



**INVITATION TO BID DOCUMENT  
BRAZEAU COUNTY**

**MULCHING 2019**

**Date Issued:  
February 12, 2019**

## **NOTE TO BIDDERS**

Sealed tenders must be received no later than 2:00 p.m., local time, March 12, 2019 at the Brazeau County office.

Tenders will be opened at 2:01 p.m., local time, March 12, 2019 at the Brazeau County office. The public may be present.

For information regarding this project, you may contact:

Dawnia McCann, Agricultural Fieldman  
Brazeau County  
Box 77, 7401 Twp. Rd 494  
Drayton Valley, AB  
T7A 1R1  
Phone: 780-542-7777  
Fax: 780-542-7770

If a tender contains a defect or fails in some way to comply with the requirements of the tender documents, which in the sole discretion of the County is not material, the County may waive the defect and accept the tender.

The County reserves the right to accept a tender other than the lowest tender, deemed to be most favourable in the interest of the County.

It shall be the responsibility of the bidders to confirm with Brazeau County that the tender has been received prior to the closing date.

All interested proponent must attend mandatory on-site meeting February 25th, 2019 at 10:00 a.m. M.S.T at Brazeau County Administration Building (7401 Twp Rd 494).

## **1. INSTRUCTIONS TO BIDDERS**

### **1.2 DELIVERY OF TENDERS**

Each tender must be submitted in a sealed envelope plainly marked and addressed as follows:

**Brazeau County  
Box 77  
7401 Twp Rd 494  
Drayton Valley, Alberta  
T7A 1R1**

### **TENDER FOR “MULCHING 2019”**

### **1.3 ACCEPTABILITY OF TENDERS**

The tender must be submitted on the forms provided.

If there is a discrepancy found between the unit prices and the total amount, the unit price will be considered as representing the intention of the bidder.

The bidder shall fill in every item in the tender form. Where quantities are not given, unit prices only shall be entered.

If a tender contains a defect or fails in some way to comply with the requirements of the tender documents, which in the sole discretion of the County is not material, the County may waive the defect and accept the tender.

The County reserves the right to accept a tender other than the lowest tender, deemed to be most favourable in the interest of the County.

Except as expressly and specifically permitted in these instructions to bidders, no proponent shall have any claim for any compensation of any kind whatsoever, relating to this tender including accepting a non-compliant bid, and by submitting a proposal each proponent shall be deemed to have agreed that it has no claim.

#### **1.4 WITHDRAWAL**

A bidder may, without prejudice to himself, withdraw his tender at any time up to within two (2) hours of the time set for closing of the tender.

#### **1.5 SITE CONDITIONS**

The bidder must examine the site of the work before submitting a bid, either personally or through a representative, and satisfy himself as to the nature and location of the work, local conditions, the nature and quality of the materials to be used, equipment and facilities needed primarily to and during the prosecution of the work and all other matters that can in any way effect the work under this contract. Submission of a tender by the bidder acknowledges awareness of all matters that such a site inspection would reveal to a reasonable bidder, including the ability to locate the sites when the work commences. See Appendix A, Appendix B and Appendix C for examples of site conditions.

#### **1.6 COMPLETION DATE OF WORK**

The successful bidder shall complete all the work on or before December 31, 2019.

#### **1.7 GOODS AND SERVICES TAX**

Tender prices are to be submitted Goods and Services Tax exempt. Appropriate adjustments for the Goods and Services Tax will be added to the total tendered amount by Brazeau County.

## 2.0 TENDER FORM

I/We, the undersigned (also referred to as the “bidder”, and the “Contractor”), having fully read the contract documents and inspected the site, hereby agree to execute and complete the work contemplated in strict accordance with the said contract documents at the prices stipulated in the Unit Price Schedule. It is understood that:

1. No claims shall be made by the bidder on account of any loss of anticipated products resulting from any excess or deficiency in the estimated quantities.
2. Payment for the work under this contract will be made on the basis of quantities measured and the unit price submitted, which shall be compensation in full for all the work done under the terms of the contract.
3. The prices quoted shall bear a proper relationship to the values of work done or the materials supplied.
4. The County reserves the right to terminate or to cancel any or all portions of the work and no claim shall be made on account of any loss of anticipated profits resulting from any cancellations or terminations of this contract.
5. If a tender contains a defect or fails in some way to comply with the requirements of the tender documents, which in the sole discretion of the County is not material, the County may waive the defect and accept the tender.
6. The County reserves the right accept a tender other than the lowest tender, deemed to be most favourable in the interest of the County.
7. All unit prices of items not specifically listed in the Unit Price Schedule shall be assumed to be included in the unit prices items listed.

**TENDER FORM**

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**2.1 UNIT PRICE SCHEDULE**

Item	Description	Equipment Make/Model	Unit Price (per Hour)
1.	Mulching the trees that are within the road allowance, that is designated by the Maintenance Supervisor. Work is dependent on the availability of Brazeau County staff able to be at the sites with the contractor. There is no set timelines for the work to be completed by. Work is sporadic and done throughout the whole year. Hours per day range between 4-8 hours per day. Brazeau County does not pay for travel to and from site or any of repairs/replacement of parts. Maximum requirements for machines are 5 foot drum style mulching head, with a minimum of 100 horsepower.		\$ _____
<b>Total Contract Price</b>			

CONTRACTOR'S G.S.T. NUMBER: \_\_\_\_\_

Years of experience that the OPERATOR has on the mulching unit \_\_\_\_\_

**TENDER FORM**

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This form must be completed and signed to constitute a formal Tender.

We have examined these specifications thoroughly and fully understand all conditions that do or can affect the work to be done under these specifications. We hereby certify that the work offered in our Tender complies in every respect to the specifications.

Should this tender be accepted, the undersigned agrees to enter into a written agreement with the County for Faithful Performance of the Works covered by this tender, in accordance to the said specific directives. The undersigned also hereby agrees to complete the work on or before December 31, 2019, or such later date as the County may for any reason determine.

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Witness or Seal

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Contractor's Name

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Date

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Authorized Signature

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Contractor's Phone Number

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Contractor's Mailing Address

**3.0 ARTICLES OF AGREEMENT**

THIS AGREEMENT made and concluded as of this \_\_\_\_\_ day of \_\_\_\_\_ 2019.

BETWEEN

BRAZEAU COUNTY  
(hereafter called "the County")

OF THE FIRST PART  
AND

\_\_\_\_\_  
(hereafter called "the Contractor")

OF THE SECOND PART

WITNESSETH that for and in consideration of the covenants and agreements on the part of the County, hereafter contains and the prices hereafter mentioned, the Contractor for itself, its executors, administrators and assigns, covenants and agrees with the County to do, furnish and perform the works, matters and things required to be done in the manner hereafter described, in connection with the following works:

**MULCHING 2017**

In strict accordance with the specifications and directives of the said work hereto attached, and to complete and fully furnish in every way to the County's satisfaction. The Contractor shall obtain substantial performance, certified by the County, by December 31, 2019.

It is mutually agreed that the attached tender, together with the specifications and all other aspects of this document shall be considered part of this agreement.

In consideration hereof, and upon a Contractor fully completing and executing in every particular the work herein contracted for within the time herein for set out, and upon the said Contractor satisfying the County that all just claims for labour and machine hours have been accounted for, the County agrees to pay the said Contractor for the actual amount of the work done.



**3.0 ARTICLES OF AGREEMENT (Cont'd)**

IN WITNESS WHEREOF, the Contractor has hereunto set his hand and seal as of the day and year herein mentioned.

SIGNED, SEALED AND DELIVERED  
BY THE CONTRACTOR IN THE  
PRESENCE OF:

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Contractor

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Name and Title

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Contractor's Signature

BRAZEAU COUNTY

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Agricultural Fieldman

seal

## **4. SPECIAL PROVISIONS**

### **4.1 GOODS AND SERVICES TAX**

Bid prices are to exclude Goods and Services Tax on all materials and services supplied by the Contractor and incorporated into the work.

The County will include the applicable Goods and Services Tax payment on the monthly and final progress payments.

### **4.2 WORKER'S COMPENSATION INSURANCE**

The Contractor shall provide and maintain, during the life of this Contract, Worker's Compensation Insurance for all the Contractor's employees. Verification shall be filed with the County prior to commencement and upon completions of the Contract. Final payment will not be made until a final clearance is received.

The Contractor's Worker's Compensation Number is \_\_\_\_\_

### **4.3 LIABILITY INSURANCE**

The Contractor shall adequately insure, to the satisfaction of the County, to protect the service to the County and the Contractor shall provide certified copies of all insurance policies in the amount of a minimum of \$ 5 million liability insurance.

### **4.4 TENDER SPECIFICATIONS**

Brazeau County ("the County") is seeking Tenders for the mulching of brush/trees on the local road right-of ways, on Brazeau County roads ("the Work"). The contractor is to work with Brazeau County Public Works staff, when they become available to be on site.

The Work shall consist of mulching all trees that are 6 inches in diameter or less, to a minimum of 1 inch into the soil. Due to the nature of the work and where many of the trees are located within the fence lines, Brazeau County staff is needed at the job site with the contractor to remove the trees by chainsaw out of the fence lines.

The Contractor is responsible for removal of brush and small trees in the areas described by the County's Public Works Maintenance Supervisor or designate.

The purpose of the Work is to control the growth of brush on local road right-of-ways. This activity will provide an aesthetically pleasing right-of-way and reduce the problems caused by tree growth and snow drifting.

All of the Work shall be performed in such a manner that it results in an area clear of trees, which is acceptable to the County's Public Works Maintenance Supervisor or designate. The Work will commence upon direction of the Public Works Maintenance Supervisor or designate.

The maximum size of trees that will be required to be cut shall be: 6 inches in diameter and be mulched 1 inch into the ground. Brazeau County will not be responsible for reimbursing the contractor for any mulching teeth that are worn in the process. This is at the cost of the contractor.

Mobilization and de-mobilization to sites will not be paid for by the County. Hours paid for start and finish when the contractor is on site with the machine.

All mulching sites as outlined by the Public Works Maintenance Supervisor or designate are to be completed by December 31, 2019. The time extension is to allow for mulching in areas that will become accessible when frozen.

The Contractor shall be responsible for removal of minor rocks or debris which interferes with the mulching, from the right-of-way. Major debris shall be reported to the County's Public Works Maintenance Supervisor or designate for removal.

The Contractor shall ensure all his employees have all the necessary safety equipment including but not limited to hard hats, high visibility vests, and steel-toed boots. If any employee arrives on-site without the proper equipment the employee will not be allowed to perform the Services.

The Contractor shall provide the equipment noted on the Unit Price Schedule included in the Contractor's Tender. If any equipment is changed from the Unit Price Schedule, that change must be acceptable to the County's Public Works Maintenance Supervisor or designate, and the Unit Price Schedule will be amended, and the amended list shall form part of the Contract. The Contractor will have his equipment available for inspection by Brazeau County personnel before the Contract is presented for signature. Brazeau County accepts no liability for ensuring the equipment is capable of performing the work required.

The Contractor is responsible for providing the equipment identified and shall maintain it in good condition following the manufacturer's specifications for the duration of the Contract, so as to provide **clean, mulched right-of-way's** at all times.

The Contractor shall provide a skilled and experienced operator, familiar with highway traffic movements and laws governing vehicular traffic. When not in use, equipment must be parked in such a manner so as not to create a hazard to traffic or an impediment to visibility along with the County equipment, as per the direction of the County's Public Works Maintenance Supervisor or designate.

The contractor, upon successfully obtaining the tender, will need to complete Brazeau County's Safety Orientation before any work commences.

The Work area limits shall extend out from the existing roadway to the right of way limits, from fence line to fence line, high bush line to high bush line, or as determined by the County's Public Works Maintenance Supervisor or designate.

The County retains the right to cut or spray any portion of the local road right-of-way for any purpose which the County's Agricultural Services Division or designate deems necessary. It is the responsibility of the Contractor to check with the appropriate local authorities as to which areas, in which the Work is to be performed, have been treated with herbicides or pesticides.

The Contractor may be required to return and mulch areas missed due to unfavorable ground conditions, upon direction of the County's Public Works Maintenance Supervisor or designate.

The Work shall be performed during daylight hours only.

Mulching shall be performed in such a manner that there are no missed areas between passes and as close to fences, signs, culverts, temporary phone lines, pedestals or roadway appurtenances without causing damages to said appurtenances. Any damages caused to the above items **will be the responsibility of the contractor** to repair or correct.

The County will remain as the Prime Contractor. Daily assignments will be conducted by the County's Public Works Maintenance Supervisor or designate.

#### **4.5 EQUIPMENT AND MATERIALS**

The Contractor shall supply all equipment and materials necessary to perform the work for this contract as per the Unit Price Schedule.

#### **4.6 EVALUATION CRITERIA**

Bids will be opened and evaluated at the tender opening at 2:01 pm on May 24<sup>th</sup>, 2017. The County will use the following guideline to assist in evaluating quotes.

Professional and Related Experience	50%
Price	25%
Suitability of the equipment listed for the job	25%