for the collection and disposal of bulk refuse, yard debris, appliances, water tanks, furniture, car parts, scrap metal, concrete, bricks or earthen materials. If there are any questionable items the Contractor shall contact the Town Hall for clarification.



The Town may request, as an additional item to this Contract, a bulk garbage collection either in the spring and/or fall of the year. At that time, the Scope of Work will be further defined and pricing will be requested for this additional work.

Article 4 - Licence and Permits

The Contractor shall be solely responsible for obtaining and maintaining all licences and permits necessary for the performance of the Work. The Contractor shall be solely responsible for any and all costs associated with obtaining and maintaining such licences and permits including all fees, levies or assessments.

The Contractor's ability to obtain and maintain the licences and permits necessary for the performance of the Work is fundamental to the Contractor's ability to fulfill its obligations under this Contract. Therefore, the Contractor agrees that in the event that they are unable to obtain and maintain any such licence or permit then the Town has the right to repudiate this Contract. The Contractor further agrees that such repudiation will not give rise to a cause of action against the Town.

Article 5 - Contract Term

The term of this Contract shall be from January 1, 2024 to December 31, 2024. The Town reserves the right, at its discretion, to extend or renew this Contract for a further **one- or two-year period** with the same terms and conditions subject to a renegotiation of the unit prices for the performance of the Work. The Town **does not** guarantee this extension.

Article 6 - Road Listings and TOWN FACILITIES

The contractor is responsible for collecting recycling and Garbage from the following Town public roads and facilities:

Ashkay Drive
Barnes Road
Biddiscombe's Road
Big Meadow Drive
Cadigan's Road
Clover Dale Close
Cloyne Drive
Cobbler Crescent
Devereaux Lane
Doran's Lane (including left hand fork)



Doran's Place
Fern's Place
Glenwood Place
Hickey's Road
Ivy's Way
Jenny's Way
Kavanagh's Lane
Killick Drive
Kinsella's Lane
Klondyke Road
Laurel Willow Close
Logy Bay Road
Lower Road
Marine Drive
Marine Lab Road
Mary's Place
McDonald's Road
Middle Cove Road
Middle Ledge Drive
Milford Haven Close
Murphy's Lane
Nageira Crescent
Nugent's Road
O'Brien Place
O'Neill's Road
O'Rourke's Lane
Old Pine Line
Outer Cove Road
Pine Line
Pine River Road (Middle Cove Road side)
Pine River Road (Pine Line side)
Power's Farm Road
Power's Lane
Red Cliff Road
Red Rocks Drive
Roche's Road
Roman's Drung
Room's Place
Sandalwood Drive
Savage Creek Road
Silverhead Way



Skip's Place
Snow's Lane
Stack's Lane
Stick Pond Road
St. Francis Road
Tantam Place
The Old Bog Road
Walsh's Road
Waverley Place
Ventry Road

Facilities:

Town Hall
Town Depot
Justina Centre (Kelly Park).

The contractor is **not responsible** for collecting garbage on five (5) private roads located within the Town, however, there are large garbage boxes placed near the intersection of the private roads as it intersects a public road and in the case of Nugent's Road (for Liam Drive and Smart's Lane) just past the playground and **these items are to be collected from those boxes.**

The private roads are:

Macull Lane (off Cadigan's Road)
Liam Drive and Smart's Lane (off Nugent's Road)
Tucamore Heights (off Marine Drive)
Chad's Lane (off Marine Drive)



**Schedule “B”
UNIT PRICE TABLE
(Page 1 of 3)**

All 3 pages of Schedule B must be filled out or your bid will be rejected.

The undersigned, having carefully read the Contract Documents and examined the area where recyclable and garbage collection and disposal operations are to be carried out, hereby agrees to perform the work in accordance with the Contract Documents. It is further agreed that the undersigned shall immediately commence the work upon being instructed by the Town to do so and will carry on the work until the expiration of the Contract. The undersigned represents and warrants that the bid made herein includes the cost of all materials, plant, labour, tools and equipment, repairs, fuel, maintenance, overhead, supervision and profit or otherwise, and all fees, levies or other costs associated with obtaining and maintaining all licences and/or permits required to perform the Work.

Note: **The bid price below does not include any tipping fees.** Tipping fees are to be billed as a separate invoice item based on the actual cost incurred (supporting documentation required) and will be reimbursed by the Town.

1. Unit Price Table

Item	Description	Price per Dwelling* (not including HST)
1	<u>Weekly</u> Garbage Collection	
2	<u>Biweekly</u> Recycling Collection	

*Based on 970 Dwellings

2. Monthly Dwelling Price = \$ _____
 Monthly Dwelling Price = [(Item 1 x 52) + (Item 2 x 26)] ÷ 12

3. Estimated Annual Price = \$ _____
 Estimated Annual Price = (monthly dwelling price x 970) x 12



Schedule "B"
EQUIPMENT LISTING
 (Page 2 of 3)

In the event of being awarded the contract, the contractor will make available for the work the equipment listed below.

Qty	Description	Capacity	Age	Owner's Name



Schedule "B"
(Page 3 of 3)

The successful bidder will be required to submit a Workplace NL Certificate of Clearance and an Insurance Certificate with a minimum \$2,000,000.00 liability coverage.

We hereby acknowledge receipt of the following addenda:

Addendum No.:

Addendum No.:

In order for a tender to be valid, it must be signed by duly authorized officials as indicated in the Instructions to Bidders.

Firm Name: _____

Address: _____

Phone: _____

Email: _____

Witness

Signature

Name and Title (Print)

Date



Schedule "C"

General Terms and Conditions

Article 1 - Conflict Between Provisions

Article 2 - Employees of the Contractor

Article 3 - Access to Facilities

Article 4 - Termination

Article 5 - Liability of the Contractor

Article 6 - Indemnification

Article 7 - Provisions

Article 8 - Insurance

Article 9 - Payment

Article 10 - Assignment

Article 11 - Laws Governing

Article 12 - Equipment



General Terms and Conditions

Article 1 - Conflict Between Provisions

In the event of any conflict or inconsistency between provisions in the Contract Documents, the Contract Documents shall have precedence as follows: first the Head Agreement, second the General Terms and Conditions, third the Scope of Work and last, any documents incorporated by reference in any of the foregoing.

Article 2 - Employees of the Contractor

The Contractor shall provide employees who are competent to perform the Work. The Town will have the right to have the Contractor remove from the work any person, who by misconduct or by failure to properly perform the duties hereunder is considered by the Town to be unfit for employment on the Work. If the Contractor fails to remove any unfit person from the Work as requested by the Town then the Town may void this agreement or refuse to accept subsequent work in which the person was involved and may refuse to approve payment for such Work.

Article 3 - Access to Facilities

The Town will provide the Contractor and its representatives reasonable access to pertinent facilities and installations necessary to the performance of the Work, however, this access to the Town's facilities is subject to the Town's rules and regulations.

The Contractor shall permit the Town to have reasonable access to the Contractor's offices and facilities as deemed necessary by the Town.

Article 4 - Termination

The Town has the right at any time and for any reason to terminate the contract by giving twenty-four (24) hours written notice.

In the event of termination, the Town shall retain the right of set off with respect to any earned but unpaid proceeds then owing pursuant of the Contract Documents.

Article 5 - Liability of the Contractor

The Contractor shall be liable to the Town whether in contract, tort or by statute or otherwise for all damages suffered by the Town due to the actions or inactions of the Contractor in any manner related to the Work.



Article 6 - Indemnification

The Contractor shall indemnify and hold harmless the Town from and against any and all suits or claims alleging damage or injury (including death) to any person or property, that may occur or that may be alleged to have occurred, in the course of the performance of the Work, if such alleged damage or injury (including death) was caused through a willful or negligent act or omission of the Contractor, or the Contractor's Representatives, and at the Contractor's own expense, shall defend any and all such actions and pay all legal charges, costs and other expenses arising therefrom. Notwithstanding the foregoing, the Town may at its own discretion retain its own solicitors to defend its interests in any suit or claim, and the legal costs of that defense shall be paid by the Contractor.

Article 7 - Provisions

The Contractor shall ensure that the Contractor and its Representatives comply with all requirements of any governing federal and provincial or municipal legislation, bylaws or regulations applicable to the Contractor or the Contractor's Representatives performance of the Work. The Contractor shall indemnify the Town and save it harmless from and against all claims, demands, prosecutions or suits based on or arising from the Contractor's or from any of its Representative's failure to make the necessary returns or payments or other violation of such legislation, bylaws or regulations and from against any loss, damages, penalties, costs or expenses (including legal fees and disbursements or court costs) or liability suffered or incurred by the Town in respect thereto. The Contractor shall provide the Town, at the Town's request, such evidence as the Town requires to demonstrate the compliance of the Contractor or the Contractor's Representatives with legislation, bylaws or regulations.

Article 8 - Insurance

Before commencing Work, the Contractor shall obtain and continuously carry until the Work is finally completed and accepted, at their own expense and cost the following insurance:

Workers' Compensation Insurance covering all employees engaged in the Work in accordance with the statutory requirements of the province or territory having jurisdiction over such employees.

A Certificate of Clearance from Workplace NL must accompany your bid.

Comprehensive Automobile Liability Insurance covering the use of all owned, non-owned, and hired vehicles and bodily injury and property limit of \$ 1,000,000.



A Comprehensive General Liability Policy containing the following terms and conditions:

- a) Providing for a combined single limit of \$ 2,000,000 for each occurrence or accident.
- b) Providing coverage for damage because of bodily injury (including death at any time resulting therefrom) sustained by any person or persons or because of injury to or destruction of property caused by an occurrence or accident arising out of any operations in connection with the Work subject to all exclusions set forth in the said policy.
- c) The General Liability Insurance shall include coverage for contractual liability, tortious liability, the Contractor's protective liability and products/completed operations liability.

Such insurance, where permissible, shall include the Town as a named insured.

It is further understood that such insurance is to be primary and any insurance maintained by the Town is excess and non-contributory.

In no event will the Town be responsible for premium payment, deductible, self-insured retention or claims reporting provisions.

The appropriate certificates required to verify such insurance shall be submitted to the Town forthwith and shall be subject to the Town's approval of adequacy of protection and the satisfactory character of the Insurer.

The amount of insurance contained in aforementioned insurance coverages, shall not be construed to be a limitation of the liability on the part of the Contractor.

Such insurance shall all provide that thirty (30) days written notice shall be given to the Town prior to any material changes or cancellation of any such policy or policies.

Prior to commencing the Work, the Contractor shall provide the Town evidence satisfactory to the Town that the Contractor has obtained a Performance Bond for the completion of the contract in the amount of \$1,000.00. The Town reserves the right to approve the surety who is posting the Performance Bond.

In lieu of posting a Performance Bond, the Contractor shall deposit with the Town the amount of \$1,000.00. This amount will be retained by the Town for the term of this Contract and may be used by the Town for the completion of this contract.



Article 9 - Payment

The Contractor shall submit invoices, once every month. The invoice shall include two line items:

1. The cost of the work as per the unit prices submitted in Schedule B.
2. The actual cost of tipping fees supported by copies of the slips provided by the dumping facility.

Submit invoice to: Town of Logy Bay-Middle Cove-Outer Cove
744 Logy Bay Road
Logy Bay, NL
A1K 3B5
or by email: office@lbmcoc.ca

It is agreed that as a condition precedent to payment under this agreement that the Contractor shall provide the Town, at the Town's request, such evidence as the Town requires to demonstrate the compliance of the Contractor or the Contractor's Representative with the province of the Workers Health & Safety Compensation Commission Act and rules and regulations thereto. It is agreed and understood that pursuant to the Workers Health & Safety Compensation Commission Act the Town has the right to pay any of the Contractor's outstanding assessments directly to the Workers Health & Safety Compensation Commission. In the event of such payment, the Town has the further right to offset amounts paid to the Workers Health & Safety Compensation Commission against any amounts that may be owed by the Town to the Contractor.

Article 10 - Assignment

The Contractor shall not assign this agreement in whole or in part to any third party without the prior written approval of the Town.

Article 11 - Laws Governing

The Contract Documents shall be interpreted in accordance with, and its administration and performance governed by, the laws of the Province of Newfoundland and Labrador, Canada and all applicable Occupational Health and Safety regulations. Any suits or claims or actions for enforcement of judgments relating to the Contract Documents shall be brought in a court of competent jurisdiction in the Province of Newfoundland and Labrador. At all times staff must wear high visibility reflective outer wear/safety vests and steel toe



shoes/boots. It is not recommended for vehicles to back up on Town roads, however, in those rare cases where backing up is necessary a second staff person must exit the vehicle and act as a backing-up guide.

Article 12 - Equipment

Equipment to be used shall be fully sufficient and adequate to perform the Work. It shall be in good condition and subject to inspection by the Town. The Town shall have the sole discretion to determine whether the equipment being used is adequate to perform the Work. If the Town finds that the equipment is not adequate, the Town reserves the right to order the Contractor to obtain appropriate equipment and the timeframe within which the Contractor must obtain that equipment. Failure on the part of the Contractor to obtain this equipment will be considered a fundamental breach of this Contract and the Town may immediately repudiate this Contract. The Contractor is responsible for back-up equipment to complete contract requirements in the case of equipment repair/failure.