

Request for Quotation

Ditching and Shouldering Contract: 2026

September 4, 2026

INSTRUCTION TO BIDDERS

The Town of Logy Bay-Middle Cove-Outer Cove is seeking quotations for a road maintenance project involving ditching, shouldering, asphalt placement and culvert replacement(s).

Bidders must submit quotations by completing the Unit Price Table provided in Appendix A. Failure to submit this document will result in the bid being disqualified.

Quotations must be received by email with the subject line stating “**Ditching and Shouldering Contract: 2026** by **12:00 pm, Sept 18, 2026** to office@lbmcoc.ca.

CONDITIONS

1. SCOPE OF WORK

The scope of this contract generally involves ditching and shouldering within specified Town of Logy Bay-Middle Cove-Outer Cove. The work will involve:

- Cleaning, regrading and deepening (if necessary) of existing ditches to their original profile to allow for uniform drainage between culverts. Where necessary, the ends of driveway culverts shall be dug out by hand to permit water flow and prevent damming. Waste material removed from ditches to become the responsibility and property of the contractor and disposed of at a suitable and approved location. Upon completion, ditch embankments shall be sufficiently compacted and have a maximum 2:1 (horizontal: vertical) slope on both sides of the ditch.
- Shouldering repairs on specified roadways by placing suitable material such that it is flush with existing asphalt surface grade and ensuring shoulder is graded towards ditches to allow stormwater to drain properly.

Ditching work must be completed with a tracked excavator equipped with a ditching bucket preferred or a rubber-tire backhoe with ditching bucket. Excavator tracks must be covered with rubberized track covers or alternative rubberized equipment may be considered at the discretion of the Town. Excavators not having rubberized tracks may, at the Town's discretion, use metal tracks, however, the existing roadway must be protected using an appropriate method set out by the contractor and approved by the Town. This is mandatory to protect the existing asphalt roadway. Any damage to existing asphalt caused by the contract, must be reported to the Town immediately. It is the responsibility of the contractor to complete all repairs required to bring the road back to as good or better condition.

The appendices at the end of this document outline the specific areas requiring work and approximate distances/areas. The locations and estimated quantities in these appendices may increase or decrease at any time throughout the entirety of this contract.

2. SAFETY

All work must be completed following the most recent Provincial Occupational Health and Safety Acts and Regulations and the Provincial Traffic Control Manual.

All relevant safety certificates should be in place for both the company and its equipment and employees. These certificates include, but are not limited to, traffic control, powerline hazards, first aid, WHMIS, etc.

Prior to excavating near powerlines, the contractor must contact the relevant service provider to examine the site and provide clearance/permits prior to commencing any work in the area. A copy of these certificates should be forwarded to the Town.

3. SCHEDULE OF WORK & CONTRACT COMPLETION DATE

Work should commence within three weeks of formal award and must be completed no later than **October 31, 2026**. *Liquidated damages in the amount of \$250.00 per calendar day will apply after October 31, 2026, if there is no approved extension in place at the request of the contractor.*

During a pre-construction meeting, the Town may advise specific areas throughout the Town that should be avoided during certain days/times to reduce traffic/pedestrian congestion and increase safety and productivity.

Traffic plans may be required depending on complexity and area of work.

4. WORK SPECIFICATIONS

All work must be in accordance with the most updated edition of **The Government of Newfoundland & Labrador Municipal Water, Sewer and Roads Master Construction Specifications** and **Traffic Control Manual**.

Sub-contracting is not permitted. Work must be completed by the prime contractor.

5. 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 all costs associated with obtaining and maintaining such licences and permits including all fees, levies or assessments. The Contractor must provide to the Town the most recent Government Inspection Certificate for all applicable vehicles and annual inspection of equipment.

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 fulfil its' obligations under this Contract. Therefore, the Contractor agrees that in the event that it is 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.

6. EMPLOYEES OF THE CONTRACTOR

The Contractor shall provide employees who are competent to perform the Work. The Contractor shall provide to the Town a copy of the applicable driver's licence for all employees. 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.

7. LIABILITY OF THE CONTRACTOR

The Contractor shall be liable to the Town whether in contract, tort (including negligence), strict liability in 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.

8. 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 wilful 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 there from. Notwithstanding the foregoing, the Town may at its own discretion retain its own solicitors to defend its interests in any such suit or claim, and the legal costs of that defence shall be paid by the Contractor.

9. 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 operate at all times in accordance with the Provincial Occupational Health and Safety Act and Regulations and the Provincial Traffic Control Regulations.** 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

any of its Representatives 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 demonstrating the compliance of the Contractor or the Contractor's Representatives with legislation, bylaws or regulations.

10. INSURANCE

Before commencing the Work, the Contractor shall obtain and continuously carry until the Work is finally completed and accepted, at his 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. Comprehensive Automobile Liability Insurance covering the use of all owned, non-owned, and hired vehicles and bodily injury and property damage limit not less than \$2,000,000.

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 there from) 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.
- d) 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-contributor. In no event will the Town be responsible for premium payment, deductible, self-insured retention or claims reporting provisions. The appropriate certificates required verifying 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 coverage's, shall not be construed to be a limitation of the liability on the part of the Contractor. Such insurance shall all provide

that thirty days written notice shall be given to the Town prior to any material changes or cancellation of any such policy or policies.

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. Any suits or claims or actions for enforcement of judgements relating to the Contract Documents shall be brought in a court of competent jurisdiction in the Province of Newfoundland and Labrador.

12. EQUIPMENT

Equipment to be used shall be fully sufficient and adequate to perform the Work. 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 that the Contractor 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.

13. PERSONAL PROTECTIVE EQUIPMENT

In addition to those requirements set forth in the Occupational Health and Safety Act and Regulations, all persons, including those employed by the contractor or sub-contractors, working on projects for The Town shall wear the following mandatory Personal Protective Equipment at ALL times while working on the project.

1. CSA approved safety boots;
2. CSA approved hard hat meeting the 1992 standard;
3. Vest with retro-reflective stripes (High Visibility);
4. Other personal protective equipment, as may be required from time to time, by the Town, depending on duties being performed, shall also be worn.

14. WORK WARRANTY

The Contractor agrees to warranty all work completed for **one (1) year** from the date of final completion of the project. Any defects/unsatisfactory work is to be noted and rectified within a time limit that is agreeable to the Town.

15. COMPLAINT/CONFLICT RESOLUTION

Once a complaint/request has been forwarded to the contractor, within 24 hours the Contractor must respond and address the complaint/request and at times must take immediate action depending on the severity of the situation and safety concerns. Once action has taken place to rectify problem, written documentation shall be immediately forwarded to the Town indicating such.

16. INVOICING

When all work has been completed, the successful contractor shall arrange a meeting and meet with the Town's Outside Maintenance Staff to confirm all quantities in the field. Once quantities have been verified and agreed upon by both parties, invoices clearly outlining the quantities of work completed at the bid unit price should then be sent to the Town Office at office@lbmcoc.ca.

A holdback of 10% will apply to all invoicing until work is complete, any/all deficiencies are rectified, and the lien period has expired.

When the above conditions are met, a final invoice for the 10% holdback shall accompany a WHSCC clearance certificate and statutory declaration for payment.

17. CONTACT INFORMATION

For clarification on worksites, please contact Shane Williams, Manager of Planning and Public Works at ShaneWilliams@lbmcoc.ca (709) 726-7930 ext. 107.

For contract administration, please contact Susan Arns, Town Manager at SusanArns@lbmcoc.ca or (709) 726-7930, ext. 102.

Appendix A Unit Price Table

Item	Description	Unit Price Per [\$/m]	Quantity [m]	Total Cost (before HST) [\$]
Ditching [See Appendix B for Location Info]	Cleaning of existing ditches including removal of weeds and waste materials, tree trimming, reshaping and regrading, as required.		1301	
Shouldering [See Appendix C For Location Info]	Bring shoulders to grade and make flush with existing asphalt.		461	
Total Bid Price [\$]				

By signing below, I acknowledge I have read, understood and agree with all the conditions outlined in the Request for Quotation. I also confirm acknowledging pricing as indicated in Appendix A - Unit Price Table, and that I have authority to sign on behalf of the company.

SIGNED, SEALED AND DELIVERED

Company Name: _____

Contact Person: _____

Company Address: _____

Company Email: _____

Signature

Date

Appendix B Locations & Quantities (Ditching)

Road	Ditching (m)
Ashkay Drive	165
O'Brien Place	114
Roche's Road	140
Cadigan's Road	124
Red Cliff Road	88
Cobbler Crescent	61
O'Neil's Road	176
St. Francis Road	72
Old Pine Line	17
O'Rourke's Lane	320
Lower Road	24
TOTAL	1301

Appendix C Locations & Quantities (Shouldering)

Road	Shouldering (m)
722-736 Logy Bay Road	97
207-222 Lower Road	70
137-141 Lower Road	54
111-131 Lower Road	90
33-45 Lower Road	150
TOTAL	461

