



Standing Offer/Equipment Hire Policy

HP-007

OBJECTIVE/PURPOSE

To provide a consistent procedure that defines activities regarding the Standing Offer process regarding Contractors and Equipment Hire for the Town of Holyrood.

PERMITS

All applicants must obtain the necessary permits from the Town of Holyrood prior to commencement of any work conducted within the municipality.

POLICY STATEMENT

GUIDELINES

- The Town of Holyrood will follow the Public Procurement Act where it is determined that hiring of equipment is required.
- Yearly Invitation to tender will provide a set rate from contractors.
- The NLCSA administers the COR program to help ensure OHS standardization for the province's construction companies. Until recently there have been three categories within the NLCSA's COR program. A company could have received a Letter of Good Standing stating *In Process*, *Audit Pending*, or *Certificate of Recognition*. Tenders for contracts that would typically have a COR requirement must use the following language:
 - *The Contractor shall within 14 days of award of the contract, and prior to commencement of the work, provide a Letter of Good Standing stating Certificate of Recognition (COR) certified from the Newfoundland and Labrador Construction Safety Association (NLCSA)."*
- Criteria: All contractors will be required to submit all necessary documentation before being approved. Only bona fide contractors presenting proof of \$2 million liability insurance, COR certified, with equipment in good working order that meets the regulations as outlined in the Licensing and Equipment Regulations in the Highway Traffic Act, and proof of current equipment inspection will be accepted to tender under this policy.



- Contractors must identify their equipment, workforce and rates on the spreadsheet attached to this document to qualify for this process.
- In emergency situations the contractor, when notified, must mobilize equipment to site immediately.
- The Town reserves the right to stipulate the minimum size of equipment required for any Municipal project.

GENERAL OBLIGATIONS OF THE PARTIES

Both the Town of Holyrood and the contractor will, at all times:

- Act reasonably in performing their obligations and exercising their rights under the standing offer contract.
- Diligently perform their respective obligations under the standing offer contract.
- Work together in a collaborative manner.
- Conduct a risk assessment in relation to the work.
- Conduct the work safely and manage risk of harm to persons or property.
- Comply with the requirements of Workplace Health, Safety and Compensation Commission (WHSCC), Workplace NL, and the Town of Holyrood's OHS Program

DIRECTIONS

The Public Works Supervisor has the authority to issue directions, the contractor shall comply with any direction, orally or written, given, or served upon him by the Public Works Supervisor.

Direction for the purposes of the Standing Offer Agreement included any agreement, approval, authorization, decision, determination, direction, explanation, instruction, notice, notification, order, permission, rejection, request, or requirement which the Public Works Supervisor may make, give, or issue under the provisions of the agreement.

CONTRACTOR'S RESPONSIBILITIES AND OBLIGATIONS

The contractor shall be responsible for executing the works in accordance with the conditions as outlined in the Standing Offer Agreement and the scope of work.

The contractor shall be liable for any loss or damage at the work site whatsoever (except loss or damage caused by negligent act, omission or default by the Town of Holyrood or the Public Works Supervisor) and shall at his own cost make good any such loss or damage.

Unless the contract provides otherwise, the contractor shall supply at his own cost and expense everything necessary for the proper completion of the works and proper performance under the contract.



The contractor, their employees and sub-contractors required on site in connection with the works shall comply with all rules and regulations in force on site as per the Town of Holyrood.

The contractor shall hold all confidential information in confidence and shall not make use of it, except for the purposes of performing its obligations or exercising its rights under the contract and shall not disclose, permit, or cause the confidential information to be disclosed to any person.

In the event of an emergency that the contractor cannot fulfill its obligations of the contract due to mechanical failure or other unforeseen circumstance the Town reserves the right to engage another contractor to perform the duties necessary to rectify the issue that has caused the emergency. The evaluation of bids received by contractors, including equipment and resources will establish who is the next contractor to be contacted, depending on availability this contractor will conduct the work required.

MATERIALS AND WORKMANSHIP

All material used in the works and the standards of workmanship shall conform to the provisions of the contract. In the absence of such provisions that material or standard of workmanship shall be of a kind that is fit for purpose and is consistent with the nature and character of the works.

Any material not otherwise specified shall be new and, where applicable material and workmanship shall be in accordance with the Municipal Water, Sewer and Roads Construction Specifications and the Town of Holyrood's Development Regulations and Engineering Guidelines. If the Public Works Supervisor is of the opinion that any material or the work is unsatisfactory, they may direct its replacement, removal, or correction at the contractor's expense.

CARE OF WORK AND HOUSEKEEPING

The contractor shall keep the work area clean and tidy as they proceed and regularly remove from the site rubbish and surplus material arising from the execution of the work. On completion of the work the contractor shall clear away and remove from site all construction equipment and materials required for the work and leave the site in as good state of repair as it was when the work commenced.

INVOICING AND PAYMENT

The contractor shall provide the Town with an invoice within thirty (30) days upon completion of the work.

REVIEW

This policy will be subject to review as the Department of Infrastructure and Public Works finds necessary given new experience or information.



Standing Offer/Equipment Hire Policy HP-007		
Written By:	Robert Stacey, DIFPW	Date: May 12, 2023 <i>[Signature]</i>
Approved By:	Gary Corbett, CAO	Date: May 12, 2023 <i>[Signature]</i>
Approved By:	Gary Goobie, Mayor	Date: May 12, 2023 <i>[Signature]</i>

REVISION HISTORY

Revise #:	Date:	Revised By:	Approved By:

CONTRACTOR SIGN OFF:

I have read, understand, and agree to comply with the provisions of this agreement. I further agree with the duties, responsibilities, and conditions for the worksite as set forth in this document, including that I am expected to accomplish the job tasks in a timely fashion in accordance with this agreement. I understand that this agreement can be modified and/or terminated at any time by either party.

I understand the Town of Holyrood reserves the right to complete a CONTRACTOR EVALUATION CHECKLIST following the completion of each project. The evaluation checklist will consist of, but not limited to the following criteria:

1. Management of Project
 - a. Cost Control
 - b. Impact to Town facilities
 - c. Impact to Public
 - d. Supervision of work
 - e. Responsiveness of Contractor to directive immediately
 - f. How well Contractor Represented the Town



2. Compliance with Contract Documents
 - a. Compliance with Contract Documents
 - b. Works within Scope of Work
 - c. Complies with Environmental and Safety regulations

3. Quality of Contractor's Work (and Subcontractors)
 - a. Quality of Contractors Work
 - b. Quality of Supervisor Personnel
 - c. Quality of Workforce (including subcontractors)
 - d. Quality of Housekeeping, Project Cleanliness
 - e. Environmental Compliance
 - f. Safety Compliance

4. Quality of Contractor's Safety Program
 - a. Quality of Contractors Safety Program
 - b. Adherence to a Safe Work Environment
 - c. Comply with the requirements of Workplace Health, Safety and Compensation Commission (WHSCC), Workplace NL, and the Town of Holyrood's OHS Program.

5. Working Relationship of Contractor with Town Workforce
 - a. Cooperation/Communication with the Town

PROJECT: _____

CONTRACTOR: _____

DATE: _____

TOWN OF HOLYROOD: _____

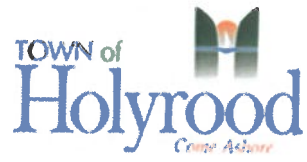
DATE: _____



**Town of Holyrood
Standing Offer- Equipment Hire
Calendar Year 2023**

Company Name:	
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Excavator	Size	Bucket Size	Equipment Hours	Manned Hourly Rate	Weekly Rate (based on 40 hours)
				\$	\$
				\$	\$
				\$	\$
				\$	\$
				\$	\$
				\$	\$
				\$	\$
Tandem Truck				\$	\$
				\$	\$
				\$	\$
				\$	\$
				\$	\$
Tandem Tandem				\$	\$
				\$	\$
				\$	\$
				\$	\$
Backhoe				\$	\$
				\$	\$
				\$	\$



Please check if you have the following and provide copies

- Letter of good standing
- Workers Comp
- Core
- Certification
- Insurance (*please specify amount*)
- \$ _____

Notes:

Regular workday is from 7:30 am-
12:00pm, 12:30pm-4:00pm
Town of Holyrood will require inspection of
Certificates

Name of
Company
Representative _____



CONTRACTOR EVALUATION CHECKLIST

Contractor Name and Address:		Evaluation Type: <input type="checkbox"/> Contractor <input type="checkbox"/> Sub-Contractor			
		Project Name:			
		Project Location:			
Type of Work:		Type of Contract Agreement:			
Complexity of Work: Difficult Routine Simple	ACHD Use:	<input type="checkbox"/> New Construction <input type="checkbox"/> Maintenance <input type="checkbox"/> Other (Specify):			
Date and Time contractor requested:	Date and Time Contractor arrived on site:		Date and Time Contractor completed:		
Sub-Contractors:	Date and Time on site:		Date and Time Completed:		
Type and Extent of Subcontracting:					
Performance Rating Scale:					
N/A = Not Applicable	<u> 5 </u> Outstanding	<u> 4 </u> Above Average	<u> 3 </u> Satisfactory	<u> 2 </u> Marginal	<u> 1 </u> Unsatisfactory
Signed by Town of Holyrood (Name and Title):		Date:			

Criteria

1. Quality Control Criteria:	Score:
A. Quality of Workmanship	
B. Quality of Materials	
C. Adequacy and Condition of Equipment	
D. Timely Identification and Correction of Deficient Work	
E. Sub-Contractor Performance	
F. Adequacy of Submittals	
G. Other:	
2. Schedule Criteria:	Score:
A. Adequacy of Original Progress Schedule	
B. Submission of Revised Progress Schedules	
C. Adherence to Approved Schedule, As Amended	
D. Timely and Diligent Progression of Work	
E. Timely Submission of Required Documentation	
F. Resolution of Delays	
G. Timely and Diligent Completion of Punch List Work	
H. Other:	
3. Management Criteria:	Score:
A. Cooperation and Responsiveness	
B. Management of Resources and Personnel	
C. Coordination and Control of Sub-Contractors	
D. Coordination of Utilities	
E. Effectiveness of Job Site Supervision	
F. Professional Conduct	
G. Adequacy of Site Maintenance and Clean-Up	
H. Adequacy of "Good Neighbor" Efforts	

4. Communication Criteria:	Score:
A. Produced clear, concise oral and written communications	
B. Demonstrated an understanding of oral and written instructions	
C. Communicated at intervals appropriate for the work	
D. Respected and used acceptable lines of communication	
E. Communicated openly and honestly	
F. Other:	
5. Regulatory Compliance Criteria:	Score:
A. Compliance with WHSCC & Workplace NL Safety Requirements	
B. Timely Submission and Adequacy of Safety Program	
C. Effectiveness of Job Site Safety Representative	
D. Timely and Diligent Implementation of Safety Recommendations/Corrective Action	
E. Overall Job Site Safety Effort	
F. Overall Employee Safety Effort	
G. Complies with Environmental Requirements	
H. Other	
6. Other Compliance Criteria:	Score:
Additional Comments (Optional):	
I. Traffic Control and Maintenance	
J. Other:	