



Northern Town of La Ronge  
Box 5680 1212 Hildebrand Drive  
La Ronge, Saskatchewan S0J 1L0

**TENDER**

**TOWN OF LA RONGE**

**Equipment Rental Services  
2018  
ERS01-2018**

**Table of Contents:**

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<b>Acknowledgement</b>	3
<b>Instructions to Bidders</b>	4
Project	4
Town of La Ronge	4
Project Manager	4
Bids	4
Sub-Contractors	4
Insurance	4
Taxes	5
Alternates/Equals	5
Investigating the Site	6
Discrepancies and Omissions	6
Addenda	6
Saskatchewan Materials	7
Completion of Bid Form	7
Bid Acceptance/Contract Start-Up	7
Laws, Notices, Permits and Fees	7
Delays	8
Payment and Inspection	8
<b>Summary of Work</b>	9
Scope of Work	9
<b>Bid Form</b>	10

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**Acknowledgement**

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The Town of La Ronge hereby invites tenders to bid the lowest price for the Equipment Rental according to attached information, in accordance with this bid package.

Please submit your sealed bid to:

Town of La Ronge  
Po Box 5680  
1212 Hildebrand Drive  
La Ronge, Saskatchewan S0J 1L0  
Attention: Stephen Conway, Chief Administrative Officer

Bids deemed to be incomplete or received via email or fax will be rejected.

All bids must be received at the above stated PO Box or civic address prior to 4:00 P.M. on December 31, 2017.

Late bids and electronic submissions will be rejected.

The Town reserves the right to reject any or all bids. The lowest bid shall not necessarily be awarded.

All bids must be accompanied by this page, completed in its entirety.

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"We hereby offer to supply all goods and/or services necessary for the proper and expeditious completion of the Agreements in accordance with the specifications and any other requirements contained in this tender package"

"We agree to comply with the terms and conditions herein and to commence the work immediately when authorized to proceed and to carry it forward in such a manner as to ensure proper completion at the earliest possible date."

By your signature hereunder, it is deemed that you have read and agreed to all requirements set out in this tender package. Award of this tender shall be indicated by the Town of La Ronge by motion of Council, and issuance of written confirmation of award. The bidder acknowledges that upon such issuance the bidder shall be bound by the terms and conditions set out herein.

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Business Name

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Authorized Signature

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Address

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Name and Title (Please Print)

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City/Town Postal Code

---

Phone Number

---

Date



**Instructions to Bidders**

**ARTICLE 1 - PROJECT**

- 1.1 Project Name – Town of La Ronge Equipment Rental Service.
- 1.2 Project Location – The Town of La Ronge various locations.
- 1.3 Project Description – The Town of La Ronge will be accepting proposals from businesses for equipment rental service and Operator(s) to cover the period January 1, 2018 to December 31, 2018.

**ARTICLE 2 - TOWN OF LA RONGE**

- 2.1 The Northern Town of La Ronge

**ARTICLE 3 – PROJECT MANAGER**

- 3.1 Elliott Freeman, Public Works Manager

**ARTICLE 4 - BIDS**

- 4.1 Bids shall be made on the Bid Form provided, and enclosed in a sealed envelope.
- 4.2 Bids are to be delivered:

By certified mail to:

Town of La Ronge  
Attn: Stephen Conway, Chief Administrative Officer  
PO Box 5680  
La Ronge, SK S0J 1L0

or

In person to:

Town of La Ronge  
Attn: Stephen Conway, Chief Administrative Officer  
1212 Hildebrand Drive  
La Ronge, Saskatchewan S0J 1L0

- 4.3 Bids will be received until 4:00 P.M. Local Time, on December 31, 2017.
- 4.4 Bids must be delivered as designated above to be considered as bona fide bids.
- 4.5 Faxed or telephone proposals will not be accepted. However, modifications to official bids will be accepted if they are signed by a duly authorized representative of the Bidder and received prior to the closing of bids as set forth in Article 4.3.
- 4.6 All Bid Forms must be completed and signed in ink and the company seal affixed wherever signatures are required by the appropriate signing officers of such Bidder.

**ARTICLE 5 - SUB-CONTRACTORS**

- 5.1 A list of all Subcontractors used on this project shall be included with the bid package.

**ARTICLE 6 - INSURANCE**

- 6.1 Bidders should be aware that certain insurance (as indicated in 6.3) must be put in place in respect of the Work and that immediately upon award of a Contract, or in any case prior to the commencement of any of the Work of the Contract, certified copies of the insurance policies obtained by each Contract and Subcontractor shall be submitted to the Town of La Ronge. All such policies shall be placed with insurers and in forms acceptable to the Town of La Ronge. Each policy obtained must state that it cannot be cancelled, lapsed or materially altered without at least thirty (30) days prior written notice to the Town of La Ronge.



6.2 If any Contractor or Subcontractor fails to furnish to the Town of La Ronge a certified copy of each Policy required to be obtained hereunder or, if after furnishing such certified copy, the policy lapses, is cancelled or is materially altered, then in every such case the Town of La Ronge may obtain and maintain such insurance coverage in the name of such Contractor or Subcontractor. The cost thereof shall be payable by the Contractor or Subcontractor to the Town of La Ronge on demand and the Town of La Ronge may at its election deduct the cost thereof from any monies which are due to the Contractor.

6.3 The insurances indicated below are required at minimum, and in no way define or limit the obligation of the Contractor to indemnify the Town of La Ronge in the event of a loss:

- a) **General Liability** - insurance in a form acceptable to the Town of La Ronge with limits of not less than \$2,000,000 inclusive per occurrence for bodily injury, death and damage to property including the loss of use thereof. Such coverage shall include products and completed operations, contractual liability (including liability assumed under contract) and Town of La Ronge and contractor's protective liability coverage's.
- b) **Automobile Liability** - insurance in respect of vehicles that are required by law to be insured under a contract by a Motor Vehicle Liability policy, shall have limits of not less than \$2,000,000 inclusive per occurrence for bodily injury, death and damage to property, covering all vehicles owned, rented or leased by the Contractor;
- c) **"All Risks" Contractors Equipment** - insurance covering construction machinery and equipment used by the Contractor for the performance of the Work with a deductible not exceeding \$10,000; and
- d) **"All Risks" Course of Construction** - insurance in the joint names of the Contractor and the Town of La Ronge with subcontractors as unnamed insured's, insuring not less than the sum of the Contract Price which should include the full value of materials and labour incorporated into this Contract Price. Such coverage should contain reasonable sub-limits for materials in transit and stored at unnamed locations.

## **ARTICLE 7 - TAXES**

7.1 The property and/or services provided in this contract are being purchased by the Town of La Ronge. The Bid Price must include all applicable taxes. The Town of La Ronge pays both PST and GST.

## **ARTICLE 8 - ALTERNATES/EQUALS**

8.1 The Contract is based on the materials, equipment methods and products as described in the Specifications or as shown on the Drawings. The Project Manager's approval, as identified hereinafter, is required before any materials, equipment, or methods may be substituted for the materials, equipment, or methods as may be described in the Specifications or shown on the Drawings.

8.2 Where the phrase "or equal" or "or equal as approved by the Project Manager" occurs in the Specifications or on the Drawings, do not assume that any particular substitute material, equipment, or method will be approved by the Project Manager. Requests for substitution(s) must be submitted in writing, and must be received by the Project Manager, at least seven (7) clear working days prior to the Bid closing date.

8.3 When a request to substitute any material, equipment, or method is made to the Project Manager, the Project Manager will review the request to determine whether or not it will achieve results similar to the specified material, equipment, or method. The Bidder is responsible for ensuring that all requests involving substitutions include sufficient information and details to enable the Project Manager to determine if there is quality and performance equivalency or otherwise acceptability of the material, equipment, method or product. The request shall identify any and all changes required in the applicable Work, and all changes to any other works, which would become necessary to accommodate the requested substitution.



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- 8.4 If the Project Manager is satisfied that the requested substitution will achieve similar results to the specified material, equipment or method, the Project Manager will approve the substitution as an equal, unless instructed otherwise by the Town of La Ronge. All Bidders may then use that material, equipment, or method in place of the specified material, equipment, or method.
- 8.5 If and when the Project Manager approves a particular material, equipment, or method as an equal, an Addendum will be issued to all Bidders indicating this.
- 8.6 If the Project Manager does not approve a particular material, equipment, or method as an equal, Bidders shall base their bid price(s) upon the material, equipment, or method specified. The requested substitution shall be considered an alternate. Bidders may indicate separately in the bid any change in price or time which will apply if use of an alternate is accepted. No later claim may be made by the Contractor for an addition to the Contract price or Contract Time because of any other changes in the Work(s) necessitated by the use of any accepted alternate.
- 8.7 The decision of the Project Manager on these matters shall be final.

#### **ARTICLE 9 - INVESTIGATING THE SITE**

- 9.1 Each Bidder must make himself personally acquainted with the location, extent and purpose of the proposed Work and must inform himself by such reasonable means as he may prefer, as to the actual conditions and requirements of the Work. For example, the Bidder is cautioned to take into consideration such matters as the presence of water mains, sewers, gas or water pipes, conduits, or railway tracks along or crossing the proposed work, or any other obstruction whatsoever, the nature or character of the soil, the probable or possible presence of ground water, boulders, old foundations or concealed obstacles, and the depth that frost penetrates the ground. Each Bidder shall arrange with the Project Manager for suitable access to the site for his investigation.
- 9.2 It is understood that any investigation made by the Town of La Ronge has been or will be made entirely for the use and information of the Town of La Ronge and if any information as to the character of the materials likely to be encountered in performing the Work, or any other information as to the condition of the site is given to the Bidder, it is understood that the Town of La Ronge shall not be responsible if the information does not correctly set forth the facts, or if any written documents made by or for the Town of La Ronge do not correctly set forth the results of any investigations made.
- 9.3 Any drawings, calculations or other documents prepared by the Town of La Ronge for its own use (and so marked) and furnished to a Bidder at his request shall be accepted by the Bidder entirely at his own risk and the Town of La Ronge shall assume no responsibility for the information contained therein.
- 9.4 No claim shall be by any Bidder after the submission of his bid that there was any misunderstanding as to his responsibility in securing for himself information relative to the nature or amount of the work to be done or as to the conditions imposed by the Contract. After the awarding of the Contract no claim shall be made against the Town of La Ronge by the Contractor on the grounds that the Town of La Ronge or any of its officials, servants or agents had knowledge of information with respect to the site of the Work, which was not communicated to him.

#### **ARTICLE 10 - DISCREPANCIES AND OMISSIONS**

- 10.1 Bidders finding discrepancies in, or omissions from, Drawings, Specifications, or other documents, or having any doubt as to the meaning or intent of any part thereof, shall at once notify the Project Manager, who will send written instructions or information to Bidders. Oral interpretations or statements made to any Bidder shall not effect a modification of any provision of the Contract Documents.

#### **ARTICLE 11 - ADDENDA**

- 11.1 Addenda or corrections issued during the time of bidding shall become a part of the Contract Documents.



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- 11.2 Neither the Town of La Ronge nor the Project Manager will be responsible for oral instructions or representations . All addenda, changes, corrections or modifications shall be in writing.
- 11.3 The Project Manager will issue addenda during the bidding period as occasion arises, but in no case shall addenda be made available to the Bidders later than **five (5) working days** prior to Bid closing, unless issued as a special addenda for extension of the time for receipt of bids, which shall be made available no later than three (3) days prior to Bid closing.

#### **ARTICLE 12 - SASKATCHEWAN MATERIALS**

- 12.1 Bidders are encouraged to use Saskatchewan manufactured materials and products where cost and quality of materials at the time of bid, are equal, so as to facilitate local content from Saskatchewan manufacturers, suppliers, and contractors.
- 12.2 Per the Town of La Ronge Purchasing Policy and Procedure, contractors located within the Town of La Ronge who are able to provide the required goods and / or service may be awarded the contract if their bid price is within 10% of the lowest price from bids received from outside the Town of La Ronge. Contractors within the La Ronge region (Air Ronge, Lac La Ronge Indian Band, Northern Saskatchewan Administration District) will be afforded the same consideration within 5% of the lowest bid price from bids received from outside the La Ronge region.

#### **ARTICLE 13 - COMPLETION OF BID FORM**

- 13.1 Complete and return the bid to the address as shown above in Article 4.2 herein, prior to the closing time on date for receipt of bids. The Bidder must fill in all blank spaces on the Bid Form completely. Bids shall be compiled showing a complete list of all Subcontractors which the Bidder proposes to use. No erasures or alterations will be accepted. Bids shall be signed, sealed, witnessed and dated in accordance with the legal requirements of the organization, partnership or individual submitting the Bid.

#### **ARTICLE 14 - BID ACCEPTANCE/CONTRACT START-UP**

- 14.1 The Town of La Ronge reserves the right to reject all or any part of any bid and/or to waive technical defects in the bid, if in its judgment the interest of the Town of La Ronge may so require.
- 14.2 Where the Contract is proposed in separate sections, or with alternates, the Town of La Ronge reserves the right to award any section separately or to choose any alternate which is in its best interests.
- 14.3 Bid submissions shall be *prima facie* evidence of the Bidder's preparedness and ability to commence the Work at the Site within the timeframe specified by the Contractor on their bid form and general contract.
- 14.4 Work at the Site shall commence regardless of the soil or weather conditions encountered, and shall continue without interruption, until the Work is complete.

#### **ARTICLE 15 – LAWS, NOTICES, PERMITS AND FEES**

- 15.1 The laws of the Place of the Work shall govern the Work.
- 15.2 The Contractor shall obtain and pay for any building permits, permanent easements and rights of servitude required for the Work. The Contractor shall be responsible for all required permits, licenses or certificates necessary for the performance of the Work which were in force at the date of executing the Agreement. Business Licences are required by all merchants and trades people operating within the Town of La Ronge.
- 15.3 The Contractor shall give all required notices and comply with the laws, ordinances, rules, regulations or codes which are or become in force during the performance of the Work and which relate to the Work, to the preservation of the public health and to construction safety.



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- 15.4 If the Contractor knowingly performs or allows work to be performed that is contrary to any laws, ordinances, regulations or codes, the Contractor shall be responsible for and shall correct the violations thereof; and shall bear the cost, expenses and damages attributable to the failure to comply with the provisions of such laws, ordinances, rules, regulations or codes.
- 15.5 The Contractor shall determine detailed requirements of authorities having jurisdiction.
- 15.6 Pay any construction damage deposits levied by municipality in connection with the issuance of a building permit.

#### **ARTICLE 16 – DELAYS**

- 16.1 If the Contractor is delayed in the completion of the Work by any act or neglect of the Town of La Ronge, his agent, or any Other Contractor or any employee of any one of the preceding or by Change Order, then the remaining Contract Time shall be extended for such reasonable time as the Project Manager may decide.
- 16.2 If the Contractor is delayed in completion of the work by labour disputes, strikes, lock-outs (including lock-outs decreed or recommended by a recognized Contractors' Association for its member of which the Contractor is a member), fire or similar catastrophic event, unusual delay by common carriers or without limit to any of the foregoing, by any cause of any kind whatsoever beyond the Contractor's control, then the time of completion shall be extended for a period of time equal to the time lost due to such delays.
- 16.3 No Contract Time extension shall be made for delay unless Notice of Claim is given to the Project Manager within fourteen (14) days of its commencement, provided however, that in the case of a continuing cause of delay only one claim shall be necessary.
- 16.4 Normal Saskatchewan weather shall not constitute a claim for delay.

#### **ARTICLE 17 – PAYMENT AND INSPECTION**

- 17.1 The Town of La Ronge shall within ten (10) days of the receipt of a Request of Payment Invoice, certify the account for payment or advise the Contractor promptly in writing why the account is amended or disapproved.
- 17.2 A Invoice for Payment shall provide for holdbacks in accordance with The Builders Lien Act of Saskatchewan.
- 17.3 The Owner shall within forty (40) days of the Consultant's invoice, make payment of the account.
- 17.4 No payment made to the Contractor and no partial or entire use or occupancy of the Work by the Owner shall be construed as an acceptance of any Work or material not in accordance with this Contract, in the absence of Certification of Completion by the Consultant, and expiration of the applicable warranty period



**Summary of Work**

**ARTICLE 1 - SCOPE OF WORK**

**1.1 Description of the Work -**

To provide the Town of La Ronge the rental of equipment with operator.

- a) Mobilization, demobilization, site safety, administration, site clean-up, warranties, general requirements, barriers, temporary works, protection, signage, traffic control, coordination, etc;
- b) Acquisition of permits and licenses required to complete the work;
- c) All labour, equipment, tools and transport required to complete work is to be provided by the Contractor;
- d) Any damage that may occur is to be repaired by the Contractor to match the pre-existing condition; and
- e) Contractor is responsible for all disposal/landfill fees.

**1.1 Existing Conditions and Related Responsibilities –**

- 1.1.1 It is the responsibility of the Contractor and the Sub-contractors to make arrangements with the Town of La Ronge to conduct on site reviews as required obtaining a thorough understanding of existing conditions affecting the Work, prior to submitting a Tender.
- 1.1.2 Existing information is based on existing drawings and information available to the Project Manager during the preparation of the Construction Documents. Where a discrepancy is found between actual conditions and what is indicated in the Construction Documents the discrepancy shall be reported to the Project Manager and appropriate action will then be determined by the Project Manager.

**Bid Form****ARTICLE 1 - PROJECT**

1.1 Project Name: Equipment Rental Services and Operator  
1.2 Project Location: Town of La Ronge - Various Locations  
1.3 Description: Equipment Rental Services with Operator

**ARTICLE 2 – From (Bidder)**

2.1

(Name of Company, Partnership or Individual)

**ARTICLE 3 – Deliver Bids to:**

3.1 Town of La Ronge  
Po Box 5680  
1212 Hildebrand Drive  
La Ronge, Saskatchewan S0J 1L0  
Attention: Stephen Conway, Chief Administrative Officer

**ARTICLE 4 – To the Town of La Ronge**

4.1 Having carefully examined the Contract Documents as defined in the General Contract and having examined and accepted all conditions affecting the Work, the undersigned hereby bids and agrees to furnish all labour, materials, equipment, services and plant and to execute the whole of the works of every description, required or necessary for the completion of the Project described above.

4.2 The Work shall be done in accordance with the Contract Documents, prepared for or on behalf of the Town of La Ronge and submitted to the Contractors bidding for the above-mentioned Work, and also in accordance with such further detailed drawings and instructions as may be given from time to time by the Town of La Ronge of its Representatives during the process of the Work.

4.3 The Work shall be completed in the manner stated to the full and entire satisfaction of the Town of La Ronge or its Representative within the time stated in Article, 4.4 below, and in accordance with the aforementioned documents, for the stipulated sum (Bid Price) of:

TYPE OF EQUIPMENT	Quote Price (Canadian Dollars)
<b>Hourly Rate:</b>  <b>Grader with Operator:</b>	
<b>Hourly Rate:</b>  <b>Loader with Operator:</b>	
<b>Hourly Rate:</b>  <b>Dump Truck with Operator:</b> (Single Axel Tandem and 5 or Six Axel end dumps)	



4.4 Once accepted in writing by the Town of La Ronge, the Contractor shall be prepared to commence work within \_\_\_\_\_ days from award of the contract; *or* by the \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_\_\_

4.5 The undersigned further agrees upon acceptance of this bid to execute a Contract in the prescribed form.

**ARTICLE 5 – Permanent Place of Business (if applicable)**

5.1 We, the undersigned, have maintained a permanent place of business in the following municipality/community continuously for the twelve months immediately preceding the closing date of this Bid:

La Ronge

Air Ronge

Lac La Ronge Indian Band

Northern Saskatchewan Administration District

Other (Please specify) \_\_\_\_\_

**ARTICLE 6 – Acceptance of Bid**

6.1 In submitting this bid, we recognize the right of the Town of La Ronge to accept the bid at the Bid Price submitted, or to reject all or any part of the bid and/or to waive technical defects in the bid, if in its judgement the interest of the Town of La Ronge may so require. We further recognize that we must complete this Bid Form and the duplicate form of contract in their entirety.

6.2 It is acknowledged that the Bid Price submitted shall be open for acceptance for a period of 40 calendar days from the date of Bid Closing.

**ARTICLE 7 – Warranty Period**

7.1 We undertake to warrant Work to be performed following the date of certified Substantial Performance of the Contract, or such longer periods as specified in the Contract Documents.

7.2 All warranty work shall be performed promptly, at our own expense.

**ARTICLE 8 – Sub-Contractors**

8.1 We submit here with a list of Sub-Contractors whom we propose to employ for the performance of such portions of the Work as indicated. It is agreed that there will be no substitution in Sub-Contractors, nor will any parts of the work be sublet without the consent of the Town of La Ronge having been previously obtained in writing

Description of Work	Name of Sub-Contractor	Sub-Contractor Address
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**ARTICLE 9 – Contact Information**

Contact Name: \_\_\_\_\_

Contact Address: \_\_\_\_\_

Contact Phone: \_\_\_\_\_

Contact Email: \_\_\_\_\_

**ARTICLE 10 – Signatures**

\_\_\_\_\_  
(Name of Company, Partnership or Individual)

\_\_\_\_\_  
(Witness or Seal)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(Witness Name)

\_\_\_\_\_  
(Legal Signature)

\_\_\_\_\_  
(Witness Signature)

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, in the \_\_\_\_\_ of \_\_\_\_\_ in  
(City/Town/Village)

the Province of \_\_\_\_\_.