

SPECIFICATIONS

SOLICITATION # : **20-58066**

BUILDING: **NRC St. John's
#1- Arctic Ave.
Memorial University Campus
St. John's, Newfoundland**

PROJECT: **Snow Clearing, Ice Control, Lawn
Maintenance & Spring Clean-Up**

Date: **October 1, 2020**



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1. General

1.1. Background

1.1.1. The NRC's Ocean, Coastal and River Engineering (OCRE) Research Centre delivers innovative technologies and support to improve Canada's competitiveness by reducing risks and costs of marine operations while ensuring the safe and responsible development of marine-based resources. We provide the expertise and tools to improve the performance and safety of marine operations, meet the challenges of a changing climate, and protect people, property and infrastructure from severe weather events and other environmental risks. Our suite of offerings include physical and numerical modelling, engineering analysis, technology development as well as full scale experiments and field work conducted with the support of world-class test facilities capable of reproducing a wide range of ice, wave, current and wind conditions.

1.2. Properties and Buildings

1.2.1. The Contractor will provide services to the NRC St. John's building located at #1 Arctic Avenue, St. John's NL

1.3. Description of Services Required

1.3.1. Scope of Work - Snow Clearing & Ice Control

1.3.1.1. To provide all labor, tools, materials and equipment for snow clearing, snow removal and ice control for the approaches, roads, parking areas, service yards, fire hydrants, overhead doors, flagpole patio and designated sidewalks for the National Research Council (NRC) – Ocean, Coastal and River Engineering, #1 Arctic Avenue, St, John's, NL.

1.3.2. Scope of Work – Lawn Care & Maintenance

1.3.2.1. To provide all labor, tools, materials and equipment to perform annual lawn care and maintenance for the National Research Council (NRC) – Ocean, Coastal and River Engineering, #1 Arctic Avenue, St, John's, NL.

1.3.3. Scope of Work – Spring Clean-Up

- 1.3.3.1. To provide all labor, tools, materials and equipment to perform an annual spring clean-up for the National Research Council (NRC) – Ocean, Coastal and River Engineering, #1 Arctic Avenue, St. John's, NL.

1.4. Personal Qualifications

1.4.1. Contractor's Staff

- 1.4.1.1. The Contractor shall include the supply of all-necessary staff, sub-contractors and vendors applicable to the work required, for the full term of this contract.
- 1.4.1.2. The Contractor shall provide for all necessary supervision, administration, support, assistance and control for his staff, sub-contractors and vendors.
- 1.4.1.3. The Contractor shall be responsible for organizing and scheduling work, making the necessary scheduled inspections, generally supervising the work on a day-to-day basis.

1.4.2. Sub-Contracting

- 1.4.2.1. The Contractor shall describe those services, which shall be sub-contracted to other organizations. Any trades not so described shall be assumed to be provided by the contractor's own staff. The contractor shall obtain prior, written authorization from the NRC Contract Administrator;
- 1.4.2.2. The Contractor is responsible for the supervision of any sub-contractors used in the performance of the work.

1.5. Reporting - Method of Payment

- 1.5.1. Payment will be made upon submission/receipt of a monthly invoice and approval of payment. The original and two (2) copies of invoices shall be submitted.
- 1.5.2. The payment schedule will be 12 equal monthly payments. Due to the fact Year 1 is only 5 months, the payment schedule for Year 1 would be 5 equal monthly payments.

1.6. Safety and Protection

- 1.6.1. The Contractor will comply with all ordinances, rules and regulations relating to the transportation and disposal of the hazardous waste and to the preservation of the public health.
- 1.6.2. The Contractor shall adhere to all safety measures respecting personnel and fire hazards recommended by National and Provincial codes and/or prescribed by the authorities having jurisdiction concerning the equipment, work habits and procedures.
- 1.6.3. Continuously protect NRC property from damage, injury or loss arising in connection with this Contract. The Contractor shall make good, at its own expense, any damage, injury or loss to the property. Provided that the Contractor has taken reasonable precautions, the Contractor shall not be responsible for any such damage, injury or loss which NRC has agreed to insure or which may be directly caused by NRC, its agents or employees.
- 1.6.4. In the event that any system or equipment appears to be unsafe, take interim remedial action and immediately notify the Real Property Planning and Management (RPPM) Building Manager and remain at the site until steps have been taken to protect the public and occupants from the hazard or condition.
- 1.6.5. The Contractor shall ensure that all equipment used to perform the work is in a state of good repair. The RPPM Building Manager reserves the right to have equipment judged to be unsafe, not suitable or defective taken out of service. The contractor shall be responsible to supply suitable replacement equipment.
- 1.6.6. Hitching, lifting or securing devices mounted on containers shall be inspected regularly and maintained to prevent safety hazards.
- 1.6.7. Protection Equipment; appropriate personal protective equipment must be provided by the Contractor and used while executing the required work. Such equipment shall conform to the latest industry standards and be in good repair. Any personal protective equipment not in good repair must be replaced immediately. Safety cones or safety barriers must be used as required to identify obstructions or other unsafe conditions at the work site. The Contractor is responsible for the supply and installation of all signage, protection and barriers required to execute their work in a safe and secure manner.

1.6.8. Accident Reporting; All accidents or injuries occurring on the NRC work site must be reported and documented to the RPPM Building Manager.

1.6.9. Other Safety Issues; the Contractor is requested to immediately report to the RPPM Building Manager any safety issue that may affect his staff in the performance of their work. The Contractor will be responsible for the health and safety of his workers, sub-contractors and vendors as regulated by Federal, Provincial and Municipal Acts and Regulations.

1.7. Taxes and Licenses

1.7.1. The successful Contractor will assume the sole responsibility for the payment of insurance premiums, licenses, taxes, and all other charges imposed by the federal, provincial, or municipal authorities.

1.8. Insurance

1.8.1. The successful Contractor shall provide and maintain during the term of the Contract Comprehensive General Liability insurance. in an amount of \$2,000,000.00

1.8.2. All Environmental Insurance shall be included in the price structure.

1.9. Resolutions of Conflicts

1.9.1. In the spirit of this partnership arrangement, conflicts will initially be resolved through the process of negotiation at the working level then at management levels. Failure to reach a mutual agreeable resolution will result in the initiation of a mediation or binding arbitration process arranged to the satisfaction of both parties.

1.10. Regulatory Standards

1.10.1. The Contractor shall adhere to all applicable codes and regulations including but not limited to: Environmental Regulations and Occupational Health and Safety Regulations. NRC, being a Federal Government Agency, can abide by Federal Codes and Regulations and is not compelled to abide by Provincial Building Codes and Regulations. However, in most circumstances and issues, NRC abides by the more stringent of either Provincial or Federal Codes and Regulations.

1.11. Changes to Scope

- 1.11.1. NRC requires the flexibility to respond to changes in its operation. During the term of the contract, the RPPM Building Manager may adjust the scope of the contract. Such adjustments will be mutually agreed upon with the contractor that there will be a change to the contract.
- 1.11.2. Should the Contractor not wish to undertake any additional work resulting from a change in scope, NRC reserves the right to tender this portion of the new work, as well as other work being done by the Contractor and deemed appropriate to combine with the additional work.
- 1.11.3. Should the price of the work so removed from the contract be clearly delineated in the proposal, the contract amount shall be adjusted accordingly; otherwise any changes in contract price will be by mutual agreement.

2. Operations & Frequencies

2.1. Services – Snow Clearing & Ice Control

- 2.1.1. The areas where snow shall be cleared and/or removed include, but are not limited to: *(Refer to Section 5 for a Site Overview map indicating the required snow clearing areas below)*
 - 2.1.1.1. Main entrance approach, roads and parking area (Arctic Ave.)
 - 2.1.1.2. West parking area, approach and access road (Sandpits Road)
 - 2.1.1.3. West parking lot south side sidewalk
 - 2.1.1.4. Access lane west of the Ice Tank
 - 2.1.1.5. East parking area, approach and access road (Kirwan Place)
 - 2.1.1.6. Stores service yard, approach and access road (Sandpits Road)
 - 2.1.1.7. East side access road and north east service area (Kirwan Place)
 - 2.1.1.8. West side access road (Sandpits Road)
 - 2.1.1.9. Muster Point (Kirwan Place)
 - 2.1.1.10. North building gravel access road including Shed area.
 - 2.1.1.11. Fire hydrants, overhead doors and flagpole patio
- 2.1.2. Ice Control shall be provided to all areas listed above except for the north building gravel access road. *(Refer to Section 5 for a Site Overview map indicating required Ice Control areas)*
- 2.1.3. Provide all services on a twenty-four (24) hour seven (7) days a week basis. If the contractor has not automatically provided the service as required, he shall respond within one (1) hour of a call in by the RPPM

Building Manager or their designate. No extra charge will be levied for such a call-in.

- 2.1.4. Roadway and parking lot salting shall commence when icing conditions exist.
- 2.1.5. Snow clearing shall commence when approximately 6cm of snow has accumulated. All roadways, parking lots, stores area and lanes shall have snow cleared no later than 7:00am (Seven (7) days a week).
- 2.1.6. Areas around fire hydrants, overhead doors and the flagpole patio shall be machine ploughed or hand cleared as soon as the roads and parking lots have been cleared.
- 2.1.7. Excess snow shall be removed from the areas surrounding the parking lots, roadways and stores yard when the parking areas or roadways cannot be fully cleared
- 2.1.8. The Contractor may dump excess snow at a location approved by the RPPM Building Manager or their designate, or off-site at the Contractor's discretion. Under no circumstances will parking areas, sidewalks or roadways be used for snow piling.
- 2.1.9. If snow clearing, snow removal or salting is not performed as per this specification, the RPPM Building Manager reserves the right to have the work completed by others with the costs deducted from the Contractor's bill.

2.2. Services – Lawn Maintenance & Spring Clean-Up

- 2.2.1. Lawn maintenance services to be performed annually from May 10th to Oct 30th for period of contract.
- 2.2.2. Lawn maintenance will include, but is not limited to, the following:
 - 2.2.2.1. Mow, whipper snip and clean-up every 7 – 10 days minimum.
Adjustments shall be made to frequency by Contractor as required.
 - 2.2.2.2. Treatments shall be done in the spring, summer and fall
 - 2.2.2.2.1. Spring – Lime and fertilizer
 - 2.2.2.2.2. Summer – Fertilizer
 - 2.2.2.2.3. Fall - Lime
- 2.2.3. Spring clean-up to be performed annually in May/June for period of contract.

- 2.2.4. Spring Clean-Up will include, but is not limited to, the following:
- 2.2.4.1. Addressing thatched grass
 - 2.2.4.2. Clean-up snow clearing debris and other litter/debris
 - 2.2.4.3. Parking lot and walkway sweeping
 - 2.2.4.4. Dead branch removal from trees, etc.
- 2.2.5. If lawn maintenance or spring clean-up is not performed as per this specification, the RPPM Building Manager reserves the right to have the work completed by others with the costs deducted from the Contractor's bill.

2.3. Equipment

- 2.3.1. All equipment required for operations in this contract shall be maintained in clean and satisfactory condition and must meet provincial safety standards.
- 2.3.2. Rubber tired power equipment shall only be used.
- 2.3.3. All vehicles and/or equipment shall be identified with suitable markings.
- 2.3.4. The minimum equipment required to perform this contract is listed in Section 2.3.5. Prior to the award of the contract, the Contractor shall provide a list of equipment to be used, including age, capacity, model and serial number.
- 2.3.5. The minimum equipment to be available to be used for this contract is as follows:
- One (1) – Two and one half (2.5) cubic yard loader/plow unit
 - One (1) – Twelve (12) cubic yard dump truck
 - One (1) – Mechanical salt spreader
 - As required, laborers

2.4. Materials

- 2.4.1. Rock salt (NaCl) is to be used for ice control on roads and parking areas. It shall be spread in place by a mechanical spreader. The specific areas for applying the salt shall be determined in consultation with the RPPM Building Manager. *(Refer to Section 5 for a Site Overview map indicating ice control areas)*

2.5. Damage

- 2.5.1. Damage as a result of the work of this contract to plant material, surfaces, structures such as building siding, doors, fire hydrants, flagpoles, etc. and other items must be repaired or replaced by the Contractor, at his expense, to the satisfaction of the RPPM Building Manager within thirty (30) days of the damage report. If the repair is not completed as required, the RPPM Building Manager reserves the right to have the work completed by others and have the cost deducted from the Contractor's invoice.

2.6. Permits

- 2.6.1. The Contractor shall obtain and pay for permits/fees as required by the authorities having jurisdiction.

3. Duration of Contract

3.1. Period of Contract and Option to Extend Contract

- 3.1.1. The Contract award date will be in effect starting November 1, 2020 to March 31, 2023 with NRC retaining an irrevocable option to extend the contract for a period of two (2) additional years (2023 -2025) in accordance with all terms and conditions detailed.
- 3.1.2. NRC is not obliged to exercise any of the option years. The exercise of any option year will be at NRC's sole discretion by providing notification in writing to the Contractor at least 30 days prior to the Contract expiry date or the expiry date of an exercised option year.

4. Costs

4.1. Pricing

- 4.1.1 Provide a cost breakdown on a year to year basis – Refer to Section 4.3 for the Pricing Schedule. The prices must be all inclusive of labor, salary burden and employee benefits, materials, equipment and tools, transportation and fuel, insurance, applicable taxes, fees, dump fees and permits, mark-ups and profits.
- 4.1.2 The HST shall be shown as a separate line item, if applicable.

4.2. Equipment/Labor Rates

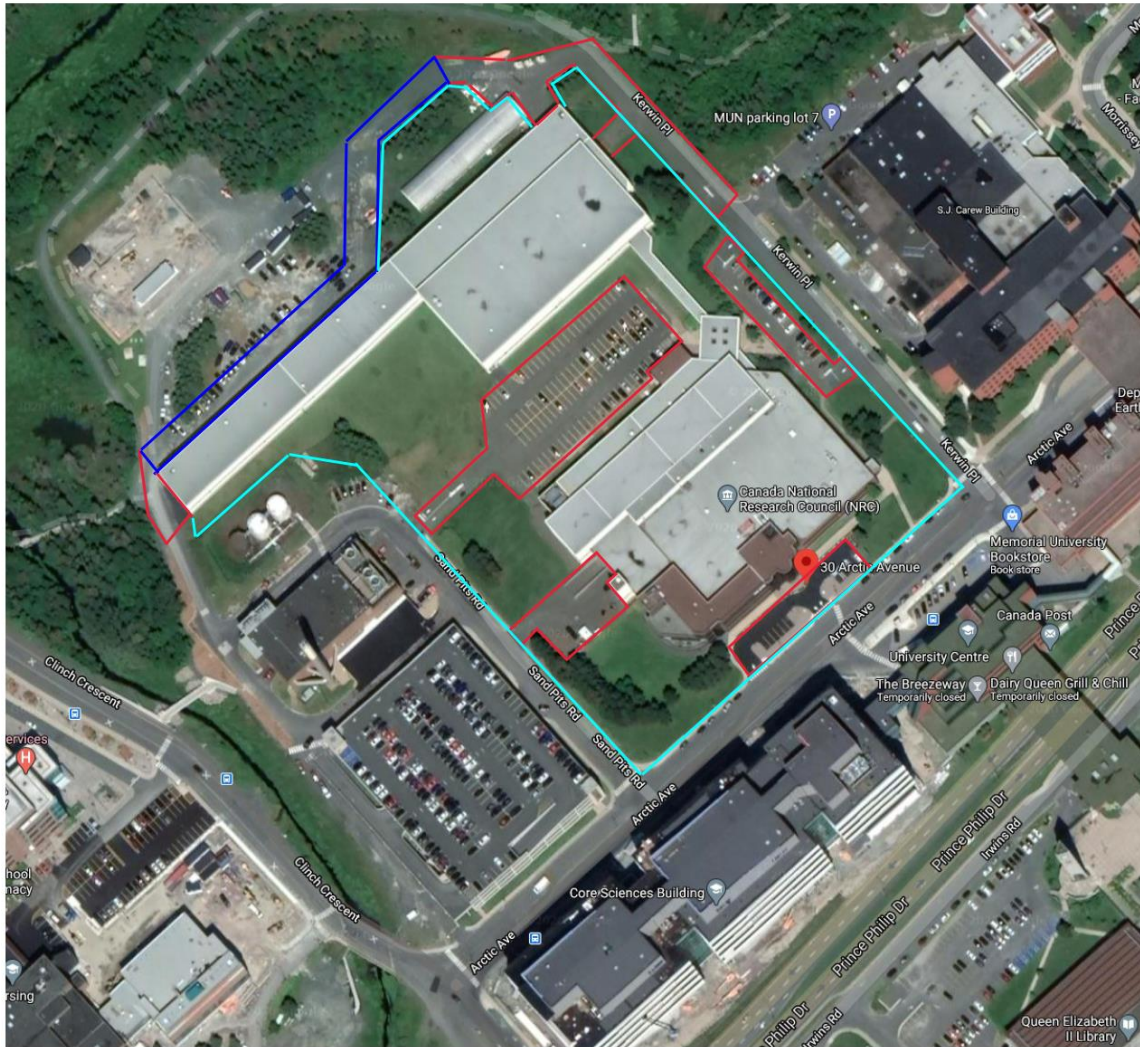
4.3. All equipment and labor used in this contract shall be paid as per the payment schedule, Section 1.5.2. The payments will include labor wages, wages for the operation of the unit, fuel and lubricants, replacements, repairs and overhaul, depreciation, insurance, interest and all other costs relating to the operation of equipment, supervision except where otherwise stated, office overhead, assessments, under the Workman's Compensation Act, Employer's contributions to Unemployment Insurance and the Canada Pension Plan, all overtime or other gratuities payable to workman according to law and union agreement if any, and premiums actually and properly payable in respect of insurance policies and bonds, if any, called for by the contract.

5. Pricing Schedule

Please see Appendix E

5. Reference Documents

5.2. Site Overview – NRC St. John's



Red Areas: Snow Clearing & Ice Control Required

Blue Areas: Snow Clearing Only

Green Areas: Grass Cutting / Spring Clean-up